

WESSEX PLACE HOA RULES AND REGULATIONS

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COMMON AREAS

1. The present occupant of the residence is that party who is entitled to the use of the common facilities at Wessex Place.
2. Because of the special construction and closeness of Wessex Place, extra courtesy and consideration is very important. All residents should use their garage facilities whenever possible.
3. Only members in good standing shall be entitled to the use of the common facilities; pool, clubhouse, and green spaces.
4. Rental Fees
 - a. Security Fees
 - i. \$100 – Any event, under 50 guests
 - ii. \$200 – Any event, 50 guests or more
 - b. Rental Fees (non-refundable)
 - i. \$42 – Groups of 12 or under
 - ii. \$98 – Groups between 13-50
 - iii. \$154 – Over 50 guests.

Make all checks payable to “Wessex Place HOA”

Please use separate checks for security and rental fees as security check will be returned if no damage is discovered.

5. Reservations will not be accepted more than two months in advance, on a first come, first serve basis.
6. As a matter of fairness and courtesy, it is requested that a resident who uses the clubhouse on a major holiday yield the same holiday to another resident on the following year, unless it is available.
7. Any resident giving a party is required to police the grounds and see that designated parking areas are used.

8. Anyone leasing the clubhouse is responsible for clean-up after the event. All trash is to be put into the dumpster in the back of the parking lot. Failure to do so will result in forfeiture of the security deposit.
9. The occupant of the residence is that party who is entitled to use the Clubhouse facilities at Wessex Place. In such case as the resident is a lessee or renter, the townhome owner shall be liable for charges established by the Board that exceed the security deposit.
10. Unscheduled use of the Clubhouse or Pool Area when said areas are formally closed and locked shall be considered TRESPASSING and shall be dealt with accordingly.
11. Residents requesting use of the Clubhouse shall sign a Temporary Lease Agreement and provide a check list upon completion of the use of the Clubhouse. In such cases as the resident is a renter / lessee the Townhome owner shall co-sign the Temporary Lease Agreement.
12. Everyone's cooperation is requested on Memorial Day, 4th of July and Labor Day in not having private parties in the Clubhouse on these days in order to allow residents full use of their facility at these popular times.
13. Effective 1998, smoking is prohibited inside the Clubhouse.

POOL AREA

NORMAL POOL HOURS are 9 AM - 9 PM Daily

1. Please adhere to all posted rules and regulations as these are for your safety and most are legal requirements.
2. No Pets are allowed in the fenced pool area.
3. No breakable (glass) containers are allowed within the fenced area.
4. No FOOD or DRINK will be allowed within the area of the pool deck. The pool desk is defined as the smooth concrete area immediately surrounding the pool.

5. Proper swim attire must be worn at all times. Any child needing diapers will be required to wear proper swim attire to avoid accidents while in the pool and its immediate surroundings.
6. Every person within the fenced pool area ***MUST BE SIGNED IN***. Sign in sheet is next to the back door of the clubhouse.

Please read signs posted to determine maximum people allowed in the pool at any one time.

NOTE: This is a Health Department rule. Violators can be fined up to \$100 and the pool can be closed for non-compliance.

7. Houseguest is defined as “any person staying 24 hours or more in the home of a Wessex Place resident/owner.”
8. A resident/owner **MUST** accompany all guests and house guests at all times.
9. No wet swimsuits are allowed in the clubhouse.
10. Swimming attire is limited to the kitchen area of the clubhouse.
11. A limit of six (6) pool guests will be placed on each household on all days the pool is open.
12. As a courtesy to other residents and to prevent furniture damage, **TOWELS** must be placed on each chaise lounge and chair when in use.
13. No running or horseplay is allowed in the pool area.
14. Music from radios, iPods, TVs, etc. will be kept at a level allowing personal enjoyment but not so loud as to be offensive to other residents enjoying the pool.
15. Bikes, skateboards and other similar vehicles must be kept on the parking lot side of the fence.

