



WEMBERLEY HILL GARDEN HOMES, INC.

RULES – REGULATIONS

Effective January 1, 2019

VERSION 8.7.2

The most current Rules & Regulations can be found at

www.wemberelyhill.com

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Article 1 - Introduction

Section 1 – Overview

Welcome to Wemberley Hill Garden Homes (WHGH), a low-maintenance condominium community. It is the wish of your Board of Directors that you will find condominium living the most convenient form of home ownership.

- A. To promote your enjoyment of condominium living, these Rules and Regulations (R&Rs) have been prepared for you to share the policies and procedures that your Board of Directors follows to best serve each resident of the Wemberley Hill Garden Homes Association, often referred to in this document as “WHGH”.
- B. The WHGH Board of Directors acts on behalf of all Unit Owners. The purpose of the Board of Directors is to maintain, protect, and enhance the value of your home and your lifestyle at Wemberley Hill Garden Homes.
- C. This document and much more information can be found on the WHGH website: www.wemberleyhill.com
 - The website includes:
 - Frequently Asked Questions
 - Service Request Forms
 - WHGH Clubhouse Application and Rental Agreement
 - WHGH Clubhouse Rental Checklist Form
 - WHGH Legal Documents
 - WHGH Master Deed
 - WHGH Master Deed Amendment
 - WHGH Bylaws
 - WHGH Rules and Regulations
 - WHGH Certificate of Liability Insurance

Section 2 – Deferral to Regime Documents

The R&Rs are designed to familiarize residents with the Association and its policies and procedures. Reference that is more authoritative may be found in KRS 381.805 to KRS 381.9207, the Horizontal Property Law & Kentucky Condominium Act, the Master Deed, the Articles of Incorporation, and the Bylaws.

Section 3 – Amendment to the Rules and Regulations

The Board of Directors may amend the R&Rs from time to time. Copies are available to all residents on record upon request and this document is available for viewing on the WHGH website, www.wemberleyhill.com

Section 4 – Document Hierarchy

In case of conflict between these R&Rs and other applicable documents, the Kentucky Revised Statutes 381.805 to 381.9207, the Master Deed, the Articles of Incorporation, the Bylaws, and then the R&Rs shall control and in that order.

Article 2 - Definitions

Common Area	The Common Area is any area outside of each unit that is generally used by all residents such as lawns, streets, Clubhouse, guest parking areas, and the swimming pool.
Good Standing	Is an owner who is no more than 30 days delinquent on their monthly maintenance fee.
Governing Documents or Covenants	The order of governing documentation is: <ul style="list-style-type: none">• Horizontal Property Law & Kentucky Condominium Act• Master Deed• Articles of Incorporation• Bylaws• Rules and Regulations
Horizontal Property Law & Kentucky Condominium Act	Means all applicable parts of Kentucky Revised Statutes, sections KRS 381.805 to KRS 381.9207
Limited Common Areas	Limited Common Areas are those areas for the use of a particular unit or units to the exclusion of other units. These include: <ul style="list-style-type: none">• Driveways adjacent to a unit• Patios adjacent to a unit• Porches adjacent to a unit• Shrubbery beds adjacent to a unit
Owner	Every person recorded with the Jefferson County Clerk’s Office and is the listed owner of a unit of WHGH.
Resident	A resident is any person who resides in a unit.
Unit	An enclosed space in a building, having direct access to the Common Elements, intended for use as a private residence.

Article 3 – Property Management

The WHGH Board of Directors is a volunteer working Board that manages the complex and is responsible for carrying out day-to-day operations of the Association.

If you experience any problems or deficiency with the Common or Limited Common Areas, particularly around your unit, you must complete a Service Request Form and deposit it in one of the two Clubhouse Dropboxes where maintenance fee payments are deposited. The Service Request Form will be followed up by the Board member who manages the part of the complex referred to in the Service Request.

- Service Request Forms are located:
 - In the Clubhouse foyer
 - WHGH web page www.wemberleyhill.com under the WHGH Forms tab

IN CASE OF A MEDICAL, FIRE, POLICE OR UTILITY EMERGENCY, DIAL 911 or the appropriate agency, and REPORT THE EMERGENCY.

All correspondence with the Association can be deposited in one of the two Clubhouse Dropboxes where maintenance fee payments are deposited, or addressed by U. S. Mail to the Board, 10601 Wemberley Hill Blvd, Louisville KY 40241.

Article 4 – Owners Responsibilities

A. Compliance with all provisions of the:

- Horizontal Property Law & Kentucky Condominium Act
- Master Deed
- Bylaws
- Rules and Regulations (R&Rs)

Lack of knowledge of these documents will not be an excuse for a violation of any of the governing documents. Please keep these documents in a convenient place for referral.

