

Village of Hartwick

Rules & Regulations

Version 1.0 Draft

Last Revision Date: June 10, 2021

Table of Contents

- Section I – Definitions
- Section II – Common Areas
- Section III- Exterior Modification
- Section IV – Assessments and Collections
- Section V – Covenant Enforcement
- Section VI – In Home Business
- Section VII – Signs
- Section VIII – Parking and Vehicle Restrictions
- Section IX – Maintenance of Roofs and Gutters
- Section X- Required Insurance
- Section XI- Mailboxes
- Section XII – Renting
- Section XIII – Meeting Notices
- Section XIV -Landscaping Restriction
- Section XV – Windows
- Section XVI – Garage doors
- Section XVII - Association Requirements

Section I – Definitions

VOH – Village of Hartwick Resident Association or Association

Residents – Lot owner

Homeowner – Resident or lot owner

Executive Committee or Officers – Refers to the officers of Hartwick Village Resident Association that includes the President, Vice President and Secretary/Treasurer

Property Manager – Refers to Mulloy Property that manages water billing for VOH.

ARC – Architectural Review Committee

SCA – Springhurst Community Association

Pursuant to the authority granted in the Declaration and Bylaws of the Association, the Board of Directors has adopted these Rules and Regulations for common areas, amenities, restrictions, and practices to ensure the community remains a beautiful & harmonious place in which to live. It is noted that these are a supplement to our DCCR, By Laws and Articles of Incorporation and **NOT** a replacement for those documents. It is anticipated that these may be amended from time to time. Residents will be notified via Newsletter or email of any changes.

II. Common Areas and Amenities

1. The Association assumes no responsibility for the personal property of any member or guest.
2. The Association assumes no responsibility for any accident or injury resulting from the use of association grounds.
3. A member is responsible for the conduct of their family and guests.
4. Signs, posters, and notices shall not be posted on any Association property or Association-maintained right-of-way without Property Management (after a written request has been submitted and approved) authorization. Signs, posters, and notices shall not be nailed or affixed in any way to any trees, buildings, walls, fences, street poles, or existing signs.
5. **Pets**, except as discussed in other sections of these Rules and Regulations, are permitted on the Association common property only when leashed and under the control of their owners. Do not walk your pet on other's property. Always **pick up after your pet**.
6. Trash, rubbish, landscape debris, and similar material shall not be placed on or near Association common property, Association maintained rights-of-way, nor in or near a drainage easement. All litter shall be disposed of properly.
7. All vehicles shall be parked only in designated parking areas. Automobiles, motorcycles, mini-bikes, and bicycles may enter Association premises only by way of paved streets and Association driveways. Parking recreational vehicles, trucks, and trailers is prohibited on common areas. No vehicle may be parked overnight on the common areas.
8. Operating licensed or unlicensed motorcycles, all-terrain vehicles, or mini-bikes anywhere on Association property, developed or undeveloped, is prohibited.
9. Fires, other than those started and contained in permanent grills provided for cooking purposes, are prohibited.
10. No goods, services or tickets of any kind shall be offered for sale; no advertisements may be displayed anywhere on Association property without the prior specific written approval.
11. Persons, other than those contracted by the Association, may not engage in the sale of merchandise or services on Association property.

III. Exterior Modifications

1. Prior approval must be requested and approved for all exterior modifications to property. The intent of this rule is to insure compliance with the DCCR and compatibility within the Village of Hartwick.
2. The rule does not preclude use of newly developed materials and devices, which have become available since the DCCR were written, provided the board has approved their use.
3. Modification requests that are denied may be appealed to the VOH Board for resolution.
4. Details and specific requirements are stated in the VOH ARC Exterior Modification form available from Mulloy Property.

A. Fences

1. Maintenance and repair of the outer border fence is the responsibility of SCA.
2. The privacy fence between units is maintained and repaired by the homeowner.
3. Installing a new or replacing an existing fence must have prior approval from the Architectural Review Committee (ARC) before construction begins.
4. Privacy fence material generally should be cedar wood or similar product.
5. Courtyard fence and gate maintenance and repair is the responsibility of the homeowner. The VOH will stain or treat the fences and gates as deemed necessary.
6. It is required that all courtyard fences and gates be common to all units. Therefore no individual owner can change the style of their fence without the approval of 2/3 of all residents at which time all units will change to a new design which is at each homeowners' expense.

