



Rules of the Springhurst Community Association January 1, 2025

The Springhurst Community Association Board of Directors has approved these rules in accordance with the DCCRs to facilitate the efficient operation of the Association and to act with uniformity in enforcement actions. Changes were necessarily made to certain rules to align with the Bylaws and DCCRs.

Springhurst is a community governed by Declarations of Covenants, Conditions and Restrictions (DCCRs). The SCA Board may or may not individually agree with the rules that enforcement of the covenants necessitates.

Each Springhurst Villages homeowner, by accepting the deed for his/her property, agreed to the restrictions set forth in the DCCRs. This is your official notice of the Springhurst Community Association's Rules, effective **January 1, 2025**.

Future updates, changes, and additions will be announced in newsletters and email alerts to those who have registered to receive notifications from the Association.

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Section I. Common Areas and Amenities

Pursuant to the authority granted in the Declaration and Bylaws of the Association, the Board of Directors has adopted these Rules and Regulations for common areas and amenities to ensure the community remains a beautiful place in which to live. It is anticipated that they may be amended from time to time.

1. The Association assumes no responsibility for the personal property of any member or guest.
2. The Association assumes no responsibility for any accident or injury resulting from the use of association facilities.
3. A member is responsible for the conduct of his or her family and guests.
4. Signs, posters, and notices shall not be posted on any Association property or Association-maintained right-of-way without management authorization. Signs, posters, and notices shall not be nailed or affixed in any way to any trees, buildings, walls, fences, street poles, or existing signs.
5. Pets, except as discussed in other sections of these Rules and Regulations, are permitted on the Association common property only when leashed AND under the control of their owners.
6. Trash, rubbish, landscape debris, and similar material shall not be placed on or near Association common property, Association-maintained rights-of-way, nor in or near a lake, stream, or drainage easement. All litter shall be disposed of properly.
7. All vehicles shall be parked only in designated parking areas. Automobiles, motorcycles, mini-bikes, and bicycles may enter Association premises only by way of paved streets and Association driveways. Parking recreational vehicles, trucks, and trailers is prohibited on common areas. No vehicle may be parked overnight on the common areas.
8. Operating licensed or unlicensed motorcycles, all-terrain vehicles, or mini-bikes anywhere on Association property, developed or undeveloped, is prohibited.
9. Fires, other than those started and contained in permanent grills provided for cooking purposes, are prohibited.
10. Use of any Association facilities or entering Association property during times other than the normal hours of operation or special, announced hours, or at any time by persons who are not entitled to use the facilities, shall be considered trespassing and treated accordingly.

11. No goods, services or tickets of any kind shall be offered for sale; no advertisements may be displayed anywhere on Association property without the prior specific written approval of management.

12. Persons, other than those contracted by the Association, may not engage in the sale of merchandise or services on Association property.

13. Any person whose conduct is unbecoming or who knowingly breaks an Association rule may be denied service and/or requested to leave the premises. Failure of a member or member's family or guest to adhere to these Rules may result in the suspension of the member's privileges.

A. Tennis Courts

1. Hours of Operation - Dawn until Dusk, seven days per week.

2. The tennis courts are for the use and enjoyment of Association members in good standing and their guests. A member must accompany guests on the court. A member may have up to three guests. Members and guests must abide by the Rules of court use and protocol.

3. Tennis instructors or other persons, other than those contracted by the Association, may not engage in the sale of merchandise, services or instruction while on Association property.

4. All litter must be disposed of properly.

5. Players shall wear clothing appropriate to the tennis courts. Swimwear is not permitted on the tennis courts.

6. Only soft-soled tennis shoes shall be worn on the tennis courts.

7. Courts are for tennis or pickle ball only. Pets, skateboards, bicycles, scooters, toys, or any items other than those required for tennis or pickle ball play are prohibited.

8. When other members are waiting to play, each member must limit play to one (1) hour for singles, or 1- 1/2 hours for doubles.

B. Pool

Copies of Pool Rules are available to registered members at the website, springhurstvillages.com, the SCA Management Office, and pool gate.

