



Sawyer Place Condominiums
Freys Hill Road
Louisville, KY 40241

Homeowner Manual

March 1, 2017

Sawyer Place Council of Co-Owners, Inc.

Homeowner Manual

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ARTICLE 1 - INTRODUCTION

Section 1 – Welcome to Sawyer Place

The Board of Directors hopes you will find condominium living within Sawyer Place to be one of the most convenient and enjoyable forms of home ownership. Sawyer Place is comprised of 32 units built in a Duplex style, with two attached units making up the 16 buildings.

As an owner within Sawyer Place, in addition to purchasing the interior of your home, you have purchased a percentage of ownership of the Condominium Association. It is the condominium Association that owns all of the common land and all of the 16 building structures. Because the Association owns the buildings, the association is responsible for maintaining the building exteriors and replacing such items as the roofs on each building. The Association is also responsible for contracting with companies to take care of the landscaping, provide snow removal, and assist the management of the association.

The Land Developer, who established a Condominium Regime under the laws of the Commonwealth of Kentucky, created the Sawyer Place Condominium which operates as a not-for-profit corporation. (Legal Name: Sawyer Place Council of Co-Owners, Inc.) Like all corporations, a Board of Directors manages the Condominium on a day-to-day basis. The Sawyer Place Board of Directors is comprised of 3-5 Sawyer Place unit owners. The Board of Directors is elected for a two (2) year term at the Annual Meeting held in August. It is the purpose of the Board of Directors to act on behalf of all unit owners to maintain, protect and enhance the value of your home and your lifestyle at Sawyer Place.

To promote your enjoyment of condominium living this Homeowner Manual has been prepared to provide all owners with a reference document explaining the Association Rules and Regulations.

Section 2 – Deferral to Regime Documents

The policies and procedures contained in this document have been prepared to familiarize residents in a brief form with the regime and regulations followed and enforced by the Board of Directors. This document has been prepared in accordance with the Sawyer Place Master Deed, Bylaws, and Rules & Regulations. This document is subject to the Recorded Documents and is not meant to be a replacement or substitute of said documents. The Actual recorded Documents contain complete information related to all aspects of your home ownership within Sawyer Place.

The Recorded (recorded with the Jefferson County Clerk) governing documents for Sawyer Place are:

- A. Master Deed; Deed Book 6959 Page 0421
 - a. First Amendment to the Master Deed, Deed Book 10748 Page 523-526
- B. Corporation Bylaws: Deed Book 08460 Page 0447
 - a. First Amendment to the Bylaws, Deed Book 09146 Page 0051
 - b. Second Amendment to the Bylaws, Deed Book 10748 Page 527-530
- C. Articles of Incorporation: Deed Book 00517 P 0321 (also recorded with Secretary of State)
- D. Rules and Regulations: Deed Book 6959 Page 0459

Section 3 – Amendment to Rules and Regulations

Each unit owner’s ownership and use of the unit shall be subject to the rules and regulations set out by the declarant of the property (Barmore Development and Construction, Inc.), and may be amended by the Board of Directors, in accordance with the Bylaws, from time to time, applicable to all unit owners.

Amendments will be provided to all residents on record in a timely manner.

Section 4 – Compliance

Sawyer Place unit owners and residents must comply with all provisions of the Master Deed, Bylaws, and Rules and Regulations of Sawyer Place Condominiums, as recorded in the Office of the County Clerk of Jefferson County, Kentucky, as Deed Book 6959, page 421.

Section 5 – Management

The Sawyer Place Board of Directors has contracted for association management services with a property management company. It is the responsibility of the management company to administer services under the direction of the Sawyer Place Board of Directors, as described in Contract for Association Management Services, Exhibit A. The management company is:

Community Management Associates, LLC (CMA)
4965 US Highway 42, Suite 1000
Louisville, KY 40222
502-491-3550
Manager: Jennifer Birkemeier

Section 6 – Emergency Contact Numbers

- MEDICAL, FIRE, and POLICE
 - In case of a medical, fire, or police emergency, please dial 911 and report to the proper authority.
 - Non-emergency police assistance (LMPD 8th Division): 502-574-2111

- UTILITY EMERGENCIES (24 hr./ 7 Day Emergency numbers)
 - Louisville Gas and Electric: 502-589-1444
 - Louisville Water Company: 502-583-6610
 - Metropolitan Sewer District (MSD): 502-587-0603

- ASSOCIATION ISSUES OR REQUEST FOR MAINTENANCE OR REPAIRS
 - Contact the Property Management Company (CMA) at 502-491-3550.
 - **AFTER HOURS EMERGENCIES RELATED TO THE ASSOCIATION**
 - **Call Management at 502-653-9532 please leave a message if it is not a true emergency CMA will return your call the next business day.**

ARTICLE 2 - DEFINITIONS

Section 1 – Common Elements

All structural elements and exterior surfaces of each building and any area outside each condominium unit that is generally available for use by all residents such as lawns, streets, guest-parking areas, etc.