B. Basketball Goals and Trampolines

1. Due to the close proximity of units, lack of space with small yards and driveways, and noise Basketball goals and Trampolines of any type are not permitted on owners lots or common area.

C. Swing Sets and Play Equipment

1. Swing sets and play equipment must have prior written approval from the Architectural Review Committee (ARC) before installation work begins.
2. Swing sets and play equipment must be constructed of metal, wood, or vinyl, located in the rear yard only, and within the house side and rear yard setbacks.
3. Play equipment must be kept at least ten (10) feet from the side and rear lots lines in order to protect the privacy of adjoining neighbors and ensure that visibility from the street is kept to a minimum. The footprint of the play equipment generally shall not exceed a total square footage of 100 square feet. The ARC additionally reserves the right to require appropriate landscape screening where deemed necessary.

D. Dumpsters

1. Dumpsters are temporary structures. Dumpsters will be permitted during times of remodeling or times of a major clean up. Dumpsters must be placed in the homeowners drive way and must not extend into the road way or grassy area. The normal time limit for the dumpster to be on the property is 7 days.
2. The property owner shall notify the Property Manager in advance of the dumpster placement. The Property manager will immediately notify the Officers of VOH.
3. In the event of the need for a dumpster in an emergency situation resulting from a fire, flood or some other household emergency, you may be exempt from the 7 days placement rule. However, you will be required to notify the property manager of the reason for placement and estimated time the dumpster will be in place.

E. Portable on Demand Storage (PODS)

1. PODS or any other personal temporary storage unit are permitted for a period not to exceed 72 hours.
2. PODS will follow the same rules of notification and placement as Dumpsters.
3. Under no circumstances shall a temporary unit be maintained on a property for more than six total days in any 12-month period.

F. Solar Panels

1. Any resident wishing to install a solar collector shall first apply and obtain approval from the Architectural Review Committee (ARC). The procedure for requesting an exterior modification will be followed.
2. Solar collectors shall be located on the roof of a residence. The solar collectors shall not be higher or wider than the roof line. The top edge of the solar collectors shall be parallel with the roof line and shall conform to the slope of the roof line. Further, the solar collectors shall be installed on the roof within an orientation to the south or within 45° within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.
3. All brackets, wires and pipes associated with a solar collector shall be of a color appropriate for the roof color scheme.
4. The homeowner must comply with any and all applicable Louisville Metro zoning and building codes as required and must obtain any necessary permits and inspections from Louisville Metro's Department of Codes and Regulations.

IV. Assessments and Collection

1. The VOH Board of Directors has approved rules that fees for late payment of assessments will be charged. The amount of the late fee may be changed from time to time, with the approval of the VOH Board. These rules may be amended from time to time by the VOH Board of Directors.
2. The complete details of the Past Due process is defined in the VOH Payment and Past Due Process document.
3. Late fees are assessed at 20 and 45 days after the due date.
4. The list of delinquent payers will be turned over to the association's attorney for legal letters to be sent to all property owners who are more than 60 days past due. In addition to standard late fees, accounts that are turned over to collection are subject to a minimum legal fee of \$70, as determined by the collection Attorney.
5. The Officers will review the status of payments on a regular basis. At any time there is a past due balance, and the property is empty or listed for sale, the Officers may authorize the association attorney to file a lien on that property.
6. All legal costs are the responsibility of the property owner and will be added to the owner's account balance.
7. In rare and extreme cases where a property owner fails to respond to all other collection efforts, the Board of Directors may authorize the VOH attorney to file an action of foreclosure against the non-paying owner or pursue suit for a personal judgment and collection against a nonpaying homeowner.