C. Lakes and Ponds

1. Fishing in the White Blossom Lake or any other body of water located on SCA common property is permitted only for Springhurst residents, and only from the

common area bank. The common area bank borders White Blossom Boulevard and curves around toward the homes, approximately 120 feet from White Blossom Boulevard to the first lot on White Blossom Estates Court and approximately 90 feet from White Blossom Boulevard toward the second lot on Zaring Mill Court.

2. Boating, swimming and any in/on water activities are prohibited with respect to the White Blossom Lake or any other body of water located on SCA common property. The SCA does not represent or warrant that engaging in any activities at the White Blossom Lake or any other body of water located on SCA common property are safe or without risk. The SCA does not provide a lifeguard or any other safety services at the White Blossom Lake or any other body of water located on SCA common property. Therefore, any and all use or misuse of the White Blossom Lake or any other body of water located on SCA common property is at the user's own risk.

D. Clubhouse

1. Rental of the Springhurst clubhouse is an amenity available only to adult residents of Springhurst. The deposit and rental fees are subject to change without notice; however, once a reservation has been accepted, the contracted fees will not change.

2. Clubhouse rental time will not exceed twelve (12) hours. The amount of the rental fee and deposit required are established by the Pool and Clubhouse Committee and as stated in the required contract agreement.

3. Homeowners must be in compliance with the following:

- a. At least 21 years of age. Photo ID with Springhurst address is required.
- b. Current with all association dues and fees.
- c. No known compliance issues with the DCCRs, Bylaws, and rules.

4. A signed application and checks for the established fees must be delivered to the property manager to secure the requested rental date. Separate checks made payable to Springhurst Community Association must be provided for each of the fees. No cash will be accepted.

5. Reservations will not be considered accepted until a signed application and checks are received, confirmed, and approved by the property manager. Once confirmed, the application will serve as the agreement.

6. The rental fee, less the current cleaning fee amount, will be refunded in the event of cancellation less than seven (7) days prior to the rental.

7. Clubhouse rental is for the exclusive use of the renting homeowner. Rental may

not be transferred or subleased under any circumstances. The renting homeowner is responsible for any damages or misuse of the facilities during the entire period of the rental.

8. The great room, kitchen, and access to the restrooms are included in the rental. The pool and patio areas are not included. The doors from the clubhouse to the pool deck are monitored by security alarm.

9. There will be a charge of up to \$150 if the patio doors are opened, the alarm is activated, or the police are dispatched during a rental.

10. The homeowner must attend the walk-thru and be granted access for the rental. All supplies and equipment must be delivered and removed during the 12-hour period of the rental.

11. Parking is limited to designated parking spaces in the parking lots. All wheels of a vehicle must be on the pavement. No parking is allowed on sidewalks or any grassy areas. This includes the grassy area outside the kitchen door.

12. The clubhouse is a designated non-smoking area.

13. Pets are not allowed in the clubhouse.

14. No signs may be posted on the premises or any other common areas.

15. No candles, except birthday cakes, anniversary cakes, or similar items, are permitted.

16. Wet clothing is not allowed in the clubhouse.

17. Fireworks are prohibited in accordance with Louisville Metro Ordinance, Section 94.40. Violation will result in forfeiture of the deposit as well as liability for any fine or damages imposed as a result of the violation.

18. Furniture, Equipment, Decorations:

a. Clubhouse furniture is not to be removed from the premises. No furniture may be moved from the great room to any other area of the clubhouse.

b. Eight additional folding tables and 36 folding chairs are provided for use during the rental.

c. No other furniture may be brought into the clubhouse.

d. Decorations may not be attached to the facility by any means.

e. Only table decorations are allowed. Rice, confetti, glitter of any sort, birdseed, and silly string are not allowed. Balloons must be secured.

f. The flat screen and some cable TV stations are available, but not guaranteed.

19. In accordance with local fire ordinances, the maximum number of people allowed is 55 for a seated event; 105 for a standing event. Violation will result in forfeiture of the deposit as well as liability for any fine or damages imposed as a result of the violation. The homeowner is responsible for behavior of all guests. Loud noise, music, and boisterous behavior should be avoided before, during or after the rental and will be considered a violation of these rules.

20. If alcohol is available during the rental, the homeowner shall comply with all applicable laws relating to the serving of alcoholic beverages and shall be solely liable. The homeowner is responsible for taking reasonable precautions to assure that guests do not operate motor vehicles while intoxicated.

