

## **RULES & REGULATIONS OF THE WEDGEWOOD OWNERS' ASSOCIATION**

(Revised & approved May 2022 by the Board of Directors)

The Wedgewood facilities and Common Area are the property of the Association and for the use and enjoyment of the Members of the Association. The following regulations are established by the Board of Directors to protect the facilities, the Common Area, and the Members. The authority for these Rules & Regulations, and definitions for any capitalized terms, are to be found in (1) the Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration"); and (2) the Amended and Restated By-Laws of the Wedgewood Owners' Association (the "By-Laws").

### **GENERAL INFORMATION**

An initial assessment of \$100 to become a part of Wedgewood Owners Association. This is a one-time fee and should be paid at move-in time.

Check with our treasurer for your monthly DUES assessment and an additional monthly INSURANCE fee. These fees are payable on or before the 5th of each month. **Automatic payment of dues via ACH direct deposit is mandatory.** Any non-payment due to account changes or insufficient funds will be subject to a \$25 handling fee to manually process the payment.

The monthly dues assessment provides the following maintenance and services: monthly insurance assessment, lawn mowing, common area tree and shrub trimming, snow removal, street and streetlights, clubhouse maintenance and maintenance & use of the swimming pool and tennis/pickleball court. The assessment does NOT cover external maintenance and repairs on individual Units (painting, roofs, driveway, etc.). There is an active Architectural Control Committee (ACC) that inspects properties annually and informs homeowners of needed maintenance. Changes to the exterior structure of any Unit requires the approval of the Architectural Control Committee before work commences.

The Association is governed by a 7-member Board of Directors, which is elected by all owners. The Board of Directors normally meets on the second Monday of the month at 5:00 p.m. in the Clubhouse. All residents are welcome and encouraged to attend. Meetings of all owners are held twice a year. Our low monthly dues is made possible because of our volunteer-staffed offices and committees. All residents are encouraged to participate in some way. The Covenants restrict residency to owners and their families. Rentals, including rooms, basements, and garages, are prohibited in Wedgewood. This is enforced by the Association.

**WEDGEWOOD OWNERS ASSOCIATION FEE SCHEDULE**  
**Updated: January 2022**

Updated as needed by action of the Board of Directors and/or Members based on Bylaw requirements.

- Monthly unit dues assessment \$155.00
- Monthly unit capital expenditure assessment \$45.00
- Monthly studs out insurance assessment based on square footage and current insurance costs
- Special assessment fee – none at this time
- Non-ACH payment of assessments \$25.00 per occurrence
- Late payment fee \$25.00 per month per monthly assessment due
- New resident fee \$100.00
- Lien filing fee; actual costs plus \$100.00
- ACC failure to complete work order issued; actual costs plus 10% management fee and all collection fees.
- Arbitration fees – actual expenses when ruled in favor of HOA.
- Clubhouse rental fee \$50.00
- Clubhouse damage deposit \$150.00

## INSURANCE COVERAGE

The WOA insurance policy covers catastrophic damage to the outside (studs out) of the residential structures and all common elements, including but not limited to the roof, studs, wiring, outer walls, siding, fences, windows, outer doors, and guttering. Insurance does not cover everyday wear and tear or normal aging and maintenance. Routine maintenance, replacement and repair of your property naturally comes with standard home ownership.

The WOA strongly suggests that you have an H06 unit-owner policy in a sufficient amount to cover replacement of items located inside your walls, such as drywall, cabinets, stairs, floor coverings, fixtures, toilets, sinks, etc. as well as your furnishings and personal property. An H06 can also include Loss Assessment coverage. This coverage can be triggered if the WOA assesses for a covered loss; (it can cover your portion of the WOA policy deductible which is currently \$10,000 per occurrence/claim or claims that fall below our deductible but would have been covered otherwise). This coverage will lower your out-of-pocket cost in the event of a claim. Loss Assessment coverage can be increased for a minimal cost, ask your insurance agent for additional details.

