Wessex Glen Homeowners’ Association, Inc.

Homeowners’ Manual
# Wessex Glen Homeowners’ Association, Inc.

Managed By: Zoellner, Garten & Company, 644 Linn Street, Suite 634, Cincinnati, OH 45203-1738  
Phone: 513-852-2400 Emergencies/After Hours: 513-382-3797  [jzoellner47@gmail.com](mailto:jzoellner47@gmail.com)

---

# Homeowners’ Manual

## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome</td>
<td>2</td>
</tr>
<tr>
<td>Dealing with Emergencies</td>
<td>3</td>
</tr>
<tr>
<td>Insurance</td>
<td>3</td>
</tr>
<tr>
<td>Changes/Improvements to Units</td>
<td>4</td>
</tr>
<tr>
<td>Improvement Application Procedure</td>
<td>4</td>
</tr>
<tr>
<td>Unauthorized Changes</td>
<td>5</td>
</tr>
<tr>
<td>Summary of Dues &amp; Assessments</td>
<td>5</td>
</tr>
<tr>
<td>Late Fees</td>
<td>5</td>
</tr>
<tr>
<td>Use of Dues &amp; Assessments</td>
<td>5</td>
</tr>
<tr>
<td>Association Responsibility</td>
<td>6</td>
</tr>
<tr>
<td>Homeowner Responsibility</td>
<td>6</td>
</tr>
<tr>
<td>Rules &amp; Regulations</td>
<td>7</td>
</tr>
<tr>
<td>General Use of Premises</td>
<td>7</td>
</tr>
<tr>
<td>Animals and Pets</td>
<td>9</td>
</tr>
<tr>
<td>Automobile Repairs</td>
<td>9</td>
</tr>
<tr>
<td>Damage</td>
<td>9</td>
</tr>
<tr>
<td>Driving</td>
<td>9</td>
</tr>
<tr>
<td>Fencing</td>
<td>10</td>
</tr>
<tr>
<td>Landscaping</td>
<td>10</td>
</tr>
<tr>
<td>Parking Rights</td>
<td>10</td>
</tr>
<tr>
<td>Trash</td>
<td>10</td>
</tr>
<tr>
<td>Signage</td>
<td>11</td>
</tr>
<tr>
<td>Maintenance of the Property</td>
<td>12</td>
</tr>
<tr>
<td>Common Areas</td>
<td>12</td>
</tr>
<tr>
<td>Grounds Care</td>
<td>12</td>
</tr>
<tr>
<td>Pavement and Sidewalks</td>
<td>12</td>
</tr>
<tr>
<td>Exterior Building Surfaces/Structures</td>
<td>12</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>12</td>
</tr>
<tr>
<td>General Information</td>
<td>13</td>
</tr>
<tr>
<td>Management</td>
<td>13</td>
</tr>
</tbody>
</table>

---

**May 2017**
Welcome to Condominium/Landominium Living...

Congratulations on the selection of Wessex Glen as your home. It is the Board’s wish that you will find, as so many others have, condominium/landominium living the most convenient form of home ownership today, as well as being a sound investment that will greatly appreciate in value over the coming years.

To promote your enjoyment of condominium/landominium living, this booklet has been prepared for you to provide helpful information and instruction as to the policies and procedures your Association Board will be following to best serve each of you as residents of Wessex Glen.

It is the purpose of your Association Board to maintain, protect, and enhance the value of your home and your lifestyle at Wessex Glen. The Board has engaged a Management Company to work for and assist the Board in upholding these responsibilities while maintaining a pleasant atmosphere for all residents and their guests.

PLEASE NOTE that this Manual is designed to briefly familiarize owners with the Association, Management, and Policies and Procedures. The Board operates in accordance with the Articles of Incorporation, Bylaws, and Rules and Regulations adopted by the Board and Members.

If you have any questions or need any additional information, please contact a member of the Board of Trustees or the Management Company.
DEALING WITH EMERGENCIES

Anything that endangers the residents, owners, or Wessex Glen property should be considered an emergency and appropriate action should be taken.

If there is a Police or Fire emergency, call 911 immediately. Of course, notify Wessex Glen residents as warranted by the situation.

In the event there are **maintenance or damage problems, including those on the following list, please notify the Management firm.**

- Fallen trees
- Roof leakage
- Any condition that might damage exterior property
- Lack of proper snow/ice treatment
- Any condition that might damage personal belongings or property
- Any condition or problem that you feel could lead to injury of self or others

Should the following situations occur, please contact the appropriate parties.

