

11  
RS

WYNDHAM PLACE HOMEOWNERS ASSOCIATION

COVENANTS, CONDITIONS, AND RESTRICTIONS

Last Amended April 2020

## Table of Contents

ARTICLE I- USE RESTRICTIONS .....	1
Section 1 – Primary Use Restrictions.....	1
Section 2 – Nuisances .....	1
Section 3 – Use of Other Structures and Vehicles .....	1
Section 4 – Animals .....	1
Section 5 – Clothes Lines; Fences and Walls; Tennis Courts, Swimming Pools; Antennae and .....	1
Section 6 – Duty to Maintain Lot.....	2
Section 7 – Duty to Repair and Rebuild.....	2
Section 8 – Business; Home Occupations.....	2
Section 9 – Signs.....	3
Section 10 – Drainage .....	3
Section 11 – Disposal of Trash .....	3
Section 12 – Underground Utility Service .....	3
ARTICLE II – ARCHITECTURAL CONTROL .....	3
Section 1 – Approval of Construction and Landscape Plans .....	3
Section 2 – Building Materials; Roof; Builder .....	4
Section 3 – Minimum Floor Areas .....	4
Section 4 – Setbacks .....	4
Section 5 – Garages; Carports.....	4
Section 6 – Landscaping; Sidewalks; Driveways; Trees .....	5
Section 7 – Mail and Paper Boxes .....	5
ARTICLE III – HOMEOWNERS ASSOCIATION.....	5
Section 1 – Incorporation.....	5
Section 2 – Objects and Purposes .....	5
Section 3 – Lien .....	5
Section 4 – Assessment.....	6
Section 5 – Homeowners Association’s Right of Entry.....	6
Section 6 – Rules.....	6
Section 7 – Non-liability of the Directors and Officers .....	6
Section 8 – Board’s Determination Binding .....	6
ARTICLE IV – GENERAL PROVISIONS .....	6
Section 1 – Restrictions on Dedication .....	6
Section 2 – Maintenance of Common Areas, etc.....	6
Section 3 – Owner’s Easements of Enjoyment.....	7
Section 4 – Enforcement .....	7

Section 5 – Severability .....	7
Section 6 – Management by Developer .....	7
Section 7 – Restrictions Run with Land.....	7
Section 8 – Amendments to Articles and Bylaws .....	7

## ARTICLE I- USE RESTRICTIONS

### Section 1 – Primary Use Restrictions

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed, or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing an attached two car garage for the sole use of the owner and occupants of the lot.

### Section 2 – Nuisances

No noxious or offense trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

### Section 3 – Use of Other Structures and Vehicles

- (a) No outbuilding, trailer, basement, tent, shack, garage, barn, or other structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (b) No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year. No travel trailer or motor home may be parked in a driveway for a period in excess of twenty-four hours in order to be cleaned or supplied.
- (c) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision. All automobiles/vehicles are to be parked in the lot owner's driveway and blocking of sidewalks is prohibited.

### Section 4 – Animals

No animals, including reptiles, livestock or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except as provided for in this Section. Each homeowner is responsible to ensure that their pets, primarily dogs, do not create a noise disturbance to the neighborhood. Existing leash laws, in accordance with Louisville Ordinances in effect, shall be observed and each homeowner is responsible for removal of feces from common areas and/or homeowners property when walking their pets.

### Section 5 – Clothes Lines; Fences and Walls; Tennis Courts, Swimming Pools; Antennae and Receivers/Transmitters

- (a) No outside clothes lines shall be erected or placed on any lot.
- (b) Restrictions on fencing for Wyndham Place:
  - 1. All proposed fences must be submitted in writing to the Board of Directors of the Homeowners Association before installation. All Board decisions will be binding.
  - 2. Fencing of the front yard areas shall not be permitted.
  - 3. Fences cannot extend beyond the rear corner of your house toward the front, unless previously "grandfathered" and on file with the Homeowners Association.
  - 4. All fences shall be a minimum of four (4) feet and a maximum of six (6) feet in height.



