

PINEHURST GREEN

Rules, Regulations, General Policies, & Fines

(October, 2007)

-----  
Table of Contents

Introduction.....	2
Deferral to Documents, Definitions, and Disclaimers.....	2
Corporation, Board of Directors, and Meetings .....	3
Functions and Duties of Officers.....	4
The Management Company.....	4
Functions and Duties of the Management Company.....	5
Association Maintenance Fees.....	6
Collection Policy.....	6
Guidelines for Maintenance.....	6
Rules and Regulations	
General.....	7
Trash Pick-Up.....	7
Signs.....	7
Snow Removal.....	7
Pets.....	7
Alterations Strictures.....	8
Exercise Room.....	8
Parking and Parking Areas.....	8
Clubhouse.....	9
Pool.....	10
Landscaping.....	11
Fines for Infractions.....	12
Useful Contact Information.....	13

## Introduction

Congratulations on being a part of Pinehurst Green! It is our wish that you will find, as many others have, patio home living the most convenient form of home ownership today.

To promote your enjoyment of patio home 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 homeowner/resident of Pinehurst Green.

The primary purposes of this booklet and of establishing rules and regulations are for safety, for understanding the Board, and for understanding your responsibilities in this community, for community well-being.

It is the purpose of your Board of Directors to maintain, protect, and enhance the value of your home and your lifestyle at Pinehurst Green. In addition, it is the purpose and promise of your management company to assist the Board of Directors in upholding these responsibilities, while maintaining an atmosphere of welcome and comfort to all homeowners/residents and their guests.

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

Sincerely,

Your Pinehurst Green Board of Directors

## Deferral to Documents, Definitions, and Disclaimer

Pinehurst Green is a condominium community and is governed by the Master Deed and By-Laws and by these Rules and Regulations established by the Board of Directors. You are encouraged to read these documents.

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

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 this information packet and/or these Rules, Regulations, General Policies, and/or Fines at any time.

**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 Homeowner/Resident:** Any person(s) who occupies or resides in a unit will be defined as a homeowner/resident.

**Definition of Common Area:** Any area outside of each patio home that is generally used by the homeowner/resident, such as: lawns, sidewalks, pool, parking areas, etc.

**Definition of Limited Common Area:** Included in the common areas and facilities, but restricted to the use of the homeowner/resident 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 and all front porches.

### Corporation, Board of Directors, and Meetings

The Council of Co-Owners of Pinehurst Green, Inc., is the corporation formed for the purpose of administering association business and the operation of all commonly held property. Legal papers were signed on March 17, 1999.

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, as to the transferring unit owner and the other party then becomes a member of the association.

All five Board Members are elected for two-year terms. In odd-numbered years, two people are elected, and in even-numbered years, three people are elected. 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.

Homeowners are not elected into positions but rather they are elected to the Board of Directors. It is after the election that the new Board of Directors will decide who will serve in what position on the Board.

The Board of Directors currently holds monthly Board meetings the third Monday of the month at 6:00 pm in the clubhouse. All homeowners/residents are invited and encouraged to attend. The meetings begin with a Residents' Forum, during which time residents may address the Board with their concerns and questions.

An annual meeting of the Council of Co-Owners of Pinehurst Green, Inc., will be held. Currently that regular annual association meeting of the members is held in the month of November each year, at a time determined by the Board of Directors.

The order of business for the annual association meeting should include but is 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. Votes are percentage weighted based on the square footage in each unit.

Any member who wants an item of business placed on the annual association meeting agenda should notify the management company or the Association President, at least two (2) weeks prior to the meeting date.

Unit owners who cannot attend the annual association meeting may vote by absentee ballot. Absentee ballots must be in writing and will be available from the management company. The management company must receive all absentee ballots no later than 2 days prior to the day of the annual association meeting. Any homeowner who is in arrears is not eligible to vote.

### Functions and Duties of Board of Directors' 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 provide for the taking of 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 budgets or be pre-approved by the Board of Directors.

