

Worthington Glen Condominiums

Council of Co-Owners, Inc.

Rules and Regulations

Revised Sept 2021

**Worthington Glen Condominiums
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Introduction

To promote your enjoyment of condominium living, this booklet has been prepared for you to provide helpful information and instructions as to the policies and procedures your Board of Directors and your management company will be following to best serve each resident of Worthington Glen Condominiums.

It is the goal of your Board of Directors to maintain, protect and enhance the value of your home and your lifestyle at Worthington Glen Condominiums. In addition, it is the purpose and promise of Evans Property Management, your Association 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.

This is your home and we want you to enjoy it!

Sincerely,

The Worthington Glen Board of Directors

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 condominium unit, which is generally used by residents, such as; halls, stairways, lawns, sidewalks, pool, clubhouse, tennis courts, parking areas, etc.

Definition of **Limited Common Area**: Any area included in the common areas and facilities, but restricted to the use of the residents of the units to which such areas and facilities are adjacent to. The following items shall be known as limited common areas and facilities: all patios, balconies, decks, storage closets located outside the unit, garage spaces and any assigned parking spaces.

Definition of **Lessee**: Any tenant(s) of the unit owner.

This information package and Rules and Regulations are designed to familiarize homeowners briefly with the association, management, and policies and procedures. A fuller, more comprehensive reference to any item concerning Worthington Glen Condominiums can be found in the Declaration, Articles of Incorporation, and By-Laws and Master Deed issued to all unit owners prior to occupancy.

If you have any questions, please refer to your condominium documents which can be found on the Association website <http://evans-property.com/>

In case of any conflict between these Rules and Regulations, the Declaration, Articles of Incorporation, the By-Laws and the Master Deed, the Master Deed is the controlling document.

The Board of Directors may amend these Rules and Regulations at any time; however, any amendments must be mailed to all owners and residents upon execution of the Resolution adopting those changes.

Board of Directors, Meetings and Agenda

The Worthington Glen Condominiums Council of Co-Owners, Inc. is the corporation formed for the purpose of administering association business and the operation and upkeep 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 and the other party then becomes a member of the association.

Each regular annual meeting of the members shall be held in the month of July each year, at a time to be determined by the Board of Directors.

The order of business should include but not be limited to:

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 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.

Unit owners who cannot attend the annual association meeting may vote by proxy. Proxies must be in writing, and will be available from the management company. The management company must receive all proxies no later than 7 days prior to the day of the vote. Any homeowner who is in arrears is not eligible to vote.

All Board Members are elected for a two-year term. Board members who may be elected or appointed to serve out the remainder of another person's term is for the length of time remaining on that person's term. The following will occur in the month of July:

- Three people will be elected to a two-year term in odd number years.
- Two people currently on the Board will remain on the Board of Directors until the following even numbered year.

Homeowners are elected to the Board of Directors. It is after the election that the new Board of Directors will conduct an election for each Board position.

Monthly Board of Directors meetings are currently held on the third Thursday of every month at a time to be determined in advance by the current Board of Directors at the clubhouse. All residents

are invited and encouraged to attend the open meetings generally held in January and April and the open Annual Meeting in July. Any member who wants an item of business placed on the agenda, for an open meeting other than the annual meeting, should notify the management company, at least two (2) days prior to the meeting date. Items of business are limited to items that pertain to the entire community only.

The Management Company

The management company for Worthington Glen Condominiums is responsible to the Board of Directors for carrying out the day-to-day operations of all association business and commonly held real 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 one year. The current management company is:

Evans Property Management
445 Baxter Avenue
Louisville, KY 40204
Phone: (502) 410-4190 Fax: (502) 415-7232 Website: <http://evans-property.com/>

AFTER HOURS EMERGENCY LINE

502-410-4190

**For emergencies that threaten life, health or property
call 911**

The management company has assigned an Association Manager for Worthington Glen Condominiums to oversee all association business and employees. The current Association Manager is:

Donna Skaggs
Email: donna@evans-property.com
Phone: (502) 410-4190

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 for 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,

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 of the Board of Directors. The President may sign all legal documents 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 keep the minutes of meetings of unit owners and the Board of Directors.

Treasurer: The Treasurer shall oversee the financial management of the association working with the management company.

Member-at-Large: The Member-At-Large is assigned a segment of responsibility by the Board.

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. Each committee will have a Board Liaison assigned to communicate with the Board of Directors. All money spent must be pre-budgeted and spent from their respective budget or be pre-approved by the Board of Directors.

The Board of Directors will request written estimates/bids of expenditures over \$1,000.00

Any officer or committee member who is more than thirty (30) days delinquent in the payment of any fee or assessment will not be able to continue to serve their position until fees and/or assessments are paid in full.

Functions and Duties of the Management Company

The duties of the management company shall include but not be limited to the following:

Contracting for services

Maintenance, utilities, legal, audit/tax preparation, insurance, etc. supervising maintenance operations, contractors, and staff

Bookkeeping

Accounts receivable/payable, collection of maintenance fees, assessment of late charges and NSF fees, checkbook style accounting software, transfers between operating fund and reserve fund, homeowner reimbursements, monitoring of certificate of deposits

Legal

Corporate reports and agent of service, collections, delinquent condo fees, late notices, late fees, second notices, lien letters, filing of liens, foreclosure suits, enforcement of Master Deed, Rules and Regulations and By-Laws and litigation (providing information/documentation, depositions, testimony) in consultation with the Board's approval for outside legal counsel

Maintaining files

Current homeowner files (names, addresses, phone numbers, violations, correspondence, etc.), maintaining information on homeowner's respective percentages of interest in the common areas and facilities, contractor's files, contracts, liability insurance, invoices/paid receipts, maintain a master list of all unit owners

Insurance matters

Communications with insurance agent, file claims for losses and follow-up, documenting of incidents that might involve claims or losses, collections, assistance in selection of agency and maintaining files of all individual homeowner's insurance policies

Financial reporting

Submit monthly reports to the Board of Directors, prepare monthly and year to date financial statements for monthly Board of Directors meetings, account balances, current and year-to-date delinquencies, monthly operating statement and cash flow statement, replacement reserve accounts and investments schedule, tax return preparation, 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, annual reports, (auditor and annual homeowner meeting): Year-end operating statement, balance sheet, replacement reserves (changes and balances)

Annual operating budget

Revised drafts as needed, re-calculate replacement reserve requirements/allocations, replacement cost estimates, age/life estimates, condo fee calculations (pro-rate fees, prepare and mail notices)

Services provided to Mortgage Companies

Complete condo questionnaires for loan underwriters, provide Master Deed, budgets, reserve statements, operating statements, insurance certificates, and fidelity bonding proof

Enforcement of Master Deed; Rules and Regulations

Review written and verbal complaints, write warning letters, discuss continuing violations with the Board of Directors, and maintain complaints and documentation in homeowner files.