Measurement is to be from level ground to the top of the structure.

5. Wood, wrought iron, wood grain composite, and other materials as may be approved by the Board of Directors shall be permitted. A homeowner must submit a written request to the Board of Directors for approval prior to start of installation/replacement of a fence. The decision of the Board of Directors is final and binding.
  6. Fences must run vertical to the ground.
  7. All fences must be approved in writing by the Board. Document containing address, description, date and all current Board member's signatures must be filed with the Wyndham Place Homeowners Association. Homeowner should be sure to keep a copy and pass this on to any subsequent homeowner.
  8. Any fence constructed before February 1, 1998 should be listed with the Board by March 1, 1998. Deviations from the aforementioned restrictions were "grandfathered" in at that time. Again, a copy should be kept with the homeowner.
  9. Wire and chain link fences are prohibited.
- (c) No tennis courts shall be erected on any lot.
  - (d) Only in-ground swimming pools shall be installed or placed on any lot.
  - (e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot, except as approved by the Federal Communications Commission.
  - (f) Any and all proposed changes to the existing footprint of the property (e.g. decks, sunrooms, screened porches, outside fireplaces, patios, pergolas, gazebos, sheds, outbuildings, etc.) must be submitted in writing for approval by the Board of Directors prior to start of construction. This list is not intended to be all inclusive but only offered as examples requiring prior approval. Existing changes to the footprint of the property made prior to approval of this amendment shall be grandfathered and deemed to have been approved by the Board of Directors. The decision of the Board of Directors is final and binding.

#### Section 6 – Duty to Maintain Lot

- (a) From and after the date of purchase of lot, it shall be the duty of each homeowner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance.
- (b) Contractors will be responsible for maintaining construction sites in reasonably neat condition, including the removal and/or containment of all food and drink containers and any other personal debris that may be deposited on lot by subcontractors.
- (c) Any cost(s) to the Homeowners Association resulting from non-compliance with the above will be charged to the noncompliant homeowner, to include court costs, attorney fees, allowable statutory interest, and other related expenses.

#### Section 7 – Duty to Repair and Rebuild

- (a) Lot owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear.
- (b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

#### Section 8 – Business; Home Occupations

No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy, and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which detracts from the

residential character of the neighborhood or which may become an annoyance or a nuisance to the neighborhood.

#### Section 9 – Signs

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot except that one sign by the realtor or owner is permitted. A contractor may display a sign while work is being performed but must remove the sign upon completion of the work.

#### Section 10 – Drainage

Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

#### Section 11 – Disposal of Trash

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage/trash and recycle bins shall be stored promptly after collection in a non-conspicuous place.

#### Section 12 – Underground Utility Service

Electric service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas and Electric Company pedestal to the building erected on each lot, and title to the service shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person or lot owner without the express consent in writing of the Louisville Gas and Electric Company and South Central Bell Telephone Company or their successors. All telephone and cable lines shall be underground.

### ARTICLE II – ARCHITECTURAL CONTROL

#### Section 1 – Approval of Construction and Landscape Plans

- (a) No structure may be erected, placed or altered on any lot until the construction plans, building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof; and (iv) the location and size of the driveway (which shall be limited to exposed aggregate concrete or in-kind existing concrete), shall have been approved in writing by the Board of Directors of the Homeowners Association in its sole discretion, prior to the installation and/or expansion of any existing driveway(s).
- (b) In addition to the plans referred to in subparagraph (a) of this Section 1, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs, and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Developer shall show that the lot has or will have a minimum of two trees (at least 2 ½ inches in diameter) in the front yard of the lot and an additional two trees (at least 1 ½ inches, in diameter) on the lot and shall further obligate the lot owner to install (to the extent the same are not already located on the lot) trees, shrubs and other plantings having a current fair market value of not less than \$1,000.00. The aforesaid landscape plan may be waived by the Developer.