21. It is the responsibility of the homeowner to ensure the rental area and all components are left in good condition.

22. Fees may be collected for violation of agreement. Please see the rental agreement for the schedule.

23. The homeowner will not conduct illegal activity in or on the premises and will comply with all applicable rules and ordinances. Any violation of this agreement will result in the forfeiture of part or all of the deposit. This is in addition to any other remedy available to the SCA Board of Directors. The Board of Directors (or its authorized representative) reserves the right to refuse rental to anyone, in its sole discretion, that it deems necessary.

24. Force Majeure: Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, lockouts, fires, acts of God, terrorism, global health conditions (including any epidemic, pandemic or disease outbreak) or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

25. The homeowner will notify the Clubhouse Coordinator immediately in the event of damage to the clubhouse or furnishings.

Section II. Exterior Modification

1. Prior written approval must be requested for all exterior modifications to property. The intent of this rule is to insure compliance with the DCCRs and compatibility with the villages of the Springhurst Community Association.
2. The rule applies to all villages in the association that do not have their own governing boards. Villages with their own governing boards (Abbeywood, Hartwick, Springmont, Springmeadows, Tuxford and Valencia) are excluded.
3. The rule does not preclude use of newly developed materials and devices, which have become available since the DCCRs were written, provided the board has approved their use.
4. Modification requests that are denied may be appealed to the SCA Board for resolution.

A. Fences

1. Fence installation requirements listed below are in addition to the Exterior Modification Form, which must be submitted for approval.
2. Fencing must have prior written approval from the Architectural Review Committee (ARC) before construction begins.
3. Fence material generally should be wood or ornamental wrought iron style or wrought iron style aluminum and compatible with the DCC&R's of the village where the fence is to be installed. The ARC may consider other materials for approval. If using wrought iron or wrought iron style aluminum, the only color permitted is black. Wood fences shall be either unfinished, or a natural wood tone if treated.
4. Fences with a finished side and a rough side shall be installed with the finished side facing outward from the home.
5. All line posts and pickets or the equivalent shall be installed in a vertical (plumb) position even if the terrain is not level. Acceptable professional fence installations are as illustrated.
6. The height of the fence must be compatible with the DCC&Rs of the neighborhood where it is installed, or a maximum of six (6) feet, whichever is less.
7. The fence may not extend forward of the rear corners of the home.
8. The property owner shall be responsible to secure all legally required permits, determination of property line boundaries and that the installation meets the standard of a professional installation.
9. Any current fence that was installed without proper written approval by the ARC

may not be replaced or materially repaired without prior written approval from the Architectural Review Committee, and may be subject to mandatory removal.

10. Architectural Review Committee approval only signifies compliance with the Springhurst Community Association's requirements.

B. Basketball Goals

1. Basketball goals require prior written approval by the Architectural Review Committee (ARC).
2. Portable or fixed goals may be placed along the driveway or other suitable location to the rear of the home.
3. Basketball goals shall not be installed in the common areas, rights-of-way, public sidewalks, or streets.
4. Fixed or portable goals should be oriented and placed to help protect the yard of any neighbors from the ball.
5. Basketball goals shall not have lighting.
6. Basketball goals must be kept in good repair as determined by the ARC.

C. Swings, Play and Sports Equipment

1. Swings, Play, and Sports Equipment require prior written approval from the Architectural Review Committee (ARC) before installation work begins.
2. Swings, Play, and Sports Equipment must be constructed of metal, wood, vinyl, or composite located in the rear yard only, and within the house side and rear yard setbacks. Notwithstanding, a swing designed to be placed upon a porch shall be permitted on a covered porch with written approval of the ARC.
3. Swings, Play, and Sports Equipment must be kept at least ten (10) feet from the side and rear lots lines in order to protect the privacy of adjoining neighbors and ensure that visibility from the street is kept to a minimum. The footprint of the equipment generally shall not exceed a total square footage of 300 square feet. Larger sizes will be considered on a case-by-case basis. The ARC additionally reserves the right to require appropriate landscape screening where deemed necessary.

D. Trampolines

1. Trampolines must have prior written approval from the Architectural Review Committee (ARC).
2. Trampolines are to be located in the rear yard and within the house side and rear

setbacks. They must be located at least ten (10) feet from the side and rear lot lines to protect the privacy of adjoining neighbors and ensure visibility from the street is kept to a minimum.