- B. No unit of Wemberley Hill Garden Homes is to be rented or leased and must be owner-occupied.
- C. All Unit Owners, residents, family members, and visitors must comply with the fifteen mile per hour (15 mph) speed limit and other traffic signs.
- D. Insure that all guests and non-owner residents comply with the Master Deed, Bylaws, and R&Rs.

- E. Obtain and maintain adequate insurance coverage at the owner's expense. See Article 5 for specific requirements.
- For the owned unit
 - For your personal property
 - For Comprehensive Personal Liability Insurance that covers:
 - Bodily injury to persons
 - Property damage due to the Unit Owner's negligence in amounts that shall be determined by the WHGH Board of Directors
- F. Maintenance of the interior of the unit is the responsibility of the Unit Owner. This includes:
- painting of the interior
 - window cleaning
 - replacement of broken window panes & screens
 - also maintenance of interior:
 - plumbing fixtures
 - appliances
 - dryer vent cleaning (See NOTE below and RECOMMENDATIONS, page 22)
 - smoke detectors (See RECOMMENDATIONS, page 23)
 - furnace
 - air conditioner (See RECOMMENDATIONS, page 24)
 - water heater
 - all doors to the outside of the unit and storm & screen doors
 - maintenance and repair of garage doors, tracks, openers and locks, etc.
 - a. For safety, security, and appearance of our neighborhood, it is recommended garage doors remain closed unless that area of the unit is being utilized and particularly in the winter to keep pipes from freezing.

Important Note:

- All repairs, changes or upgrades that are visible from the outside must first be approved in writing by the Board of Directors.
 - A Service Request Form must be completed and approved before installation of any vents and/or having a hole cut in the roof.
- G. All garbage and refuse shall be removed from the interior of the unit (including garage).

H. Unit Owners are responsible for repairs of property damage done to the Common Areas, Limited Common Areas and/or Facilities caused by the:

- Owner(s) and/or Resident(s)
- Invitees
- Licensees
- Guests
- Family members
- Pets
- Vehicles

Important Note:

- Persons who enter the premises of another, by the owner's request or inducement are considered invitees.
- The one who invites has a legal obligation to maintain the property in a safe condition for any invitee.
- A licensee is one that is given permission or consent to enter a unit, such as a repairperson, etc.

I. Unit Owners are responsible for reporting to the Board of Directors any maintenance required for the Common or Limited Common Areas by submitting a written Service Request Form.

J. Each Unit Owner is required by The Bylaws to file a copy of their Deed with the Board of Directors.

K. Each Unit Owner who has a mortgage on their unit is required by the Bylaws to notify the Board of Directors:

- The name and address of the mortgagee
- The release of such mortgage, at the appropriate time

L. Unit Owners will be held financially responsible for any work requested of a contractor and performed in the Common or Limited Common Areas by any contractor that was not first approved through written permission of the Board of Directors. Such work may ultimately be repaired or replaced by the Board of Directors, at the Unit Owner's expense, if such work does not meet the requirement of the governing documents.

M. Because WHGH is required to provide documentation for closing, Unit Owners must notify the Board of Directors, in writing:

- Their intent to sell unit prior to placing it on the market
- An inspection of the Common and Limited Common Areas may be made by a Board Member prior to any sale
- Failure to comply with this requirement could cause a delay in the closing.

N. The seller of a unit is to provide a purchaser with up-to-date copies of the:

- Master Deed
- The Bylaws
- The Rules and Regulations
- Clubhouse keys

Any further information or items, required by a purchaser, their Real Estate Agent, or their Attorney, or the Kentucky Condominium Act, or any further information pursuant to the Horizontal Property Law, may be obtained from the Association by written request mailed to the Board. There is a charge for this information as provided for under the Kentucky Condominium Act. Telephone requests for information will not be accepted. Additional copies of the above-mentioned documents can be obtained upon request for a fee.

O. Prior to making alterations, modifications or upgrades that involve any common elements (including but not limited to the roof, slab, common portions of electrical or plumbing, and all interior and exterior walls) a Unit Owner must notify the Board of Directors of their intentions by submitting:

- A Service Request Form.
- Details and drawings to describe the desired changes must be included.
- The Unit Owner must not begin any work until they receive written approval from the Board for their project.
- In addition, copies of local Building Codes and Permits must be provided to the Board at appropriate times, and they will be included in the unit's file.

P. It is the Unit Owner's responsibility to ensure that the local, state, and national building codes are followed for work performed by the Unit Owner or their contractor.

- This includes obtaining all permits required by law.

