

*The Summit*  
*at Polo Fields*

**Council of Co-Owners**

**RULES AND REGULATIONS**

**Version 4.00**

**December 2008**

# **THE SUMMIT at POLO FIELDS**

## **Rules and Regulations**

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## **Introduction**

Congratulations on the purchase of your home at The Summit at Polo Fields. It is our wish that you will find, as so many others have, Association living the most convenient form of home ownership today.

To promote your enjoyment of Association living, this booklet has been prepared for you to provide helpful information and instructions as to the policies and procedure your Board of Directors and your Management Company will be following to best serve each resident of The Summit at Polo Fields.

It is the purpose of your Board of Directors to maintain, protect and enhance the value of your home and your lifestyle at The Summit at Polo Fields. In addition, it is the purpose and promise of your Management Company to assist the Board of Directors in upholding these responsibilities while maintaining an atmosphere of welcome and comfort to all residents and their guests.

Sincerely,

The Summit at Polo Fields Board of Directors / the Management Company

## **DEFINITIONS, DISCLAIMER AND DEFERRAL TO DOCUMENTS**

**Definition of Unit Owner:** Every person or entity, who is of record, is the Owner of a fee or undivided fee simple interest in a unit.

**Definition of Resident:** Any person(s) who occupies or resides in a unit will be defined as a resident.

**Definition of Common Area:** Any area outside of each Patio Home that is generally used by the resident, such as: streets, lawns, sidewalks, mulch beds, parking areas, etc.

**Definition of Limited Area:** Included in the Common areas and facilities, but restricted to the use of the Resident of the units to which such areas and facilities are adjacent and appurtenance to, the following items shall be known as Limited Common Areas and Facilities: all patios and garage spaces.

**Definition of Lessee:** Any tenant(s) of the Unit Owner.

### **Disclaimer:**

*This information booklet of the Rules and Regulations are designed to familiarize Residents briefly with the Association, Management, policies and procedures. A fuller, more comprehensive reference to any item concerning The Summit at Polo Fields can be found in the Declaration, Articles of Incorporation, and By-Laws, issued to all Unit Owners prior to occupancy.*

**If you have any questions, please refer to your Declaration of Master Deed documents.**

**In case of any conflict between these Rules and Regulations and Declaration, Articles of Incorporation, and By-Laws, the Declaration, Articles of Incorporation, and By-Laws shall control.**

**These Rules and Regulation may be amended at any time by the Board of Directors.**

## **BOARD OF DIRECTORS, MEETINGS, AND AGENDA**

The Summit at Polo Fields Council of Co-Owners, Inc. is the corporation formed for the purpose of administering Association business in the operation of all commonly held property.

Each person owning a fee-simple interest in the Unit (“Unit Owner”) is automatically a member of this Association, and no other parties may become members. When a Unit Owner transfers ownership of a unit to another party, membership automatically terminates, as to the transferring Unit Owner and the other party then becomes a member of the Association.

The first annual meeting of the members shall be held within one year from the date of incorporation. Each subsequent regular annual meeting of the members shall be held in December each year thereafter, at the hour of 7:00 pm, or at such other reasonable hour as the Board of Directors set.

The order of business at Association meetings will be as follows:

1. Call of meeting to order
2. Roll-call; determination of whether there is a quorum
3. Proof of notice of meeting or waiver of notice
4. Reading of the minutes of preceding meeting
5. Report of the officers
6. Reports of committees
7. Election of Board (when appropriate)
8. Unfinished and/or old business
9. New business
10. Adjournment

The Unit Owner(s) of each unit is (are) only entitled to one vote per unit.

Any member who wants an item of business placed on the agenda should notify the Management Office. All requests should be made in writing at least two (2) weeks prior to the meeting date.

Unit Owners who cannot attend the Annual Association Meeting may vote by proxy. Proxies must be in writing, and proxy forms will be available from the Management Office. Additionally, a Unit Owner may vote by mail on any matter to be voted on at any meeting, provided the written vote is received or hand delivered to the Secretary of the Association within seven (7) days before the date of the meeting.

## **FUNCTIONS AND DUTIES OF OFFICERS**

**PRESIDENT:** The President shall be the chief officer of the Association and shall preside at all meetings of Unit Owners and at all meetings as the Board of Directors. The President may sign all legal instruments authorized by and on behalf of the Association.

