
Wolf Trace Homeowners Association, Inc.

Prospect, Kentucky 40059



RULES AND REGULATIONS

April 1, 2008

Final

RULES AND REGULATIONS
for the
Wolf Trace Homeowners Association, Inc.
Prospect, Kentucky

April 1, 2008

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1.0 AUTHORITY AND APPLICABLE PROPERTIES

1.1 These Rules and Regulations have been authorized by the Board of Directors, hereinafter referred to as the “Board”, pursuant to Article III.C.17 of the By-Laws of the Wolf Trace Homeowners Association, Inc. They may be amended in part or in whole from time to time by the Board, and the most current adopted Rules and Regulations shall apply. References to actions by the “Board” may also be interpreted as “the Board or its agent”, where such action by a management agency contracted by the Board is allowed per the By-Laws.

1.2 These Rules and Regulations shall apply to all Lots within the Wolf Trace Subdivision, hereinafter referred to as “Wolf Trace”.

1.3 Each Lot owner is responsible for adhering to these Rules and Regulations.

1.4 These Rules and Regulations are intended to supplement items in the Restrictive Covenants for Sections 1, 2, and 3 of Wolf Trace. The lack of reference to items or topics herein as compared to the Restrictive Covenants shall not be interpreted as diminishing the authority or applicability of items in the Restrictive Covenants. The further intent is to provide site standards and use restrictions that will enhance the value of all properties within Wolf Trace.

1.5 Should a Rule or Regulation contained herein be found to conflict with any other applicable rule or law, the higher order rule or law shall govern.

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2.0 SITE STANDARDS AND USE RESTRICTIONS

2.1 Vehicles and Street Parking (Metro Ordinance No. 195 section 97.074, Vehicular Obstruction)

- a. No vehicle, motorized or otherwise, shall be parked in excess of three (3) consecutive days on any street or right-of-way of Wolf Trace and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway, or in a garage.
- b. No bus, mobile home, motor home, trailer, utility trailer, camper trailer, camping unit, camping vehicle, or boat shall be parked or kept on any Lot or on any street in Wolf Trace, except within a garage, for any period in excess of three (3) consecutive days.
- c. No automobile shall be continuously or habitually parked on any street or public right-of-way in Wolf Trace.

2.2 Fences

- a. Fences shall be of uniform design and color
- b. Fences shall not be taller than 6-feet, and may be full or partial privacy fence types.
- c. Fences shall be maintained in good condition by replacing or repairing boards, posts, and/or color finishes as needed to restore the fence to original or better condition.
- d. Electric / invisible fencing (for pet control) shall not extend toward the front or street side property line on any Lot beyond the front or side wall of the house on any Lot (not including unenclosed porches). (Metro Animal Ordinance No. 290)
- e. No wire or chain link fences are permitted in Wolf Trace.
- f. Before Installation all fences and fence designs are subject to prior written plan approval by the Board.

2.3 Outside Storage Box

The Restrictive Covenants prohibit constructed outbuildings. The hereinafter described storage box facilities are allowed.

- a. Maximum size: shall not exceed 90 Cubic Feet.
- b. Outside material: Pre-manufactured plastic, stained wood, or vinyl siding matching the Lot's house siding.
- d. Location: Rear yard and against house or rear yard and against inside of privacy fence, and not visible from the front street.

Basketball Goals and Courts

- a. Each Lot is allowed one (1) outside basketball goal located either next to the legal Lot driveway (street facing goals are not allowed) or in the rear yard. Goal posts must be at least 15 feet from the street curb as measured at the driveway entrance. Basketball goals shall not be attached to the house or other structure other than a goal post.
- 2.4**

b. All basketball goal structures shall be maintained in good condition or like new condition.

2.5 Vegetable Gardens

No Lot within the property shall place a vegetable garden in the front or side of the residence. Gardens are permitted only in the rear yards. For corner lots, gardens must be in the rear yard on the side furthest from the side street.

2.6 Trash Receptacles

- a. This section applies to trash receptacles, or trash cans, as used for curb-side trash removal services.
- b. Each Lot is encouraged to store the trash receptacles in the garage when they are not at the curb for pick up services.
- c. Receptacles stored outside shall be stored either on the side or rear of the house and be placed behind a visual screen meeting the following requirements.
When receptacles are stored on the side of the house, they shall be stored behind a fence or visual screen such that they are not visible from the front street, nor visible from the side street for corner Lots. Screens may generally consist of shrubbery plantings, stained wood screens, or composite material that is colored white, brown tone, or otherwise matches the house siding.
- d. Fence or visual screens are subject to prior written plan approval by the Board.

2.7 Lot Maintenance

Each Lot shall be maintained in good condition.

- a. Yards shall be kept free of trash and/or weeds. Grass shall be mowed regularly. (Metro Ordinance 156.052)
- b. Landscape plantings shall be maintained through regular trimming and dead plants shall be removed. Mulched landscape areas shall be maintained to eliminate grass and/or weeds.
- c. Houses, shutters, awnings, mailboxes, and all outside structures shall be maintained in good condition. Painted surfaces shall be repainted as needed to correct fading and deterioration.
- d. Re-painting house other than original colors is subject to prior written plan approval by the Board. No house shall have more than four colors (House, Shutters, Door and Trim).