Section 2 – Limited Common Elements

Those areas reserved for the exclusive use of a particular unit. Examples include driveways, patios or decks adjacent to a unit.

Section 3 – Unit

The enclosed space in each portion of the Duplex building from the interior, unfinished boundary surfaces of the ceilings, floors and walls. This is typically referred to as the enclosed Living Space and Garage Space.

Section 4 – Unit Owner (Co-Owner)

Every person, persons, or entity that holds record title of ownership to a unit.

Section 5 – Council (Sawyer Place Council of Co-Owners, Inc.)

Shall mean the Sawyer Place Council of Co-Owners, Inc.; a non-stock, nonprofit Kentucky Corporation, whose members are the Unit Owners of the units of the Project. A person(s) shall automatically become a member of the Council upon the recording of their title and shall remain a member until their recorded ownership ceases.

Section 6 – Board of Directors

The Board of Directors comprises between 3 to 5 unit owners serving a two (2) year term who are elected at the Annual Meeting by the 32 member Council of Owners. The Board has all powers necessary for the administration of the affairs of the Council and shall at all times manage and operate the Project. Directors have a fiduciary responsibility to manage the association in the best interests of the Council and to uphold the provisions of the Governing Documents, State and Federal Laws, and Local Ordinances. Board officers are President/Vice President, Treasurer, and Secretary.

Section 7 – Governing Documents

Body of legal, recorded documents including the Master Deed of Sawyer Place Condominiums, Articles of Incorporation for Sawyer Place Council of Co-Owners, Inc., Bylaws of the Corporation, and recorded Rules and Regulations.

Section 8 – Management Agent (Managing Agent)

The Board of Directors may employ a Managing Agent or Administrator to manage and control the Project subject at all times to the direction by the Board.

Section 9 – Common Expenses

Includes (but not limited to) all charges, costs and expenses incurred by the Council for, and connection with, the operation, administration, repair, maintenance, and replacement of common elements and premiums related to insuring of the Condominium Project.

Section 10 – Assessments

Assessments represent each Unit Owner's share of the Common Expenses. The Board of Directors in accordance with the provisions in the Governing Documents establishes the level of assessments each year. Payment of assessments is mandatory and the failure to pay assessments can lead to the forfeiture of ownership of a unit.

- A. The Board of Directors establishes the amount of the assessments each year during the budget process. The Association is on a Calendar Year Financial basis and Dues are subject to change each January 1.

Section 11 – Annual Meeting

Each year in the month of August, in accordance with the Master Deed and Bylaws, the Association holds an Annual Meeting of the members (Council). During the Annual Meeting, the Board reviews the business of the association, the budget and the members elect the Board of Directors for the upcoming year.

ARTICLE 3 – ENVIRONMENT AND PROPERTY USAGE

Section 1 –Sawyer Place Environment

It is the desire of the Sawyer Place Board of Directors to maintain a quiet, serene environment throughout the property. Compliance with the following guidelines is important to maintaining our neighborhood's pleasant environment:

- A. Co-owners should not make or permit loud and disturbing noises, or do or permit anything done that would interfere with the rights, comforts and/or convenience of other co-owners. Co-owners must keep the volume of any radio, television, musical instrument or other sound-producing device in their units sufficiently reduced so as not to disturb other co-owners.
- B. Co-owners may not keep gasoline, explosives or flammable material in any unit.
- C. Co-owners should comply with the posted speed limit (15 mph), and ensure that guests also comply.
- D. Co-owners shall observe and abide by all parking and traffic regulations posted by the Board or by governmental authorities.
- E. Except in limited common elements intended for such use, no playing or lounging is permitted, nor shall bicycles, baby carriages, playpens, toys, benches, chairs or other articles of personal property be left unattended on or within parking areas, sidewalks, lawns or elsewhere on the common areas.
- F. Solicitors are not permitted on the property. Any unit co-owner who is contacted by a solicitor on the property is requested to:
 - a. Tell the solicitor to immediately leave the neighborhood
 - b. Call the police if the solicitor does not leave the neighborhood
 - c. Notify the property manager.

