

Edgecliff Condominiums' Rules and Regulations

Please *read* this entire document and *keep it* on hand. These Rules and Regulations are applicable to both owners and renters. **The violation of any Rule and/or Regulation is punishable by fine** as described in the letter to Edgecliff Condominiums Unit Owners, dated November 6, 2004. Any fines associated with the violation of the Rules and Regulations will be assessed to unit owners (who can elect to recover these fees from his/her tenants if the unit is not owner-occupied). **Please note:** Residents are responsible for insuring their guests also abide by these Rules and Regulations; residents will be assessed fines for the actions of their guest that violate any Edgecliff policy. Contact your landlord (if you are a renter) or the Condo Association President (if you are an owner) for clarification or more information about these guidelines. This version of the Rules and Regulations consolidates and supersedes any other copy(ies) dated before December 2004. Any owner who rents his/her unit is responsible for insuring that his/her tenant(s) agrees to abide by these Rules and Regulations before the owner enters into a lessee/lessor relationship with a prospective renter, and that the tenant receives a copy when he/she moves in as well.

1. Common Elements are defined as the premises of Edgecliff Condominiums (buildings, plants, grounds and parking lots), not contained within the drywall of an individual unit located on the property of 726 and 728 Zorn Avenue in Louisville, Kentucky.
2. Nothing shall be done or maintained in any condominium unit or upon any Common Elements that would be in violation of any law.
3. Other than occupancy limits as set forth in Louisville-Jefferson County Metro Government Code, each unit shall serve as the residence of no more than 3 persons the age of 18 or older.
4. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner/tenant and the Board/Association shall in no event be liable for the loss, destruction, theft or damage to such property. Each owner/tenant is responsible for insuring his/her unit and/or personal property.
5. No noxious or offensive activity shall be carried on within or outside of any condominium unit, nor shall anything be done or be permitted to remain in any condominium unit or on the Common Elements that may be or become a nuisance or annoyance to the other unit owners or tenants.
6. Unit owners/tenants shall not make or permit to be made any disturbing noises that unreasonably interfere with the rights, comforts or conveniences of any other unit owners or their tenant(s). Each resident is responsible for the noise level leaving his/her residence whether it comes from an electronic/mechanical device, pets or people. It is required that any noise from units will be subject to a higher standard before 8:00 a.m. and after 10:00 p.m., times when many residents will be sleeping, thus lower noise levels than would normally be customary and acceptable during the day must be observed during these times.
7. Neither unit owners nor tenants shall permit any act or thing deemed hazardous on account of fire or otherwise, or that will increase the rate of insurance on the premises. At a minimum, unit owners/tenants shall not keep any gasoline or other explosives or highly flammable material in his/her unit or on the general property of the Edgecliff Condominiums complex.
8. No burning of trash shall be permitted within any unit or on the general property of the Edgecliff Condominiums complex.
9. No unreasonable, unsightly or offensive-smelling accumulation or storage of litter, new/used building materials, or garbage/trash of any kind shall be permitted within any condominium unit or upon any Common Element except where expressly authorized by the Board.

