

WALLER PLACE CONDOMINIUM ASSOCIATION
Rules and Regulations
Principles for Community Living at Waller Place

Living in a condominium community is different from a traditional home. The community expects that all residents be aware of their responsibilities for their own space, but also the expectations of the other occupants and users of the building. The Association does not want to be a “hall monitor” or “rule enforcer,” nor does it want to interfere with any residents’ privacy and quiet enjoyment of their Unit. The material that follows should be helpful for all residents to understand the expectations of the community.

Individual Units - Occupancy

1. Residential Units: All units above the first floor are for residential purposes, only. No business may be conducted in the residential units, the lobby, Waller Room, or other Common Areas of the building.

2. Exterior Windows: Residence should share our pride in the building, and refrain from displaying any clothing, sheets, blankets, laundry, or other articles such as signs or equipment in exterior windows.

3. Pets: While many of us enjoy having small animals as pets, no dogs, other than service-animals, are allowed in the building. For health and safety reason, pets must be carried when in any Common Areas of the building. **All pet waste must be double bagged (in plastic) and tied, before placing in the garbage chutes.** Double bagging is for everyone’s health and safety. You must register your pet(s) with the Association using the form in the Appendix.

4. Noise: The Association wants all residents to enjoy the lawful use of their Unit. Any resident may call the LFUCG Police Department to report a disturbance or unreasonable level of noise from Units. Their numbers are 258-3600 (non-emergency) or 911 (emergency). Lexington’s sound ordinance is in effect from 11:00 P.M. to 7:00.A.M. Keep the volume of all radios, televisions, sound systems and parties at a level to not overflow into the other Units or the halls. Residents are responsible for the actions and noise of their guests while on the property.

5. Smoking: Smoking in the Waller Room, hallways, stair-wells, or other Common Areas is not allowed.

6. Smoke Detectors: Be sure the smoke detector in your Unit is working properly. The Unit Owner is required to provide a working smoke detector to all Units rented to others.

7. Heating and Cooling: Waller Place has a Chiller-Boiler system. It is only able to produce one or the other at a time. The system cannot be changed back and forth like a typical furnace and air conditioner. Lexington has a Heating Ordinance for buildings with this type of system. Once the system is in heat, it will remain so until the Association’s Board of Directors determines that the weather has stabilized enough to warrant switching the system over or the ordinance date is reached.

8. Insurance: The Association maintains liability and property insurance on the building structures and the Association’s personal property. All Owners and Non-owner residents are encouraged to have insurance coverage for their personal property.

9. Lockouts: If a lawful resident is unable to enter his/her Unit because of the misplacement of the Unit's key, a representative of the Association, if reasonably available, will unlock the Unit door. If this unlock occurs between 8:30 A.M. and 3:00, P.M., Monday through Friday, there is no charge. If the unlock occurs during any other period, a \$45 charge per incident will be added to the Owner's next monthly invoice. If the Association's representative does not personally know the identity of the person requesting the unlock, the current List of Residents or verbal confirmation by the actual Unit Owner can be used.

Inside Common Area Usage

10. Trash Chutes: (a) All trash must be bagged and tied before being put down a garbage chute. **Do not put loose garbage, coffee grounds, disposable diapers, medical supplies or pet waste down the chute.** Recycle your boxes, cans and glass in the recycle container at the west end of the building. Owners and residents are responsible for making their own arrangements for the disposal of appliances, furniture, and remodeling waste. The LFUCG has an electronic recycle program, but the Association does **NOT** provide that delivery service. If you have other items for which you do not know how to dispose, the LFUCG at 311. No trash is to be left in the hallways, stairways, or trash chute rooms.

(b) We now have a recycle container that is emptied twice each week. The container is located at the west end of the building. Please review the fliers about what can and cannot be recycled. We owe it to ourselves and future generations to responsibly dispose of all waste material. **Please re-cycle.**

11. Storage: There is no storage provided for residents (other than bicycles) outside of Units.

12. Mail and Package Delivery: (a) Please place your name on your mailbox if you want to receive regular mail items from the U.S. Postal Service. Arrange with the Postal Service for disposition of mail when you are away.