Communications with residents

Maintenance notices written and distributed, letters and calls responding to questions and requests, special notices as necessary via email.

Maintenance oversight and supervision

Maintenance work orders and follow-up, meetings with engineers/contractors to get estimates/bids, review of maintenance invoices, prepare preventative maintenance programs, run the day-to-day operations of the community

Emergency maintenance

Have someone on call 7 days per week, 24 hours per day

Monthly Board of Directors meetings

Prepare any information that needs to be discussed for monthly Board of Directors meetings, attend all monthly Board meetings

Special Board meeting/elections

Administer the meetings, provide proper notice and run elections

Annual Homeowners Association meeting

Prepare notices of meeting to all homeowners, prepare meeting agenda, prepare all relevant copies of all handouts, discuss work projects for upcoming year, be prepared to participate in meeting discussions/answer questions

Refinancing

Provide documentation requested by a lending organization. All fees for provided documents are the responsibility of the unit owner.

Sellers Certificate

Provide the association's disclosure statement when requested by potential buyers or their representatives. All fees for provided documents are the responsibility of the unit owner.

Association Dues

Currently, the monthly association dues are due the first of each month. Residents are responsible for sending payments in on a timely basis. Exact fees for any unit can be obtained by contacting the Management Company, Evans Property Management: (502) 410-4190 or via email at donna@evans-property.com.

Dues not received by the 10th of the month are subject to late fees in the amount of \$20.00 or 20% whichever is greater as per the By-Laws.

There are several payment options available to pay your monthly association dues. Contact Evans Property Management to obtain instructions on setting up your payment.

Residents who choose to mail their payments, should send payment with your account number on the check to:

Worthington Glen c/o Evans Property Management
445 Baxter Avenue
Louisville, KY 40204

Checks should be made out to Worthington Glen Council of Co-Owners. The charge for NSF is \$25.

Dues are subject to change after a vote of the Board of Directors, but not more than once annually.

Collection Policy. The collection procedures for outstanding association dues are as follows:

- After three months that the account has not been paid in full, a lien will be placed on the property and will remain in effect until payment is received in full.
- The management company will instruct a collection agency to pursue outstanding dues. This may include pursuing legal remedies through the court system. The homeowner is responsible for all legal fees.

Suspension of owner/resident privileges occurs when shown on the books to be more than thirty (30) days delinquent in the payment of any fees or assessment.

This will include suspension of the following:

1. Use of the community amenities: (pool, exercise room & clubhouse)
2. Voting in any election
3. Ability to run for or sit on the Board of Directors
4. Ability to chair or participate on a committee
5. Ability to be clubhouse coordinator

Guidelines for Association Dues

Items covered by Association Dues:

1. Roadways, driveways and uncovered parking spaces
2. Exterior of all buildings
3. Exterior unit and common area doors, exterior windows (including caulking) and door trim, interior common area hall doors and trim, common area wallpaper, common area paint, interior hallway carpeting and interior vinyl and/or tile
4. Patios, balconies and exterior of garages (excluding garage doors) which are a part of the limited common areas and facilities, reserved for the exclusive use of a single unit
5. All other property, which is required to be maintained by the Association in a good state of repair
6. Master policy for property and general liability insurance
7. Reserve fund for replacements
8. Recreational facilities (exercise room, pool, tennis courts).
9. Landscaping and lawn maintenance, pest control, garbage collection, cleaning, water and sewer and common area lighting
10. Common area plumbing

Items not covered by Association Dues:

1. Interior of homes, (including but not limited to: windows, including glass breakage, fireplaces, chimneys, water faucets, and appliances)
2. Unit door lock
3. Mailbox locks — (Contact a locksmith for missing keys. They can make a new key.)
4. Interior plumbing fixtures and lines inside the unit.
5. General interior upkeep (painting, etc.)
6. Unit smoke detectors
7. Heating, air conditioning
8. Garage doors
9. Individual unit storage room
10. Repair, maintenance and/or replacement of dryer vents and interior bathroom vents. This includes the annual dryer vent cleaning recommended by most dryer manufacturers.
11. Unit owner's condominium insurance for personal property, contents and liability coverage
12. Repairs of all damage to any part of the common or limited common areas and facilities caused by a resident, lessees, its invitees, licensees, guests, family members, pets or vehicles

General Rules and Regulations

1. 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 resident; and provided further that such activities do not increase the usual flow of traffic or individuals in and out of the condominium property or in and out of said resident's unit.
2. 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. As this is a residential condominium property, walls and floors are shared areas and care must be taken to avoid excessive noise and disturbances. Building entry doors, patio doors, and individual unit doors are not to be slammed. Residents are to be cautious of the volume of radios and televisions and must advise their guests to adhere to the quiet atmosphere of the Association.
3. For control purposes and to minimize damage to the amenity areas, the key to the pool and tennis courts are not to be copied. It is to be used only by the resident and not to be lent out or in the possession of any person other than the resident. Resident must accompany guests.
4. For control purposes and to minimize damage to the amenity areas, the individual resident keypad code for the exercise room and clubhouse are not to be shared.
5. Each resident is responsible for their key to the above areas. The issuance of a new key will cost not less than \$25.00.
6. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities.
7. Nothing shall be kept in or done to any unit, or to the common areas or facilities or garages, which will increase the rate of insurance on the building.
8. Nothing shall be kept in or done to any unit, 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.
9. American flags may be flown at any time. They may be secured to the patio wooden post or balcony. The American flag may hang from the rafters of the balcony above your unit. Torn or tattered American flags must be removed.
10. Only electric grills may be used, and only out 10 feet from 1st floor patios per State Fire code. Use of any other type of grill is not permitted on the property at any time. There is a community gas grill for residents to use at the pool. It should be noted that garages, whether attached or detached, cannot serve as storage facilities for propane tanks nor is grilling permitted inside any garage.