Section 2 – Property Usage

- A. As detailed in the Sawyer Place Amendment to the Master Deed (section II D), Units **CANNOT BE LEASED OR RENTED** for any length of time or purpose aside from the noted exception therein.
- B. All units shall be used for single family residence only.
- C. No industry, business, trade, occupation or profession of any kind, commercial religious, educational or otherwise, whether for profit, altruism or otherwise, may be conducted, maintained or permitted on any part of Sawyer Place property.
- D. 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 of Directors does not assume responsibility for any occurrence, accident or injury in connection with such use.

- E. Each co-owner waives any right to make any claim against the Board, its servants, 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 these facilities.
- F. Unit Owners and residents are reminded to be continuously aware of actions that could be dangerous or offensive to other residents.
- G. Unit Owners are responsible for the cost of any repair or restoration to common or limited common elements caused by the negligence of the Unit Owner.
- H. The Association requires mandatory access to all units every other year in order to have the dryer vents cleaned out. This is an expense the association takes care of for all homeowners.

Section 3 – Parking

- A. No trailers, campers, recreational vehicles, boats, commercial vehicles or trucks used in a trade or business displaying name of such trade may be parked on the Condominium Project (except such commercial vehicles may be parked on the Condominium Project only while engaged in the active delivery or providing of services or materials to the Council or any Unit Owner.)
- B. All vehicles shall be parked wholly within designated parking areas.
- C. Junk or derelict vehicles or other vehicles on which current registration plates are not displayed may not be kept on the property.
- D. Parking in a manner which blocks sidewalks or driveways is not permitted. If a vehicle owned by a co-owner, or a member of co-owner's family, guests, invitees, etc. are parked in violation of these regulations or abandoned on the property, such vehicle may be towed or removed by the Board at the sole risk and expense of the unit co-owner.
- E. Motor vehicles are not allowed on any lawn, or any part of the common or limited common areas, including contractor trucks, delivery trucks and moving vans.
- F. No vehicles may be parked on the street overnight. Guests must park either in the driveways within the driveway boundaries of their unit, or in the designated parking areas at the front and rear of the Sawyer Place property.

Section 4 – Pets

- A. No animals of any kind may be raised, bred or kept in any unit or on the property, except dogs, cats, caged birds not to exceed one per unit. Additional dogs, cats or birds must be approved by written consent of the Board of Directors.
- B. No livestock, poultry, rabbits, snakes or other such animals or reptiles shall be kept in any part of the property.
- C. All pets must be registered and inoculated as required by law and registered with the Board of Directors or property manager.
- D. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets as well as pets who may be visiting.
- E. All pets must be restrained on a hand-held leash (or carried) at all times and be in full control when outside the residence. Leashes may not exceed a length which permits loss of control of the pet.
- F. All pets shall be controlled to prevent creation of a nuisance (barking, smell, appearance, threatening or aggressive behavior toward persons or other animals).
- G. Any pet repeatedly causing property damage or creating a nuisance or unreasonable disturbance shall be permanently removed from the Sawyer Place property within seven (7) days after notice in writing to the co-owner from the Board of Directors or property manager.
- H. No dog house, fencing or other structure used or intended for use as housing or restriction of movement of pets may be constructed, placed or maintained on any part of the Sawyer Place property.
- I. Pet owners must promptly clean up their pet's waste.

ARTICLE 4 - HOME OWNER ASSOCIATION FEES & FINES

Section 1 – Mandatory Dues & Assessments

- A. Unit owners are responsible for submission of their monthly association fee for their respective unit, as directed by Sawyer Place Board and in accordance with the accounting practices of the management company.

Section 2 – Due Date and Late Fees

- A. Monthly association fees should be mailed to the specified location to be *received no later than the first day of each month*, and will be considered delinquent if not received on or before the first day of the month that it is due.
 - a. If a unit owner is delinquent in excess of ten (10) days, a penalty of ten percent (10%) of the delinquent assessment will be payable for each month of delinquency beginning with the initial month.