**VICE PRESIDENT:** The Vice President shall perform the duties of the President whenever the President is unable or unwilling to act, as determined by the Board of Directors.

**SECRETARY:** The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and the Board of Directors; shall give notice of meetings of Unit Owners and of the Board of Directors. The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and the Board of Directors; shall give notice of meetings of Unit Owners and of the Board of Directors; shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities; and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto.

**TREASURER:** The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of accounts, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocations, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or delivered in person to each Unit Owner.

**MEMBER AT LARGE:** The Member at large shall assume the responsibilities of the Vice President, Treasurer, or Secretary if they are **temporarily unavailable**.

**COMMITTEES:** Committees may be requested by the Board of Directors and are to serve at the pleasure of the Board of Directors. Any Committee may be disbanded with or without cause as required.

**TERM OF OFFICE:** Board members are elected and serve for a period of two years.

## **THE MANAGEMENT COMPANY**

The Management Company for The Summit at Polo Fields is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held property.

The Management Company has specific authorization and obligations as contained in the management contract, a copy of which will be available upon reasonable request, which will generally run for a period of a year. The Management Company is:

**Mulloy Properties**  
**8303 Shelbyville Road**  
**Louisville, KY 40222**

**Property Manager**  
**502.425.9331**  
**502.471.7928 Cell**

**Nate Owsley**  
**nowsley@mulloyproperties.com**

The Management Company is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors, acting on behalf of all Unit Owners, are carried out. The expertise and experience of the Management Company, acting as the agent of the Board of Directors, provides the Board of Directors with the information and facts necessary to make appropriate decisions on almost all aspects of the condominium administration and management of common real property.

## **GUIDELINES FOR MAINTENANCE AND REPAIR**

### **ITEMS COVERED BY MAINTENANCE FEE:**

1. Utilities: \*Common area electricity \*All water and sewer
2. Roadways, driveways, sidewalks, and parking spaces
3. Exterior of all buildings
4. Exterior doors and door trim
5. All other property which is required to be maintained by the Association in a good state of repair (includes mailboxes).
6. Property and general liability insurance (Fire, hazard, exterior building insurance, extended coverage, vandalism, malicious mischief, and liability insurance)
7. Reserve fund for replacements
8. Common area & general landscape maintenance: tree & shrub care, grass mowing, mulching, weeding, snow removal, leaf removal
9. Trash removal
10. Maintenance supplies
11. Professional management service
12. Real Estate Taxes on common area, if any

### **ITEMS UNIT OWNERS IS RESPONSIBLE FOR:**

1. Interior of homes, (including but not limited to: window, including glass breakage, fireplaces, water faucets, and appliances)
2. Unit door locks
3. Interior plumbing fixtures and lines servicing one home
4. General interior upkeep (painting, etc.)
5. Unit smoke detector
6. Heating, air conditioning
7. Garage doors
8. Bathroom and dryer vents
9. Unit Owners insurance for personal property, contents and liability coverage
10. Repairs of all damage to any part of the common or limited common areas and facilities caused by a Resident, its invitees, licensees, guests, family members, pets, and vehicles

## GENERAL RULES AND REGULATIONS

1. No part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the property was designated. Each Unit shall be used only for residential purposes.
2. Except for the construction, sales and management activities of the developer no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property.
3. To the extent permitted by law, a Resident may use a portion of his/her residence for an office or studio (other than a music or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other residents; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of said Resident's Unit.
4. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities.
5. Parking of any trailer coach, house trailer, mobile home, recreational vehicle, automobile trailers, camper, truck which exceeds  $\frac{3}{4}$  ton, boat, boat trailer, motorcycle, or any similar vehicles (collectively "special vehicles") are not permitted on common Condominium Property, unless such special vehicles are parked in a garage of a Resident and the garage door is completely closed at all times.
6. Operative vehicles, used by a Resident as a primary source of transportation, must be parked in the assigned parking space or in a garage space that the Resident is to occupy. The Resident(s) of any one Unit may not collectively park more than four (4) vehicles on the Condominium Property, including garages.
7. Inoperative vehicles, including vehicles with expired tags may not be parked on the Condominium Property unless these inoperative vehicles are parked in the garage and the garage door of such Unit is completely closed at all times.
8. Nothing shall be kept in, or done to, any Unit or in, or to the common areas or facilities or garages which will increase the rate of insurance on the building.
9. Nothing shall be kept in, or done to, any Unit or in, or to the common areas or facilities or garages which would impair the structural integrity of any building or which would structurally change any building.
10. No open fires shall be permitted on any part of the Condominium property other than fires in charcoal grills or other similar cooking devices located within the Limited Common Areas and Facilities.
11. All trash, garbage or other rubbish shall be deposited by the Resident in special covered sanitary containers as directed by the Association.
12. No trash or rubbish shall be deposited in the common areas or facilities, except into approved trash receptacles.
13. No Owners shall cause, or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building.

