



Rules & Regulations

Horizontal or Condominium
Property Law of Kentucky



The Commodore

2140 Bonnycastle Avenue
Louisville, Kentucky 40205

C O N T E N T S

I.	SAFETY	.....	1
II.	EXTERIOR	.....	1
III.	INTERIOR	.....	1
IV.	GARAGE	.....	2
V.	GARAGE SPACE WAITING LIST PROCEDURE	.....	2
VI.	DELIVERIES	.....	2
VII.	SERVICES	.....	3
VIII.	MOVING	.....	3
IX.	GUESTS	.....	3
X	EMPLOYEES	.....	3
XI.	NOISE	.....	4
XII.	PETS	.....	4
XIII.	GARDEN	.....	4
XIV.	ATTIRE	.....	4
XV.	LAUNDRY	.....	4
XVI.	INSURANCE	.....	5
XVII.	FIRE	.....	5
XVIII.	MAINTENANCE EMERGENCIES	.....	5

Rules & Regulations

I. SAFETY

- 1.1 All doors leading from the units to common elements shall be closed at all times when not in use.
- 1.2 There shall not be kept in any unit any inflammable, combustible, or explosive substance except those in normal household use.
- 1.3 No packages, furniture, or other objects of any kind shall remain in the lobby, hallways, elevators, stairs, or any other portion of the common elements except as expressly authorized by The Board of Directors or its designated committee. Seasonal door decorations are permitted.
- 1.4 To insure compliance with building codes and to preserve the integrity of the building systems that are inter-related, certain alterations to the interior of units must have prior approval of The Board of Directors or its designated committee. No wiring for electrical, telephone, radio, television, air conditioning, or other units or devices, either within a unit or extending through any wall or outside a unit, shall be installed without prior approval.
- 1.5 Dishwashers, clothes washers, and dryers are permitted upon the approval of The Board of Directors. Under no circumstances will garbage disposals be permitted.
- 1.6 The Council must retain a current key to all units (available only to the Manager and to The Board of Directors). When a resident alters a lock or installs a new lock, he/she shall provide the Council with an additional key pursuant to its right of access.
- 1.7 Children shall not play in the public hallways, stairways, lobby, elevators, or building grounds.

II. EXTERIOR

- 2.1 Co-Owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the building is subject to the provisions of the Master Deed and By-Laws.
- 2.2 All window treatments visible through any window from the exterior shall be white, off-white, or neutral in color. No paint or any other opaque material used shall be applied to the surface of any window. Any sunshield material used shall be undetectable from the exterior.

III. INTERIOR

- 3.1 No garbage, trash, rubbish, or debris shall be thrown, dumped, swept, or allowed to remain anywhere except in the trash room provided on each floor. Newspapers are to be stacked on the rack provided; other garbage is to be deposited in the trash container. Residents having items too large to be placed in the trash room must contact the office manager for removal of the items. Residents should instruct household help in proper methods of trash removal. All garbage should be placed in plastic bags.
- 3.2 Fire Department regulations limit clearance under entrance doors to a maximum of 3/4 inch.

IV. GARAGE

- 4.1 Vehicles shall not exceed a speed of 5 MPH in the garage.
- 4.2 Bicycles, tricycles, wagons, or scooters will be permitted in the designated area (small garage next to parking garage). Such vehicles shall not be stored in automobile parking spaces, nor shall they be permitted to stand in hallways, on side-walks, or other public areas of the condominium project.
- 4.3 Storage of items other than vehicles will not be permitted in the garage.
- 4.4 Parking Spaces
 - a) Only Resident-owners or Resident-Renters may lease a space. The Commodore must be their primary legal residence for more than six (6) months of the year.
 - b) Parking spaces are forfeited when:
 - 1) A resident moves from the building.
 - 2) The garage fee is thirty (30) days past due.
 - 3) The restrictions on the lease are violated.
 - c) A lease must be signed by each resident and the parking fee paid directly to The Commodore.
 - d) New residents can place their name on the garage space waiting list when they sign a lease to rent or at the time of closing, when purchasing a unit.
 - e) Residents who want to lease more than one space per unit may do so only if there is no one on the waiting list and only until such time as a resident without a space requests a parking space.
 - f) If a resident leaves town for periods of time, arrangements can be made through The Commodore to allow the next person on the waiting list to use, temporarily, the vacant space and pay the fee. Such persons will not lose their place on the waiting list for permanent space, but will give up their temporary space at the return of the first resident.

V. GARAGE SPACE WAITING LIST PROCEDURE

- 5.1 To submit your name to the waiting list call the management company. There are four different types of parking spaces: Interior, Interior Auxiliary, Outside Car-Port and Outside On-Site. The interior spaces rent for \$45.00 per month with a \$40.00 garage opener deposit. The outside spaces rent for \$28.00 and \$12.00 per month, respectively.
- 5.2 When an interior garage space becomes available, the right of first refusal is first offered, in the order of their seniority, to the (a.) Interior Auxiliary Parking space lessees, followed by the (b.) Outside Carport space lessees and finally to the (c.) Outside On-Site space lessees. Once this process is completed, the top name on the garage list is offered one of the following in this order (a.) Outside On-Site, (b.) Outside Carport or (c.) Inside Auxiliary space. The progression to an Interior garage spot is accomplished in this manner.

VI. DELIVERIES

- 6.1 All deliveries MUST come through the service entrance.