Traditional homeowners' insurance is not necessary or proper since ownership of your property begins at the studs. Contact your agent should you have insurance related questions.

## INSURANCE CLAIM PROCEDURES

The Architectural Control Committee will receive a list of the damaged properties to inspect the damage repairs.

After damage has been repaired, the Owner must notify and submit appropriate receipts(s) to the Insurance Coordinator, who in turn will notify the ACC to conduct the necessary inspections.

The Treasurer will receive notification from the ACC that repairs have been made. At that point, an insurance compensation check is drawn for and delivered to the Owner(s).

If Wedgewood property damages occurs, i.e., fire, lightening, hail or windstorm, Owners are to notify the Insurance Coordinator of the exact date the incident occurred and what damage was sustained. (See the WOA Committee List for the designated person.)

If multiple claims are reported or there is obvious area damage, the Insurance Coordinator will notify all owners by a special memo of damage possibilities, and the need for early inspection and the owner obtaining repair estimates. A deadline will be set for reporting a claim to the coordinator who will file a group claim with our insurance carrier. **Owners do not contact the company directly - - all claims are to be submitted by the designated coordinator in accordance to the WOA agreement with the insurance company.**

Repairs are not to be made by the Claimant(s) until inspections are made by the insurance adjuster(s) so that no evidence will be lost to support the claim. However, emergency precautions must be taken by the owner to prevent any further damage whenever possible because not doing so may void the claim.

The Coordinator will notify the company of the name, address, and phone number of the claimant(s). The Insurance Company, in turn, will compile a list of inspections made, and the compensation allowed for each, and/or the reason for any claim rejection.

Each claimant will be advised as to the claim's status. In the case of a group claim, each owner will be notified of the number of approved Unit claims and the calculated proportion of the deductible that applies to each unit. Claimant: Wedgewood policy prevents any disbursement of the approved compensation for individual claims until evidence is presented to the Architectural Committee that all repairs have been made and the work is completed.

Only then will the Insurance Coordinator forward a list ID the Treasurer of whose claims have been approved. the individual amounts of compensation and the applied proportional deductible of each Claimant. When the Treasurer receives notification from the ACC that repairs were completed, a check will be written and delivered to the Claimant(s).

## **THE POOL**

### **WEDGEWOOD BOARD OF DIRECTORS SAFETY CHECK LIST FOR POOL OPERATION**

Before the Board of Directors can authorize the opening of the Wedgewood swimming pool each summer, a safety inspection must be performed by an outside inspector with attention to the following items:

1. Any hazards that could create an accident.
2. That all necessary safety equipment is in good working order.
3. That all safety and caution signs are posted properly in the pool area.
4. That the "Rules and Regulations" of the pool were reviewed and made available to all who use the pool.
5. That a certified person oversees the pool and responsible for testing the water quality. This person must receive thorough instruction for these regular checks.

### **Statement of Intent for the Use of the Wedgewood Pool by the Wedgewood Board of Directors**

Since the Wedgewood swimming pool is such a large responsibility for the Wedgewood Owners, the Board of Directors has approved the following policy statement regarding the use of the pool:

The Association recognizes that our swimming pool is a wonderful asset for Owners in Wedgewood, as well as a thing of beauty and pleasure. The Association also recognizes that the pool can be dangerous if not properly used and controlled.

Therefore, after discussion with our insurance company and the Douglas County Health Department, the following regulations, guidelines, and warnings must be adhered to each year before opening the pool for use:

The Board must be presented with:

1. A Certificate of Authority from the Health Department for the current year.
2. A completed safety “check list”.
3. A certificate from Wedgewood’s insurance company certifying that the pool has necessary safety equipment in place and that the Association has proper insurance coverage.

### **THE TENNIS COURT/PICKLE BALL COURT**

1. The tennis/pickle ball court is a locked facility. The key to be used to enter the tennis courts is the **same as the pool key** and is available to all residents in good standing and their guests.
2. Playing time is limited to one hour if there are other residents waiting for the court.
3. The gate must be locked when leaving.