Section 1 - Radon Exhaust

Based on the legal opinion of WHGH's attorney, the WHGH Board of Directors will follow these guidelines with regard to Radon:

- It is the responsibility of the WHGH Unit Owner to have the unit inspected for radon by a professional certified technician licensed by Kentucky.
- If the unit requires venting, the Unit Owner must submit a Service Request, and the inspection report, to the WHGH Board of Directors which will have the vent installed.
- Once installed, the vent becomes a Limited Common Element and from then on, the Unit Owner is responsible for maintenance.

Article 5 - Insurance

Section 1 – Council of Co-Owners Requirements

The Wemberley Hill Garden Homes Association insurance policy covers all items common to the structures:

- That would be the exterior of the unit to the unfinished surfaces of the unit, including all roof materials.
- The insurance policy also covers the Common structures, such as the Clubhouse and its furnishings and equipment.

Section 2 – Unit Owner Requirements

A. The Unit Owner is required to have replacement cost insurance coverage:

- From the unit's interior unfinished surfaces inward with the amount of coverage being adequate to cover the full replacement cost of those items of the unit for which the Unit Owner is responsible. This includes, but is not necessarily limited to:
 - Plumbing and related fixtures
 - Cabinets
 - Built in appliances
 - Floor coverings
 - Heating
 - Air conditioning equipment (including all pipes and ducts)
 - Electrical wiring, equipment and fixtures
 - Water heater
 - Telephone
 - Garbage disposals
 - Storm & screen doors and exterior doors that connect to the unit, including the door from the unit to the unit's garage and the garage door.
 - The unit owner's personal property in the Common or Limited Common Areas is also the responsibility of the Unit Owner.

- B. The Unit Owner is required to have comprehensive personal liability insurance in amounts that shall be determined by the Board, but in no event less than \$100,000. The Certificate of Insurance should also show the coverage contains a cross-liability endorsement or appropriate provision to cover liability of the Units' owners, individually and as a group (arising out of their ownership interest in the Common Elements), to another Unit owner.
- C. All pet owners must have personal liability insurance included in their coverage for their pets for bodily injury and property damage to any other resident, guest, or guest of any other resident.
- D. These insurance requirements apply to all residents and Unit Owners.
- E. Each Unit Owner is required to provide the Board of Directors with a certificate of insurance from their insurance company showing that they have the required property and personal liability insurance in effect.
 - An annual update of this Certificate of Insurance (COI) is required.
 - A new certificate will need to be filed with the Board of Directors when a new policy is purchased or on renewal of an on-going policy.
 - a. If the homeowner will have WHGH listed as a certificate holder on the insurance policy, WHGH will automatically be sent an COI annually by the insurance company.
 - The Board of Directors does not need a copy of the Unit Owner's Policy, just the certificate of insurance.
- F. Failure to have such certificate of insurance on file will subject the Unit Owner to a penalty as outlined in the Section of these Rules and Regulations (ARTICLE 11) pertaining to Fines and Penalties.

Article 6 – Common and Limited Common Areas

Section 1 – Common Areas

As defined in Article 2, the Common Area is any area outside of each unit that is generally used by all residents such as lawns, streets, Clubhouse, guest parking areas, and the swimming pool.

- A. All Common Areas and elements of WHGH shall be used only for their designed purpose.
- B. No smoking is permitted at any time in the Clubhouse.
- C. Nothing shall be done to or kept in the Clubhouse or swimming pool area that would impair the structure or integrity of the structure.
- D. No furniture or other Clubhouse items shall be removed from the Clubhouse.

- E. No clothing, sheets, blankets, rugs, or laundry of any kind shall be hung or exposed outside of the unit.
- F. No "yard sales," "garage sales", or similar activities may be held at any time in the Common or Limited Common Areas.
- G. No signs, posters, or bills may be placed or maintained in the complex without Board approval except that an owner may place and maintain a "FOR SALE" sign no larger than two feet by three feet in size, and no more than five feet from the porch.
- H. No refuse, trash, or garbage of any kind (including cigarette butts) shall be kept, thrown, or placed on any Common or Limited Common Areas.
- I. No noxious or offensive activity shall be permitted in the Common or Limited Common Areas and facilities:
 - That may become an annoyance or offensive to another resident
 - Alternatively, that may cause damage to property.
- J. No trees or shrubs are to be removed or placed in Common or Limited Common Areas without prior written permission from the Board.
- K. No items of any kind (flags, statues, etc.) should be placed in grassy areas because it impedes lawn mowing.
- L. It is NOT permissible to attach anything to buildings by drilling holes in the masonry, roof, or gutters for any reason or to damage trees by penetrating the bark in any way.