Currently, there is a "Social Committee" that is separate from the Board and has its own finances.

The Board of Directors will request written estimates/bids of expenditures over \$500.00

### The Management Company

The management company for Pinehurst Green 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, which will generally run for a period of one year. A copy of the contract will be available upon reasonable request.

See last page of the Rule and Regulations for management company contact information.

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 the Management Company

The duties of the management company shall/may include, but are not be limited to, the following:

### **Contracting for services**

Maintenance, utilities, legal, audit/tax preparation, etc.

### **Supervising maintenance operations**

Contractors, 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, contractors 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**

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 and Rules and Regulations**

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

### **Communications with homeowners/residents**

Maintenance notices written and distributed, letters and calls responding to questions and requests, monthly updating of phone lists, special notices as necessary

### **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, weekly property walking inspections by property manager, 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

### Association Maintenance Fees

Currently, the monthly association maintenance fees are due the first of each month. Residents are responsible for sending payments in, as no coupon books or bills are sent out. Exact fees for any unit can be obtained by contacting the management company.

Association maintenance fees not received by the 1st of the month are subject to late fees as per the By-Laws in the amount of 15% on the first late period and 1 ½% thereafter until paid in full.

See last page of the Rule and Regulations for management company contact information.

### Collection Policy

The collection procedures for outstanding association maintenance fees are as follows:

1. Homeowners will receive a monthly statement indicating the balance owed including late fees.
2. If unpaid, the association may pursue legal remedies through the court system.

### Guidelines for Maintenance

#### **Items covered by Association Maintenance Fees:**

1. Roadways, driveways, and parking spaces
2. Exteriors of all buildings
3. Exterior of units, including doors, paint, roofing, and exterior vinyl/wood
4. Patios and porches, which are a part of the limited common elements and 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. Property and general liability insurance
7. Reserve fund for replacements
8. Recreational facilities (clubhouse, exercise room, pool)
9. Landscaping and lawn maintenance, termite control, cleaning, water and sewer, and common area lighting

#### **Items not covered by Association Maintenance Fees:**

1. Interiors of homes, including but not limited to: windows, including glass breakage, fireplaces, chimneys, water faucets, plumbing fixtures, plumbing lines servicing one home, appliances, interior bathroom and dryer vents, and general interior upkeep (painting, etc.)
2. Unit door locks
3. Unit smoke detectors
4. Heating and air conditioning
5. Garage doors
6. Attics
7. Unit owners insurance for personal property, contents, and liability coverage
8. Repairs of all damage to any part of the common elements or limited common elements and facilities caused by a homeowner/resident, lessees, its invitees, licensees, guests, family members, pets, or vehicles

## Rules and Regulations

### General

1. Nothing shall be kept in or done to any unit or in or to the common areas or facilities, which will increase the rate of insurance on the building.
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 homeowners/residents.
3. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities.
4. Residents must allow access to their garages and private interior patios during annual termite inspections and for any repairs or other inspections needed to the common and/or limited common elements.
5. Residents who feel they have a claim that involves the Association's master insurance policy should contact the management company or one of the Board members. Unit owners may not file a claim with the Association's insurance company on their own.

### Trash Pick-Up

1. Until time for trash pick-up service, all trash, garbage, or other rubbish shall be deposited by the homeowner/resident inside their garages in containers.
2. Garbage cans and recycling bins should be placed at the curb. Currently, garbage and recycling pickup is on Wednesdays.
3. Residents who are disabled and unable to take their garbage can to the curb should call Lyndon City Hall, who will make arrangements for pick up by the garage.
4. Residents can use their own garbage cans rather than the ones provided, but all cans must have lids.
5. Generally speaking for trash pick-up service, all trash should be placed in containers; however, due to wildlife and sanitation rules, plastic bags containing food waste must be placed in a garbage can.