11. All trash, garbage or other rubbish shall be deposited by the resident inside the special covered sanitary containers provided. All boxes must be broken down and placed inside the dumpster and the doors closed. Dumpster lids must be completely closed, or we will incur fines, and/or the dumpster may not be emptied. No objects of any kind may be left outside the dumpsters at any time as the garbage disposal company will not take it. If a resident is found to have deposited large items in the dumpster that requires a special pickup, that resident will be charged for the extra cost of the pickup. If the dumpster is full, open the top lids and dispose of garbage keeping top lids open. All trash should be tied up in bags. Please use the doors on both sides of the dumpster and toss your garbage to the back of the dumpster. Dumpsters are for the use by resident for unit trash ONLY. Waste cans are provided by each doggie station, however, if you do toss your pet waste in a dumpster, be sure that the bag is securely closed so the waste does not end up loose in the dumpster.
12. No awnings, canopies, signs, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of the building thereof (including the building siding), without the approval of the Board of Directors. One television satellite dish, not to exceed 22" maximum, may be affixed to the wooden post of a unit patio or porch, as long as the dish does not obstruct or enter into the porch area of the unit above, per FCC Regulations allowance.
13. Owners may hang only neutral or bamboo colored shades in good condition on their patios/balconies to shade their unit's patio/balcony from the sun. When the sun is not affecting the unit, all shades must be raised and out of sight.
14. Unit owners shall not cause or permit any curtains, shades or other window coverings to be hung outside any windows or doors. Window coverings may not show any color other than white or beige tones on the outside.
15. No shoes, 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. This includes patios, balconies and hallways.
16. Residents on the 2nd and 3rd floors are asked to take care when watering their plants on their balconies. All plants must have a water catcher plate or device under each plant to avoid water overflowing and falling down to the lower units. All items on balconies must be secured so that they will not blow off during high winds.
17. No plastic or inflatable pools are permitted on patios, balconies or any common areas.
18. Only one (1) "For Sale" sign may be placed inside the condominium window at any time. A sign may be placed in front of the designated building on the day of the open house but must be removed by 6:00pm.
"For Sale" signs may be placed at the property's main entrance from 6:00pm Friday to 6:00pm Sunday.
Any signs prior to or left after that time period will be taken and discarded by the management company. 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. Locking

key boxes must be removed by the seller's Real Estate agent within 7 days of accepting the buyer's offer.

19. Generally, during the winter, snow removal equipment will be called in when the snowfall is 4" or more. Please use the ice melt provided in each building's hallway to put down when the snow is less than 4". Your management company takes care in contracting with a snow/ice removal company each year however, it is up to residents to take care when walking or driving on the property.
20. When remodeling a unit, noise from construction or demolition activity may only take place between the hours of 8:00 a.m. and 8:00 p.m.

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 association property as well as the No Parking signs and zones marked with yellow paint. Owners waiting for school busses must comply with these rules as well so that driving lanes are not blocked.
2. Owners have the right to use ONLY the numbered parking space belonging to his/her unit or any available visitor (yellow) space. Do not park in another owner's numbered space, even if only for a moment for unloading or loading. Visitors must park in yellow spaces. It is the responsibility of the Inoperative vehicles, including vehicles with expired tags, may not be parked on the condominium property unless these inoperative vehicles are parked in a garage with the door completely closed at all times. Such vehicles will be considered abandoned and towed away at the owner's expense.
3. resident to inform visitors of parking restrictions. Any violators will be towed away at the vehicle owner's expense.
4. Vehicles must never be parked in front of attached or detached garages, dumpsters, or in any unmarked paved area. Any violators will be towed away at the vehicle owner's expense.
5. Garage doors MUST remain closed at all times unless the unit owner is working in the garage in which case it must be closed upon completion of the work.
6. Operative vehicles, used by a resident as a primary source of transportation, must be parked in the assigned parking space, a visitor space or in a garage space that the resident occupies.
7. Inoperative vehicles, including vehicles with expired tags, may not be parked on the condominium property unless these inoperative vehicles are parked in a garage with the door completely closed at all times. Such vehicles will be considered abandoned and towed away at the owner's expense.
8. Parking of any trailer coaches, house trailers, mobile homes, automobile trailers, recreational vehicles, campers, trucks over 1 ton (with the exception of personal pickup trucks), boats of any kind, boat trailers, watercraft of any kind, trailers, conversion vans (recreational vehicles), or any similar vehicles (collectively "special vehicles") are not to be 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. Exception: With permission of the Board of Directors, a resident or visitor arriving with such a special vehicle may be allowed to park such vehicle in the outer limits of the clubhouse parking lot for a maximum time limit of 48 hours, provided the clubhouse is not occupied at any time during the visit.
9. The parking of a portable storage device is permitted for a period of one week. The portable storage device must be parked in the owner's parking spot that is using the storage device or in the visitor's parking spaces and take up as few parking spaces as possible. Prior notification to the management company is required.
10. Extraordinary or extensive maintenance of automobiles or vehicles cannot be carried out in the parking lot or in front of any garages.
11. All motor driven vehicles (including mini-bikes and motorcycles) are restricted to the streets 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 area.

12. Bicycles, skateboards, roller blades and roller skates are permitted but restricted to the streets and driveways. If damage is found due to the use or abuse of such, then this rule will be changed to prohibit one or all of these items.
13. Vehicles are not to be washed in parking areas.

Building Exteriors and Interiors

It is the intent of the Condominium Association that all common areas from building to building remain uniform. The following rules benefit owners/residents by helping to maintain the appearance and value of our community.