16. It is everyone's responsibility to keep the pool area free of litter and personal refuse.
17. Any resident's personal possessions (towels, rafts, toys, etc.) brought to the pool should be removed from the pool area when leaving. Wessex Place will not be responsible for any items left in the pool area.
18. Any person requesting use of the pool for a private party must contract, at his/her own expense, to have a lifeguard present. The arrangements should be made through the Pool Committee to reserve the pool for a private function.

HOA DUES

1. Association dues are payable on a quarterly basis, due on the first day of the first month of each quarter (4/1, 7/1, 10/1, 1/1)
2. A late charge of \$20.00 per month will be charged to delinquent accounts.

AMENDMENT ADOPTED JULY 15, 1991: When the delinquent account plus the late charges is greater than \$1000.00, the late charge will be 2.5% per month on the unpaid balance.

3. Property that is for sale and is delinquent will receive a second notice after 30 delinquent days. If payment has not been received by the end of the quarter, a lien will be placed on the property.

AMENDMENT ADOPTED OCTOBER 26, 1992: All other accounts will receive notices periodically for delinquency, and if payment is delinquent one quarter, a lien will be placed on that property.

DOGS

1. All dogs are to be confined to their owner's property.
2. Wessex Place does not have an area for dogs to be walked.
3. 3. If dogs are to be walked off the owner's property, they must **be confined to a leash and excrement removed**.
4. If the Board of Directors receives a written complaint of a dog violation, a warning letter will be sent to the pet owner by certified mail.
5. If a second violation occurs, the pet owner will receive a \$50 fine.

VEHICLES

1. As per Deed of Restrictions (available on <http://wessexplace.org> under the "Realtors" section):

"No motor boat, houseboat, or other similar water borne vehicle, no mobile home or travel trailer, either with or without wheels, and whether or not self-propelled, no trailer, truck or commercial or farm vehicle of any type, whether with or without wheels and no automobile which is inoperable, may be maintained, stored, parked or kept on any lot, (including without limitation, any portion of a lot behind the garage or in an area designated as "access easement" on the subdivision plat showing the lot); EXCEPT THAT THE SAME MAY BE KEPT WITHIN THE ENCLOSED GARAGE ON THE LOT; and none of the foregoing shall be habitually parked or kept on any street." (This should be sufficient to allow owners to load, unload, clean, etc.)
2. Vehicles pursuant to the above may be allowed on the property for a consecutive (48) forty-eight hour period only. (This should be sufficient to allow owners to load, unload, clean, etc. these vehicles).
3. Vehicles pursuant to the above, parked beyond the (48) forty-eight hour time limit, will be subject to a fine of \$20.00 per day.

Please note the Deed of Restrictions and its limitations (available on <http://wessexplace.org> under the "Realtors" section).

CLUBHOUSE

1. Keys to the Clubhouse are limited to the House Committee and to the Board of Directors.
2. Use of the Clubhouse is restricted to private parties given by a resident.
3. Residents giving the party shall be in attendance at all times and be part of the party.

RESIDENTIAL USE ONLY

Each lot shall be known as described as a residential lot and shall be used EXCLUSIVELY FOR RESIDENTIAL PURPOSES, except lot 24 which may be used for a clubhouse and/or recreation area.

All commercial activities are absolutely prohibited.

No trade or business of any kind (and not practice of medicine, dentistry, chiropody, osteopathy and the like) carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any horse, cow, hog, goat or similar animal nor any chickens, ducks, geese or other fowl be kept or maintained on said lot or any part thereof. Dogs, cats, and other pets shall at all times be confined to the lot occupied by the owner of such dog, cat, or other pet.

ADDITIONS, ALTERATIONS OR IMPROVEMENTS

No additions to, alterations or improvements of, THE ORIGINAL EXTERIOR ARCHITECTURE, DESIGN, OR COLOR OF THE STRUCTURE on each lot may be made without the written approval of Hurstbourne Town Homes Residents Association Inc.