### Signs

1. No signs or posters may be displayed in the common area or in unit windows with the exception of one "For Sale" sign that may be placed in the window. The sign cannot exceed 3 feet by 2 feet.
2. No other signs, which are visible from the outside of units, may be placed on any part of the condominium property or in patio home windows, except as expressly permitted by the Board of Directors.

### Snow Removal

Snow removal will be done when there are 3" or more of snow or when there are unusual circumstances.

### Pets

1. Pets are allowed but are limited to one dog weighing 50 pounds or less, one cat, caged birds, or fish.
2. Pets must be kept on leashes at all times when outside the unit and must be under the control of a responsible person.
3. Do not allow pets to relieve themselves on bushes, shrubs, or plants.
4. Pet waste must be cleaned up immediately.

### Alteration Strictures

1. Nothing shall be kept in or done to any unit or in/to the common areas or facilities which would impair the structural integrity of any building or which would structurally change any building.
2. Skylights are not allowed, nor are any other changes, alterations, or additions to the outside of the building.
3. No storm door can be installed without prior approval from the Board of Directors. For possible approval, such doors must be a full-view, glass storm door, trimmed in white or the existing front door color. The glass must be void of any decorative etching design. A written request that includes a picture of the proposed storm door and color chip must be submitted to the Board.
4. Outside porch lights may not be replaced without prior approval from the Board of Directors. All porch lights must be polished brass with a solid brass top, no more than 15" tall and no more than 9" wide, and must have 4 or 5 glass panels. A picture of the light, or the light itself, must be brought to the Board for approval before installation. (Added 6/06)
5. If such exists, residents may fill in the garden area of their interior patios with concrete, but residents must first obtain approval from the Board of Directors. Codes established by the Department of Public Works, Division of Engineering, must be met.
6. Residents may convert screen porches to a Florida rooms (i.e., sunrooms), but such remodeling must be in strict conformance with the exterior appearance of other Florida rooms in the community (windows, door style, exterior finishes, general appearance, etc.). Board approval must be obtained first.
7. Satellite dishes may be installed in the attics or on the interior of patios, low enough so that they are not visible to the surrounding units. They may not be mounted anywhere on the building or roof.
8. No awnings, canopies, signs, or radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part of the building thereof (including the building siding).
9. Unit owners may not hang shades on their patios or porches.
10. Unit owners may not cause or permit any curtains, shades, or other window coverings to be hung inside any windows which show any color other than white or off-white tones on the outside.
11. Any alterations made by a resident to the structure of a building (e.g., garden hose holders or plant hooks) or to the patio fence (e.g., satellite dish or flower container) will mean that any repair needed to that area will be at the owner's expense.

### Parking

1. Parking is only allowed on the sidewalk side of Eagle Pines Lane, on Eagle Pines Court, or parking slots at the end of the driveways between the buildings. This is necessary so that emergency vehicles will be able to get through in case of emergency and residents will not be blocked in or out.
2. The following areas are reserved for guest parking: clubhouse parking lot, all striped parking areas, and the parking slots at the end of the driveways between the units.
3. Residents should park in, or directly in front of, their garages.
4. No truck, pickup truck, van, motor home, recreational vehicle, bus, trailer, boat, or inoperable automobile can be parked on a regular basis outside the garage or in the guest area parking locations.
5. In addition, no more than one operable automobile can be parked outside the garage on a regular basis.
6. There is to be no regular or long-term (over 7 days) parking in designated guest parking areas.

### Exercise Room

1. The exercise room is available 24 hours a day.
2. The exercise room is a non-smoking facility.
3. No one under the age of 16 is permitted to use the exercise equipment.
4. Food and drinks, other than water, are not allowed in the exercise room.
5. Exercisers must supply and use a towel to wipe perspiration from the equipment when finished exercising.
6. While there is no time limit on use of the equipment, exercisers are asked to please be considerate if there are others waiting to use the equipment.
7. Upon leaving, the thermostat should be reset to its original setting, all fans and lights turned off, and the door locked.