1. No smoking in the hallways, stairways, storage areas, or indoor common area. Please do not smoke under the entrance awning as smoke will enter the building through the front door or through open windows of other units. Do not prop open the main building door as this is a security hazard.
2. Outside doors that lead into the common areas of the building, must be kept closed. Leaving doors open defeats the purpose of the controlled entry intercom system, causes heating/cooling costs to rise and attracts insects, etc. Please be considerate of neighbors in your building who desire this rule be adhered to.
3. Hallways, stairs, or any common area must be kept clean. Since this is your condominium, please help by picking up any trash and/or flyers that get left in the building. This includes cigarette butts, which are NOT to be tossed into the mulch in the landscaping as it is a huge fire hazard.
4. Only condominium-related signs, notices, flyers or advertisements can be posted in the buildings but they must be tacked on the bulletin board strip above the mailboxes. They must not be placed on the floor, exterior doors, and walls, on or in windows or on balconies or anywhere in the complex where they may be visible from the outside of the condominium unless approved by the management company or the Board of Directors.
5. There shall be no playing, lounging, parking, or storage of baby carriages or playpens, bicycles, wagons, toys, vehicles, furniture, or any other item on any part of the common areas and facilities.
6. Residents may store personal possessions only inside their designated storage closet, their garage, or their condo. NOTHING is to be stored or placed in the hallways or stairways, including the ground floor landing. This includes items such as plants, decorations, baskets, etc. The management company will remove items which are found in the common areas. All hallways, storage areas and stairways must be completely empty to comply with fire regulations,
7. Residents may not paint or otherwise decorate or change the appearance of any portion of the building that are not within the walls of their unit.
8. Decorations on unit doors are permitted as long as they are not permanently affixed.
9. Nothing can be attached to the exterior siding on the building. Any damage done to the building and/or siding is the responsibility of the resident to repair.

Pets

1. Pets are restricted to a 30 pound maximum weight.
2. All pets shall be controlled so as not to create a nuisance (example: barking, odor, fleas, appearance, waste, wandering onto other residents' patios, etc.) or they may be permanently removed from WG with 7 days written notice from the Board Council.
3. All pets must be licensed per Jefferson County Law and registered with the management company.
4. Pet owners are required to immediately dispose of the waste created by their pet(s). Doggie stations have been installed throughout the community so please utilize these and dispose of your animal's waste in the bins provided at each station.
5. Pets are not allowed IN the pool or the inside of the pool fence, inside the clubhouse, inside the fitness room or inside the tennis courts for any reason.
6. All pets must be on a hand-held leash when outside of the unit and the pet(s) must be under complete control of the person walking the pet.
7. Pets may not be staked or tied onto or in any common or limited common areas. The management company will remove chains or stakes and the resident will be fined.
8. Pets should not be allowed to urinate or defecate on any building structure or shrub, flower or any part of the condominium landscaping or grass immediately adjacent to units. Residents are encouraged to train their dogs to urinate / defecate in areas on the outside perimeter of the property or other areas that are not adjacent to units, including sidewalks. Any solid pet waste shall immediately be picked up and disposed of properly by the pet's owner.
9. Property damage (such as digging, damage to shrubs, urine spots which kill grass, trees, shrubs, etc.) will not be tolerated. Pet owners will be held responsible for the cost of replacement/repair of the damaged property.
10. Any pet causing repeated disturbances will result in the Council of Co-owners filing for a court order requiring permanent removal of the pet from the property,
11. No animals of any kind shall be bred for any commercial purpose, in any unit, garage, or in the common areas and facilities.
12. No exotic animals shall be kept in any unit per Jefferson County Law,
13. 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 includes all patios and balconies.
14. All complaints relative to pets shall be in writing and shall be mailed to the management company. Residents are encouraged to discuss animal complaints with the pet owner prior to filing a complaint.
15. Any type of pet fencing is not allowed on patios.

16. Pet owners will receive written warning if they are found in violation of any of these rules. If the situation cannot be satisfactorily resolved or if the violation is repeated, residents can be fined and the Council of Co-owners may file for a court order requiring permanent removal of the pet from the property.

Clubhouse Rental

1. The Great Room is available for rent by the residents for \$80.00 with a \$100.00 security deposit. Rates are subject to change at any time with 30 days notice. (Refer to pages 30 and 31 for additional information.) Only residents in good standing with the association may rent and use the Great Room of the clubhouse.
2. The management company must receive a check for \$80.00 which is a non-refundable rental fee at least one week prior to the rental date. A separate check of a refundable security deposit for \$100.00 will be held by the Clubhouse Coordinator. Checks should be made payable to Worthington Glen Council of Co-Owners, Inc. The charge for NSF is \$25.00. The security deposit is subject to the conditions set forth in the accompanying page of the Rules and Regulations.
3. The exercise room, swimming pool and tennis courts are for the private use of the residents. Guests of residents are not allowed to use the facilities.
4. There shall be no use of the clubhouse by guests without the resident being present at all times.
5. No one under the age of sixteen (16) shall be permitted to use any of the clubhouse facilities without an adult resident present. This includes both children of residents and any guests.
6. The key to the pool area is not to be copied or loaned or given to any other person. The pool key and should be given to the next owner when you move.
7. Each resident is responsible for their key to the pool. The issuance of a replacement key will be not less than \$25.00.
8. The keypad code to the exercise room shall not be given out to any nonresident and the next owner will need to contact the management company for a new code.
9. The number of persons that may occupy the clubhouse Great Room is restricted in accordance with the local and state fire codes to a maximum of 55. The room limit is permanently posted in the Great Room.
10. There shall be no food or alcoholic beverages in the exercise room or on the tennis courts.
11. The entire clubhouse is a designated nonsmoking area. This includes the bathrooms and the Great Room.
12. The Association does not have the resources to chaperone or monitor the resident's use of the clubhouse. Adequate security must be provided by the resident and is the sole responsibility of the unit owner. The resident must keep activities under control.
13. The Clubhouse and adjacent grounds may not be used for any dangerous activity or unlawful purpose. Noise must be kept to a minimum. This is a residential community. Boisterous behavior during activities, or when arriving or departing the clubhouse should be minimized. The local police department may be called if excessive activity continues.
14. The exercise room, pool, tennis courts and surrounding areas are NOT included in the rental area of the clubhouse Great Room for ANY reason. They are considered common areas and are open to all residents to use at their discretion. If the clubhouse renter and/or their guests use the pool, pool

deck, tennis courts and/or exercise room, the renter of the clubhouse will be fined \$200.00, lose their \$100.00 security deposit AND they must leave the premises they are trespassing on immediately. If they fail to do so, the police can be called. The resident may also forfeit their privilege to ever rent the clubhouse again. Repeated violations of these rules and/or continued damage can lead to revoking the privileges of renting the clubhouse Great Room.