Section 2 – Limited Common Areas

As defined in Article 2, Limited Common Areas are those areas for the use of a particular unit to the exclusion of other units. This includes the driveway adjacent to a unit, shrubbery beds adjacent to a unit, and the porch and patio adjacent to a unit.

- A. Nothing, with the exception of a reasonable amount of flowers and small decorative items, may be placed in the Limited Common Areas without the written approval of the Board of Directors. The definition of "reasonable" and "small" is solely at the discretion of the Board, but will be based on common neighborhood standards.
- B. No trees or shrubs may be trimmed in Limited Common Areas without written approval by the Board of Directors.
- C. No fruits or vegetables, other than one or two tomato plants, may be planted and grown at WHGH. The tomato plants are permitted only within a unit's patio area and are prohibited on porches in an effort to reduce the attraction to wildlife in our driveway areas.

Section 3 – Units

- A. Unit Owners must have written Board approval to:
 - Paint (except within the inside walls of their unit)
 - Change the appearance or
 - Otherwise alter any portion of a building.
- B. All exterior doors, including the garage door, must be painted the same color as existing doors in the complex.
- C. All units shall be used for single-family residence only.
- D. All occupants shall exercise extreme caution about making noise and in the use of musical instruments, televisions and other electronic equipment that may be a disturbance to other residents.
- E. No livestock, poultry, rabbits, snakes or other such animals or reptiles are allowed to be kept in any part of the project.
- F. No Unit Owner shall allow, without the written approval of the Board of Directors, installation of wiring on the outside of a unit or protruding through the walls, windows, or roof of a unit.
 - Examples include:
 - electrical
 - telephone installations
 - machines
 - air conditioning units
 - other equipment
 - appurtenances
 - The only exception to Section 3 Part E is the addition of the LGE Conservation Device; it does not need Board approval.
- G. Garbage cans and recycle bins shall not be put out sooner than 5:00 p.m. the day before the pickup date and must be returned to the garage no later than the 9:00 p.m. the day of the pickup. Garbage cans, recycle bins and refuse are not to be kept outside of the unit's garage except during the hours mentioned above.

Article 7 – Driveways – Streets – Parking – Parking Areas

Section 1 – Driveways and Streets

- A. All residents and guests must comply with the following Rules and Regulations (R&Rs):
- The posted fifteen (15) mph speed limit
 - All other traffic signs
 - All state and local traffic laws shall be obeyed
 - All vehicles shall be operated on the proper side of the roadway
- B. All motor vehicles are restricted to the streets and driveways.
- C. No vehicles are permitted on lawns or other parts of Common or Limited Common Areas for any reason.
- This includes contractor's trucks, delivery trucks, and moving vans.
- D. All residents are responsible for damage caused by their vehicle or by the vehicles of their guests.
- E. No skateboards are permitted within the community.
- F. Inoperative and unlicensed vehicles are permitted only in unit garages and must not be parked on streets or in parking spaces.
- Such vehicles will be considered abandoned and will be towed by order of the Board of Directors seven days after notice is posted on such vehicle
 - The costs thereof shall be reimbursed by the owner, subject to a lien on the Unit Owner's property if necessary.
- G. Repairs and oil changes of any vehicle must be done in the garage.

Section 2 – Parking and Parking Areas

- A. The Unit Owner is responsible to see that their guests park their vehicles in such a manner as to not block other residents' access or emergency vehicles.
- B. No parking is permitted along Wemberley Hill Blvd
- C. No vehicle may be parked overnight in front of the Clubhouse without submitting a Service Request form and obtaining the Board's approval.
- D. There shall be no overnight parking of recreational vehicles or trailers within the community.
- E. No "PODS" (Portable on Demand) or other storage containers are permitted without Board permission.
- Such permission is subject to submission of a completed contract for the storage container and evidence of its rental payment.

Article 8 – Pets

Section 1 – Pets – Control of Pets

- A. No pets over 35 pounds are permitted in WHGH. Only two pets per household are permitted. Service dogs are exceptions to these rules.
- The following pets are banned regardless of weight:
 - Rottweiler
 - Pit Bulls
 - Rabbits
 - Monkeys
 - Doberman Pinschers
 - Chow
 - Snakes
 - Reptiles
 - German Shepherds
 - Exotic Animals
 - Lizards
 - Livestock
- B. All pets must be inoculated and licensed in accordance with local ordinances.
- C. All pets shall be controlled to prevent a nuisance (e.g., barking, smell, appearance threatening, or aggressive behavior) to persons or other animals.
- D. Any pet causing repeated property damage or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property in seven (7) days after notice in writing from the Board of Directors has been given to the owner.
- E. The breeding of any type animals is not permitted.
- F. All pets must be restrained on a hand-held leash at all times when outside the residence.
- G. Property damage caused by pets will be the responsibility of the pet owner to repair or pay the cost of repairs.
- H. All pet owners must have personal liability insurance included in their insurance coverage for their pets for bodily injury and property damage to any other resident or guest of the owner or guest of other residents.
- I. Pet owners are immediately required to dispose of pet waste in a proper manner.
- J. No house, fencing, or other structure used or intended for use as housing, restriction or movement of pets may be placed on any part of the condominium property.