3. The trampoline sizes are limited to 12 feet in diameter. Larger sizes will be considered on a case-by-case basis. Safety netting must be attached, and landscaping may be required in some locations.

E. Dumpsters

1. Dumpsters are temporary structures. Dumpsters will be permitted upon written application to the SCA property manager, and written approval from the Architectural Review Committee (ARC).

2. The resident must request written permission from the SCA Property Manager at least five days in advance of the unit's arrival. The request must state the arrival date and the removal date of the unit.

3. In the event of the need for a dumpster in an emergency situation resulting from a fire, flood or some other household emergency, you are exempt from the prior notification rule. However, you will be required to submit a request for approval within 3 days of the dumpster's arrival.

4. If your home is in an area that has been declared a disaster area by the municipality, state or federal government, then you are exempt from all notification requirements, but you may be asked, at a reasonable time after the actual emergency, to offer a determination of a date as to when repairs will be completed.

5. At no point will the contents be permitted to over flow the fill line of the dumpster.

6. Hazardous waste will NEVER be permitted to be placed in the dumpster.

7. Daily household refuse will not be permitted in the dumpster.

8. If the property where the unit is to be placed has a rear paved area, it must be placed so it is not visible from the street in front of the property and to be as inconspicuous as possible from all aspects.

9. The unit must be placed on the driveway or other paved area and may not be placed on any grass or other earthen area. It may never be placed on a street unless a permit has been issued by Louisville Metro Government. Any dumpster placed upon the street must have reflective material visible after dark in order to aid drivers.

10. Should the property be a corner lot or other property without a rear paved area, the unit may be placed on the driveway or other paved area on the property if, and only if, there is no paved area out of view from the street. The unit must not block public access to the side walk in any case.

11. If the use of the dumpster creates a hazardous situation for the neighborhood, the SCA reserves the right to deny the application and/or revoke a previously approved dumpster. Further, the homeowner agrees to remove the dumpster, at his or her own expense, within 48 hours of notification by the SCA.

F. Portable on Demand Storage (PODS)

1. The SCA Board has determined they are a temporary structure under the DCC&Rs and that portable storage units will be permitted upon written application to the SCA Property Manager, and approval, for a period not to exceed 72 hours. After loading or unloading, the unit must be removed to another storage location outside of the community. The following conditions and regulations also apply:

2. The resident must request written permission from the SCA Property Manager at least five days in advance of the unit's arrival. The request must state the arrival date and the removal date of the unit.

3. If the property where the unit is to be placed has a rear paved area, it must be placed so as to be not visible from the street in front of the property and to be as inconspicuous as possible from all aspects.

4. The unit must be placed on the driveway or other paved area and may not be placed on any grass or other earthen area.

5. Should the property be a corner lot or other property without a rear paved area, the unit may be placed on the driveway or other paved area on the property if, and only if, there is no paved area out of view from the street. The unit must not block public access to the sidewalk in any case.

6. Under no circumstances shall a PSU be maintained on a property for more than six total days in any 12- month period.

G. Solar Panels

1. Any resident wishing to install a solar collector shall first apply and obtain written approval from the ARC. The procedure for requesting an exterior modification will be followed.

2. Solar collectors shall be located on the roof of a residence. The solar collectors shall not be higher or wider than the roofline. The top edge of the solar collectors shall be parallel with the roofline and shall conform to the slope of the roofline. Further, the solar collectors shall be installed on the rear portion of the roof. The Association, however, shall have the discretion to permit the placement of solar panels on the side of a roof if determined to be appropriate by the ARC.

3. All brackets, wires and pipes associated with a solar collector shall be of a

color appropriate for the roof color scheme.

4. The homeowner must comply with any and all applicable Louisville Metro zoning and building codes as required and must obtain any necessary permits and inspections from Louisville Metro Government's Department of Codes and Regulations. The approval of the ARC only satisfies the requirements of the Springhurst Community Association.

H. Exterior Lighting. Any resident wishing to install exterior lighting shall first apply and obtain written approval from the ARC.

