

# COPPERSHIRE CONDOMINIUM'S RULES AND REGULATIONS

**Purpose:** Clifton Heights is a special neighborhood. It is close to downtown, the river, thriving Bardstown Road, and St. Matthews. It is a friendly, safe, and walkable community; so is Coppershire Condominiums. These guidelines have been developed over the years to reflect and ensure that safe, friendly, and secure environment. The Elected Board works very hard to ensure these qualities.

Please do your part! Follow these Rules and Regulations to continue making our community the best possible.

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## OVERVIEW

(1) Coppershire Condominium Association, Inc. ("Association"), acting through its board of directors ("Board") on behalf of all of the unit owners of Coppershire Condominium Homes, has adopted the following rules and regulations ("Regulations") to govern, in part, the operation of Coppershire Condominium Homes, the Master Deed for which is of record in Deed Book 7127, Page 822 in the Office of the County Clerk of Jefferson County, Kentucky ("Master Deed"). All terms not defined herein shall have the respective meanings set forth in the Master Deed. These Regulations may be amended from time to time or repealed by resolution of the Board enacted in accordance with the Association's bylaws. These Regulations are adopted in addition to that certain Action of the Board of Directors of Coppershire Condominium Homes dated February 20, 2017.

(2) Wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit within Coppershire Condominium Homes, to such unit owner's family, tenants (whether or not in residence), employees, agents, visitors, and to any guests, invitees, or licensees of such unit owner, his family, or the tenant of such unit owner. Wherever in these Regulations reference is made to the Board, such reference shall include the Board and any managing agent for Coppershire Condominium Homes when the managing agent is acting on behalf of the Association.

(3) Unit owners shall provide complete and up-to-date contact information to the association annually. If after a second request is made for the contact information, any unit owner failing to comply with this regulation will be fined monthly until the information is provided.

(4) The unit owners shall comply with all the Regulations hereinafter set forth governing the units, buildings, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominium property, or fines may be imposed.

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## **Community Benefits**

### **Carports**

The carport spaces located on the property shall be rented to unit owners on a first come first served basis. No unit owner shall park their vehicle in any carport space other than such carport space as is rented by such unit owner. Effective January 1, 2020, carport rental is \$30/month. A carport renter must park their vehicle in their designated carport space, not in other parking spaces unless unloading materials. Carport spaces will not be passed onto renters when an owner decides to move/lease their unit. When the owner leaves, the space becomes available, the renter may request to rent a space and will be placed into the carport rental queue. No more than one carport space per occupant with a maximum of two spaces per unit based on availability.

### **Clubhouse Rental and Forms**

Effective March 18, 2022, residents may rent the Clubhouse for a daily fee of \$50.00 to be paid in advance along with a \$50.00 security deposit, with the prior approval of the Board. A request form is available from the property management company, or a Board member. The rental is limited to the hours between 8 am and 12:00 midnight each day requested. The area is to be returned to its condition prior to such use. If the Clubhouse and/or the furnishings therein require repairs or special cleaning after use by a resident, the resident shall be assessed for any charges to cover such repairs or special cleaning.

**Exhibit A**  
**Coppershire Clubhouse Rental/Reservation Agreement**

**RENTAL FEE:** \$50.00

**SECURITY DEPOSIT:** \$50.00 (to be returned if no damages incurred)

Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: Phone \_\_\_\_\_ Email \_\_\_\_\_

Date Requested: \_\_\_\_\_ Time (from) \_\_\_\_\_ (to) \_\_\_\_\_ (not to exceed 12 midnight)

Expected Attendance (not to exceed 40 people): \_\_\_\_\_

**I agree to abide by the following rules and regulations for the use of the Clubhouse and assume full responsibility for the actions, conduct, and damage of my guests. I am twenty-one years of age or older. If one of my guests is injured at my event, or if they injure someone else on the property, I am financially responsible.**