10. Trash/Garbage containers (bags or receptacles) shall not be permitted to remain in public view or left on patios/balconies. All trash and/garbage shall be immediately deposited inside the dumpster once it leaves the inside of a condominium unit.
11. No large items, including, but not limited to furniture, mattresses, carpeting, construction material, are permitted for disposal in the dumpster. In addition to the fine for violating this policy, the Board will recover the costs of removal from the unit owner affiliated with the violation.
12. The gate to the fence enclosing the dumpster must remain closed when not in use.
13. Unit owners/tenants shall neither participate in nor permit the disposal of anything out of the windows or off of the patios/balconies of the premises.
14. Unit owners/tenants shall neither participate in nor permit the disposal of trash/garbage upon grounds or in the Common Elements of the premises outside of designated receptacles.
15. In order to publicly present Edgecliff Condominiums in a neat and comely manner, unit owners/tenants shall not permit the use of draperies, blinds, or any type of window treatment that is not white when viewed from outside the building—this may require the lining of colored draperies, and prevents the use of blinds that are neither white nor light cream in color.
16. Unit owners/tenants shall neither participate in nor permit the dusting, shaking, cleaning of mops, broom, rugs, etc. out of windows or off of patios/balconies of the premises.
17. Unit owners/tenants shall neither participate in nor permit the hanging or spreading of articles, including but not limited to clothing/laundry, quilts, or rugs, on or from their windows, patios or balconies, or in or upon a Common Element.
18. There shall be no obstruction of any Common Elements and nothing shall be stored upon any Common Element(s) without the approval of the Board.
19. The entrances, doorways, steps and approaches of the Edgecliff Condominiums complex shall be used only for ingress and egress.
20. No baby carriages, strollers, velocipedes, bicycles or other articles of personal property shall be left unattended on the grounds/hallways of the Common Elements, and can be removed from the property at the owners sole risk and expense.
21. No structure of temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained by an owner/tenant upon any Common Elements at any time.
22. The maintenance, keeping, breeding, boarding and raising of animals of any kind, regardless of number, is prohibited within any condominium unit or upon any Common Element(s), except that this shall not prohibit the keeping of a small domestic household pet; however any permitted animal kept on or visiting the premises may not exceed 20 inches in height at the top of the shoulder.
23. In no event shall any animals be permitted in any Common Element(s) of the complex unless on a leash.
24. Pet owners or caregivers are to clean up after the pet when it eliminates on the grounds or in a common area.
25. Any damage to the equipment, facilities or grounds of the Common Elements caused by a pet, person and/or personal belonging shall be repaired at the expense of the unit owner with which the damaging party is affiliated. The owner will be responsible for consulting with the Board to appropriately repair or replace damaged items at his/her own expense.

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26. Should an owner flagrantly neglect his/her responsibility as set forth in Rules and Regulation 25, the Board shall make the necessary repair or replacement in the most cost effective manner, and bill the owner for the amount of the repair or replacement.
27. All persons shall be properly attired when present in the Common Elements.
28. Solicitors are not permitted on the complex without consent of the Board.
29. The Common Elements designated as parking areas are ONLY for automobiles with current license plates and tags that are mechanically operable and regularly used by a resident (with the exception of the occasional and temporary parking of guest vehicles). In addition to the fine for rule violation, items that do not meet this description will be towed at the owner's sole risk and expense.
30. The maximum number of cars that can be present in all of the parking areas combined, affiliated with the resident(s) of one unit, is two (2). A "per day" fine will be charged to the unit owner for the violation of this policy. This does not include a short-term, infrequent visitor, but does include hosting an event causing multiple vehicles to be in the parking area at the same time, or a long-term (more than 24 hours) visitor. Board approval can be sought for rare circumstances that would violate this policy, upon the granting of such, no violations would be charged provided actions are within the terms of the approval.
31. In the instances of assigned parking, only one parking space will be assigned per unit. The assignment of a parking space to a resident does not confer ownership of the space to the resident or the unit owner with which it is affiliated. As parking spaces are not named on the deed to any unit, the Board can reassign parking when deemed practical or necessary.
32. Two residents may trade parking spaces; however, they must do so with the understanding that permission must be sought from the applicable resident (or the Board in instances where the resident has moved away) to re-attain the original parking arrangement.
33. Absolutely no full size trucks, sport utility vehicles or vans, small trucks with full extensions or mini-vans with options that elongate the vehicle, Crown Victorias or other cars of similar length shall be permitted to park in the assigned spaces in the parking lot immediately behind building 728. Vehicles of these sizes cause problems for, sometimes even trap, residents who have to pull in or back out around them. Residents with these types of large vehicles who reside in building 728 must park in the middle lot.
34. Absolutely no busses, trailers, commercial vehicles (not affiliated with an ongoing project or short-term repair), boats, campers or motorcycles shall be parked on the grounds of the complex.
35. All owners/tenants and their visitors shall park their vehicles in such a way that the vehicle appears to be centered within a single parking space. In no cases shall a vehicle be parked on or unreasonably close to a parking space line, another vehicle, a dumpster, or any other Common Element. In addition to the Association fine for rule violation, flagrant offenders of this policy are subject to being towed at their own risk and expense.
36. Parking as to block sidewalks, driveways, fire lanes and dumpsters shall not be permitted and, in addition to the Association fine, removal of vehicles in violation of this policy shall be at the owner's sole risk and expense.
37. If a violator has occupied an assigned parking space, the person assigned to the space can have the violator's car towed at the violator's sole risk and expense. Spaces that appear to not be assigned are not available for anyone who needs a place to park—the Board can have cars wrongfully parked in these spaces towed at the owner's sole risk and expense.
38. No automobile repairing shall be permitted in the parking areas.