(b) As the Association no longer has a manned office, all recipients must be available in the building to receive package deliveries from FedEx, UPS, DHL, USPS, etc., or arrange for your package to be delivered to a friend, or to your work location.

13. Laundry Rooms: (a) Coin-operated washers and dryers are provided on the 2nd and 3rd floors. Machines are on timers, and will only operate from 7:00 A.M. to 11:00 P.M. When planning on washing early in the morning, keep in mind that timers are mechanical, and cannot be set to the exact minute. Keep all bleach and soap tightly sealed when they are transported to and from the laundry rooms.

(b) Use the laundry room the way you would want all other residents to use it: do not monopolize the machines; remove your clothing from the machines in a timely manner; clean up any debris you create before you leave the room; and do not use the washers for any dyeing. If you notice that a machine is not working properly, report that information to the Association by calling 859-553-6858.

14. Cleaning: Cleaning personnel are only on the property for the limited purpose of general cleaning of the common areas. If you spill, break, or drop something in the common areas or the elevators, be a responsible community member and clean it up.

15. Bulletin Board: A bulletin board is provided in the mailbox hallway for the use of Management, Owners, and residents only. No business or commercial postings are permitted.

16. Waller Room: The Waller Room, located on the first floor, is provided for the exclusive use of Waller Place residents and their guests. It is not a public facility. Guests must be with a resident when using this room. The room may be reserved for special events by contacting the Association. Smoking is not allowed in the Waller Room. Wet bathing suits are not allowed. Residents using the room must put it back in order after use. Turn out lights and lock the door if use is after hours.

17. Enter-Phone System: The building is equipped with an enter-phone system that allows your guest to call up to your Unit if your phone is consistent with the system. After finding your directory code next to your name on the enter-phone your guest presses the # on the enter-phone to gain a dial tone. When they press your directory code on the keypad, the system dials your telephone number. Calls from the enter-phone can last for about 60 seconds, after which the system will automatically end the call to insure the system is available for other visitors. Starting 10 seconds prior to the end of the call, your caller will hear a short tone signaling that the call is about to end.

18. Entrance Doors: The front, side, rear and pool doors remain locked at all times. Your entry/elevator key fits all entrance and stairway doors. Stairways doors on floors 2 through 8 are locked on the stairway side at all times. Do not prop open entrance, stairway or pool doors at any time unless you stay with the door while it is open. If you see any entrance door propped open and unattended, please close it immediately for the security of all.

19. Elevators: (a) Elevators may be entered on the first floor by key only. For the safety of all, avoid permitting complete strangers follow you on the elevator. The building is limited access: persons without keys for the elevator must wait for the resident that they called from the Enter-phone to come get them. To limit unauthorized persons from access to the building and elevator, meet your guest in the lobby.

(b) When moving in or out, an elevator lockout key may be obtained from the Association between 8:30 A.M. and 3:00 P.M., Monday through Friday:

Outside Common Area Usage

20. Parking: (a) Only one parking space is guaranteed for each Unit. There are NO assigned or reserved general parking spaces. In compliance with the current disability laws, we have set aside designated parking spaces for those residents. These spaces are immediately in front of the building. Vehicles using these spaces must display a handicapped plate, or current state handicap hangtag. Two pick-up and drop-off parking spaces are provided next to the front door. As we all need the use of these spaces at times, please be courteous and move your vehicle promptly.

(b) Whenever a new occupant of a residential Unit moves in, and annually thereafter, the resident(s) MUST notify the Association of all motor vehicles to be parked on the property. The form for this notice is found in the Appendix. Failure to comply with this notification can result in the unidentified vehicle being towed at your expense.