V. Covenant Enforcement

1. The property manager is responsible to make initial contact with the resident regarding any financial, covenant, or maintenance violations. The property manager is granted the discretion to make the initial contact with the resident either by telephone, by email or by letter.

2. All contact with the resident will be documented and tracked on the Complaint / Violation Log, including the date and time the contact was made, the identity of the person contacted, the specific nature of the covenant violation, the resident's response to the contact, the proposed resolution of the covenant violation, and a specific time line for the resident to complete the proposed resolution of the covenant violation.

3. Property manager will evaluate the complaint within 24 hours. If the violation is unfounded, the complaining party will be given a courtesy notification, and no further action is required.

4. When the complaint is verified as a violation, the property manager will provide the resident with notice of violation by telephone or by friendly letter or email. The notification will include:

- A reasonable time with date certain, determined by the property manager, to correct the violation.
- An excerpt from the specific DCCR violated.

5. The property manager will follow up after the specified time to confirm whether or not the violation is corrected. If the violation is corrected, no further action is required, and the Complaint / Violation Log will be so annotated.

6. If the violation is not corrected after the date specified, a certified letter will be sent to the resident. The second letter will include:

- A copy of the first notification of violation.
- Notification of a second opportunity to correct the violation within a reasonable time frame.
- Notification that if the violation is not remedied within the additional time frame, that the matter will be referred to the VOH Board for decision and possible referral to the VOH attorney for legal action.
- Statement that the amount of any legal fees will be the responsibility of the resident and charged to the resident's account.

7. Property manager will follow up after second specified time to confirm whether or not the violation is corrected. If the violation is corrected, no further action is required, and the Complaint / Violation Log will be so annotated. If the violation is not corrected, the matter will be referred to the VOH Board for decision on further action, which may include referral to the VOH attorney. All resulting legal fees will be billed to the resident.

VI. In Home Business

In determining whether a particular Homeowner's business activity or conduct has no impact on the community, certain factors will be considered by the VOH Board or Committee appointed by the VOH Board to deal with enforcement, including without limitation the following:

1. There are no signs or advertising of any kind posted, displayed, exhibited or visible on or near any lot or from any building or vehicle parked on or near the lot. However, this shall not apply to magnetic signs or advertising printing on vehicles unless the vehicle is parked on or near the lot for unreasonably long periods of time;
2. The business activities do not utilize, include, or involve the use of any heavy equipment, power tools or power sources not common to residential use;
3. There are no employees of owner, part or full time, on or about the lot or in any buildings on the lot;
4. The owner's conduct or activity does not cause, result in, or contribute to anything which has a visible or auditory impact outside of the lot, including without limitation exterior noise, dust, glare, vibration, odor or smoke
5. There are no additional vehicles being parked on, about or near the lot, or any other indications that any business conduct or activities are being conducted on the lot or within any building located on the lot.
6. There is no visible storage on any Lot of equipment or supplies used in a business.
7. There is no conspicuous display on the lot of merchandise or goods for sale.
8. There is no distribution of fliers or other marketing promotions solely for the purpose of selling a product or service at a VOH residence.
9. The home business use of the property does not result in traffic that disturbs the peace and quiet of the neighborhood or contributes to additional traffic or parking on the streets.
10. The use of the property does not create or contribute to a nuisance for a neighbor or the community.
11. Any business or other activity which would adversely impact the single family residential nature and character of the community remains prohibited. A business which violates or fails to satisfy on a continuing basis one or more of the criteria set forth in this section, shall not be permitted and is expressly prohibited. The VOH Board shall exercise reasonable discretion in the use of this policy, with the primary objective protecting the residential character of the community.

VII. Signs

1. Protective signs: One (1) sign in the front and One(1) in the back showing the existence of a security alarm system shall be permitted on each lot. Additionally, in accordance with Louisville Metro Ordinances, one sign showing the existence of an electronic pet fence or the presence of a dangerous dog shall be permitted on each lot. Any such sign shall be professionally printed (i.e. not made by the resident), and its dimensions shall not exceed one hundred forty (140) square inches for a security sign, and one hundred-ten (110) square inches for a pet sign.
2. Political/issue signs: Consistent with the Board's prior policy, political signs shall be permitted during the period commencing two weeks before an election and ending one week after an election. The Board also recognizes that our residents are often concerned about certain politically-related issues which occur outside a normal election cycle. With respect to such type of issues, the Board will allow residents to place no more than one (1)issue-related signs upon their property for two weeks prior to an election period. The dimensions of such signs shall not exceed nine(9) square feet each.