## Clubhouse

1. Hours: Sunday through Thursday 8:00 am to 11:00 pm  
Friday and Saturday 8:00 am to 1:00 am  
Private Parties: Same as above
2. The clubhouse is a non-smoking facility. Smoking is allowed outside the clubhouse building. Smokers must properly dispose of their cigarettes in an ashtray or garbage can.
3. Residents may use the clubhouse for resident activities at no charge, subject to availability.
4. When not in use, the thermostat in the clubhouse is kept at 80 degrees in the summer and 60 degrees in the winter. Upon leaving the clubhouse, residents are to reset the thermostat back, to be sure all doors are locked, and to turn off all lights and fans.
5. Pets are not allowed in the clubhouse.
6. The restrooms are accessible to and for use by both clubhouse and pool users.
7. No sweaty or wet clothing is allowed in the clubhouse.
8. If you would like to enter after swimming or exercising, please completely dry off or change into appropriate clothing.
9. Residents and owners who are current with their maintenance fees and other financial obligations may rent the clubhouse for private parties subject to availability.
10. There is a non-refundable rental fee of \$60.00. In addition, a security deposit of \$75.00 is required. These fees must accompany the signed Clubhouse Rental Application and be in the form of two separate checks both made payable to Council of Co-owners of Pinehurst Green. (Cash cannot be accepted.)
11. The security deposit check will be returned, assuming the clubhouse and surrounding common areas have been cleaned, there is no damage, and the renter has abided by the terms of the Clubhouse Rental Rules and Regulations.
12. Clubhouse renters are responsible for their guests at all times. The resident must accept responsibility for any damage, etc., and must remove all trash from premises as a part of the clean-up, which is expected.
13. Rental of the clubhouse does not include use of the exercise room or pool. These areas must be available to residents at all times. Guests may use the pool area for smoking but may not monopolize the pool furniture.
14. Parking must be limited to the designated parking spaces in the clubhouse parking lot, along Morat Ave., or along the sidewalk side of Eagle Pines Lane. All 4 wheels of vehicles **must** be on the pavement. **No parking is allowed on the grass areas.** Due to fire insurance regulations and emergency use, parking is not allowed on Eagle Pines Lane in front of the clubhouse except to load or unload (10-minute limit).
15. Currently, reservations can be made by calling Marge Torrance, 253-0943. A telephone call will hold your desired date for 7 days. However, it will not be considered confirmed until the signed application and checks are received.

## Pool

Hours: Sunday through Thursday 8:00 am - 11:00 pm  
Friday and Saturday 8:00 am - 1:00 am

The following rules will be posted at the pool as directed by the Louisville Metro Health Department:

- a) Admission to the facility is refused to all persons having any contagious disease, or to 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 in the facility.
- b) A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the facility.
- c) Glass, soap, or other material which might create hazardous conditions or interfere with efficient operation of the facility shall not be permitted in the facility.
- d) All apparel worn into the facility must be clean and all persons must shower before entering the pool.
- e) No food, drink, or tobacco is allowed in the pool.
- f) No running or rough play is permitted in the facility.
- g) No street shoes are allowed in the facility, except worn by those carrying out official duties.
- h) No diving is allowed in the pool.
- i) No animals are allowed in the facility.

The following are also rules, and a separate warning sign will be posted to incorporate them:

- a) NO LIFEGUARD ON DUTY
- b) NO ONE MAY BE IN THE POOL WHILE ALONE AND NO MORE THAN FIVE PERSONS MAY BE IN THE POOL AT ANY TIME.
- c) PERSONS UNDER 16 YEARS MUST BE ACCOMPANIED BY AN ADULT.
- d) PERSONS FOUND IN VIOLATION SHALL BE SUBJECT TO A FINE UP TO \$ 100.