Section 2 – Restricted Areas

- A. No pets of any kind are permitted at any time or for any reason in the Clubhouse or pool area with the exception of service animals.
- B. Pets may not be staked, leashed, or tied to anything in the Common or Limited Common Areas.

Article 9 – Clubhouse Facility and Pool

Section 1 – Clubhouse

- A. The Clubhouse is for the exclusive use of the Wemberley Hill Owners and Residents.
- B. All guests must be accompanied in the Clubhouse by their resident host.
- C. No Smoking is permitted in the Clubhouse.
 - All smoking must be done outside and all cigarettes and cigars must be disposed of in a proper container.
 - No cigarette waste is to be discarded on WHGH grounds.
- D. When leaving the Clubhouse:
 - Ensure that all lights and fans are turned off
 - Ensure that all exercise equipment is turned off
 - Ensure that all appliances (including TVs) are turned off
 - All doors are locked.
- E. No open flames are permitted (except birthday candles).
 - Use of lit candles as table décor or the use of the fireplace prohibited.
- F. No pets are permitted in the Clubhouse at any time, except service animals.
- G. WHGH assumes no responsibility for lost or stolen articles.
- H. Appliances are for everyone's use, and must be left clean and empty.
- I. Any owner wishing to have exclusive use of the Clubhouse must reserve it in advance by contacting the Clubhouse Coordinator.
 - Clubhouse Agreement and Checklist can be secured by:
 - Contacting the Clubhouse Coordinator
 - WHGH web page under the WHGH Forms tab www.wemberleyhill.com
- J. Misconduct or disregard for these rules may result in loss of privileges to the Clubhouse.
- K. All children under the age of eighteen (18) must be accompanied by an adult resident.
- L. No children under the age of eighteen (18) or guests are permitted to use the exercise equipment.
- M. No one is permitted to sleep over in the Clubhouse.
- N. No vehicle may be parked overnight in front of the Clubhouse without submitting a Service Request form and obtaining the WHGH Board approval.

Section 2 – Reservations

- A. Reserving the Clubhouse is accomplished through the Clubhouse Coordinator
- B. Clubhouse Reservations require the following:
 - The completion of a rental agreement
 - The Clubhouse Agreement and Checklist can be secured by:
 - Contacting the Clubhouse Coordinator OR
 - On the WHGH web page under the WHGH Forms tab www.wemberleyhill.com
 - A rental payment as stipulated in the Rental Agreement
 - A refundable damage deposit of one hundred dollars (\$100.00)
 - These payments must be on separate checks
- C. Upon completion of check out, if there is no damage and Clubhouse is clean, the one hundred dollars (\$100.00) damage deposit will be refunded.
- D. If any damage occurs to the Clubhouse while in use for a private party the cost of repair or replacement will be an assessment against the Unit Owner.
 - If the assessment is not paid within 30 days of the notice and assessment, a lien will be filed and the matter turned over to WHGH's attorney for collection.
 - Damages will also include any legal cost of collecting the assessment.
- E. Limited parking for the Clubhouse and the Pool is available in front of the Clubhouse. There is one space for handicapped parking.
 - When reserving the Clubhouse for private use, the Unit Owner renting the Clubhouse must make special arrangements for guest parking in excess of the number of spaces available.
 - Clubhouse guests are not permitted to park on Wemberley Hill Blvd.
 - Clubhouse guest are not permitted to block residents' garages.
 - Failure to abide by these parking rules could result in penalty assessments.
- F. Use of the Clubhouse for WHGH community events takes priority over reservations.
- G. Reservations will be on a "first come-first serve" basis. Only upon receipt of checks and signed agreement will the reservation be confirmed.
- H. Cancellation of a reserved event must be made, in writing, to the Clubhouse Coordinator 48 hours prior to the event.
 - Failure to do so may result in the reservation fee being forfeited.

- I. In the event of the death of a resident, the Clubhouse may be used for a gathering of family and friends after the funeral.
 - There will be no charge unless there is damage to the facility or failure to clean up the Clubhouse after the use.
- J. The Clubhouse cannot be used for business or organizational meetings or functions.