## **General Rules and Regulations cont.**

14. No sign, awning, canopy, shutter, radio or television antenna, or television satellite dish, shall be affixed to or placed upon the exterior walls or roof or any part of the building thereof, without approval of the Board of Directors.
15. Unit Owners shall not cause or permit any curtains, shade or other window coverings to be hung inside or outside any window or transparent doors which show any color other than white or beige tones on the outside.
16. No clothes, sheets, blankets, laundry of any kind or other articles may be hung out or exposed on any part of the common areas and facilities.
17. No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Residents.
18. No "FOR SALE" or "FOR RENT" signs may be placed on any part of the Common or Limited Common property. Only one "For Sale" sign may be placed on the inside of only one window of a Unit.
19. No other window display or advertising shall be maintained or permitted on any part of the Condominium Property. No other signs which are visible from the outside of Units may be placed on any part of the Condominium Property except as expressly permitted by the Board of Directors. An "Open House" sign may be displayed only for a period of 24 hours prior to, and including, the open house.

## **PARKING AND PARKING AREAS**

1. All Residents and their guests are expected to comply with the speed limit signs and stop signs posted on the Associations property.
2. Visitors should park in the extra parking spaces. It is the responsibility of the Resident to inform visitors of parking restrictions. Any violators will be towed away at the vehicle owners' expense.
3. Operative vehicles, used by a Resident and as a primary source of transportation, must be parked in the assigned parking space or in the garage space that the Resident occupies. The Resident(s) of any one Unit may not collectively park more than four (4) vehicles on the Condominium Property, including garages.
4. Inoperative vehicles, including vehicles with expired tags, may not be parked on the Condominium Property unless these inoperative vehicles are parked in the garage and the garage door is completely closed.
5. Parking of any trailer coach, house trailer, mobile home, recreational vehicle, automobile trailers, camper, truck which exceeds  $\frac{3}{4}$  ton, boat, boat trailer, motorcycle, or any similar vehicles (collectively "special vehicles") are not permitted on common Condominium Property, unless such special vehicles are parked in a garage of a Resident and the garage door is completely closed at all times.
6. Extraordinary or extensive maintenance of automobiles or vehicles cannot be carried out in the parking lot or on streets.
7. All motor driven vehicles (including mini-bikes and motorcycles) are restricted to the street and driveways. Residents must comply with all State and Local laws. Under no circumstances shall any motor vehicle be ridden on any lot, common area, or limited common areas.
8. Inoperative vehicles will not be allowed to remain on the street or driveways. Vehicles with expired tags will be considered abandoned and towed away at the Owner's expense.
9. Motorcycles, bicycles, skateboards, rollerblades and roller skates are permitted but restricted to the street and driveways. If damage is found due to the use or abuse, then this rule can be changed to prohibit one or all of these items.

## BUILDING EXTERIORS AND INTERIORS

1. Flyers/advertisement bulletins, newsletters and notices to residents should be placed in appropriate receptacles located under each mail box. NOTE: None of the mail boxes are to be used for such purposes---they are the property of the US Postal Service and nothing but US Mail shall be placed in these boxes.
2. There shall be no signs/notices posted in the limited common or common areas except those posted and approved by Management or the Board of Directors.
3. There shall be no playing, lounging, parking or storage of any personal belongings such as toys, playpens, furniture or any other items on any part of the common areas.
4. Residents may store personal possessions only in their garage, attics or inside their homes. The patio is NOT to be used for storage purposes. Items found outside these designated areas will be removed by the Management Company and/or the Board of Directors.
5. Residents may not paint or otherwise decorate or change the appearance of any portion of the exterior of their home without prior written consent of the Board of Directors.