1. On the date of and at a mutually agreed upon time, a Representative will meet you at the Clubhouse to check in and arrange a time to meet after the event to inspect the premises and check out.
2. The swimming pool is not included in this Agreement.
3. The Clubhouse must be cleaned immediately after use and in the same condition as when you rented it, **NOT THE NEXT DAY.**
4. All trash must be taken with you. Floors, tables, and counters must be cleaned. If you use the microwave and refrigerator (no items shall be left in the refrigerator), those appliances must be cleaned as well.
5. All furniture must be returned to its original position.
6. Exterior doors are not to be left open or ajar during the rental period.
7. All lights should be turned off prior to leaving.
8. Parking is restricted to the area by the Clubhouse only. Resident parking may not be used.
9. Thermostat must be set back to 80 degrees in summer and 65 degrees in winter.
10. **No unreasonable noise or disturbance is allowed. Violation of this rule may result in denial of future Clubhouse use.**
11. **No smoking in the Clubhouse.**
12. **No grilling or frying.**
13. **No illegal activity (underage drinking, drugs, gambling, etc.)**
14. **No bachelor or bachelorette parties allowed.**
15. **Nothing may be attached to the walls (no tape or pushpins)**

**By signing below, you understand that if the Clubhouse is not properly cleaned or there are complaints regarding the conduct of persons attending the event you forfeit your security deposit and will be billed for the cleanup/repairs that exceed your \$50.00 security deposit. The Board reserves the right to deny the owner's future use of the Clubhouse.**

RESIDENT SIGNATURE: \_\_\_\_\_

MANAGEMENT SIGNATURE: \_\_\_\_\_

## Exhibit B Coppershire Clubhouse Rental Checklist

Resident Name and Address: \_\_\_\_\_

Resident Email/Phone Number: \_\_\_\_\_

Event Date: \_\_\_\_\_

A checkmark designates that item/area is in good and acceptable condition. If there is an issue with an item, it should be notated on the "Before" line next to that item. Both the Association Representative ("Representative") and the Resident should initial beside each checkmark or remark prior to the event and afterwards.

Please note that "before" pictures will be taken of each area in the Clubhouse on the rental day by a Representative.

Before Rental		After Rental
_____	Bathrooms	_____
_____	Kitchen	_____
_____	Microwave	_____
_____	Refrigerator	_____
_____	Furniture	_____
_____	Floors	_____
_____	Thermostat*	_____

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Association Representative

Pre-Event  Post Event

\_\_\_\_\_  
Association Representative

Pre-Event  Post Event

\*Thermostat should be returned to 80° during summer months and 65° during winter months

## Parking Policy

- Only one vehicle per resident may be parked in the parking area in close proximity to the condo unit entrances.) If a resident has more than one vehicle, i.e., business or leisure, it must be parked in the clubhouse/pool parking lot or the spaces to the left as you enter the complex. The Board may first warn, then at the second offence, may fine those who do not comply.
- Extended length vehicles that extend more than 2 feet beyond the parking spaces need to be parked at the pool area. In addition, vehicles are not permitted to block the sidewalks.
- Overnight/long-term parking. Guests of residents who are staying overnight or longer are required to park at the clubhouse or spaces to the left as you enter the complex. Vehicles parked other than Coppershire residents may be subject to towing or fined per Coppershire rules and regulations. The Board may first warn, then at the second offence, may fine those who do not comply.
- Covered parking spaces will not be passed onto new renters or owners. New renters or their owners may rent a carport but will be placed on the waiting list in the order the request is received. \*
  - No more than 1 covered parking space per owner/renter with a maximum of two spaces per unit based on availability. \*
  - Residents who have covered parking must park in that space unless loading or unloading items. Continued instances of not utilizing the carport will be subject to the loss of the covered parking spot and/or fines per our rules and regulations.
- No trailers, campers, recreational vehicles, boats, vans, other large vehicles, or temporary storage containers (e.g., PODS) may be parked on the condominium property without prior written approval of the Board. All vehicles shall be parked wholly within parking space lines. No junked or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements. A fine may be assessed for any violation. Vehicle repairs are not permitted on common elements, except in areas designated by the Board, other than:
  - emergency maintenance,
  - ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), and
  - normal cleaning.