(c) Be responsible in parking your vehicle. Park between the lines. Do not block the front entry area at any time. Do not block another vehicle. Failure to comply with this section can result in your vehicle being towed at your expense.

21 Bicycles: A bicycle rack is provided at the rear entrance of the building. Residents who wish to use it must register their bicycles with the Association using the Form in the

Appendix. Bicycles that are continuously attached to the rack for more than 4 months interfere with others' use of the rack. Assuming the owner has completed the bicycle registration form, the Association will try to contact the owner. If there is no response from the owner, we will consider the bicycle to be abandoned property that the Association will remove and donate to a local charity. Any bicycle left unattended for more than 4 months will be removed and donated, if the Association cannot locate the owner.

22. Washing Cars: Cars may be hand washed with buckets only at the far rear of the parking lot. Running hoses out Unit windows or connecting to the building is not allowed.

23. Swimming Pool: The swimming pool is typically open from Memorial Day weekend through Labor Day weekend, 10:00 AM until 10:00 PM. There is no Life Guard on duty at any time. The users of the pool do so at their own risk, and must comply with all posted Pool Rules. The pool may be used by the Owners, residents, and their guests. Guests using the pool must be with an Owner or resident. Children less than 14 years of age **must** be with an adult at all times while in the pool area. The Health Department Regulations do not allow pets or any glass bottles or containers in the pool area. Additional rules and regulations regarding the use of the pool are posted on signs in the enclosed pool area.

Individual Units – Owners' Responsibilities

24. Identifying Unit Occupants: The Association does not limit an Owner's decision as to whether to reside in their Unit, or lease it to others. However, the Association needs to know who is using/living in the event of an emergency, or other situations when questions might arise as to accounting for all lawful occupants. Within 30 days of acquiring ownership of a Unit, the Owner must notify the Association of the Owner's identity. If the new Owner is to reside in the purchased Unit, the Owner's name will be recorded in the **List of Residents** for that Unit. If the Owner chooses to lease the property to others, the Owner must, within 15 days of the beginning of the lease, provide the Association with the completed WP Lessee Information Sheet in the format shown in the Appendix. Failure to provide the information specified in the WP Lessee Information Sheet may result in the tenant being unable to use the Unit, parking lot or other amenities of the property.

25. Unit Repairs: Each Unit Owner, at his or her expense, is responsible for hiring any service people they need for all maintenance, repairs, and replacements within the Unit, except for the operation of heating and cooling system. Employees of the Association are not allowed to work for owners or residents inside the Unit.

26. Plumbing Leaks: Unit Owners are responsible for having faucet drips, running commodes, or any other water leak repaired promptly. If your water leak damages another Unit, it is your responsibility to pay for the cost of those repairs. In accordance with Article IV, Paragraph 1 (q) of the Association's By-Laws, and Paragraph 30 of these Rules, the Association's Board may direct inspections of any or all Units to insure all occupants comply with this paragraph.

27. Rules & Regulations, Generally: When you bought your Units, you should have learned that the Association has By-Laws, and that the Board of Directors can provide additional guidance and direction by the adoption and amending the Rules and Regulations. Unit Owners are responsible to inform their tenants that they and their guests are required to abide by the Waller Place By-Laws and these Rules and Regulations. If, or when, you sell or otherwise

transfer ownership of your Unit(s), it is your responsibility to provide your Purchaser with a copy of the By-Laws and these Rules.

28. HOA Fees: You will receive an invoice each month for your portion of the Associations operating and reserve account. The amount you pay each month is based upon each Unit's percentage of the square footage, as set by the Master Deed. It is important that all Owners pay these invoices in a timely manner. HOA fees are due on the 1st day of each month and are considered to be late after the 15th of each month. Owners who pay after the 15th of the month will pay 10% of the balance as a late fee penalty. Any owners account that is more than 3 months past due, the Association may file a collection action in the Fayette District, Small Claims Division, to collect those funds. The failure to exercise this option is not a waiver of a collection action in a higher court or to foreclose upon the property. Any account more than 4 months past due will result in the Board filing a lien in the Fayette County Clerks' Office against the Owner's interests. The cost of any legal fees for collection of HOA dues shall be billed back to the owners account.