- Heating/cooling system not working – contact HVAC contractor of your choice
- Frozen pipes or no water – contact Campbell County Water District 859-441-2310
- Electrical problems – contact Duke Energy 800-634-4300
- An odor of gas – contact Duke Energy 800-634-4300
- Plumbing or sewer problems – contact plumbing contractor of your choice

INSURANCE

The Association purchases an insurance policy that covers the common area including buildings. Unit owners should purchase their own condominium policy in order to insure their personal possessions. These policies include important items such as Liability Coverage, Loss of Use, Additions and Alterations Coverage, and Loss Assessments Coverage. Ask your agent for details about your policy.
CHANGE & IMPROVEMENT PROCEDURES

Any and all changes or improvements to a unit **must be approved by the Board prior to the change or improvement.** All applications for improvements to a unit will be considered on an individual basis and all reasons for the improvements or any departure from these guidelines will be weighed and evaluated. The Board will make its decisions on two basic considerations:

1. The harmony of external design and location in relation to surrounding buildings in the community.
2. The recognition of future maintenance problems or expenditures which any installation might cause the Association.

The Board does not discourage improvements, but to control the nature of improvements is to assure the value and overall aesthetic appearance of the community. This control should be looked upon as a protection of your investment, not as a nuisance.

IMPROVEMENT APPLICATION PROCEDURE

An application **must be submitted prior to the commencement of any external addition or improvement.** All applications will be discussed and acted upon by the Board as soon as practicable following the receipt of the application. The procedure:

1. Submit to the Board a complete, written description of the improvement with a drawing, photograph, or catalog picture specification, as necessary.
2. The Board will discuss and approve or reject the application; it may ask for additional information.
3. The Board will notify the owner of its decision.
4. If the decision is not favorable to the owner, the owner may appeal to the Board by providing additional information.

**Please note that:**

- The unit owner is responsible for any maintenance, repair, and/or replacement of any changes or improvements made.
- Unauthorized changes or improvements must be removed and the property restored to original condition at the expense of the owner.
UNAUTHORIZED CHANGES & FAILURE TO MAINTAIN IMPROVEMENTS

If an owner of any unit should fail to maintain the improvements reasonably satisfactory to the Board of Directors, and the maintenance is not provided by the Association for which assessments are provided, then the Association, after approval from the Board, shall have the right to enter upon the lot and to repair and/or maintain the lot and the exterior buildings and any other improvements. The cost of such exterior maintenance and repair (including charges incurred by the Association in gaining access to the lot or unit) shall be added to and become part of the total assessment on the lot. This remedy is in addition to any other remedy of the Association.

DUES & ASSESSMENTS

Wessex Glen Association dues are due on the first of each month (payment in advance). Dues are typically set twice a year by the Board of Trustees for the upcoming six-month period. Payment coupons are mailed to Owners. Special Assessments are for major needs; there has only been one assessment; that was in 2015 for roof replacement.

Late Fees – Late charges will be assessed on any accounts that have not been paid on or before the 5th of each month. The late charges will be assessed at $50.00 for any payment that is not timely received plus interest on the total amount due will be due and payable at a nominal annual rate of 18% interest until the balance is paid.

The Association has the authority to take any legal action allowed to collect Dues payments, Late Charges, and Interest. Legal action includes but is not limited to the services of Small Claims Court, filing suit in a court of competent authority, and filing liens against the property. The owner is responsible, to the extent allowed by law, for costs incurred in the collection effort including collection fees, attorney’s fees, court costs, and lien fees.

Uses of Dues & Assessments – The Annual General Assessment shall be used for current expenses in order to preserve, maintain, promote, and enhance life in the community. Individual Assessments shall be used on improvements to any lot where the owner has failed to maintain the lot in a manner reasonably satisfactory to the Board of Directors and where the maintenance is not provided by the Association.

Association & Homeowner Responsibilities are outlined on the following page. These provisions are from the Wessex Glen Master Deed.
**Association Responsibility**

The Association shall levy an annual general assessment which part shall be used for current expenses and part shall be put in a reserve fund for future expenses.