Parking in a manner that blocks sidewalks, carports, or driveways is not permitted. If any vehicle owned or operated by a unit owner, a unit owner's family members, tenants, guests, invitees, or licensees shall be illegally parked or abandoned on the condominium property, the Board shall be indemnified and held harmless by such unit owner for any and all loss, claim, damage, or expense, including but not limited to reasonable attorneys' fees, that may ensue. Any such vehicle may be towed or removed by the Board at the expense and sole risk of the unit owner. The Board shall have no responsibility for damage to any vehicle so removed.

All unit owners shall observe and abide by all parking and traffic regulations posted by the Board, the managing agent, or by governmental authorities. Vehicles parked in violation of any such regulations may be towed at the unit owner's sole risk and expense.

\*Owners/Renters currently in covered parking space(s) will be allowed to remain.

## Pet Policy

- No pet may be maintained in a unit if it becomes a nuisance. Actions which will constitute a nuisance include but are not limited to:
  - an attack by the pet on a person, or more than one unprovoked attack on other animals,
  - abnormal or unreasonable crying, barking, or scratching, fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation,
  - or repeated defecation in areas of the condominium property other than any areas where such activity is permitted pursuant to express provisions of the condominium documents.
- All pets must be registered and inoculated as required by law.
- Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall (and do hereby) indemnify the Board, the Association, and all other unit owners for all loss, cost, claim, and expense, including, without limitation, reasonable attorney fees, caused by the offending pet.
- Except in any designated pet exercise areas, pets must be leashed or carried; leashes may not exceed a length which will permit close control of the pet.
- Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas outside any authorized pet exercise areas. A fine may be assessed for each violation

## Swimming Pool Policy

Pool Hours: 8:00 AM – 10:00 PM – Seven Days a Week

- **NO LIFEGUARD ON DUTY.** No one may be in the pool unaccompanied. The pool gate is to remain closed and locked at all times.
- Please shower prior to entering the pool.
- **ABSOLUTELY NO GLASSWARE PERMITTED IN THE POOL OR ON THE POOL DECK.**
- No diving or running permitted.
- No pool parties without written consent of the Board.
- No smoking or alcoholic beverages are permitted in the pool. Smoking and beverages (cans & plastic materials) are permitted in designated areas.
- Animals are not permitted in the pool or pool area. (Service dogs only.)
- Each Unit is allowed TWO (2) guests at the pool. A resident **MUST ALWAYS** accompany guests. Guests are any person(s) that do not have Coppershire as their legal address.
- A parent or guardian **MUST** accompany children under 15.
- Proper swimming attire is required at all times.
- Radios/boom boxes, and inflatables must be used so as not to disturb others.
- Return lounges and chairs to original position. Place all trash in garbage cans. Please leave the area clean and organized.
- Flotation devices may be kept in the provided receptacle outside the garage. No personal items may be stored in the garage. Items left on the premises for more than 30 days, not properly stored, will be discarded or donated

It is understood and agreed that the pool is only a service to Homeowners. The Board cannot and does not assume responsibility for any injury or loss to persons or property. By use of the pool, homeowners and guests

assume the risks inherent in use of the pool or being about the pool premises.

The Board reserves the right to rescind, alter, waive or add any Rules and Regulations when, in its judgment, it is necessary and advisable.

The Board and/or pool manager have FULL AUTHORITY to enforce these rules and regulations and may deny access or use of the facility to any resident or guest who, in their judgment, violates these rules.

Louisville and Jefferson County Board of Health Rules and Regulations will be adhered to at ALL TIMES. Violations are subject to a minimum fine of \$100.00.

The pool may be closed periodically for repairs. Every effort will be given for advance notice and a sign will be posted on the gate. When closed, residents are not permitted in the pool or pool area.

### **Garbage and Recycling Policy**

All garbage and trash must be placed in the receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere. **Cardboard boxes are to be broken down and placed in the recycling bins.** Do not place recyclables in the dumpsters. Mattresses, appliances, speakers, building materials, computer equipment, furniture, etc. are to be taken to the Louisville Metro Recycling Center and not placed in dumpsters.