VII. SERVICES

- 7.1 All construction workers, delivery persons, trades people, cleaning people and household help shall enter and exit the building through the service entrance/exit unless accompanied by a resident. In every case, the materials necessary for construction, repairs, etc., must be brought into and out of the building through the service entrance, during maintenance staff hours. The service elevator must be used in these instances and a fee will be charged for the elevator operator.
- 7.2 Monday–Friday, 8:30 A.M. to 4:30 P.M. Deliveries and Construction
Saturday 11:30 A.M. to 2:30 P.M. Deliveries ONLY
- 7.3 PLEASE NOTE: No construction or installation work is permitted in the building on weekends or after 4:30 P.M. Emergency repairs may be made.

VIII. MOVING

(Amended October 16, 2003)

- 8.1 Renters and Co-Owners are required to notify the Manager of ANY move into or out of the building 72 hours in advance. A \$250.00 Moving Fee is assessed at this time. This applies to any or all personal possessions in whole or part moved in or out of the building by professional movers or by friends and family. Only one move is allowed at a time. Management will arrange for a freight elevator operator to be assigned during the move, with costs for services to be billed to the Co-Owner at \$15.00 per/hr or the current rate. Only the service entrance can be used for the move. The garage entrance cannot be used in a move. The Moving Fee will be refunded in part or full after the move is complete and any expenses are deducted for staff assistance or damages. Penalties will be levied if the move extends beyond 4:30 P.M. unless expressly waived by Board vote. No move-ins or move-outs are allowed on Sunday.
- 8.2 NOTHING is to be moved in or out the front entry (the brass door) EVER.
- 8.3 The freight elevator is only available for move-in or move-out between the hours of 8:30 A.M. to 4:30 P.M. Monday–Friday and Saturday from 9:30 A.M. to 1:30 P.M.
- 8.4 Deliveries are allowed to Residents 7 days a week with 24-hour notice to the Manager.

IX. GUESTS

- 9.1 All guests must be authorized by a resident or staff member prior to entry.
- 9.2 Authorization for admission will be by a phone call to the resident upon the arrival of the guest at the elevator, unless written authorization has been made previously. Residents are requested to inform staff of expected guests to help alleviate unnecessary work for staff.
- 9.3 Guests, employees, or family members who frequently visit may be approved for unannounced admission by written request submitted to the management office and recorded with the elevator operator.

X. EMPLOYEES

- 10.1 No Co-Owner shall direct or supervise any of the employees or agents of The Council, nor shall he/she attempt to send any such employee or agents of the Council on private business of such Co-Owner or resident while employees or agents on duty.

10.2 No employee of The Commodore shall be summoned or requested to an individual's unit to perform work except when arrangements are made between resident and employee on the employee's off time.

10.3 Any material donations or gifts to staff must be reported in writing to The Commodore office.

XI. NOISE

11.1 No resident shall play or permit to be played any musical instrument or operate or permit to be operated a radio, television, or other loud speaker in a unit above reasonable listening levels.

XII. PETS

12.1 Pets shall at all times be kept within the boundaries of their owner's individual unit. Pets may not occupy any other part of the building except when they are being taken to and from the units to a location outside the boundaries of the building. While being taken to and from the units, pets **MUST BE ON A LEASH** or carried by their owners. Residents and their pets may use only the service entrance/exit. The two grassy areas on either side of the garage entrance are to be used as the waste area for all pets. This will help alleviate most of the problems with dog waste, as we have the lawn treated this area can be sprayed accordingly.

12.3 Owners are expected to comply with the City of Louisville Ordinance, (ord.. #191series 1988), which requires that each individual is responsible for disposing of their pet's waste.

XIII. GARDEN

13.1 No running or boisterous conduct in the garden area at anytime. No radios or pets are permitted.

13.2 Children under 12 years of age **MUST** be accompanied by an adult.

13.3 No walking on ledge surrounding fish pond.

13.4 Any sound equipment used in the garden must be operated with headphones
(This does not apply to entertainment that is sponsored by the Council of Co-Owners.)

13.5 The garden is for the exclusive use of residents and guests.

13.6 Board or Committee authorization is required to plant or to remove any item from The Commodore grounds.

XIV. ATTIRE

14.1 Proper attire, including shirt and shoes, is required in the lobby, hallways, and passenger elevator at all times.

XV. LAUNDRY

15.1 Laundry room is open 24 hours a day seven days a week. For residents' use only.

XVI. INSURANCE

16.1 The Commodore Condominiums has insurance on the building and all common areas through Seneca Insurance. Any resident or Co-Owner needing any information regarding this policy should contact Sharon Vance with Sterling Thompson at 585-3277.

XVII. FIRE

17.1 It is important to note that the fire department is NOT automatically notified when the alarm sounds. In the case of an actual fire, the elevator operator will immediately notify the fire department (dial 911) and alert all residents on that floor. Everyone should proceed immediately to the stairwell and evacuate the building.

XVIII. MAINTENANCE REQUESTS

18.1 If you have a NON-EMERGENCY maintenance request, Monday-Friday, 8:00 a.m. and 4:30 p.m., call 584-4400 ext. 317 for Ron or ext. 316 for Wayne. Please leave your name, address, phone number and a brief description of your problem, and we will respond in the most prompt manner.

18.2 If you have an EMERGENCY maintenance request, call the EMERGENCY HOTLINE NUMBER, 478-1048 at any time. This is an automatic paging system. Please leave your name, address, phone number and a brief description of your problem, and a maintenance tech will return your call in a timely manner.

18.3 If a Co-Owner or Resident chooses to call ANY OTHER repair or maintenance company it is assumed that they take full responsibility for the work, workmanship, and any unintended collateral damage to other units and do accept full responsibility for payment of all bills and claims incurred.

The Commodore

2140 Bonnycastle Avenue

Louisville, Kentucky 40205

502.451.7042

Dated: October 2003