The uses of the annual general assessment include:

a) Grass cutting of Common Areas;
b) Landscape maintenance of Common Areas;
c) Snow removal of Common Areas;
d) Exterior maintenance of:
   i. Paint;
   ii. Caulk;
   iii. Repair and replace roofs;
   iv. Roof vents;
   v. Chimneys;
   vi. Gutters and downspouts;
   vii. Light fixtures;
   viii. Railings, steps, and exterior above ground surfaces;
   ix. Paint and surface repairs of exterior surfaces of doors, door frames, and window frames;
   x. Repair and replace outdoor lighting fixtures located on streets, driveways, parking areas, and walkways; and
   xi. Other exterior maintenance determined by Board of Directors of the Association;
e) Necessary or desirable insurance coverage for the Association, including the Board, and for the real property and the personal property of the Association, and for units, including all insurance coverage required by Article XII;
f) Providing trash and garbage pickup;
g) Providing and paying administrative management and professional expenses of the Association;
h) Providing for the maintenance, repair, and replacement of all improvements on Common Areas; and
i) Providing for paying all of the obligations of the Association, including taxes, utilities, and operating expenses.

**Homeowner Responsibility**

The Dues DO NOT cover these items & the Cost is to be paid by the Owner.

Unless otherwise determined by the Board of Directors, exterior maintenance, repairs, and/or replacements that shall not be taken from the annual general assessment include:

a) Repair or replacement of any structural defects or cracks in any unit;
b) Waterproofing any unit or part of a unit;
c) Maintaining, repairing, or replacing any porch, deck, patio, or wall;
d) Fixing any slippage problem or other problem related to soil unless this has been caused by the failure of the Association to reasonably maintain the Common Areas;
e) Maintaining, repairing, or replacing any basement walls or floors;
f) Repair, replacement, or care of mechanical equipment and/or pads and foundations;
g) Light bulbs;
h) Electric outlets;
i) Water sillcocks;
j) Window and door glass or screens;
k) Repair, replacement, or care of operating parts of doors, garage doors, and windows;
l) Cleaning or replacement of doors, garage doors, and windows, including glass; and
m) Any care whatsoever to or replacement of any improvements or additions made other than by the original Developer in constructing the unit.
Wessex Glen Homeowners Association, Inc.

General Rules & Regulations

The Board of Trustees is specifically authorized to adopt, maintain, amend, and repeal any or all regulations that are reasonable and necessary to govern the community and use of the common areas.

The following Rules and Regulations contained herein have been made and adopted by the Board and distributed to the owner of each unit. The owners are responsible for compliance with the Rules and Regulations as set out herein, including actions by tenants and visitors.

Each owner understands, acknowledges, and agrees that if owner, its tenants, visitors, or agents violates the Rules and Regulations set forth herein and does not remedy the same as set forth herein, membership in the Association can and shall be terminated. Owner further understands that without membership in the Association, owner cannot continue to reside in the Community, nor can its agents, tenants, visitors, etc. The Association may take all steps necessary to enforce this provision and owner shall be responsible for the costs and fees of said enforcement, including but not limited to court costs, attorney’s fees, and the costs of management in enforcing and/or assisting in the enforcement of these Rules and Regulations.

General Use of Premises

a) No obnoxious or offensive trade or activity shall be carried on upon any lot or within any unit. No activity shall take place that is an annoyance or nuisance to the community or the owners of the units.

b) Nothing shall be done to obstruct, hinder, or jeopardize the use of the Common Areas. No work shall be done which will jeopardize the soundness or safety of the community or reduce its value.

c) Nothing shall be done which would tend to increase insurance rates or result in insurance cancellation.

d) Burning of trash is prohibited. Accumulation or storage of litter, new or used building materials, or trash or junk of any kind, is prohibited on Wessex Glen grounds.
e) Each owner is responsible for picking up trash, litter, etc. in front of, in back of, and on the side of their respective unit. The Association does not have the manpower to do this and it is in the best interest of the community to have a clean environment.

f) No structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with an easement for the installation or maintenance of utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.

g) No outside television or radio aerial or antenna or other aerial or antenna for reception or transmission shall be maintained on any lot or unit. The Board, upon written request of an owner has the right, but not the duty, to approve the erection of any antenna; such antenna is to be placed substantially out of sight from the street.

h) No recreational vehicle, air vehicle, water vehicle, junk vehicle, commercial vehicle, truck of more than three-quarter ton, vehicle with dual wheels, structure of a temporary character, trailer, tent, shack, barn, or temporary or permanent out building, or anything else not put on a lot or on the Common Areas approved by the Association, shall be kept or used upon a lot or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

i) No sound tree or shrubbery or other planting shall be removed or disturbed from any lot or Common Area without written approval of the Association acting through its Board of Trustees or duly appointed committee.

j) Contractors entering the community to perform work for the community are instructed by the Maintenance Manager on job specifications. Residents shall not instruct contractors on what to do while on the job.