15. The resident will forfeit part or all of the security deposit (plus be charged additional fees) if the clubhouse Great Room is not left clean and undamaged.

Neither the association nor the management company is responsible for injuries to residents and/or their guests while using any recreational facility. The unit owner is responsible for any damages caused by the resident of their unit and/or guests.

Worthington Glen Clubhouse Rental Rules

1. For rental purposes, the area to be rented (hereafter referred to as the "rental area") shall include the Great Room, kitchenette and access to the restrooms.
2. Any resident in good standing with the association can reserve the rental area for private use. The rental area is NEVER available for overnight activities or lodging. Only adults over the age of 21 can make a reservation. If a resident is younger than 21 years of age and wishes to use the clubhouse Great Room, the reservation must be made by an adult resident who must agree to be present at all times and responsible for all activities.
3. Any resident not current on their maintenance fees, will not be able to rent the clubhouse until the maintenance fee account, late fee, and any legal fees are paid in full.
4. No resident may reserve the rental area for use by a non-resident.
5. The maximum number of people permitted in the clubhouse Great Room at any one time is determined to be 55 by the local Fire Marshal.
6. The management company must receive a check for \$80.00 which is a non-refundable rental fee at least one week prior to the rental date. A separate check of a refundable security deposit for \$100.00 will be held by the Clubhouse Coordinator. Checks should be made payable to Worthington Glen Council of Co-Owners, Inc. The charge for NSF is \$25.00. The security deposit is subject to the conditions set forth in the accompanying page of the Rules and Regulations. The amounts of the security deposit and the non-refundable fee are subject to change with 30 days notice.
7. If the resident's check for the rental/security deposit fails to clear the bank, a minimum charge of \$25.00 for the returned check(s) is charged. The clubhouse Great Room may only be reserved again with cash for both the security deposit of \$100.00 and the rental fee of \$80.00. The returned check fee charge must also have been paid.
8. During peak periods (such as May, June, and November and December holidays), if a reserved date is not cancelled at least two (2) weeks prior to the date it was reserved, the \$80.00 rental fee will be forfeited.
9. The resident, who has rented the Great Room, MUST be present at ALL times during its use. Caterers, florists, musicians and others prior to, during, and after the rental of the Great Room, MUST be accompanied by the resident while in the rental area.
10. Alcoholic beverages may NOT be sold under any circumstances. The use of any alcoholic beverages must be confined to the clubhouse Great Room only and must be in accordance with state and local laws. The resident is responsible for the behavior of all of their guests. Any infractions or disturbances created as a result of the activity which requires police authorities to respond and/or take action shall be considered a violation of these rules and will result in forfeiture of the total deposit plus additional charges and fines which may be levied.

11. The resident and guests must park only in the parking lot adjacent to the clubhouse in the designated parking spots. Vehicles, parked otherwise, may be towed away at the vehicle owner's expense. Only if the clubhouse parking lot is full, guests may park in adjacent marked yellow visitor's spots.
12. The resident assumes FULL responsibility for any damage done to the clubhouse, its contents and the surrounding common areas. The resident shall hold the Board of Directors and the Association harmless from and indemnify the Board of Directors and the Association for damages, including reasonable attorney's fees and court costs suffered by the Association. IF the clubhouse area of any other common area is damaged, the Association reserves the right to refuse future use of the clubhouse to the resident responsible for the damage
13. The resident reserving the rental area is responsible for their guest's behavior. Guests are to be under the direction and control of the resident making the reservation. This is a residential community and boisterous behavior before, during and when departing the clubhouse should be minimized. Be a "good neighbor".
14. The Board of Directors, the Clubhouse Coordinator, and the Management Company reserve the right to free access to all portions of the clubhouse at all times.
15. Board members in good standing will be allowed a free clubhouse rental one time per election year (July — June). Rental cannot be from Thanksgiving to New Year's or the 1st and 2nd weekends of May and June. Board members are required to pay the security deposit for the use of the clubhouse.
16. Under no circumstances are pets allowed in any area of the clubhouse.
17. It is the responsibility of the resident reserving the clubhouse Great Room to ensure that the clubhouse is left in the same condition as it was before the event. All trash, decorations and food are to be removed and the restrooms cleared of trash. All trash from the renter's event must be removed from the clubhouse and the surrounding common areas. Tables, counters, appliances, windows and floors must be cleaned so that the clubhouse is ready for the next resident's use. Doors to the pool and restrooms must be locked. Failure to meet all items on the rental checklist will result in withholding of the security deposit and/or extra charges unless the resident performs whatever is necessary to meet the checklist requirements within the required time frame. The rental area and restrooms must be cleaned and returned to the original condition no later than 7:00 a.m. the day following the rental date or the security deposit will be forfeited. Cleaning may resume no sooner than 5:00 a.m.
18. After a rental, the security deposit will be refunded or applied in whole or in part to restore the clubhouse to its original condition. The Clubhouse Coordinator determines the condition of the clubhouse after its use. This determination will be made within twenty-four (24) hours after the time of the rental or and prior to the next rental, whichever is first. The resident must be present during the inspection or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the deposit.