### **Grill Policy**

The Louisville Fire Department **restricts** the use of grills, stand-up heaters, hibachis, fire pits, etc. **on balconies and patios** as violations of the fire code (section NFPA 1). Grills can be used if 10 feet away from the building. Any fine issued by the Fire Department will be the responsibility of the offender. (See (B)(3)).

### **Recreational and Common Facilities**

(1) All persons using any of the recreational or common facilities which are part of the common elements do so at their own risk and sole responsibility. The Board does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each unit owner waives the right to make any claim against the Board, its agents, or employees for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the Board harmless from all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner arising out of the use of the recreational or common facilities, except where such loss, injury, or damage is directly caused by the intentional act or gross negligence of the Board or its agents or employees in the operation, care, or maintenance of such facilities.

(2) Any damage to the buildings, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pet(s), or tenants shall be repaired at the expense of the unit owner promptly upon request from the Board or any managing agent.

(3) Codes for the Clubhouse and Pool gate are changed periodically by the Board. Owners will be informed via email and Facebook notices. The garage code and access road gate codes will be restricted to the use of Board members or designees.

(4) In addition to all other rights which the Board has for nonpayment of assessments, the Board shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the condominium documents.



## Storage

Should an employee of the Board or the managing agent at the request of a unit owner move, handle, or store any articles in storage rooms or remove any articles therefrom 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 solely of the unit owner and not of the Association or the managing agent for such purpose. **The Association shall not be liable for any loss, damage, or expense** that may be suffered or sustained in connection therewith. Employees of the Association or the managing agent shall be under no obligation to do or perform any of the foregoing, and this section is solely for the purpose of clarifying that the Association or managing agent shall have no liability for any such actions by any employee of the Association or of the managing agent.

## Entry Into Units

(1) The agents of the Board or the managing agent, and any contractor or worker authorized by the Board or the managing agent, may enter any room or unit in the buildings at any time reasonably convenient to the unit owner (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their proper respective responsibilities, including, without limitation, inspecting such unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

(2) Employees and agents of the Board are not authorized to accept packages, keys (other than Emergency Keys), money, or articles of any description from or for the benefit of a unit owner. If packages, keys other than Emergency Keys (whether for a unit or an automobile), money, or articles of any description are left with the employees or agents of the Board, the unit owner assumes the sole risk therefor and the unit owner shall be solely liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Board does not assume any responsibility for loss or damage in such cases. Deliveries requiring the Board or the managing agent to provide entrance to a unit will not be accepted.

## Rental Leasing Policy and Procedures ACTION OF THE BOARD OF DIRECTORS OF COPPERSHIRE CONDOMINIUM HOMES

Pursuant to the provisions of the Master Deed for Coppershire Condominium Homes {"Coppershire"}, which provisions authorize the Board to "enforce the remedies available against Unit Owners for violation of the provisions of the Condominium Documents...", the Board of Directors of Coppershire unanimously adopt the following rule containing a penalty for Restriction and Protective Covenant violations:

### ESTABLISHMENT OF UNIT LEASING POLICY

Resolved, that in order to enforce restrictions of the community for a more uniform neighborhood appearance and the protection of the property values in Coppershire the following leasing policy has been adopted by the Board and will be enforced as outlined:

1. Definitions:
  - a. "Unit Owner" is defined in the Master Deed
  - b. "Family Member" shall mean any person legally related to the Unit Owner(s) or the Unit Owner's spouse
  - c. "Unit" as defined in the Master Deed
  - d. "Renter" is defined as any non-owner occupant of the Unit, also referred to as "Lessee" or "Renter."
  - e. "Lease" is defined as a legal document defining the terms and conditions under which a non-unit owner shall use a unit as a habitat or living quarters.
  - f. "Approved Lease" is a lease that has already been reviewed and approved for use by the Board.
2. All Leasing or Rental activities are subject to the Master Deed and this UNIT LEASING POLICY, whether or not:
  - a. The renter is a family member or other relative; renter(s) may not sublet the unit.
  - b. Any form of cash payment, or other consideration is paid or provided by the Renter and received or used by the Unit Owner. Barter arrangements, whether written or verbal in nature, shall constitute consideration.
3. Leasing Agreement Content Requirements
  - a. The lease period shall be for a Minimum period of one (1) year.
  - b. The lease shall include as an attachment, a copy of the then current Associations Rules and Regulations.
  - c. The lease shall provide a prohibition against subleasing.
  - d. The lease shall contain the following OccupancyStandards:
    - i. No more than twoadults (2) people in a One Bedroom Unit
    - ii. No more than four adults (4) people in a Two Bedroom Unit
  - e. A completed Rental Rule Acknowledgement Form (Exhibit A) to be signed by the renters that states that the renters:
    - i. Have received a copy of the Association Rules and Regulations
    - ii. Understand that they are subject to eviction for a violation of the Association Rules and Regulations
    - iii. Understand that in the event the Owner fails to pay all association dues, fines, and assessments that use of the Association's amenities will be withheld.
    - iv. Understand that ***"If the Renter is in violation of any of the provisions of this policy, any of the Association Rules and Regulations, or any provision in the Master Deed, the Council through the Board of Director's may bring an action in its own name and/or in the name of the Unit Owner to have the renter evicted and/or to recover damages."***

- f. A completed Unit Lease Information sheet (Exhibit B)
4. The Rental Approval process to be followed by the Unit Owner is defined as:
    - a. Any and every change of renter shall require the submittal of a new lease agreement, and all required attachments, between a Unit Owner and the renter.
    - b. At least 15 days prior to leasing or renting a Unit the Unit owner must submit:
      - i. A copy of the fully executed lease which the Board shall maintain in their records
      - ii. A copy of the signed Rental Rule Acknowledgement Form (Exhibit A)
      - iii. A copy of the signed Unit Lease Information (Exhibit B)
    - c. The Board will send approvals or denials to Kentucky Realty Corporation within ten (10) business days. Kentucky Realty will forward the Board's decision to the unit owner.
  5. As of the date of adoption, Unit Owners who are currently leasing their Units shall:
    - a. Within 30 days of receiving notice of this policy, submit to the Board:
      - i. A copy of the current lease to the Board through the Management Company for their records
      - ii. A copy of the signed Rental Rule Acknowledgement Form
      - iii. A copy of the signed Unit Lease Information Form
  6. The Board reserves all rights to assess a fine in the amount of \$50 per month against any Unit and Unit owner who fails to comply with the provisions of this Unit Leasing Policy. If a unit is discovered as being leased without prior approval, a notice will be sent to that Unit Owner and that Unit Owner must provide all required documentation within thirty (30) days of the date of the notification letter. Any Unit Owner may appeal such a fine to the Board by submitting a written appeal request.
  7. The Board reserves the right to modify this policy by a majority vote of the full Board.

***Note: In the case of a violation by a tenant, the letter will be sent to the tenant with a copy to the unit owner. All fines are to be added to the account of the unit owner.***

Adopted by the Board of Directors of Coppershire Condominium Homes.

Adopted February 20, 2017

Amended January 2020

Revised June 2020

Signatures on file

**Exhibit A**  
**Rental Rule Acknowledgement Form**

In exchange for the opportunity to rent a Unit within Coppershire, we the renters, by the application of our signature below agree to the following provisions:

1. We acknowledge that we have received a copy of the Association's Rules and Regulations.
2. We understand that we are subject to these Rules and Restrictions.
3. We agree that we will abide by all the Rules and Regulations.
4. We acknowledge that we are responsible for the cost of repair of any damage to the common property, including but not limited to landscaping, carpeting, wall coverings, entrances, mailboxes, intercom systems, etc.
5. We acknowledge and understand that we will be subject to eviction by the association in accordance with the following paragraph:
  - a. *"If the Renter is in violation of any of the provisions of this policy, any of the Association Rules and Regulations, or any provision in the Master Deed, the Council through the Board of Directors may bring an action in its own name and/or in the name of the Unit Owner to have the renter evicted and/or to recover damages."*
6. We understand that in the event the Unit Owner fails to pay all association dues, fines, and assessments, that use of the association's amenities will be subject to being withheld until such time as the Owner's account is again current.
7. We understand that in the event the Unit Owner fails to pay all association dues, fines, and assessments, and maintain his account in a current status, that upon receiving written direction from the Association's attorney of that fact, we agree to make our rent payment directly to the association's attorney until directed to do otherwise.
8. We understand that we are responsible for submitting to the Association's management company any changes in our contact information and telephone numbers. This notification is to be made within a ten (10) day period of the event.
9. We acknowledge that we are not to exceed the following number of people to reside in the unit any anytime:
  - a. No more than two (2) adults in a One-Bedroom Unit
  - b. No more than four (4) adults in a Two-Bedroom Unit

Signature Renter #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #3: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #4: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit B**  
**Unit Lease Information**

**Property Address:** \_\_\_\_\_

**Deeded Unit Owner(s)**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Owner Current Mailing Address**

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Owner Emergency Contact Information**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (work)

**Tenant or Occupant (Must list all occupants)**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M / F (circle one)

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email)

Car: Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # / State \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M / F (circle one)

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email)

Car: Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # / State \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M / F (circle one)

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email)

Car: Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # / State \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M / F (circle one)

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email)

Car: Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # / State \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M / F (circle one)

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email)

Car: Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate # / State \_\_\_\_\_

**Lease Summary:** Begin Date \_\_\_\_\_ End Date \_\_\_\_\_

*By signing this document, I (we) affirm that the information shown above is accurate and current as of the date of signature. In addition, by signing this document, I (we) as the Deeded Unit Owner(s) acknowledge responsibility to make timely payments of association fees. I (we) further agree by signature(s) that in the event I (we) fail to make timely payments for a period of ninety (90) days, the association shall be allowed, without a court proceeding, to have the association's attorney direct my (our) tenants to make rental payments directly to the association's attorney, until such time my(our) account is fully paid for the entire calendar year.*

Deeded Owner Signature #1: \_\_\_\_\_ Date: \_\_\_\_\_

Deeded Owner Signature #2: \_\_\_\_\_ Date: \_\_\_\_\_

## Restrictions on Use

(1) Except as provided in section II(D) of the Master Deed, no part of the condominium property shall be used for any purpose except housing and the other purposes incident thereto and for which the condominium property was designed.

(2) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board except as expressly permitted in the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any unit owner in any manner. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit. No unit owner shall enter onto the roof of any of the buildings without the prior consent of the Board or managing agent, and no antennas, satellite dishes, or other devices for transmitting or receiving electronic, microwave, or similar signals, or any other structure, equipment, or other similar items may be placed on the roof or in any portion of the common elements.

(3) Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the buildings or contents thereof without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in the unit or in or on the limited common elements or on the common elements which will result in the cancellation or rate increase of Master Insurance Policy on buildings or contents therein or which would be in violation of any public law, ordinance, or regulation. No gasoline, other explosive, or flammable material may be kept in any unit or storage area. No gas logs may be installed by unit owners in fireplaces without the written approval of the Board. No waste should be deposited or left on the condominium property. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendation of the Fire Marshal and any public authorities having jurisdiction over the same, and the unit owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment to said unit. The use of any grill is prohibited by law, as a fire hazard. A violation will result in a fine.

(4) Except in the recreational areas designated as such by the Board, no playing or lounging shall be permitted, nor shall baby carriages, playpens, wagons, toys, benches, chairs, or other articles of personal property be left unattended in common areas of the buildings, stairwells, building entrances, parking areas, sidewalks, or lawns or elsewhere on or within the common elements. Bicycles may be stored in designated bike racks in parking areas at the discretion of and sole liability of the resident.

(5) The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to the manufacturer's directions.