2.8 Mail and Paper Boxes

Each Lot shall have one combined mail and paper box. The box and post shall be black and of the design and type originally selected by the developer. The mail and paper box and post shall be re-painted or replaced as needed to maintain in good condition.

2.9 Driveway Resurfacing

Driveways shall be maintained to be clean and free of oil spills and shall be repaired if excessively cracked or damaged due to surface deterioration.

2.10 Swimming Pools

- a. No above ground swimming pools are allowed.
- b. Inflatable pools or any pool of temporary structure will be permitted from May 1 through September 30.
- c. Inflatable pools must be removed from the yard and stored from October 1 through April 30.
- d. Pools currently in Wolf Trace shall be maintained and kept in good condition. Pools shall not be replaced and must be removed when in disrepair or upon resale of residence.

2.11 Exterior Lighting

Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to shed light on adjacent or nearby Lots.

2.12 Play Equipment

- a. No Lot within the property shall place play equipment on the front or side of a Lot. Play equipment is permitted only in the rear yard. For corner lots, play equipment must be in the rear yard on the side furthest from the side street.
- b. Play equipment shall be re-painted, re-stained, or replaced as needed to maintain in good condition.

2.13 Flag Poles

- a. No free standing flag poles are permitted.
- b. Flag holders may be installed onto a House. Each Lot is permitted to have up to two (2) flag holders.
- c. Flag size shall not exceed 3 feet by 5 feet.
- d. Decorative yard flags not exceeding 30 inches by 30 inches are allowed.
- e. Free standing flag poles currently installed in Wolf Trace may remain, but must be kept painted and in good repair.

2.14 Patio Furniture

Patio furniture is permitted on front porches and the rear yard of each lot.

2.15 Requests for Variance

Lot Owners may request the Board to consider variance(s) to these Rules and Regulations. Such requests must be submitted in writing and will be considered on a case-by-case basis.

3.0 ENFORCEMENT**3.1 Notification**

A Lot owner may notify the Board of suspected or apparent violation(s) of these Rules and Regulations. Matters shall be presented in writing to the Board. The Board will evaluate each matter and will determine the appropriate course of action, if any. The Board may also initiate enforcement actions on its own without the need for notice from any Lot owner.

3.2 Enforcement Policy

The Board has adopted the following policy regarding enforcement of the Rules and Regulations. Nothing contained herein shall preclude the Board from actions, powers, or rights as provided in the By-Laws of Wolf Trace Homeowners Association, Inc.

- a. The Board shall issue a written notice of violation including the time allotted to correct the violation to a Lot owner. Such notice may be transmitted by hand or via U.S. Postal Service.
- b. The Board may issue a \$25.00 fine per violation for failure of Lot owner to correct violation within the original time allotted and allow an additional 30 days to comply.
- c. Lot owners that remain in noncompliance after the additional 30 days will receive a final notification letter and may be fined an additional \$25.00.
- d. The Board shall consider additional legal action against Lot owners that remain in noncompliance after the original time allotment plus 30 days.

4.0 ASSESSMENT OF COMMON COSTS**4.1 Annual Assessment**

The Board has established the Wolf Trace Homeowners Association, Inc. annual fiscal year as the calendar year of January 1 through December 31. The annual assessment shall be due and paid in whole as one payment due on the first day of the fiscal year.

The Board shall establish an annual assessment that shall be evenly prorated for each Wolf Trace Lot. There are 210 Lots in Wolf Trace. The Assessment for the upcoming fiscal year shall be established and approved by the Board at least 30 days prior to the end of the current fiscal year. The Board shall strive to provide written notice of the assessment amount to each Lot owner at least 14 calendar days prior to the beginning of the due date of such assessment, and at least 30 calendar days prior to when penalty for non-payment shall first apply.

However, all Lot owners shall be liable for payment of the annual assessment by the due date of January 1 and subject to any non-payment penalties even if the annual assessment notice is not received by the Lot owner. It shall be the ultimate responsibility of each Lot owner to contact the Board or its designee to make arrangement for payment of the annual assessment.

4.2 Collection of Assessments

- a. The annual assessment amount as established by the Board is due from each Lot owner by January 1 of each year. Each Lot owner shall have until February 28 to make full payment without penalty.
- b. Penalties shall apply to each Lot owner account with an outstanding balance after February 28.
- c. A late fee penalty of \$50.00 shall be applied on March 1 to all Lot owner accounts where the current fiscal year assessment payment in full has not been received by the Board Treasurer or the Board's agent.
- d. An additional \$10.00 per month late fee shall be applied at the beginning of each successive month to all Lot owner accounts with outstanding balances until full payment is received (full payment includes unpaid original assessment, late fees, penalty fees, legal fees, and all recovery costs).
- e. For Lot owner accounts with outstanding balances after February 28, the Board will issue a notification letter. Applicable penalties, legal, and collection costs shall apply.
- f. For Lot owner accounts with outstanding balances after March 30, the Board may initiate legal action for collection through its attorney. Applicable penalties, legal, and collection costs shall apply to the Lot owner account.
- g. For Lot owner accounts with outstanding balances after May 31, the Board may continue legal proceedings that may include filing an action suit with small claims court.