19. Decorations from the party may not be nailed or tacked to any surface. They may be taped to unpainted surfaces only, such as windows. Tape applied to painted surfaces removes the paint and will cause a charge to be assessed for repair.
20. The cost of cleaning or repairing the clubhouse and/or adjacent common areas, as a result of the use by the resident or guests (invited or not), which exceeds the amount of the security deposit, shall be assessed against the unit owner. The unit owner consents that the assessment, together with any reasonable attorney fees, court costs and/or collection costs, shall constitute a lien against the owner's unit. The lien may be foreclosed.
21. If the fireplace in the Great Room is used, the resident is responsible for its proper use and is liable for any smoke or fire damage. The fireplace must always be turned off prior to leaving the clubhouse.
22. Closing time for the clubhouse is 1:00 a.m. All guests must be gone by 1:00 a.m. The resident renting the clubhouse Great Room must vacate the premises by 1:30 a.m. Cleaning may resume no sooner than 5:00 a.m. but must be completed by 7:00 a.m. or the security deposit will be forfeited.
23. The pool, pool deck, tennis courts, and exercise room are NOT included in the rental of the clubhouse Great Room for ANY reason. No one may use or go into the exercise room; tennis courts or out onto the pool deck or in the pool if they are attending an event in the Great Room. If the renter of the clubhouse and/or their guests use the pool, pool deck, tennis courts and/or exercise room, the clubhouse renter will be fined \$200.00, lose their \$100.00 security deposit AND they must leave the premises they are trespassing on immediately. If they fail to do so, the police can be called. The resident may also forfeit their privilege to ever rent the clubhouse again.
24. Any violation of these rules will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the association, including the filing of a lien for any costs or damages suffered by the association.

Repeated violations of these rules and/or continued damage can lead to revoking the privileges of renting the Clubhouse Great Room.

See Exhibit A for Clubhouse Rental Agreement & Cleaning Checklist

Exercise Room Rules

1. The exercise room is for the use and enjoyment of all residents and their guests. An adult resident must accompany all guests. Each resident is limited to two (2) guests.
2. Children under the age of sixteen (16) are not permitted to use the exercise equipment.
3. Pets, food, beverages (except bottled water) and smoking are not permitted in the exercise room.
4. Proper usage of exercise equipment by residents and guests is required. Improper use will result in damage to equipment and may lead to the suspension of the exercise room privileges for the person(s) abusing the equipment.
5. Cleaning of exercise equipment is required after use. If cleaning supplies are not available, notify the management company.
6. The keypad code to the exercise room may be utilized by adult residents only. No one under sixteen (16) nor any unaccompanied guests are permitted to use the keypad code. If your code is not working or a new code is needed for a new owner, please contact the management company.
7. Thermostats are set at comfortable temperatures and are not to be reset. Windows or doors are not to be opened when heat or air conditioning is operating. If there is a malfunction with the heating or air conditioning system, please contact the management company.
8. Exercise at your own risk. Please consult your physician prior to commencing any exercise program(s).
9. The last person leaving the room should be certain that all machines, the television set, lights and fans are turned off. Windows and doors should be shut and locked.
10. The exercise room is not included in the rental of the clubhouse Great Room. No one may use the exercise room if they are attending an event in the Great Room. If the clubhouse renter and/or their guests use the exercise room, the renter of the clubhouse will be fined \$200.00, lose their \$100.00 security deposit AND they must leave the premises they are trespassing on immediately. If they fail to do so, the police can be called. The resident may also forfeit their privilege to ever rent the clubhouse again.

Neither the association, nor the management company, is responsible for injuries to resident *and or* guests while using any recreational facility. The unit owner is responsible for any damages 11.5

Tennis Court Rules

1. The tennis court is for the use and enjoyment of all residents and guests. A responsible resident must accompany guests.
2. No one under the age of fourteen (14) is permitted on the tennis courts without adult supervision. Residents between the ages of 14 and 21 are permitted on the tennis courts without an adult being present; however, the resident takes full responsibility for the actions and/or damages caused.
3. Tennis courts cannot be used for commercial purposes.
4. Pets, food, beverages (except bottled water) and smoking are not permitted inside the tennis court fence.
5. Any damaged equipment (ie; nets) must be reported to the management company promptly.
6. Proper use of the tennis court by residents and guests is required. Improper use will result in loss of tennis court privileges.
7. The tennis courts are not included in the rental of the clubhouse Great Room. No one may use the tennis courts if they are attending an event in the Great Room. If the clubhouse renter and/or their guests choose to use the tennis courts, the renter of the clubhouse will be fined \$200.00, lose their \$100.00 security deposit and they must leave the premises they are trespassing on immediately. If they fail to do so, the police can be called. The resident may also forfeit their privilege to ever rent the clubhouse again.
8. Tennis court hours are 6:00 a.m. to 10:00pm.

Neither the association nor the management company is responsible for injuries to resident and/or guests while using any recreational facility. The unit owner is responsible for any damages caused by the resident of their unit and/or guests.

Swimming Pool Rules

It is the responsibility of each resident to see that these rules are enforced in order to maintain a safe pool area for the use and recreation of all concerned. The Board of Directors has the obligation and the right to suspend the pool privileges of any resident who abuses the privilege or creates a safety hazard for others.

Pool dates and hours: Specific dates and hours are established annually, usually Memorial Day to Labor Day (for current dates and times, contact the management company)

1. The swimming pool is for the use and enjoyment of all Worthington Glen Condominium residents and their guests. Each resident is limited to 4 guests per unit on non-holiday weekdays and 2 on weekends and holidays.
2. All residents and their guests must abide by the pool rules.
3. The association and the management company are not responsible for any swimmers or personal property.
4. The following are Board of Health rules that we are required to adhere to:
 - a. Persons are not permitted in the pool that has a contagious disease or those with conditions that appear contagious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind are not permitted. A person under the influence of alcohol or exhibiting erratic behavior is not permitted in the facility area.
 - b. Children under the age of fourteen (14) shall be required to remain out of the pool for fifteen (15) minutes on the hour to allow adults exclusive use of the pool, unencumbered by playful children and to allow the lifeguard, when on duty, to perform his/her duties.
 - c. Children under the age of three (3) **MUST** wear plastic swimming panties.
5. Proper swimming attire is required. No cutoffs or shorts are permitted.
6. Any resident has authority to enforce the pool rules. Anyone not abiding by the pool rules will need to correct their actions immediately or leave the pool area. If needed, law enforcement will be called.
7. An adult resident must accompany any resident under sixteen (16) years of age.
8. Guests must be accompanied by an adult resident. Residents that leave their guests at the pool unattended, risk losing their pool use privileges for the remainder of the pool season.
9. No running, diving or roughness is allowed in or around the swimming pool.
10. The pool is not available for private pool parties or events.
11. The pool is not to be used by anyone renting the clubhouse for ANY event for ANY reason, Their guests are not to be out on the pool deck or using the pool at any time If the clubhouse renter and/or their guests choose to use the pool, pool deck, tennis courts and/or exercise room, the renter of the clubhouse will be fined \$200.00, lose their \$100.00 security deposit AND they must leave the premises they are trespassing on immediately. If they fail to do so, the police may be called and the resident may also forfeit their privilege to rent the clubhouse again.
12. Drinks and snacks are permitted at the tables. However, **no glass containers are ever allowed in the pool facility due to the possibility of breakage and injury.** Drinks and snacks are never permitted in the swimming pool itself. Residents are responsible for the removal of their trash and that of their guests into properly covered sanitary containers.