1. Foundation Accent Lighting and Landscape Accent Lighting.

- a. Lighting shall not directly shine on adjacent homes or upon an adjacent structure.
- b. Soft to warm white tones are preferred. Colored lighting is permitted during nationally recognized festive or holiday periods, but is not to exceed 30 days prior to and 10 days after said festive or holiday period.
- c. Directly upward or downward facing lighting only.
- d. Blinking, flickering, dancing, etc. is not allowed.

2. Security Lighting.

- a. Security lighting shall be shielded or hooded and must be located and constructed so that they do not create a nuisance or hazard. Lighting shall not directly shine on adjacent homes.
- b. If security lights are to be located on the sides or rear of a residence, then motion detectors must be used.
- c. The lighting footprint must project downward and cannot onto an adjacent dwelling.

I. Lawn Ornaments and Yard Art.

1. Lawn Ornaments and Yard Art are defined as items that are man-made, or natural items which are not in native settings such as, but not limited to, statues, fountains, sculptures, pots, etc. should be intended to complement homes and are subject to the discretion and written approval of the ARC.

- 2 Holiday decorations shall not be placed in a yard earlier 30 days prior to nationally recognized festive or holiday periods and should be removed within 10 days following nationally recognized festive or holiday and are subject to discretion and written approval of the ARC.

Section III. Signs

Each Springhurst Villages homeowner, by accepting the deed for his/her property, agreed to the restrictions set forth in the DCCRs whose restrictions state that no sign for advertising or any other purpose shall be displayed on any lot or on a building or structure on any lot, except for one sign by the builder, real estate agent or lot owner advertising the sale or rent of the lot, which shall not be greater in area than nine square feet each. Rent/sale signs must be removed no later than seven days following the closing of sale or consummation of lease for the property. Authority for any other signage on lots is not granted to the association by its DCCRs.

No signs shall be placed in the rights-of-way or common areas, except for signs which relate to Association-sponsored events.

Covenants are enforced in a reactive manner. When a complaint of any violation is received by the manager, the complaint is recorded and verified. The SCA Board will enforce the DCCRs. Violations of the Signs on Lots Rules will be enforced in accordance with Section V, Covenant Enforcement.

Homeowners should also be aware that Metro Ordinance 155.23 prohibits placement of signs within the public right-of-way or public easement without a special permit from Metro Public Works. (This includes the grassy area between the sidewalk and curb on Metro-owned streets.) Contact the property manager, scamanager@outlook.com for more information on permits.

Section IV. Assessments and Collection

The Springhurst Community Association Board of Directors has established rules for enforcement of the Declaration of Covenants, Conditions and Restrictions (DCCRs). These rules are approved by the board to facilitate efficient operation of the Association and to act with uniformity in enforcement activities.

The DCCRs allow Interest to be charged for late payment of assessments. The amount of interest may be changed from time to time, based on the highest rate allowed by Kentucky law and with the approval of the SCA Board.

The SCA Board of Directors will approve the budget and set amounts for the common area and pool and clubhouse assessments for the coming year at the regular meeting

of the board in November of each year. The amount of the assessments will be communicated to homeowners by letter or newsletter.

1. Homeowners will be billed for the entire amount of their annual assessment on January 1st each year. The invoice will include an explanation that at least half (50%) of the annual assessment must be paid before February 1st, and that the balance is due by April 1st. Homeowners shall receive the benefit of paying in two payments ONLY IF the first payment of at least 50% is received by February 1st.

2. In the event that payment for half of the total assessment amount is not received by February 1st, payment is considered late. Interest on the full amount of the assessment will begin accruing to the homeowner's account on February 1st.

3. Delinquent accounts (those on which at least 50% of the assessment was not paid by February 1st) will be charged interest on the assessment at the highest rate allowed by Kentucky law. New statements, including the interest, will be mailed during the last two weeks of February. This statement will give warning that the delinquent account will be turned over to an attorney for collection if they remain unpaid on April 1st.

4. Accounts will continue to accrue interest on the assessment until the balance is paid in full. The balance will include unpaid interest and any legal fees incurred for collection.

5. The list of delinquent payers will be turned over to the association's attorney for legal letters to be sent to all homeowners who have not paid by April 1st. All legal costs are added to the homeowner accounts. Past due balances are subject to a minimum of \$70 in legal fees.