## PETS

1. All pets shall be controlled so as not to create a nuisance (i.e. barking, smell, appearance, waste, etc)
2. PET OWNERS ARE REQUIRED TO IMMEDIATELY DISPOSE OF THE WASTE CREATED BY THEIR PETS. This is mandated by the City or Township and the rules of the Association.
3. All pets **MUST** be on a hand-held leash when outside of the residence and to be under complete control of the person walking the pet.
4. Pets **MAY NOT** be staked or tied on, to, or in, any common or limited common areas. Chains or stakes will be removed by Management.
5. Pets should be walked using the streets and sidewalks. Use of the limited common areas immediately adjacent to housing units must be avoided.  
**REMEMBER, PET OWNERS MUST IMMEDIATELY DISPOSE OF THE WASTE CREATED BY THEIR PETS.** This is required by both the City or Township ordinances and the rules of the Association.
6. Property damage (such as digging shrubs or urine spots which kill grass, etc.) will not be tolerated. Pet Owners will be held responsible for cost of replacement / repair or the pet can be permanently removed from the Condominium Property upon seven (7) days written notice from the Board of Directors of the Association.
7. Any pet causing repeated property damage, or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon seven (7) days written notice from the Board of Directors of the Association.
8. Two dogs, or two cats or one of each, or two other household pets may be kept in a Unit.
9. No animals of any kind shall be bred in any Unit or in the Common Areas and Facilities.
10. No exotic animals shall be kept in any Unit (including but not limited to snakes, lizards, monkeys etc.).
11. Dog houses or other structures used, or intended for, the housing or keeping of animals **MAY NOT** be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities. This shall include patios.
12. All complaints relative to pets shall be in writing and shall be mailed to the Management Company.
13. All pet Owners are to have their pets included on their personal liability insurance policy.

## LEASED UNITS

1. These Rules and Regulations apply to all units not Unit Owner occupied.
2. Unit Owners must inform the Management Company, **prior to renting**, to ensure compliance with the rules.
3. Leases of any Unit shall be in writing.
4. Unit Owners must file copies of their lease and tenant information with the Management Company within ten (10) days of initial occupancy. Failure to do so will result in the loss of access to Common Areas and Facilities by both the tenant and the Unit Owner.
5. Unit Owners must notify the Management Company of tenant changes immediately.
6. To prevent unauthorized access to buildings, Unit Owners are responsible for the retrieval of all keys from the tenants, upon the tenant's departure from the Unit.
7. Tenants must abide by all Association Rules and Regulations. Unit Owners will be notified along with the tenant of any violations. The Unit Owners will be held responsible for their tenant's actions, including any fines and damages that may apply.
8. No Unit Owner, or any first mortgagee in possession, shall lease less than an entire Unit.
9. There shall be no sub-leasing of a Unit by a tenant.
10. No Unit shall be leased for a term of less than one (1/2) year (6 months).
11. No Units shall be rented for transient or hotel purposes, which shall be defined as:
  - a. Rental for any period less than thirty (30) days.
  - b. Any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen.

## ARCHITECTURAL CONTROL

1. The Board of Directors has been charged with the responsibility of maintaining the aesthetic and architectural character and appearance of the Association. The following regulations are in keeping with the overall plan for the community. Any improvements and / or changes affecting any structure within the community must adhere to these guidelines.
2. In the event these guidelines are unclear or ambiguous, the Declaration, Articles of Incorporation, By Laws, and / or any applicable City ordinances shall be controlling.
3. The Board of Directors must review and approve all applications for change to an exterior of a condominium or surrounding grounds.
4. The Board of Directors realizes that from time to time applications for improvements will be made that may not fall within the established guidelines. The Board of Directors will remain flexible in its actions, however, all applications for improvements will be evaluated on:
  - a. The harmony of external design and location in relation to surrounding units in the community.
  - b. The potential for future maintenance problems or expenditures which the installation or change might cause the Association.
5. To facilitate the above and to maintain complete and accurate records, an application form must be submitted and approved prior to making any change or addition to exterior or grounds. **NO work should begin until written approval is received.**
6. Examples of items not permitted are statues, figurines, birdhouses, birdbaths, bird and / or animal feeding devises.

## **ARCHITECTURAL CONTROL REQUEST FORM PROCEDURES**

Any Unit Owner desiring to make any change or improvement to any common or limited common area **MUST REQUEST AND OBTAIN APPROVAL** from the Board of Directors.