- (c) References to "Developer" shall include any entity, person or Association to whom Developer may assign the forgoing right of approval. References to "structure" in this paragraph shall include any building, including a garage, fence, wall, antennae (except for standard small television antennae), microwave and other transmitters (including those currently called "satellite dishes"), swimming pools and tennis courts.

#### Section 2 – Building Materials; Roof; Builder

- (a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. The Board of Directors of the Homeowners Association recognizes that the appearance of other exterior building materials (such as wood and vinyl siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.
- (b) The roof pitch of any residential structure shall not be less than a plane of 7 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, that dormers on one and one-half story houses may be a roof pitch of less than 7 inches vertical for every 12 inches horizontal with the prior written consent of the Board of Directors of the Homeowners Association, which consent may be arbitrarily and unreasonably withheld by the Board of Directors of the Homeowners Association, and a plane of 7 inches vertical for every plane of 12 inches horizontal for one story structure.

#### Section 3 – Minimum Floor Areas

The following shall be minimum floor areas for homes to be constructed after this instrument is recorded:

- (a) The ground floor area of a one story house shall be a minimum of 1800 square feet, exclusive of the garage.
- (b) The total floor area of a one and one-half story house shall be a minimum of 2000 square feet. First floor area shall be a minimum of 1300 square feet. The aforesaid square footage shall be exclusive of the garage.
- (c) The total floor area of a two story house shall be a minimum of 2200 square feet, exclusive of the garage.
- (d) Finished basement areas, garages and open porches are not included in computing floor areas under this Section 3.

#### Section 4 – Setbacks

No structure shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into such area, and open porches may project into such area not more than six feet. No structure shall be located on any lot nearer any side lot line or street line than the distance of ten (10) feet on one side and five (5) feet on the other, except bay windows and steps may project into said areas. The Board of Directors of the Homeowners Association may vary the established building lines, in its sole discretion, to the extent the same will not conflict with applicable zoning regulations.

#### Section 5 – Garages; Carports

- (a) The opening or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by the Board of Directors of the Homeowners Association. All lots shall have at least a two car garage and no detached garaged are allowed. Garages, as structures, are subject to prior plan approval under Section of the Article II.
- (b) No carport shall be constructed on any lot.

#### Section 6 – Landscaping; Sidewalks; Driveways; Trees

- (a) After the construction of a residence, the lot owners shall grade and sod the entire lot.
- (b) Each homeowner shall cause a sidewalk to be constructed and maintained on his lot in accordance with the zoning regulations on that particular lot.
- (c) Each homeowner shall concrete the driveway on his lot within three months after completion of a single family dwelling; provided, however, that the portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.
- (d) Upon construction of a residence, the homeowner shall cause to be planted two trees (at least 2 ½ inches in diameter) in the front lot and an additional two trees (at least 1 ½ inches in diameter) on the lot, unless otherwise agreed to by the Board of Directors of the Homeowners Association.
- (e) Upon an owner's failure to comply with the provisions of this Section 6, the Board of Directors of the Homeowners Association may take such actions as shall be necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse the Homeowners Association, or other performing party, for all expenses in so doing, to include, but not limited to, court costs, attorney fees, allowable statutory interest, and other related expenses and the Homeowners Association shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

#### Section 7 – Mail and Paper Boxes

All mail and paper boxes shall be uniform design as determined by the Board of Directors of the Homeowners Association. They shall be maintained in good condition, periodically painted with a black, high gloss paint. The house numbers shall be uniform, white on black, and replaced in-kind as needed. House numbers are not to be painted on the curb.

### ARTICLE III – HOMEOWNERS ASSOCIATION

#### Section 1 – Incorporation

The Articles of Incorporation of WYNDHAM PLACE HOMEOWNERS ASSOCIATION, INC. ("Association") which may be amended from time to time, dated July 6, 1994, are recorded in Corporation Book 467, Page 11, in the Office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in this section of Wyndham Place Subdivision (and other such sections which Developer shall by future deed restrictions so provide) shall be a member of the Association, and by, acceptance of a deed for any lot agrees to accept membership in, and does hereby become a member of the Association. Such owner and member shall abide by the Association's Bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

#### Section 2 – Objects and Purposes

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and Bylaws and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or common areas, crosswalks, storm drains, basins, fences, street lights, gatehouses and entrances as may be shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance, and repair.