6. The Finance Committee will review the status of payments on a regular basis. At any time there is a past due balance, and the property is empty or listed for sale, the Finance Committee may authorize the association attorney to file a lien on that property.

7. The Finance Committee will review all accounts still owing in May of each year and make decisions on those properties where liens are necessary to be placed due to non-payment. The committee will forward the list of properties with a written request for liens to be filed to the association's attorney. The attorney's letter will give the homeowner a ten-day notice to pay in full before lien will be filed. All legal costs are the responsibility of the property owner and will be added to the owner's account balance. The Finance Committee will report lien actions to the SCA Board.

8. An example of the timeline, payment schedule, and possible fees is shown below.

January 1: Annual amounts billed as determined by SCA Board.

February 1: At least 50% of assessment due. If not paid interest begins accruing.

February 28: Statements mailed. If first payment was made by February 1st, balance of an assessment is due by April 1st. If no payment is made, interest added to balance due.

March 1: If first payment was made by February 1st, balance of assessment is due by April 1.

April 1: If payment is not received in full, account turned over to attorney for legal letter. Attorney letter gives homeowner 10-30 days to pay before filing lien.

May 1: Account not paid in full. Lien filed. Liens are reported to SCA Board.

9. In rare and extreme case where a property owner fails to respond to all other collection efforts, the Board of Directors may authorize its attorney to file an action of foreclosure against the non-paying owner or pursue suit for a personal judgment and collection against a nonpaying homeowner. The Board of Directors must approve any litigation against a homeowner.

10. Homeowners of Ivybridge and Springhurst Gardens pay an additional assessment, to be deposited and used exclusively for repair and replacement of private roads in those villages. That separate amount is due in full along with the first half of payments as noted above.

Section V. Covenant Enforcement

1. The property manager is responsible to make initial contact with the resident regarding any financial, covenant, or maintenance violations. The property manager is granted the discretion to make the initial contact with the resident either by telephone, by email or by letter.

2. All contact with the resident will be documented and tracked on the Complaint / Violation Log, including the date and time the contact was made, the identity of the person contacted, the specific nature of the covenant violation, the resident's response to the contact, the proposed resolution of the covenant violation, and a specific timeline for the resident to complete the proposed resolution of the covenant violation.

3. Property manager will evaluate the complaint within 24 hours. If the violation is unfounded, the complaining party will be given a courtesy notification, and no further action is required.

4. When the complaint is verified as a violation, the property manager will

provide the resident with notice of violation by telephone or by friendly letter. The notification will include:

- A reasonable time with date certain, determined by the property manager, to correct the violation.
- An excerpt from the specific DCCR violated.

5. The property manager will follow up after the specified time to confirm whether or not the violation is corrected. If the violation is corrected, no further action is required, and the Complaint / Violation Log will be so annotated.

6. If the violation is not corrected after the date specified, a certified letter will be sent to the resident. The second letter will include:

- A copy of the first notification of violation.
- Notification of a second opportunity to correct the violation within a reasonable time frame.
- Notification that if the violation is not remedied within the additional time frame, that the matter will be referred to the SCA Board for decision and possible referral to the SCA attorney for legal action.
- Statement that the amount of any legal fees will be the responsibility of the resident and charged to the resident's account.

7. The property manager will follow up after second specified time to confirm whether or not the violation is corrected. If the violation is corrected, no further action is required, and the Complaint / Violation Log will be so annotated.

8. If the violation is not corrected, the matter will be referred to the SCA Board for decision on further action, which may include referral to the SCA attorney. All resulting legal fees will be billed to the resident.

Section VI. In Home Business

In determining whether a particular Homeowner's business activity or conduct has no impact on the community, certain factors will be considered by the SCA Board or Committee appointed by the SCA Board to deal with enforcement, including without limitation the following:

1. There are no signs or advertising of any kind posted, displayed, exhibited or visible on or near any lot or from any building or vehicle parked on or near the lot. This shall not apply to magnetic signs or advertising printing on vehicles unless the

vehicle is parked on or near the lot for unreasonably long periods of time;

2. The business activities do not utilize, include, or involve the use of any heavy equipment, power tools or power sources not common to residential use;

3. There are no employees of owner, part or full time, on or about the lot or in any buildings on the lot;

4. There is no regular use of or frequent delivery by commercial delivery or supply companies that aid in conducting a commercial enterprise;

5. The owner's conduct or activity does not cause, result in, or contribute to anything which has a visible or auditory impact outside of the lot, including without limitation exterior noise, dust, glare, vibration, odor or smoke;

6. There are no additional vehicles being parked on, about or near the lot, or any other indications that any business conduct or activities are being conducted on the lot or within any building located on the lot.