(6) No unit owner may sweep, throw, or permit to be swept or thrown from the unit, from the doors, windows, or balconies thereof, any dirt, water, or other substance.

(7) Nothing shall be done to or in any unit or in the common elements (whether general or limited) which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements, except upon the prior written consent of the Board. Please see the Architecture Review Application.

(8) No improper, unlawful, noxious, or offensive activity shall be conducted in any unit or on the common elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to the other unit owners or occupants of the units. No unit owner shall make or permit any unreasonably loud or disturbing noises in any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated, any such sound-producing in a unit between the hours of midnight and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants.

(9) Except as provided in Article II (D) of the Master Deed, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, whether or not designed for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property, nor shall any unit be used or rented for transient, hotel, motel, or any other short-term rental purposes (e.g., Airbnb, VRBO). No sign or other window displays, or advertising shall be maintained or permitted on any part of the condominium property or in any unit, unless approved by the Board.

(10) No unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or the common elements appurtenant thereto, whether through or upon the windows, doors, or masonry of such unit, provided however, that unit owners may hang plants on any balcony appurtenant to the unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas, or other items be installed by the unit owner beyond the boundaries of the unit. No clothesline, clothes rack, or any other device may be used to hang any items on any window or balcony, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Patios or porches shall not be used as storage areas and shall otherwise be kept in a neat and orderly appearance. No balcony, deck, patio, or porch shall be enclosed by a unit owner without the prior written consent of the Board. No hot tub or sauna may be installed on any balcony, deck, patio, porch, or any limited common element.

(11) Owners are permitted to paint front entry and patio/deck doors the color of their choosing with the following condition: doors are to be painted one solid color **without** contrasting panels.

(12) The planting of plants, trees, shrubbery, and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board. No fences may be erected around or on the common elements. The only exceptions to this rule are the personal garden spaces adjacent to the pool parking lot. Residents interested in a gardening space should contact a board member.

(13) Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the managing agent.

(14) No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon a unit.

## **Enforcement of Governing Documents**

Pursuant to the provisions of the Master Deed for Coppershire Condominium Homes ("Coppershire"), which provisions authorize the Board to "enforce the remedies available against Unit Owners for violation of the provisions of the Condominium Documents...", the Board of Directors of Coppershire unanimously adopt the following rule containing a penalty for Restriction and Protective Covenant violations.



Pursuant to provisions of the Master Deed, Article V (B) and (C), the Board is authorized to levy fees and assessments to generate operating funds; levy fines to provide remedy for residents who fail to follow the Rules and Regulations devised from the Master Deed and the Bylaws; and place liens against unit owners who are more than 90 days delinquent on payment of fees and assessments, after notification with no resolution.

Resolved, that in order to enforce restrictions of the community for a more uniform neighborhood appearance and the protection of the property values in Coppershire the following fining policy for infractions of the Bylaws and Rules and Regulations have been adopted by Coppershire Board of Directors and will be enforced as outlined:

1. Unit owner/tenant will be sent a first violation/friendly reminder letter outlining the violation and allowing a maximum of thirty (30) days to correct.
2. Should the correction of the violation not be possible within the time frame allowed or the violation is disputed by the owner, the owner may send a written letter with any and all corresponding documentation, within ten (10) days from the date of the letter to the Board asking for an extension due to current circumstances, or reasoning that the violation is being disputed. The Board or its authorized agent will respond with the determination of the Board within ten (10) days of the receipt of the extension request.
3. If the violation is not corrected within the stated time allowed, the unit owner/tenant will be sent a second letter allowing ten (10) days to correct. The letter will advise that starting on the 11<sup>th</sup> day following the second letter, a fine of \$25 per day (not to exceed \$1,000 per violation) may be charged against their account until the violation is corrected.
4. If a unit owner fails to timely pay regular assessment charges, a late fine of \$25 per month shall be incurred by the unit owner.
5. Upon an owner's failure to comply with any of the foregoing, the Association may take action as necessary to remedy therewith, and the owner shall immediately upon demand, reimburse the Association or other performing party all expenses incurred in so doing, which may be inclusive of, but not limited to, reasonable attorney's fees and costs in enforcing.
6. Any unpaid fine shall constitute a lien. The unit owner shall be responsible for all costs of collections, including attorney fees and costs of the unpaid fine.