k) Soliciting in our community is forbidden, unless the Board gives prior written approval.

l) Routine maintenance requests should be conveyed to the Management office by mail or e-mail, or if an emergency, by calling the Management office.

m) Residents agree to occupy their homes in such a manner as to be desirable residents, not disturb other residents, comply with laws, orders, or governmental regulations, and the Association Rules and Regulations.
n) Each owner understands that units are zoned within the city as residential areas and do not permit businesses to be run within the unit. **Leasing a unit for not less than one year** is an exception, however **using the unit for daily rentals through sites such as Airbnb are not permitted.** The City of Ft. Thomas enforces these regulations.

o) Children are not permitted to play in the streets or the parking areas. Children should not play where they may endanger themselves or unnecessarily disturb other residents. All damages incurred by children are the responsibility of the owner of the unit in which they are residing or visiting. No sled riding is permitted in the community by residents or invited or uninvited visitors.

**Animals and Pets** – No dangerous or obnoxious animal, creature, or pet may be kept on any lot. No animal or pet is allowed to roam unattended or allowed to make a nuisance of itself. Each owner is required to clean up litter immediately after exercising pets in order to keep the grounds enjoyable for all residents. Barking dogs can be a nuisance to all residents. Please take the proper precautions to avoid problems with your pet. Among other remedies, the Board may have any unattended pet or any pet that causes a nuisance picked up.

The City of Ft. Thomas enforces these rules throughout the city and failure to comply will lead to civil citations and/or court. Pitt Bulls and Pit mixes are prohibited in the City of Ft. Thomas.

**Automobile Repairs** – Extraordinary or extensive maintenance or repairs of automobiles and/or other vehicles may not be carried out on any street, driveway, lot, parking area, common area, or limited common area.

**Damage** – The cost of repairing damage caused to the property by any owner, resident, tenant, or invited guest is the responsibility of the owner. The damage will be repaired and the cost billed to the owner. Should the damage have been caused by more than one owner/resident/tenant/invited guest, the owners responsible for damage shall “share” the cost of repair; the Board shall determine the appropriate sharing and inform the owners. An owner that disagrees with the Board’s determination shall have the opportunity to appeal to the Board in writing or in person; however, following such review, the decision of the Board shall be final.

**Driving** – At all times is it mandatory to drive slowly. Caution is advised as we are a small community that is, for the most part, situated on a hill with curving streets and limited visibility.
**Fencing** – No permanent fence or wall shall be permitted on the Common Areas, except as originally installed by the builders or approved by the appropriate Committee and Board prior to installation.

**Landscaping** – No trees or shrubbery may be removed from any Common Area without prior approval of the Committee and the Board, except for emergency clearing. Birdbaths, lawn statues, decorative timers, benches, etc. are not permitted unless approved. Minor planting of flowers and/or small shrubs, in good taste and with the Board’s approval is permitted and encouraged in Common Area (i.e. any beds adjacent to the buildings and courtyards, but not in beds or outside of sidewalk).

Maintenance of homeowner installed perennial plants and/or shrubbery in Common Areas may be charged to the homeowner directly. Any decorative items, either temporary or permanent in nature, such as awnings, patios, patio enclosures, sunroofs, etc. within the private patio area, must have Committee and Board approval prior to installation.

*Neither Management nor the Board has the ability to water common areas as needed during dry periods. Residents are requested and encouraged to water so as to preserve the quality of landscaping and reduce the cost of replacement.*

**Parking Rights** – Wessex Glen vehicle parking is limited due to the lack of common areas. Visibility is limited – we have hills and curves on our streets. For safety purposes, and to facilitate the free movement of passing vehicles, **no vehicles shall be parked on Wessex Place.** There are three spaces with lines on the short street next to 109 leading to 105 and 107 Wessex. Other exceptions are:

- Temporary parking by service persons, trade persons, and delivery persons;
- Temporary street parking for visitors – this does not allow overnight parking and no vehicles are to be parked across from driveways as it severely limits ingress and egress from those driveways.

*NOTE: Please note that parking in the turnaround at the top of the hill is prohibited at all times. The Board retains the right to have offending vehicles towed at the vehicle owner’s expense.*

**Trash** – Garbage pick-up is Monday and residents should place garbage in plastic bags or plastic cans (please no metal cans), at the curb the morning of pickup. Trash shall not be permitted to remain outside any unit except on days of trash collection. If resident has
problems with trash collection they should contact the waste service or local municipality directly for corrective action. This service is provided by the City of Fort Thomas.