7. There is no visible storage on any Lot of equipment or supplies used in a business.

8. There is no conspicuous display on the lot of merchandise or goods for sale.

9. There is no distribution of flyers or other marketing promotions solely for the purpose of selling a product or service at a SCA residence.

10. The home business use of the property does not result in traffic that disturbs the peace and quiet of the neighborhood or contributes to additional traffic or parking on the streets.

11. The use of the property does not create or contribute to a nuisance for a neighbor or the community.

12. Any business or other activity which would adversely impact the single-family residential nature and character of the community remains prohibited. A business which violates or fails to satisfy on a continuing basis one or more of the criteria set forth in this section, shall not be permitted and is expressly prohibited. The SCA Board shall exercise reasonable discretion in the use of this policy, with the primary objective protecting the residential character of the community.

Section VII. Director Elections

The Bylaws of the Springhurst Community Association state that the Board of Directors shall be elected at the annual meeting of the members. These rules set forth the process to comply with those Bylaws and assure a proper election of directors to

represent the community.

1. The SCA Board will establish the Annual Meeting date per Article 1.1 of the SCA Amended Bylaws.

2. Notice of the Annual Meeting and election of directors will be mailed to all members between ten (10) and thirty-five (35) days prior to scheduled annual meeting date per Article 1.4 of the SCA Amended Bylaws. Meeting notices will include date, time and location, and a proxy form.

3. If a member cannot attend the meeting and election, the member may appoint a person who will attend the meeting to cast votes on their behalf using the proxy form.

a. Each section of the form must be completed in order for a proxy to be valid. The form must be signed by the member, or if an entity, by a trustee, officer, member or general partner of the entity.

b. The member must either name a proxy to cast their vote or designate a board officer (president, vice-president, secretary or treasurer) as proxy if the name of another member who will be present is not known by the member.

c. Completed proxy forms must be returned to the SCA Office if the named proxy is a board officer, or given to the person named as proxy to bring to the meeting. Proxy forms are not valid if the designated proxy is not present at the meeting.

d. Members must be in good standing to vote in the election either in person or by proxy.

4. Prior to the scheduled meeting date, the Property Manager shall prepare a sign-in roll of members for each village.

5. The Property Manager shall register members as they arrive and deliver one ballot per address to those members in attendance and one ballot to each person presenting a valid proxy.

6. In the event a property is owned by a Trust, the Trustee must be present or appear by proxy. If a property is owned by an entity, an officer, member, or general partner must be present at the meeting or appear by proxy.

7. Directors will be elected for positions with expiring terms.

a. Nominees must be Members of the Springhurst Community Association in good standing.

b. Members may self-nominate for an open board seat, or may nominate

another member, providing that member has previously agreed to the nomination.

8. Nominees may address the membership, introduce themselves, and present their willingness, and reasons for, serving on the board. Members may ask questions of nominees.

9. Members and designated proxy holders may cast votes for directors representing their own village and for all at-large positions.

10. The property manager will collect all votes at the end of the meeting.

a. The presiding officer will announce the election of a director who is not opposed on the ballot.

b. Should two or more candidates be nominated for a single position, the property manager will collect the ballots. The manager will validate voting eligibility for all member ballots, determine a final tally and announce election results by U.S. Mail.

11. The Property Manager shall retain the roll of residents, the completed ballots and all submitted proxies (both validated and defective) for a period of one (1) year from the date of the meeting.

These rules are adopted in addition to all other enforcement means which are available to the Springhurst Community Association through its Bylaws, Articles and Kentucky state law. The use of this process does not preclude the Association from utilizing any other enforcement means. Likewise, the Association will not be bound by precedent in any enforcement matters, and the Association's failure to enforce its covenants and rules with respect to any particular resident shall not serve as a defense to enforcement proceedings against another resident.