Section 3 – Swimming Pool

- A. All Unit Owners and guests are to observe all posted rules for the use of the pool.
 - Anyone found not observing pool rules will be asked to leave for the balance of the day.
- B. The pool cannot be reserved.
 - Unit Owners are requested to observe a limit of five guests.
- C. A guest is not permitted in the pool area unless accompanied by a WHGH Resident.
- D. Children wearing Baby Swim Diapers are permitted in the pool.
- E. No pets are to be in the pool area at any time.
- F. Only five people are permitted in the pool at any one time since we do not employ a lifeguard, per rules of the Louisville Metro Board of Health.
 - If more than five persons are found to be in the pool at any one time, each person in the pool is subject to a fine not to exceed one hundred dollars.
- G. Effective with the May 30, 2016, pool opening, a phone will be provided outside to allow easy access for calling 911 in case of emergency.
- H. An EMERGENCY TELEPHONE is located on the WHGH Clubhouse wall near the pump room door. This is a restricted telephone that can be used to immediately dial 911 in case of emergency. It will not dial any other number.
- I. No running or other horseplay is permitted in the pool area.
- J. Owners are responsible for use of all property in the pool area.
 - Lower umbrellas when you leave.
 - Turn off lights
 - Lock all doors
 - Lock the gate to the pool area.
- K. Owners are responsible for the actions of their guests.

Article 10 – Architectural Modification – Landscape Modifications

Section 1 – Overview

The Board of Directors 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; however, it is the responsibility of the board to make sure those improvements enhance the value of the property. It is also a responsibility of the board to make sure improvements conform to the overall appearance of the community. The Board of Directors will evaluate all requests for improvements based upon the following:

- A. It is important to have harmony of:
 - Design
 - Location in relation to surrounding units
 - Landscaping design in the community
- B. It is important to consider and prepare for potential costs of future maintenance or expenditures.
- C. It is important to adhere to the following regulations.

Section 2 – Architectural Changes

Unit owners desiring to have repairs, upgrades or changes to the exterior parts of the building must have written approval from the Board of Directors prior to proceeding with the project.

Examples:

- windows, with the exception of replacement of broken panes to existing windows
 - all doors opening to the outside of the unit, including patio doors
 - patios
 - fences
 - electrical
 - plumbing
 - dryer vent
 - furnace and air-conditioning systems
- A. Upon written notice, from the Board of Directors, all unauthorized changes must be restored to original condition at the Unit Owner's expense.

Section 3 – Roof Vents (Dryer, HVAC, Furnace)

- A. If a Unit Owner wishes to have a roof vent installed, relocated or replaced, they must:
- Submit a Service Request Form that includes:
 - Drawings and specification for the roof vent relocation.
 - The name and contact information of the contractor.
 - A copy of the contractor's Certificate of Insurance (COI)
 - The WHGH Board of Directors will review the request and inform the Unit Owner of approval or rejection. Further instructions for procedures will be included with an approval.
 - New roof vents must be painted black to match existing black vents.
 - When new dryer vents are installed, the old dryer vent must be removed from the roof within 30 days and its hole properly patched and covered with shingles that match the existing roof.
 - All roof repairs must be initiated by the WHGH Board and made by WHGH's approved roofing contractor. The Unit Owner will be billed by WHGH for roof repairs related to their approved Service Request.

Section 4 – Landscape Changes

- A. Without request, potted plants may be placed and one or two tomato plants may be planted in the patio area. Without Board permission, small bedding plants and flowers may also be planted in the patio area.
- B. Without request, potted plants may be placed in the porch area or around the base of any trees within the unit's Limited Common Area. Without Board permission, small bedding plants and flowers may also be planted in the mulched areas adjacent to a unit.
- C. Statuary, yard flags, etc. must all remain within the mulched areas. Nothing can be placed in the grassy areas of the lawns.
- D. No plantings are permitted against the outside of patio fences.
- E. No other landscaping work or alterations of any kind, including adding or removing plants may be done in the Common or Limited Common Areas without the Board of Directors written approval.

Section 5 – Auxiliary Structures – Fences and Patios

All plans for auxiliary structures (patios, fences, etc.) must be presented to the Board of Directors with drawing and explanations before permission for construction and placement may be granted.