The procedure for this is as follows:

1. Submit an application to the Board of Directors with an attached complete description of the improvement with a drawing, photograph or catalog picture or specification, including colors and materials as appropriate, and attached (if applicable) the subcontractors Insurance Certificate Number and a copy of a current insurance liability policy.
2. The Board of Directors will review, approve, disapprove, or defer pending additional or alternative recommendations for the improvement. The Unit Owner will receive a written notice of the Board of Directors action.
3. Any changes or improvements made by a Unit Owner are the responsibility of the Unit Owner for maintenance, repair, and / or replacement.
4. Unauthorized changes or improvements must be removed and the area restored to original conditions at the discretion of the Board of Directors. Removal will be at the expense of the Unit Owner.
5. If a resident refuses to remove a change or addition which had been installed without prior approval of the Board of Directors, the Management Company may be called to remove the changes or additions and any and all cost involved including attorney fees will be charged as an assessment and collectable as any assessment may be collected.

The purpose of requiring Board of Directors approval is not to discourage improvements but to limit improvements to those that enhance the value and conform to the overall aesthetic appearance of the units. **THIS CONTROL SHOULD BE LOOKED UPON AS A PROTECTION OF YOUR INVESTMENT, NOT AS A NUISANCE.** The Board of Directors and the Association members are in favor of improvements and hope that Unit Owners will want to personalize their homes inside since it will ultimately add value to the entire community.

Improvement Application Forms are available upon request at the Management office. A form is included with this material (Page 18).

## PENALTIES

According to the Declaration of Master Deed for the Summit at Polo Fields Article II, Section 1. (g): “No noxious or offensive activity shall be carried on in the project, nor shall anything unreasonable be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.”

The Board of Directors decided to reiterate this paragraph to remind residents of The Summit at Polo Fields of the responsibility they have to their neighbors and friends to be continuously aware of actions that might be offensive to others.

The paragraph below pertains to any rules and regulations as set forth by and approved by the Board of Directors.

“If problems persist, the Board of Directors may wish to enforce rules for penalties against the Resident. Following are descriptions of letters to be sent to Residents who do not follow these published rules subjected to any amendments to said rules:

- 1<sup>st</sup>: Mild warning letter.
- 2<sup>nd</sup>: Strict warning letter with notice that the next letter would include a fine.
- 3<sup>rd</sup>: Fine in the amount of \$50.00, with 30 days to pay. 10% interest on late fee.
- 4<sup>th</sup>: Fine in the amount of \$200.00 with 30 days to pay. 10% interest on late fee.
- 5<sup>th</sup>: Court action.

The Board of Directors does have power to enforce the above via Court Action, if required.

In the event these guidelines are unclear or ambiguous, the Declaration, Articles of Incorporation, By Laws, and / or any applicable City ordinances shall be controlling.

**The Summit at Polo Fields**

**ARCHITECTURAL IMPROVEMENT APPLICATION**

This application form should be submitted for any construction or addition to the exterior of your building or grounds. If in doubt about your particular project, contact the Management Company or any member of the Board of Directors.

The object of requiring a Unit Owner to file an Improvement Application with the Board of Directors is to insure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow residents. It also enables the Board of Directors to determine what information and assistance it can give in order to expedite completion of your planned improvement.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (W) \_\_\_\_\_ TYPE AND NATURE OF

IMPROVEMENT: \_\_\_\_\_

MATERIAL(S): \_\_\_\_\_

COLOR: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DIMENSIONS: \_\_\_\_\_ APPROX. COST \_\_\_\_\_

**An engineered drawing of all improvements must be submitted and attached to the application to show exact location and dimensions.**

CONTRACTORS INSURANCE CERTIFICATE # (If applicable) \_\_\_\_\_

*I understand the rules concerning the proposed improvement. This improvement in no way encroaches on a neighbor's property. I agree to abide by the rules established by the Board of Directors and will be solely liable for any upkeep required by the addition of this improvement.*

\_\_\_\_\_ Date \_\_\_\_\_

**Signature of Unit Owner**

***For Committee Use Only:***

Date Application Rec'd: \_\_\_\_\_

Rec'd by: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Disapproved: \_\_\_\_\_

Approved / Disapproved By: \_\_\_\_\_

**PLEASE RETURN THIS FORM AND ATTACHMENTS TO:**

**Mulloy Properties  
8303 Shelbyville Road  
Louisville, KY 40222**

**Attn: Nate Owsley  
Property Manager**