3. Community interest signs: The Board reserves the right to periodically place signs upon the VOH common areas for the purpose of advertising matters of community interest such as, but not limited to, a neighborhood-wide yard sale, annual meeting, VOH sponsored events.

4. Personal commercial signs: The covenants presently allow the placement of one (1) sign upon a property having dimensions of no greater than nine (9) square feet for the purpose of advertising the sale of that property. In addition, any Realtor who lists residences for sale in Springhurst shall be permitted to place one (1) sign identifying an "open house" at the subdivision entrance island most proximate to that residence's village from 9:00 am. until 6:00 pm. on the day of such event.

5. Third-party commercial signs: The Board recognizes that residents periodically Contract with third-party vendors who desire to install a commercial advertising sign in the resident's yard. Under this policy, all **third-party commercial signs are prohibited.**

6. Festive signs: The Board recognizes that residents desire to place decorative signs upon their property to signify a particular festive occasion such as a birthday, anniversary or graduation. Such signs shall be permitted the day before, the day of, and the day after the festive occasion, and shall not exceed the dimensions of fifteen (15) square feet. This policy element, however, is not intended to address the placement of seasonal holiday decorations at a residence.

7. Organizational signs: The Board recognizes that residents periodically wish to place: (1) sign in their yard to call attention to various organization activities such as church picnics and school functions. Such organizational signs shall be permitted during the period of one (1) week before such function, and shall not exceed the dimensions of nine (9) square feet.

8. Miscellaneous personal signs: The Board also recognizes that residents often place signs in their yard to signify their support for various sports teams or other miscellaneous things. Residents shall be permitted to place one (1) such sign in their yard provided it does not exceed the dimensions of nine (9) square feet. The placement of this type of sign **shall not exceed seven (7) days.**

9. Other signs: Any other sign not listed or described above is prohibited.

VIII. Parking and Vehicle Restriction

There are several public or visitor parking spaces available for visitor parking and temporary resident parking. No resident will utilize the public or visitor parking area for routine or habitual parking. All residents are required to utilize their driveway and garages for parking of their vehicles. Persistent (after two written notices) use of a public or visitor parking area by a resident will be cause for towing of their vehicle at the resident's expense. If a resident has a visitor for an extended stay that is longer than 3 days they should also park in the resident's driveway. If that is not possible the resident shall notify the property manager of the visitor parking and provide the number of days the space will be utilized. The property manager will then notify the Officers.

The following are not permitted to park in your driveway or visitor parking except for short times to loaded or unload, but are allowed in your garage if they fit and the garage door closes completely.

- Commercial vehicles or trucks
- Boats
- Trailers
- RVs
- Campers
- Trade trucks and vans (utilized for your trade i.e. plumber, carpenter, painter, etc.)
- Personal vehicles with signs or advertising

Private use standard size pick-up trucks (No signs, racks, etc.) utilized for personal transportation are allowed to park in your driveway.

IX. Maintenance of Roofs and Gutters

The homeowner is responsible for the maintenance and repair of their roof and gutters. If a homeowner has a leak in the roof that is causing damage in the unit on either side of them then an emergency repair will be required to repair the leak. If a resident's roof is damaged by storm, wind or hail it is the resident's responsibility working with their insurance company and the board to repair the damage. An Exterior Modification form must be completed and approved by the ARC before any work or repair can start.

The VOH will replace shingles on all units on an as-needed basis (approx every 25 years) based on the life cycle and normal wear and tear. At all other times the homeowner is required to maintain and repair the roof and gutters on their unit as necessary.

It should be noted that all gutters inside the court yard are the responsibility of the homeowner for that address.