***Note: In the case of a violation by a tenant, the letter will be sent to the tenant with a copy to the unit owner. All fines are to be added to the account of the unit owner.***

Adopted by the Board of Directors of Coppershire Condominium Homes.

Adopted August 25, 2016, Revised January 2020.

Signatures on file

**Exhibit A**  
**Coppershire Architectural Review Application**

Kentucky Realty Corporation  
3944 Bardstown Road, Louisville KY 40218  
Fax: 502-473-7269  
[dh@kyrealtyonline.net](mailto:dh@kyrealtyonline.net)

**FILL OUT COMPLETELY**

Please submit this application, diagrams or drawings, and plat plans to the Property Manager at the above address. **NO REQUEST WILL BE CONSIDERED UNLESS COMPLETE.** The architectural review committee will review this application and approve or disapprove it within the time frame allowed by the association governing documents. This could take between 30 and 60 days.

**Please review the governing documents before submitting this form.**

NEIGHBORHOOD NAME: COPPERSHIRE CONDOMINIUMS

PROPERTY OWNED BY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBERS (if there are questions, we must be able to contact you): \_\_\_\_\_

I WISH TO RECEIVE NOTIFICATION OF APPROVAL/DISAPPROVAL BY: (PLEASE SELECT ONLY ONE OPTION)

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Postal Mail: \_\_\_\_\_

EVALUATION: (Sketch design and description if necessary; manufacturers literature is welcome)

1. Indicate expected start & completion date; changes/additions must be completed within 30 days of project start date
2. Include front and side view elevations with dimensions
3. Include location and depth of any required cuts or fills in the soil
4. Show the location of any existing utilities or drainage courses (if applicable or in close proximity)
5. Utilities must be marked by contractors before any digging is permitted
6. Secure building permit(s) required (if applicable)
7. Association is not responsible for fence removal/deconstruction by officials/entities exercising access rights to easements
8. All Fences must be constructed so that the finished side faces the outside perimeter

NATURE OF IMPROVEMENT: Attach plat plan, diagrams or drawings to help explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME AND PHONE NUMBER (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

TYPE OF MATERIALS, DIMENSIONS/COLOR (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION OF ADDITION/CHANGE: Attach a plat plan of lot showing location of home and proposed addition and change.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED START DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

NOTICE: Approval of any addition / alteration / change / structure by the committee is in no way a certification that the structure has been constructed in accordance with government rules or codes.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Office Use Only**

\_\_\_\_\_  
Approved/Denied  
By Architectural Review Committee

\_\_\_\_\_  
Date

Additional Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received: \_\_\_\_\_

Response Deadline: \_\_\_\_\_

# Annual Vital Information Form To Be Completed By The Unit Owner

## Basic Details:

Coppershire Address: \_\_\_\_\_ Lake Ave. (Enter the relevant unit number, 2-67)

If you are the owner (check one): I live in my unit  I rent my unit

**Owner's Primary Contact Details:** Please provide the details for the unit owner's main contact, including at least one phone number and email.

Name: \_\_\_\_\_

Phone: Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Preferred Email: \_\_\_\_\_

List the total number of occupants who reside in the unit: \_\_\_\_\_

**Occupant Information:** Please provide the details below for all additional occupants.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Under the Age of 18: Yes  No

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Under the Age of 18: Yes  No

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Under the Age of 18: Yes  No

**Occupant Vehicle Details:** Please provide the following details for any vehicle which belongs to an occupant of your unit and will be parked on Coppershire Property.

Vehicle 1: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_  
Plate #: \_\_\_\_\_ State: \_\_\_\_\_ Owner: \_\_\_\_\_

Vehicle 2: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_  
Plate #: \_\_\_\_\_ State: \_\_\_\_\_ Owner: \_\_\_\_\_