The following are rules instituted by Pinehurst Green for maintaining our pool facility and are included here for your information:

- a) The Board of Health makes unannounced inspections, and violators of the rules are subject to fines. For the purpose of paying any fines, any violator will be considered the person(s) involved and not Pinehurst Green.
- b) Children who are not potty-trained are not allowed in the pool.
- c) The pool is subject to the Board of Health's 2-and-5 Rule: No less than 2 persons over the age of 16, and no more than 5 people total, may be in the pool at the same time. Dangling feet and/or hands in the water is considered being in the pool.
- d) A person may use the pool deck for sunbathing while alone but cannot dangle feet or hands in the water while alone (see b. above).
- e) Use of the pool is available to residents and owners. Residents are considered those who are living at Pinehurst Green permanently or temporarily, as long as they do not have another residence in Louisville.
- f) A resident or owner must accompany all guests when using the pool and is responsible for the actions of his/her guests. Please use discretion in the number of guests you invite since the pool facility is rather small. However, out-of-town guests staying with a resident, versus staying at a hotel or at another home, may use the pool unaccompanied by the resident, as long as all other rules are followed.
- g) Lounge chairs should be covered with towels to protect them from suntan oils.
- h) Persons should dry off completely before entering the clubhouse from the pool.
- i) Rental of the clubhouse does not include use of the pool.
- j) If you are the last to leave the pool area, regardless of time of day, be sure the pool gate and the clubhouse door are both shut and locked.

## Landscaping

Individual unit owners do not own any of the landscaping or lawn surrounding their units. All plantings, grass, etc., are considered common areas. As such, residents may not do anything to these areas or plantings without first obtaining Board approval with the exception of the below-stated policies.

### **1. Plantings in beds in front of and along the side of units:**

Unit owners are allowed to plant flowers between shrubs in the beds in front of and along the side of their units. Such plantings can be no taller than the surrounding shrubs, except for flowering stalks, such as hostas, daylilies, etc.

In no case can the plantings be taller than 36" or be allowed to grow into the adjacent shrubs. The unit owner must maintain these plantings, including cutting back perennials in the fall. If ivy or any other ground cover is planted, it must be kept trimmed, weeded, and cut back at least 6" from the building. No rose bushes, "garden" plants (tomato, squash, herbs, etc.), or trellises are not permitted in these beds. The Association will be responsible for weeding the mulched areas in front of the palladium windows, the front bedrooms, the porches and the sunroom sides of the units.

### **2. Garage beds:**

Unit owners may plant shrubs and flowers in the bed along the entrance to the garage that was originally sod. The plantings in this area may not be taller than 36" or be allowed to grow into the adjacent shrubs. Rose bushes are permitted in this area but cannot exceed 36". No "garden" plants (tomato, squash, herbs, etc.) or trellises are permitted in this area. The garage bed may be extended straight out to the driveway. The unit owner must maintain the entire garage bed area and keep it trimmed and mulched with the same type and grade of mulch the association uses throughout the community. Weeding the area is considered part of the owner's responsibility.

### **3. Interior patio landscaping beds:**

Unit owners are allowed to have plantings in their interior patio area. These plants may not exceed the height of the fence, grow under or through the fence into their neighbor's patio area, or grow into the siding or mortar of the building. The unit owner must maintain all plantings in this area.

### **4. Extended sidewalk beds:**

Unit owners may extend their sidewalk beds but first must submit a sketch to the Board of Directors and receive approval from the Board. The sketch should show the length and width of the extended beds and what will be planted in them. Plantings cannot exceed 18 inches. The unit owner must maintain these extended beds. Weeding the area is considered part of the owner's responsibility.