X. Required Insurance

Proof of adequate and appropriate insurance is required and must be provided to the Property Manager. Any changes or updates must immediately be provided to the Property Manager. The resident should instruct their Insurance Company to list Mulloy Property as Others Insured on the policy. The Property Manager will immediately notify the Officers when a policy expires or is not renewed.

XI. Mailboxes

All mail boxes are the size, style and color approved by the Association and can not be changed or modified, except that temporary holiday decorations may be used for no more than 2 weeks at a time. Each homeowner is responsible for the maintenance and repair of their mailbox. VOH will paint all mailboxes as the Board deems necessary.

XII. Renting & Occupy

Homeowner may NOT rent their property except to immediate family. The immediate family includes spouse, parents, grandparents, children and step-children whom are older than 21 years of age.

The resident can only be occupied by the homeowner and immediate family and only one non-related person is permitted.

XIII. Meeting Notices

All meeting notices may be distributed/mailed by US mail, electronic email or hand delivered by placing in newspaper boxes as the Board deems appropriate.

XIV. Landscaping Restriction

1. No vegetables gardens (in ground or containerized) are allowed. Small flower gardens may be permitted if approved by the Landscaping committee.
2. No ornamental garden material or decoration of a non-growing variety, ornament yard objects, statuary or structure are allowed unless its design and placement are approved in writing by the Landscaping committee. The following items are allowed without approval:
 - a) Resident is allow to place one small Garden on a small metal standard not to exceed 1.5sq ft so long as it is placed within their front garden area, so not to interfere with mowing or trimming of grass.
 - b) The American flag may be displayed anytime. It can not exceed a dimension of 3' by 5" and will be mounted on either side of the entrance gate or garage door at a 45 degree angle. In addition if a homeowner uses small garden type US flags they may be placed in their garden or containers. All flags that are worn, faded or tattered must be removed.
 - c) Entrance gate may have a decoration affixed to it as long as the decoration does not exceed 1.5sq ft.
3. Resident is responsible for the maintenance and up keep of all plantings, shrubs, trees on their property. All dead shrubs, plants and trees must be removed within a reasonable time.
4. All units have a signature tree planted in their peninsula area out from the gated entrance. Residents are required to replace this tree immediately if it should die or get damaged. The only trees approved for this replacement are listed in the Landscaping Process Document.
5. All other trees on the resident's property must be removed once they are 50% or more dead or have significant damage. Most trees if removed will be required to be replaced, unless there are other mature trees in the immediate area. The list of trees approved for the general areas outside the peninsula are listed in the Landscaping Process.
6. All changes to your landscape (new flower beds, new plantings, patio changes or additions, etc.) require approval in writing from the Landscaping Committee before starting work. It is not necessary to get approval for replacing existing shrubs or plants with like or similar items plantings.
7. No resident may place any item, structure, chairs, tables, etc in the back yard that may interfere with mowing of the grass. Except that a bird feeder on a single post may be placed at least 10' from the back of the unit.

XV. Window treatment

All window treatment must be white or lined in such a manner that the treatments appear to be white from the exterior.

XVI. Garage Doors

For security and appearance garage doors should be kept closed except during times of entering and exiting. They may also be kept partially open for times on laundry day or when there is extreme heat and humidity.

XVII. Association Requirements for maintenance, upkeep and replacement

The VOH Resident's Association generally has responsibility for the following which may be subject to available funds and decision of the Board of Directors.

1. Mowing all common areas and residents lawn outside the gated and patio area.
2. Maintain all plantings and trees in the common area of VOH
3. Have responsibility for all roadways within VOH, water and sewer lines from the Homeowner's property line to the connection leaving or entering VOH common area.
4. Pruning signature trees in the peninsula and all shrubs and trees in the common area.
5. Snow removal from roadway when snow fall is greater than 4".
6. Gutter cleaning on lower level
7. Painting exterior of all units, mail boxes, and wooden fences and gate at the front entrance as determined by the Board on a 7-10 year cycle or as needed.
8. Replace roof shingles on all units as determined by the Board on a 25-30 year cycle.