- A. Patio floor shall be nine (9) feet by thirteen (13) feet, with the thirteen-foot dimension being parallel to the unit wall.
- B. Patio fence construction shall abide by the following guidelines:
 - The fence construction and location must be approved by the Board.
 - The standard fence shall be twenty (20) feet in length.
 - Variances will be permitted due to placement of permanent structures or shrubs.
 - The patio fence must be open on one end or have a gate.
 - The fence boards are to match the design of other fences in WHGH by being four (4) feet in height and the appearance and stain is to be as the other existing fence structures.
 - Before staining a fence Unit Owners must notify the Board of Directors of their intent. It is required that a pre-approved color be used.
 - Fences must be stained or refinished in one of the following approved colors:
 - Sherman Williams exterior super deck semi-transparent oil base “English Walnut”
 - Or
 - Home Depot’s “Behr Cedar 391”
 - No plantings are permitted against the outside of the fence.
 - Structures on the inside of the fence must be pre-approved by the Board of Directors.
- C. Privacy fences, i.e., fences over four (4) feet tall, may not be constructed on Wemberley Hill’s main Boulevard. Privacy fences between units:
 - Must be approved by the Board.
 - Must be no taller than six (6) feet
 - Must be finished and stained as described in Section 5 Part B of Auxiliary Structures – Fences and Patios.
- D. No other fences of any kind (other than patio) may be constructed on Wemberley Hill Boulevard.

- E. Unit Owners are responsible for the maintenance of their patios, patio decks, patio fences, and privacy fences.
 - If patio fences, privacy fences and patio wooden decks are not kept stained properly and in good condition:
 - The Board of Directors will notify the owner(s) of such needed upkeep and the owner(s) will have forty-five (45) days to have the fences or wooden deck stained or repaired.
 - If not repaired or stained within 45 days of notification the normal fines and compliance procedures will apply as outlined in Article 11: Fines and Penalties.
- F. No external antenna may be installed without first supplying a drawing showing the intended location of the antenna and all wiring to the Board of Directors in order to obtain the Board's approval.
- H. Mailboxes and porch step railing must remain uniform and black in color.
 - Decorative coverings are not permitted.

Article 11 – Fines and Penalties

Section 1 – Overview

- A. Unit Owners and residents are responsible for understanding the provisions contained in:
 - The Horizontal Property Law & the Kentucky Condominium Act.
 - The Master Deed
 - The Bylaws
 - WHGH Rules and Regulations
- B. WHGH Rules and Regulations have penalties associated with them.
- C. Failure of the Board of Directors to require compliance with any covenant contained in the aforementioned documents shall not constitute a waiver of the Board of Directors right to act on any violation.

Section 2 – Penalty for Late Payment of Maintenance Fee

- A. The monthly maintenance fee assessment is due on the first day of each month.
- B. A penalty of ten percent (10%) of the usual fee is levied every month for each month the payment is over-due.
 - If maintenance fee and penalties are not paid after three months, the matter is referred to the Association's attorney for collection
 - Further communication regarding collection will be from the Attorney's office.
 - Legal and collection costs incurred will be added to the amount owed.

- C. The Unit Owner is responsible for all charges incurred to collect delinquent assessments and fees, including all postage and legal fees.

Section 3 – Penalty of Non-Compliance to the Rules and Regulations

A. First Notice

1. A letter will be sent to a Unit Owner listing the infraction and notice of an impending penalty.
2. The Unit Owner will have 30 days from the date of the letter to comply and correct the infraction or to provide a written response to the Board stating the reason why it is believed that there is no infraction.
3. If the Unit Owner responds they do not believe there is an infraction, and the Board concludes that an infraction persists, a letter will be sent to the Unit Owner requiring corrective action.

B. Second Notice

1. If the violation has not been resolved and there is no response from the Unit Owner, a second letter is sent after 30 days from the date of the first letter, and the owner is informed of a fifty dollar (\$50.00) penalty imposed at this time.
2. On each subsequent 30-day period during which the infraction persists, penalties will be levied and increased in increments of fifty dollars (\$50.00) until the infraction has been corrected and payment made of all penalties.
 - Example: In late May an infraction is called to the attention of the Board
 - On June 1, a first letter is sent, with no penalty imposed.
 - On July 1, a second letter is sent with a \$50.00 penalty assessed.
 - If not paid by August 1, the penalty rises to \$100.00.
 - On September 1, the penalty increases to \$150.00, and so forth
 - The matter is turned over to the Association's attorney for compliance and collection of all outstanding penalties.
3. Legal and collection costs incurred will be added to the amount owed.
4. A lien will be filed against the unit after the ninetieth (90th) day of non-compliance and non-payment of penalties.
5. Any further correspondence after 90 days will be from and to the Association's attorney

Recommendations to WHGH Unit Owners

Dryer Vent Cleaning Recommendations

There are 15,000 dryer fires each year in the United States.¹ The building code has changed since WHGH was built. At the time of construction foil or vinyl, tubing was the accepted norm. The problem with this type of tubing is it has ridges that easily collect and trap lint. Vinyl tubing loses its elasticity and splits open permitting the lint to enter wall cavities. The build-up of lint in the vinyl, tubing and wall cavities lead to a potential fire hazard.