#### Section 3 – Lien

Any assessments levied by the Association shall be used only for purposes generally benefiting the



Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

#### Section 4 – Assessment

After January 1, 1995, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Homeowners Association shall determine the amount of and fix the due date of each assessment, which is currently \$525.00 per annum per lot.

#### Section 5 – Homeowners Association's Right of Entry

The authorized representative of the Homeowners Association or the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of any emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority, including the right to enter upon or through any lot for access to any common area for the maintenance and improvement thereof. No lot owner shall damage or change in any way any common area or the landscaping thereon.

#### Section 6 – Rules

Overall management and operation of the Homeowners Association shall be under the direction of the Board of Directors. Decisions of the Board of Directors shall be final and binding.

#### Section 7 – Non-liability of the Directors and Officers

The Directors and Officers of the Homeowners Association shall not be personally liable to the owners of the lots for any mistake or judgment or for any other acts of omissions of any nature whatsoever while acting in their official capacity, except for any acts of omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws of the Homeowners Association.

#### Section 8 – Board's Determination Binding

In the event of any dispute of disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all owners.

### ARTICLE IV – GENERAL PROVISIONS

#### Section 1 – Restrictions on Dedication

No common areas, open space, private roadways or islands in the right-of-way shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

#### Section 2 – Maintenance of Common Areas, etc.

Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all open space, private roads, if any, and common areas, so long as

the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government.

### Section 3 – Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of the Wyndham Place made subject to the Homeowners Association. The right of the Homeowners Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners Association. Developer may dedicate utility or service easements at its sole discretion.

### Section 4 – Enforcement

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by the Board of Directors of the Homeowners Association against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or the Board of Directors of the Homeowners Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

### Section 5 – Severability

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### Section 6 – Management by Developer

Overall management and operation of the Association shall be under the direction of Developer until 80% of the lots are transferred or until four (4) years after date hereof whichever occurs first at which time all operation shall be turned over to the Association.

### Section 7 – Restrictions Run with Land

Unless cancelled, altered, or amended under the provisions of this Section 5, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of two-thirds (38 of 57) of the lots subject to these restrictions. Each lot is entitled to one vote.

### Section 8 – Amendments to Articles and Bylaws

Nothing in this Declaration shall limit the right of Homeowners Association to amend, from time to time, its Articles of Incorporation and Bylaws.



WITNESS the signature of the representative of the Board of Directors of the Wyndham Place Homeowners Association by its duly authorized officer on this 1<sup>st</sup> day of September, 2020.

Wyndham Place Homeowners Association

By Danielle Kidwell Cuculic  
Danielle Kidwell Cuculic, President

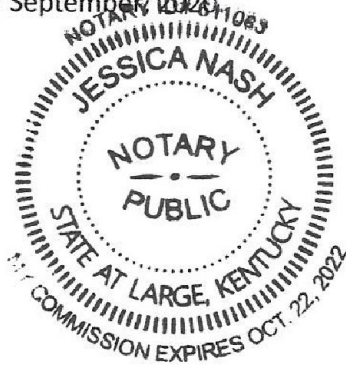
Commonwealth of Kentucky

County of Jefferson

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced to me in said State and County by Danielle Kidwell Cuculic as President of the Wyndham Place Homeowners Association, Inc., and was acknowledged and delivered by her the act and deed of said corporation.

WITNESS my signature this 1<sup>st</sup> day of September, 2020.

Jessica Nash



Prepared by:

Danielle Kidwell Cuculic

Danielle Kidwell Cuculic  
President, Wyndham Place Homeowners Association  
8610 Glenfield Way  
Louisville, KY 40241