**Signage** – No signs of any character shall be erected, posted, attached, or displayed upon, or on any lot or on, in, or from any unit except street and identification signs installed by the Association. No signs, advertisements, or points of personal opinion including political may be posted.

One (1) temporary real estate sign not exceeding five (5) square feet in area (Example: 2 ft by 2.5 ft) may be erected upon any lot advertising the unit for sale or rent. The Board may make reasonable rules and regulations concerning the size, layout, content, construction materials, colors, design, and lighting of any such sign.

*The Association has full authority to take any and all legal action necessary to enforce these Rules and Regulations. Owner understands, acknowledges, and agrees that the Association shall be entitled to not only enforcement of these provisions in court, but also the costs and expenses incurred for such enforcement, including but not limited to court costs, attorney’s fees and management costs, fees and wages for assisting in said enforcement. The Association may file a lien on the property for said court costs, attorney’s fees, and the costs of management in enforcing and/or assisting in the enforcement of these Rules and Regulations.*
MAINTENANCE OF THE PROPERTY

Our Maintenance Manager, in accordance with the guidelines established by the Board, handles daily, weekly, and periodic building maintenance and operations.

Common Areas – Includes all portions of the Association property that are owned by all Members of the Association collectively. The responsibility for maintaining, repairing, or replacing to be borne by the Association, and those expenses to be covered by the monthly maintenance fee paid by each homeowner.

NOTE: Each unit owner is responsible for the cost of repair and/or replacement of any common area that is damaged by the owner, family members, invitees, employees, or guests.

Grounds Care – Lawns and shrubs areas are maintained during spring and summer months by an independent contracting company. During winter months, an independent contracting company performs snow removal and salting. The contract is awarded annually.

Pavement and Sidewalks – These areas are maintained by periodic repair and/or replacement by independent contractors as the need arises.

Exterior Building Surfaces/Structures – The Management firm routinely inspects units; repair and replacement is done as necessary. In order to maintain the value and overall aesthetic appearance of the community front doors shall only be painted one of four colors: red, green, brown, or beige (current trim color) based on owner's choice.

NOTE: It is the general policy of the Association that the exterior structure and anything facing the street is the responsibility of the Association; this would include roofs, front doors, light fixtures (such as on streets, parking areas, or walkways), outdoor steps and railings, and garage doors (but not hardware and openers). Patios, decks, and the rear of the units are generally the responsibility of the owner; fireplace chimneys and windows are individual in nature and are the responsibility of the owner, as well as light bulbs and electric outlets. Association approval is necessary for any changes, additions, and/or improvements to the front, side, or rear of units.

Trash Collection – Trash collection is handled by a city contracted service; Mondays are the regular pickup day.

Any owner that wishes to make a suggestion concerning the operation, service, or appearance of Wessex Glen should contact the Management Company or a member of the Board.
GENERAL INFORMATION

Wessex Glen Homeowners’ Association, Inc. is the corporation filed with the State of Kentucky under a not-for-profit status formed for the purpose of administering Association business and the operation of all commonly held real property.

Each homeowner in the Association owns a percentage of ownership in all common areas and will automatically become a voting Member in the Association at a certain date. Each home has one vote.

The Association generally holds one annual meeting, usually in the Spring of the year, for all its Members to facilitate elections, vote upon special Association business items, and review the year’s financial position. Each owner will receive written notice of the meeting date, time, and place.

Any Member who wants to request an item of business be placed on the Annual Meeting agenda should notify, in writing, a member of the Board or the Management Company stating the item of business and the reason for the request. The Member must sign the request with the appropriate unit number. All requests should be made in writing and submitted at least fifteen (15) days prior to the meeting date.

Owners who cannot attend an Association meeting should vote by proxy. A proxy is a document by which one person authorizes another to vote in his place. This person can be another owner or someone who can be entrusted to vote in the owner’s best interest. Proxies must be in writing.

MANAGEMENT

The Members elect the Board of Trustees annually at the annual meeting.

The Board has engaged a Management Company to manage the affairs of Wessex Glen. The Management Company reports to and is responsible to the Board for carrying out the day-to-day operations of all Association business. It is responsible for the collection of dues and fees, payment of bills, and assists the Board in preparation of the annual budget. The Management Company reviews maintenance needs, secures contractor bids as needed, selects contractors, and oversees maintenance duties or contractors selected. The contract between the Board and Management Company contains specific authorization and obligations. The contract is reviewed annually.