29. Insurance: All Owners are urged to evaluate their insurance coverage to be sure it includes property damage and liability insurance for incidents in your Units.

30. Entry into Units: (a) The Association's employees and contractors may enter the Units as necessary. Except in the case of an emergency, notices will be placed at and/or in the elevators announcing the reason(s), date(s) and time(s) when the entries will occur.

(b) To insure that we can deal with emergencies, ALL Unit entry doors must be on the master key. Unit Owners are financially responsible to the Association for any damage that may occur when responding to an emergency where the entry lock to the Unit is not on the master key.

(c) The Association, as part of its responsibility for the health and safety of all Owners and occupants, provides pest control for ants, spiders, and other indoor insect pests. All owners and residents and owners are required to participate as the most effective prevention is ultimately related to the number of Units treated.

31. Fines for Non-compliance: If an owner fails to abide by the above rules and regulations that are subject to fines being assessed by the HOA board. Owners and/or residents will be notified in writing as to their violation and a call for corrective measures to be taken.

(a) Fines will be assessed according to the following:

First Offense-Warning only

Second Offense \$25 fine

Third Offense \$50 fine

Subsequent Offenses \$100 per occurrence plus possible legal action

32. Miscellaneous Provisions:

(a) Notices to Association: The Association wants to be able to communicate with all Owners concerning the Association and the building. When any information, *e.g.*, the information for the **List of Residents**, must be sent to the Association, do not use email solely for that purpose. Mail or cause the information to be delivered to

Waller Place Condo Association
342 Waller Ave.
Lexington, KY 40504.

Effective June 29th, 2020

(b) Notices to Owners: For any communication required by law, the Master Deed, By-Laws, or these Rules to be sent to the Owner, the Association will use the address of the Owner as listed in the Fayette County Property Valuation Administrator's Office. We will not use email solely for these required notifications.

(c) For faster communication on all other matters, we should avail ourselves of the speed advantages of email communications. We ask that all Owners provide the Association with a working email address that we can use to communicate quickly with you. We will NOT share you email address with any third parties without your consent. The Association's Officers all have email addresses that will be provided to you upon request.

Effective June 29th, 2020

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Rules and Regulations

APPENDIX

WALLER PLACE CONDOMINIUM ASSOCIATION
Rules and Regulations

PET REGISTRATION INFORMATION

OWNER'S NAME: _____

Unit Number: _____ Phone Number: _____

Email Address: _____

Description of ALL pets in your unit: _____

WALLER PLACE CONDOMINIUM ASSOCIATION
Rules and Regulations

BICYCLE REGISTRATION INFORMATION

OWNER'S NAME: _____

Unit Number: _____ Phone Number: _____

Email Address: _____

Description of bicycle: _____

**WALLER PLACE CONDOMINIUM ASSOCIATION
Rules and Regulations**

List of Residents Information Sheet

Unit Number: _____

Owner's Name: _____

Owner's Address if NOT at Waller Place:

Your Primary Phone Number: _____

Your Alternate Phone Number: _____

Your Email Address: _____

Your Emergency Contact, Relationship and Phone Number:

Your Automobile(s) Brand, Year, Color and Current License Plate Information

If you live in your Unit:

IF you are leasing your Unit, please provide the following:

Names of ALL occupants who will be residing in this Unit under your lease agreement:

Your Tenant's phone number(s):

YOUR TENANT'S Emergency Contact, relationship, and phone number:

Your Tenant's Automobile(s) Brand, Year, Color and Current License Plate Information:

For insurance purposes, please check the primary occupant's occupation:

Working Person _____ Retired _____ Student _____