Section 3 – Fines for Violations

- A. The Board of Directors has the right to fine owners for failure to follow the association deed restrictions and regulations.
 - a. Failure of the Board to enforce strict compliance with the policies, procedures, rules and regulations contained in the aforementioned documents shall not constitute a waiver of the Board's right to act on any violation.
- B. The association enforcement procedure is:
 - a. Send a violation letter to the owner notifying them of the violation and giving the owner the opportunity to correct the violation in a time-period no greater than thirty (30) days.
 - b. If not corrected within thirty (30) days, a second letter is sent explaining that if the violation is not corrected within 10 days, the association will apply a fine against the property. In extreme cases, the association has the right to pursue an Association Initiated Foreclosure on the Property.
 - c. The Board of Directors has the right to establish a reasonable fine to be assessed on a daily basis until the violation is corrected.
- C. The association's collection rights for fines are the same as unpaid assessments.

Section 4 – Association Collection Rights

- A. In the event an owner fails to pay their association dues, the association has the right to take legal action against the owner. The legal steps the association is authorized to follow include:
 - a. File a lien against the property.
 - b. Pursue a personal judgment against the owners.
 - c. File a foreclosure action to force the sale of the unit.

ARTICLE 5 - INSURANCE COVERAGE/LIABILITY

Section 1 – Association Insurance Coverage

- A. The Board will purchase and maintain all policies of hazard and liability insurance required by the Master Deed. The council of co-owners' insurance policy covers all terms common to the structures, specifically the exterior of the units to the interior studs of the unit, including all roof materials.

Section 2 – Homeowner Insurance Coverage

- A. Unit owners are required to provide their certificate of insurance from their insurance company to the Board to be kept on file by the property management company. A new certificate must be sent to the property management company when a new or renewal policy is purchased.

Note: It is not necessary to provide a copy of the entire policy, just the certificate of insurance that reflects their coverage as described above.

- a. Outside water line from meter to unit is the responsibility of the unit owner. Insurance is available via the Louisville Water Company.
- B. Each Unit Owner, at their own expense must obtain the following insurance coverage:
 - a. Property insurance coverage for their personal contents and any other fixtures and property not covered under the council's insurance policy.
 - b. General Liability and comprehensive personal liability insurance covering bodily injury to persons, and property damage due to the co-owner's negligence in an amount of not less than \$300,000 (The Board of Directors may change this requirement from time to time).

Section 3 – Usage of Common Elements Waiver

- A. 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 of Directors does not assume responsibility for any occurrence, accident or injury in connection with such use.
- B. Each unit owner waives any right to make any claim against the Board, its servants, 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 these facilities.

ARTICLE 6 – SELLING AND MOVING REQUIREMENTS

Section 1 – Selling Property

- A. Unit owners must notify the Board or the managing agent of intent to sell their unit prior to listing it with a real estate agent or placing a public notice of sale by the unit owner. An inspection of the limited common and common areas must be made by the managing agent prior to any sale.
- B. According to the State Condominium Law; Sellers must provide a Seller's Disclosure Certificate to potential buyers. This must be requested in writing to the Association Manager and they have ten (10) days to provide the Certificate and package to the owner.
 - a. There is a charge for the Sellers Certificate of 80% of your monthly association dues up to a maximum charge of \$225.
- C. Unit owners may not put any signs or other window displays or advertising on any part of the property, except one "for sale" sign is permitted to be located no more than five (5) feet in front of the unit. However, such signage may not be larger than one (1) sign of six square feet in area, and provided the sign must be removed within 5 days of the closing of the sale of the property.
- D. A unit owner, or his/her agent, may show his/her unit at reasonable times of the day for the purpose of sale. No unit may be rented or leased.

Section 2 – Moving In/Out of Sawyer Place

- A. Move-ins and move-outs are restricted to the hours between 8:00am and 9:00pm.
- B. Each unit owner is responsible for removal of trash, debris, crating or boxes related to that move-in or move-out.