13. No pets are permitted in the swimming pool area.
14. Residents are required to sign in at the gate. Failure to have your pool key is reason for being asked to leave the pool area.
15. The swimming pool gate key will be used by adult residents only. No one under sixteen (16) nor guests will be permitted to use the key.
16. All posted rules must be followed. This includes showering before entering the pool.
17. Frisbees, squirt guns or similar items are not allowed in the pool at any time. During the times when the pool is crowded, those using the pool are expected to restrict the use of rafts. Toys must be kept to a minimum and not bother other swimmers.
18. Any resident that is found to have given their key to a non-resident for use is subject to losing pool privileges for the remainder of the season.
19. Owners must transfer their pool key to the new owner at the time that they sell their unit.
20. If a key is lost, there is a \$25 charge for a replacement. Please contact the Management Company for a replacement.

Neither the association nor the management company is responsible for injuries to resident and/or guests while using any recreational facility. The unit owner is responsible for any damages caused by resident of their unit and/or guests.

Landscaping

1. The Board of Directors has been charged with the responsibility of maintaining the aesthetic character and appearance of the community. The following regulations are in keeping with the overall plan for the community. Any improvements and/or changes affecting any landscaping 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, Master Deed and/or any applicable City ordinances shall be controlling.
3. The Board of Directors shall review all letters for landscaping changes to the surrounding grounds on a monthly basis.
4. Unauthorized changes or improvements must be removed and the area restored to original condition. Removal and restoration will be at the expense of the unit owner. Fines will be assessed if the items are not removed after written notice from the management company.
5. To facilitate the above and to maintain complete and accurate records, a new letter must be submitted annually and approval given prior to making any change or addition to the grounds. NO work should begin until written approval is received. Any landscaping approvals are approved for ONLY a one-year term. Each resident MUST reapply to the Board of Directors every year for any and all landscaping requests.
6. Examples of items not permitted on balconies or patios are; birdhouses, birdbaths, bird and/or animal feeding devices. (1) Hummingbird feeder on the patio or balcony is allowed, although all hooks used to secure the feeder should not be able to be seen. Individually potted plants are allowed, however, there must be a water catching plate or device under all pots so that water will not drip from the 2nd and 3rd floor patios to the units below.
7. Examples of items not permitted in the landscaping areas are: statues, figurines, stepping stones, lights, birdhouses, birdbaths, bird and/or animal feeding devices, or any unapproved plants,
8. One (1) Shepherd's hook in the mulch immediately adjacent to unit patio for a hanging plant is allowed.

Landscaping Request Procedures

Any unit owner desiring to make any change to landscaping near their unit must request and obtain ANNUAL approval from the Board of Directors. The procedure for this is as follows:

1. To request a change, submit a letter to the Board of Directors with a complete description of the proposed change.
2. The Board will review letters for final approval, disapproval or deferral pending additional or alternative recommendations for the change. Additional information may be requested by the Board from the unit owner. The unit owner will receive a written notice of the Board of Director's decision. Any changes made by a unit owner, after approval, are the responsibility of the unit owner for all costs, maintenance, repair, replacement and restoration.
3. Unauthorized changes must be removed and the area restored to original conditions. Removal and repair will be at the expense of the unit owner.
4. If a resident refuses to remove the change, which had been installed without prior approval of the Board of Directors, the resident will be sent letters and fined. The management company may be called to remove the changes and any and all costs involved including attorney fees will be charged as an assessment to the unit owner and collectable as any assessment may be collected.

Penalties

The Board of Directors would like to remind residents of the responsibility they have to their neighbors and friends to be continuously aware of actions that might be offensive to others,

According to the Declaration of Master Deed for Worthington Glen Condominiums Article 11, Section I (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 will enforce these rules and for all residents. Following are descriptions of actions that may be taken with residents who do not follow these published rules subjected to any amendments to said rules:

- Step 1: A warning letter with notice that the next letter will include a fine if the infraction is not cured within 30 days.
- Step 2: Fine in the amount of \$50.00, with 30 days to pay.
- Step 3: Fine in the amount of \$200.00 with 30 days to pay.
- Step 4: A lien will be placed on the property and court action will be taken.
The resident is liable for all legal fees.

These steps will be followed for each violation recorded. The Board of Directors has the power to enforce the above via court action if required. Other fines stated throughout the rules and regulations for other various infractions will be enforced.

Late fees of 20% or \$20.00, whichever is greater, will be charged to the resident if the monthly assessment is not paid by the 15th of each month.