Warning Signs of excess lint buildup:²

- Clothes dryer takes longer than one cycle to dry a load.
- Heating elements and/or thermo fuses keep burning out.
- Dryer repeatedly stops during a cycle.
- Clothes have a moldy smell after dry cycle.
- Clothes are unusually hot after a dry cycle.
- The top of your dryer is hot to the touch while running.

Building Code has been updated to recommend rigid metal tubing because

- The interior finish of rigid metal tubing permits lint to pass through the outside without rapid buildup.
- Dryer vents should be cleaned every 12 to 24 months, and metal tubing is more durable.

Dryer Vent Tubing Replacement Recommendations

Because the original dryer vent vinyl tubing at Wemberley is over 20 years old, it should be changed to rigid metal dryer vent tubing in order to reduce fire hazards. This change should be made by a professional company with the appropriate qualifications. NOTE: the Board of Directors must be notified via written Service Request if a new hole needs to be cut in the unit's roof.

Garage Doors

It is recommended that for safety, security, and appearances, unit garage doors be kept closed except when in use.

¹ DryerVent Wizard – www.dryerventwizard.com 1-866-498-7233

² DryerVent Wizard – www.dryerventwizard.com 1-866-498-7233

Holiday Decoration Recommendations to Unit Owners

There is a recommendation that Holiday decorations be displayed in a timely fashion and should conform to a design consistent with keeping WHGH grounds clear for lawn maintenance, snow removal, and safety of visitors and Unit Owners.

- However, per R&R Article 6, Section 1.L., it is **NOT permissible** to attach decorations by drilling holes in the masonry, roof, or gutters for any reason or to damage trees by penetrating the bark in any way.

Several Unit Owners have asked for guidelines on decorations. These are not "rules" but are suggested practices designed to meet the consensus of residents about what is considered appropriate.

Easter

- Put up no sooner than one week prior to Easter
- Removed by the following Tuesday

Memorial Day

- Put up no sooner than one week prior to Memorial Day
- Removed by the following Tuesday

4th of July

- Put up no sooner than one week prior to July 4
- Removed by 7/7

Halloween

- put up no sooner than 1 week prior to Oct. 31st;
- Taken down by Nov. 2

Thanksgiving

- Put up no sooner than one week prior to Thanksgiving
- Removed by the following Tuesday.

Winter Holidays (e.g., Christmas, Hanukkah, Kwanzaa, New Year's)

- Put up no sooner than the day after Thanksgiving
- Removed by Jan. 7
- Holiday lights should not be attached to the gutters until after they have been cleaned in November.
- This will vary from year to year, but the day after Thanksgiving is a safe bet.

Smoke Alarm Recommendations

Some recommendations from the National Fire Protection Association (NFPA)³

- A smoke alarm should be in every room.
- When a smoke alarm sounds, get outside and stay outside.
- Call 911.
- Test smoke alarms at least once a month using the test button to verify proper working order.
- Replace all smoke alarms in your home every 10 years.
- Replace the smoke alarm batteries every twelve months.
 - If the smoke alarm chirps, the battery is low and needs to be replaced.

Air Conditioner/Furnace Replacement

1. Complete a Service Request Form:
 - notify the WHGH Board of your intent to change out the furnace or air conditioning system for your unit.
 - A photo or drawing of the original air conditioning compressor's location should be included.
2. The contractor used to install the new system must be insured showing liability insurance limits of at least \$1,000,000 and Unit Owner should provide to the Board a certificate of insurance to Wemberley Hill Garden Homes, Inc. in evidence of such insurance coverage.
3. If a new furnace unit is to be installed and requires a new flue or vent to be installed, the Board must be informed so the Association's approved roofing contractor can be notified for the repair and replacement of the roof and shingles over the hole left in the roof from the old vent or flue.
4. The Heating, Ventilation, and Air Conditioning (HVAC) contractor should be instructed to cover the hole in the roof from the old vent or flue with a temporary cover. They are not to repair the roof or replace the shingles.
5. You, as the Unit Owner, will be billed for the work of the roofing contractor to cover the hole left from the old flue opening.
6. The new flue should be painted black to match the color of the other roof vents.
7. The refrigerant should not be attached to the exterior wall of the building without written permission from the Board.
8. The new compressor should be placed parallel to the building at the same distance from the building as the existing compressor and within three feet of the location of the old compressor being replaced, measuring from the center of the old location to the center of the new location.

³ National Fire Protection Association – www.nfpa.org

9. Any variation from these instructions will need the written approval of the WHGH Board of Directors. Any corrections that may be made and any cost will be billed to the Unit Owner.
10. The WHGH Board should be notified upon completion of the new installation of the HVAC unit.