### **MOTOR VEHICLE PARKING**

1. Authorization for the following parking policy in Wedgewood is found in Article 8 of the Declaration. Residents and their guests are reminded to prioritize the safety and courtesy to fellow residents and the needs of snow removal, delivery of mail, and ready access for emergency vehicles such as the rescue squad and the fire department.
2. Residents and their guests are reminded that our streets are narrow and were never intended to accommodate long-term parking. To prevent problems from occurring, owners should first use their double garages for parking and only then park additional vehicles in the two authorized parking areas. These locations are shown on the attached plat. Consistent daily parking of vehicles shall be in owners’ garages or on their driveways or in the two designated parking areas, or they will be subject to tow at vehicle owners’ expense.
3. The Board understands that there are times when temporary parking on streets for guests is necessary. However, if you have guests for an extended period of time, please contact an officer of the Board (president, vice president, secretary or treasurer) to notify the Board of this situation. **Overnight parking on Wedgewood streets will always be subject to towing.**

### **COMMON GROUND**

1. Pets – Owners of pets must conform to the ordinances of the City of Omaha. Specifically, dogs must be leashed when outdoors; pet owners must be responsible for cleaning up immediately after pets;

and pet owners must restrain pets from damaging individual and common property.

2. Playground – Other than our major amenities of Clubhouse, Pool, and Tennis Court, the platting of Wedgewood did not provide for a common use recreational area. The developed grounds and structures cannot support the frequent playing of any type of ball games. Such activities, temporary in nature, must of necessity be restricted to the open common area to the north side of Wedgewood or, preferably, to the developed playgrounds of nearby parks.

## **GENERAL**

1. All Owners are strongly encouraged to keep their garage doors and fence gates closed. Open gates and garage doors detract from the beauty and appearance of the Wedgewood community. They also invite thefts and burglaries.

2. Owners shall not permit any disturbing acts that will interfere with the rights, comforts, or convenience of the other residents. Infractions should be dealt with on a neighbor-to-neighbor basis before bringing the offending situation to the Board of Directors to be resolved.

3. All Owners are urged to become familiar with provisions set forth in Article 8. General Restrictions of Wedgewood's governing authority: The Amended and Restated Declaration of Covenants, Conditions and Restrictions.

4. Garage sales will not be permitted at Wedgewood except for an Association-sponsored biannual garage sale. These occur in even-numbered years.

5. A moving sale or estate sale will be allowed at the time an Owner sells his/her unit with the prior consent of the Board of Directors, which will not be unreasonably withheld. Requests for such a sale should be made to the Board of Directors specifying the dates of the sale. These should be sent to the Board President no later than ten (10) days before the scheduled date. All such sales shall be limited to two (2) days. No sales may be scheduled for a Sunday. There shall be no more than three (3) signs posted for such event--one on 120th Street, one in the front yard of the residence, and one directional sign where needed.

6. In accordance with the Declaration, no signs are to be displayed in Wedgewood with the single exception of a sign of an area of not more than four (4) square feet advertising a home on a Lot within the Property for sale, or a sign indicating the location of an estate sale approved by the Board of Directors during the duration of the sale.

## **ENFORCEMENT**

1. The observance and enforcement of these regulations for the common good lies with the cooperative effort of each resident of Wedgewood.
2. Flagrant disregard of any of these rules and regulations will result in loss of certain privileges as directed by the Board of Directors and may merit publicity in the Wedgewood community.
3. These rules and regulations are subject to change. In accordance with our governing documents, revisions are within the authority of the Board of Directors.

The foregoing set of Rules and Regulations for all residents of the Wedgewood Owners Association is issued under the authority vested in the Board of Directors:

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Teri Radil, President

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Joan Grinbergs, Vice President

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Barbara McClelland, Secretary

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Mary McFarlin, Treasurer

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Don Johnson, Board Member at Large

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Kathy Knowlton, Board Member at Large

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Brian Bross, Board Member at Large