ARTICLE 7 – ARCHITECTURAL OR LANDSCAPING CHANGES TO UNIT

Section 1 – Alterations, Architectural Modifications, Improvements to Units

The Board must review all written requests for any changes to the exterior of the buildings or changes or improvements to the common or limited common areas. The purpose of this requirement is not to discourage improvements but to limit improvements to those that enhance the value of the property and that conform to the overall appearance of the community. **An Architectural Modification Request form is available from the association manager.**

The Board will remain flexible in its actions. All requests for improvements will be reviewed using the following guidelines:

- A. The harmony of design and location in relation to surrounding units and landscaping design in the community.
- B. A requested change or installation has the potential for an increased cost of future common maintenance expense.
- C. Adherence to the following regulations:
 - a. No alteration or improvement to the unit which would alter or affect the common elements or any other Unit may be made by any unit owner without the prior written consent of the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, who has the obligation to respond in writing within 30 days of such request.
 - b. No application shall be filed by any Unit Owner with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common elements or other units, unless approved and executed by the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, who has the obligation to respond in writing within 30 days of such request.
 - c. Nothing may be done to any unit or in the common elements which would impair or would be likely to impair or change the structural integrity of any of the buildings. Nothing shall be altered or constructed on or separated from the common elements, except with the prior written consent of the Board of Directors. Consent shall be requested in writing through the Managing Agent. The Board, through the Managing Agent, will have the obligation to respond in writing within 30 days of such request.
 - d. Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roof thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Council.
 - e. Co-owners may not paint, change the appearance or otherwise alter any portion of a building except within the inside walls of their unit. Front door color may be changed with an approved Architectural Modification Form. An Architectural Modification Request Form is required & is available from the association manager.

Section 2 – Auxiliary Structures, Fences, Patios, Decks

- A. No antennas, satellite dishes, or other devices may be placed on any roof or in any portion of the Sawyer Place property without the prior written consent of the Board of Directors. An Architectural Modification Request Form is required & is available from the association manager."

- B. No fences may be erected on or around the property without prior board approval.

ARTICLE 8 – PROPERTY AND GROUNDS MAINTENANCE

Section 1 – Property Maintenance and Upkeep

- A. Unit owners are responsible for maintenance of the interior of their units, including but not limited to: general interior upkeep, such as painting of the interior, windows, including cleaning and glass breakage, maintenance of interior plumbing, pipes, fixtures, appliances, dryer vents, smoke detectors, furnace, air conditioner, water heater, screens and doors, garage door openers, and garage doors.
- B. No garments, rugs or other objects shall be hung from windows or facades of the property or in other areas.
- C. Unit owners are responsible for reporting any maintenance required for the common or limited common areas to the Sawyer Place property manager.
- D. Unit owners should not request the work directly of a contractor or repair person unless authorized by a Board member or the property manager.
- E. Unit owners will be held financially responsible for any work requested and performed in the common or limited common areas by any contractor that was not first approved by the Board or property manager. Such maintenance may be replaced, at the co-owner's expense, if it is found not to meet the requirements of the governing documents.
- F. No refuse, trash or garbage of any kind shall be kept, thrown or placed on any common areas.
- G. All garbage and trash must be placed in allocated trash containers, which are permitted outside no earlier than 6:00pm on the day preceding any regular garbage or trash collection day. The Sawyer Place Board requests co-owners to return their trash container to inside the garage as soon as possible after it has been picked up.
- H. Nothing should be stored on the common elements without the prior written consent of the Board of Directors, including personal property.
- I. Porches, patios, or decks may not be used as storage areas.

Section 2 – Grounds and Landscaping

- A. In order to maintain the mailboxes (replaced in 2011) and eliminate repairs, plantings around mailboxes should be only low-growing ground cover type, and any vines or climbing plants are not allowed to grow on or over the mailboxes and posts.
- B. Plants, flowers, trees, shrubbery and crops of any type must be approved by written consent of the Board of Directors. No trees or plants may be removed or placed in any common areas without written permission of the Board.

- a. Maintenance costs related to all approved owner plantings become the sole responsibility of the Owner and any subsequent owners. Failure to maintain and care for the plantings may result in the removal of the plantings by the Board. The cost of removal shall be charged back to the Owner and/or subsequent owner.
- C. No unit owner shall decorate or landscape any entrance or other planting area adjacent to the unit except in accordance with standards established by the Board of Directors or specific plans approved in writing, by the Board, which standards or approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common elements affected.
- a. Standards are defined as:
 - i. No statuary greater than three (3) feet in height may be placed in the mulched planting beds
 - ii. No variety of creeping ivy may be planted next to buildings nor planting in tree circles.
 - iii. Holiday decorations may not be installed greater than two weeks prior to the date of the Holiday and they must be removed no later than two weeks after the Holiday.
- D. A unit owner may garden and landscape the patio area after obtaining Board approval, provided that the Council is not responsible for any damage thereof resulting from its lawn maintenance.