### **5. Other items:**

1. Unit owners are allowed to replace the shrubs surrounding the unit at their own expense for shrubs only according to the 2005 unit landscape plan approved by the Board. Contact the Board or Landscape Committee if interested.
2. Hanging plants and flowers are allowed on the front porches.
3. No plantings are allowed around the base of the trees or address signs.
4. At the present time, the Board will not approve the planting of any additional shrubs or trees in any of the other common areas.
5. At least once a week during the spring, summer, and fall months, the unit owners are strongly urged to water the shrubs that grow next to their units. The sprinkling system does not water these shrubs. The landscape committee will be glad to show you how to set up (or will set up one for you) an inexpensive soaker hose system for such watering.
6. No bird baths or any other ornamental yard art will be allowed in grassy areas that have to be mowed. (January, 2009)
7. No items may be hung in or nailed to trees in common areas. (January, 2009)

## Fines for Infractions

On July 16, 2007, the Pinehurst Green Board of Directors considered and approved a Schedule of Fines for violations of policies noted in the Master Deed, By-laws, Amendments, and Rules and Regulations.

### **Schedule of Fines**

1. Pet violations will be subject to an initial fine of \$50 and recurring violations will be subject to a Fine of \$100 per occurrence.
2. Parking violations will be subject to an initial fine of \$50, plus \$100 per day for continuing violations.
3. Architectural violations will be subject to a fine of \$300 and the homeowner will be required to correct the violation within 30 days or the Board of Directors will restore the area in question and charge the homeowner the cost of the repair along with the original fine.
4. Landscaping violations will be subject to a fine of \$200, and if the violation is not corrected within 30 days, the Board of Directors will have the violation(s) corrected and charge the homeowner the cost of the correction along with the original fine.
5. All other violations as specified in the Master Deed, By-laws, Amendments, and Rules and Regulations will be subject to a fine of \$50, plus \$100 per repeat occurrence.

Written notice of the violation will be sent to the homeowner by certified or registered mail. Homeowners will be granted a 30-day period to correct/repair the initial violation in question. If the correction/repair is completed within the 30 day period, payment of the fine will be waived. In the case of a repeat violation of the initial violation, written notice of the violation will be sent to the homeowner by certified/registered mail and there will be no waiving of any fines.

All unpaid Fines are subject to the Collection Policy as stated in the Master Deed and By-laws and will result in a lien being placed against the homeowner's property.

### **Appeal Process**

A homeowner receiving written notice of a violation and the associated fine may appeal the notice by submitting a written explanation and supporting documentation to the management agent and the Board of Director (via the President) outlining the reasons for disagreement with the fine. This written explanation must be submitted within seven (7) working days of the date of the notice of violation and fine. The homeowner will be given an opportunity for a hearing before the Board of Directors within 30 days and no fine will be imposed or corrective action taken until after the hearing.

Useful Contact Information

for

2007

**Management Company:**

Mulloy Properties  
3433 Stony Spring Circle  
Louisville, KY 40220  
(502) 493-4143 Fax 493-5907

Managing agent: Lisa Thieneman email: [lthieneman@mulloyproperties.com](mailto:lthieneman@mulloyproperties.com)  
Christine

**Board of Directors (2007)**

President	Vicki Warren	245-1323	
Vice-President	Judy Burton	244-9700	
Secretary	Carol Reckner	254-5932	(also sees to clubhouse maintenance)
Treasurer	Sandy Bruce	244-3001	(also sees to exercise equipment maintenance)
Member-at-Large	Patti George	244-3799	

(Meetings' Recorder and Monthly Newsletter: Sue Richards, 254-5932)

**Landscaping**

Currently, landscaping inquiries can be made by calling Bob Quarles, 245-9257

**Clubhouse**

Currently, reservations can be made by calling Marge Torrance, 253-0943.

**Pool**

Currently, pool inquiries can be made by calling Debbie Schneider, 244-1750

**Local Government and Service Providers**

Emergency Police/Fire/EMS	911
Louisville Metro Police – "A" District	245-1199
Lyndon City Hall, 515 Wood Road	423-0932
Louisville Water Company	583-6610
Louisville Gas & Electric	589-3500
Rumpke Waste Removal and Recycling Services	568-3800