39. Water and/or sewer fixtures, pipes and/or other apparatus shall not be used for purposes other than those for which they were designed. A violation of this policy will not only result in a fine to the affiliated unit owner, but the cost of repairs will also be born by the owner of the unit where the violation takes place.
40. Washers, dryers and hookups for washers and dryers shall be permitted within a unit only upon written consent of the Board. If consent is granted, the Board may impose such conditions as it wishes for the approval, including, but not limited to, requirements for licensed professionals to make installations, code compliance, adequate drain provisions, reinforcement of floors, soundproofing, etc.
41. Laundry room facilities can be closed with Board approval if the equipment or area is being abused in any way. Users of the laundry facilities must clean up after themselves, remove clothing from the machines upon the completion of the washing or drying cycle, and may not leave soiled or clean laundry unattended when it is out of either type of laundry machine.
42. Each Common Element door is a fire deterrent and is to remain closed when not in immediate use if it is functioning properly. Under no circumstances shall an outside entry door be left or propped open unattended—even if it is not functioning properly. If any Common Element door is not functioning properly, a member of the Board should be notified immediately.
43. The planting/growing of any type of plant, flower, tree, shrubbery, crop, etc. is prohibited unless it is maintained upon a patio/balcony or inside a condominium unit, or upon and within the terms of written Board approval.
44. Smoking is prohibited in all Common Elements of the premises, and is therefore only allowed within a unit, vehicle or on a patio or balcony.
45. Neither people nor pets are permitted to play in the Common Elements, even under adult supervision, for safety and insurance liability concerns.
46. The Board is responsible for ensuring the proper use and the programming of the security phones and can change or eliminate the passcodes of anyone who abuses the security system.
47. The Board is responsible for the creation, maintenance and enforcement of all Rules and Regulations, but can elect to collect fines through a management company.
48. Common water spigots/faucets are not for the personal use of any resident, and shall not be used for any personal benefit including, but not limited to, the washing of automobile(s), the bathing of pets, the watering of plants, filling of children's play toys, etc.
49. No personal property or company equipment for personal use including, but not limited to, electronic equipment, antennas, satellite dishes, decorations of any sort, etc., shall be installed on any Common Element without Board approval. The only exception is for heating and/or air conditioning systems which must be installed by HVAC professionals (with consultation of roofing professionals as needed) in place of the original unit(s) on the roof of a condominium building as to not cause damage to the roof and/or any other common or personal property. In addition to the fine for violation of this policy, any damage caused by improper removal or installation of heating/air conditioning equipment and/or any Board approved device shall be at the sole expense of the owner of the unit for which the work was begun.
50. No grills or other cooking devices shall be permitted on any patio or balcony (this is also a City Ordinance and violations of this policy will result in an Association penalty and legal repercussions as set for in Louisville-Jefferson County Metro Government Ordinances).
51. The replacement of windows or doors of any type that are framed by/adjacent to common property shall be in kind; meaning no alteration of the opening is permitted to create a larger or

smaller frame for a different size window or door, and any replacement(s) shall appear as the original window or door to maintain property value through building uniformity. In addition to the fine for violation of this policy, if restoration of common property is required, it shall be at the sole expense of the owner of the unit with which the work was affiliated.

52. All owners shall provide the Board with a copy of a police background check on each tenant who occupies his/her unit, provided the tenant is the age of 18 or over and new to the unit as of February 8, 2005. (Note: all occupants of the unit must be listed on the lease, and the Board provided a copy of the lease according to the By-Laws of the Association, which are a separate document than the Rules and Regulations, but are enforceable by the Board in the same way.)

53. In, non-emergency situations, if an owner desires or needs to make a plumbing repair or upgrade that would require the closing of water lines that would affect more than just his/her unit, he/she must obtain permission from a member of the Board. The owner must then post a 8 ½" x 13" legible notice, **at least 24-hours before** the water would be turned off, in the entrance that contains the security phone of the building where the water is to be shut off. A member of Board will schedule a time to provide the hired professional with access to the water valves for the building. The owner must notify the hired professional that he/she is responsible for the proper shut off of the water system. Additionally, the hired professional and owner bear all financial responsibility for any malfunction of Common Property that occurs under or due to his/her operation, modification, use, etc. of Common Property or personal property.