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

EXHIBITS

Exhibit A

Worthington Glen Condominiums Clubhouse Rental Cleaning Checklist

Date _____ Door Code _____

Renter _____

Item	Check In Acceptable	Not Acceptable	Check Out Acceptable	Not Acceptable	Damage Fee
Carpet: Vacuum thoroughly					\$25.00
Carpet: No stains, burns, spills or rips/tears					\$50.00
Floors: Mopped and cleaned					\$25.00
Kitchen: Clean sink, oven, microwave, refrigerator, cabinets, floor and all counters					\$25.00
Furniture: Clean, undamaged (no rips, tears, markings) and according to original floor plan					\$50.00
Bathrooms: Wipe down sink, counters, and mirrors. Clean floors					\$25.00
Trash: Trash cans emptied and trash removed from the clubhouse. Trash from the event on the outside common grounds picked up and discarded.					\$25.00
Ceilings & Walls: Left in original condition					\$50.00
Windows: Closed and locked					\$25.00
Doors: Closed, locked and dead bolted. Lock hallway door					\$25.00
Tables & Folding chairs: Clean and undamaged. Returned to original location.					\$25.00
Decorations: No decorations can be tacked or nailed into any surface, and should be taped to unpainted surfaces. All tape must be removed.					\$25.00

Note conditions or existing damage prior to rental (if none, write "N/A"): _____

Worthington Glen Clubhouse Contract

Missing items and damage to television, drywall, and scratches in the woodwork or on tabletops, flooring, tables, chairs, furniture, lamps, lighting fixtures, carpeting, appliances, windows, etc. shall be forfeiture of the security deposit plus other charges as determined. All tables, chairs and furniture are to left as it was prior to the rental. Renter is to provide their own paper towels/dishrags.

Clubhouse maximum capacity is 55 people.

Note that the entire Clubhouse and restrooms are a non-smoking facility. The pool, pool deck, exercise room and tennis courts do NOT come with the rental of the Clubhouse. At NO time can anyone who is associated with the rental of the Clubhouse, or his or her guests, use the pool, pool deck, exercise room and/or tennis courts. If this rule is violated and the Clubhouse renter chooses to use the pool, pool deck, exercise room and/or tennis courts, they will be fined \$200.00, lose their \$100.00 security deposit AND they must leave the premises they are trespassing on immediately. If they fail to do so, the police may be called. The resident may also forfeit their privilege to ever rent the Clubhouse again.

Homeowners/residents must abide by all state and federal alcohol laws. In the event that alcoholic beverages are either served at the party by the Homeowner/resident or are brought to the party by guests or invitees of the Homeowner/resident for consumption at the party, the Homeowner/resident shall be solely liable for providing alcohol at the party and the Board of Directors, the Association and the Management Company for Worthington Glen Condominiums shall not be in any way liable for any of the foregoing. Furthermore, the unit owner hereby specifically agrees to indemnify and hold harmless the Board of Directors, the Association and the Management Company from any and all the Board of Directors, the Association and the Management Company claims by any persons whomsoever arising out of the party generally and out of the consumption of alcohol at the party specifically. If alcohol is served/consumed, all alcoholic beverages at the party are to be consumed in the Great Room only.

Rental Fee: \$80.00

Damage Deposit: \$100.00

Please send rental fee and damage deposit in separate checks (made out to Worthington Glen) along with a copy of this form to:

**Evans Property Management Attn: Donna
445 Baxter Avenue Suite 200
Louisville, KY 40204**

YOUR RENTAL IS NOT LOCKED IN UNTIL CHECKS ARE RECEIVED BY EVANS AND CONTRACTS ARE SIGNED

I understand the contract agreement and agree to abide by the Rules and Regulations set forth by the Board of Directors. I certify by my signature that I am responsible for all expenses that might occur. I also understand that if I am not current on maintenance fees/charges at time of rental, rental shall be void unless fees/charges are paid in full.

Homeowner/resident _____ Date _____

Clubhouse Coordinator _____ Date _____

For after-hours emergencies please call 502-410-4190

Worthington Glen Condominiums Clubhouse Rental Application

Rental Date Required _____ Type of Function _____

Clubhouse requested at _____ Vacate by _____ (include set up/clean up time)

Homeowner _____ Email _____

Address _____

Phone _____ Mobile _____

Please read Clubhouse Rental Rules and Regulations before signing this application.

NOTE: Worthington Glen Homeowners must be members in good standing and current with their association dues in order to confirm a reservation

A rental fee of \$80.00 for clubhouse rental must be paid by the Homeowner for use of designated areas of the Worthington Glen Clubhouse ("Clubhouse"). Additionally, a damage deposit of \$100.00 is required for all rentals. A signed application and checks for the above-mentioned fees must be delivered to the Association Manager to secure the requested rental date. Separate checks made payable to Worthington Glen Condos must be provided for each of the fees. All checks must have an address in the Worthington Glen community. Cash will not be accepted.

Reservations will not be considered accepted or confirmed until a signed application and checks are received, confirmed and approved by the Association Manager ("Management Company") and/or Rental Coordinator. Once the reservation is confirmed, this Rental Application and the accompanying Rules and Regulations shall serve as the Rental Agreement.

The deposit check will be returned to the Homeowner if the following conditions are met: (1) the Clubhouse and surrounding common areas have been cleaned by the renting Homeowner; (2) there has been no damage done by the Homeowner or Guests of the Homeowner ("Guests"); and (3) the Homeowner and Guests have abided by the terms of the Rules and Regulations. Failure by the Homeowner to fulfill these conditions will be determined solely by the Board of Directors of the Worthington Glen Community Association or an authorized representative thereof, and may result in the forfeiture of all or part of the deposit as well as the imposition of extra costs on the Homeowner. The deposit check will be returned within (14) days of the date of the Clubhouse rental.

In the event that alcoholic beverages are either served during the rental by the Homeowner or are brought by the Guests, the Homeowner shall be solely liable. The Homeowner is responsible for the Guests at all times and agrees to indemnify and hold harmless all other homeowners, the Worthington Glen Condominium Association, Board of Directors, Clubhouse Committee representatives, Clubhouse Coordinator, and the Management Company from any and all liability resulting from the use of the facilities by the Homeowner and Guests.

I certify by my signature that I have received and read the clubhouse Rules and Regulations. I understand and agree to abide by the terms of this Rental Agreement and Clubhouse Rental Rules and Regulations.

Homeowner Signature: _____ Date _____

Management Company: Fees Paid _____ Date _____

Exhibit B
Worthington Glen Condominiums
Frequently Called Numbers

Emergency:

Police, Fire, EMS: 911
Non-emergency number: 574-5673

Current Management Company:

Evans Property Management
445 Baxter Avenue
Louisville, KY 40204
Phone: (502) 410-4190
Fax: (502) 415-7232
Website: <http://evans-property.com/>

AFTER HOURS EMERGENCY LINE

502-410-4190

**For emergencies that threaten life, health or property
call 911**