

**AMENDED AND RESTATED BYLAWS OF
THE SUTHERLAND COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
Offices**

1.1. **Principal Offices.** The principal office of the Corporation in the Commonwealth of Kentucky shall be located in the County of Jefferson. The Corporation may have such other offices, either within or without the Commonwealth of Kentucky, as the business of the corporation may require from time to time.

1.2. **Registered Office.** The registered office of the Corporation may be, but need not be, identical with its principal office in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE 2
Capital Stock**

2.1 **No Capital Stock.** The Corporation (hereinafter the "Association") shall have neither capital stock nor stockholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of its gain, profit, or property inure to the incorporator thereof, nor to any officer or Director thereof, nor any other individual or any member of the Corporation, except as otherwise provided in Article 5 of its Articles of Incorporation, as to compensation for services rendered, but its entire gain, profit, net earnings, and property shall be devoted exclusively to the charitable and other uses and purposes set out in Article 3 of its Articles of Incorporation.

**ARTICLE 3
Members**

3.1 **Definition of Member.** Each building lot shall have one member; however, buildings lots created by combining more than one lot shall have no more than one member. Each member shall have one vote.

**ARTICLE 4
Member Meetings**

4.1 **Annual Meetings.** The annual meeting of the members of the Association (collectively, the "Members" or individually, a "Member") shall be held during the month of March at such time and place, and on such date as the Board of Directors may designate. The purpose of such meetings shall be the election of Directors and the transaction of such other business as may properly come before the Board. If the election of Directors shall not be held on the day designated for an annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members to be held as soon thereafter as may be practicable.

Sutherland Homeowners Association Bylaws

4.2. **Special Meetings.** Special meetings of the Members may be called by the President, by a majority of the Board of Directors or by Members holding not less than one-third of the voting power of all Members entitled to vote at such meeting. The Board of Directors shall designate the time and place for any special meeting. A waiver of notice shall be signed by a majority of the Members entitled to vote. Members may include a designation of any place, either within or without the Commonwealth of the Kentucky, as the place for the holding of such meeting.

4.3. **Place of Meetings.** Meetings of the Members shall be held at the Sutherland Clubhouse unless the Board of Directors designates a different place for the meeting.

4.4. **Notice of Annual of Special Meeting.** Written notice stating the place, day and hour of the meeting and, in addition in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 days nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the person(s) calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Member's address as it appears on the records of the Corporation, with postage prepaid.

4.5. **Waiver of Notice.** Any Member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, unless the Member attends the meeting for the sole express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever any notice is required to be given under the provisions of these Bylaws, the Articles of Incorporation, or otherwise by law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

4.6. **Quorum.** Unless otherwise stated herein, Members holding ten (10%) of the votes then entitled to be cast on the matter to be voted upon, represented in person or by proxy, shall constitute a quorum at any such meeting.

4.7. **Action by Consent of Members.** Any action required or permitted to be taken, or which may be taken, at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof. Such written consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE 5 **Directors**

5.1. **Number, Tenure and Qualifications; Volunteer Board.** The Board of Directors of the Corporation shall consist of not less than three and no more than eleven individuals, until otherwise changed by an amendment to these Bylaws.

The Directors shall be elected by vote of the Members at each annual Meeting of the Members, as necessary. In the event that there are more openings on the Board than there are volunteers to fill such openings after the annual solicitation for volunteers to fill Board vacancies, then following the election of Directors at the Annual Meeting of the Members, the number of Directors on the Board shall be reduced accordingly, but shall not be less than three. In

Sutherland Homeowners Association Bylaws

the event that there are more volunteers for openings on the Board than there are openings on the Board, then following the election of Directors at the Annual Meeting of the Members, the individuals receiving the most votes shall be elected to fill such vacancies and become Directors.

Each Director shall hold office for the term for which he/she was elected and until his/her successor shall be elected and qualified, whichever period is longer. The Directors shall be domiciled in the Sutherland Subdivision but need not be residents of the Commonwealth of Kentucky. Directors shall be elected for a term of two (2) years.

5.2. **Powers.** The Board of Directors shall have power to:

(a.) Exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation (i.) by law, (ii.) by the certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Sutherland Subdivision, as amended from time to time, and by any similar set of deed restrictions applicable to Sutherland Subdivision (as such term is defined in the Declaration) or (iii.) by any Supplemental Declaration (as such term is defined in the Declaration) for any property made subject to the Corporation, unless the power, duty or authority is reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(b.) Employ managers, independent contractors or other employees as they deem necessary, and prescribe their duties; and

(c.) Manage and operate the clubhouse and other recreational facilities. Only Sutherland Residents or lot owners may use the clubhouse and recreational facilities.

5.3. **Duties.** It shall be the duty of the Board of Directors to:

(a.) Fix the annual assessments at an amount sufficient to meet the obligations imposed by the Declaration, set the date(s) assessments are due, and decide what interest rate is to be applied to assessments which remain unpaid after the due date;

(b.) Send written notice of each assessment to every tract owner subject to assessment at least thirty (30) days in advance of the due date of the annual assessment or the first installment thereof and file liens for unpaid assessments;

(c.) Furnish upon demand by any lot owner a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified lot have been paid, for which a reasonable change may be made;

(d.) Prepare an annual budget;

(e.) Manage, operate and maintain the common areas, open spaces, entrance ways, crosswalks, medians, lakes, recreational areas and facilities within the Sutherland Subdivision, including but not limited to, the tennis courts, pools, and clubhouse facilities;

(f.) Adopt and publish rules and regulations, including fees, if any, governing the use of the common area

Sutherland Homeowners Association Bylaws

and facilities, and enforce these rules and regulations; and

(g.) Procure and maintain adequate liability and hazard insurance on property owned by the Corporation. The property shall be insured for its full replacement cost. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds shall be payable to the Corporation. Insurance proceeds shall be used by the Corporation exclusively for the repair or replacement of the property for which the insurance was carried.

5.4. **Removal and Resignations.** Directors may be removed from office for good cause, which may include absences from three (3) successive regular meetings of the Board of Directors. Such action shall be taken by the Board of Directors by adopting a corporate resolution. Any Director may resign from the Board of Directors at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5. **Annual and Regular Meetings.** An annual meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the Commonwealth of Kentucky, for the holding of regular meetings without other notice than such resolution.

5.6. **Special Meetings.** Special meetings of the Board of Directors may be called by, or at the request of, the President, or by any two Directors. All special meetings of the Board of Directors shall be held at the principal office of the Corporation or such other place as may be specified in the notice of the meeting.

5.7. **Notice.** Notice of any special meeting shall be personally delivered, telephoned or e-mailed to each Director at least twenty-four (24) hours prior to thereto or mailed to each Director at his/her business address at least two (2) days prior to the time of the meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.8. **Quorum.** A majority of the number of incumbent Directors fixed by, or determined in accordance with, the Articles of Incorporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

5.9. **Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by law, by the Articles of Incorporation, or by these Bylaws.

5.10. **Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in the office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of the majority of the members of the Board of Directors for a term of office continuing only until the next election of Directors by the

Sutherland Homeowners Association Bylaws

Corporation's Members.

5.11. **Compensation.** Only by a vote of a majority of the Members present at the an annual meeting may each Director be paid his/her expenses, if any, of attendance at each meeting of the Board of Directors.

A Director may receive payment from serving the Corporation in any other capacity only by an affirmative vote of majority of the members of the Board of Directors at a regular meeting. Such vote, including abstentions, shall be specifically noted in the Minutes of the meeting.

5.12. **Conflict of Interest.** A potential conflict of interest exists whenever a Director and/or his/her family within the second degree of kindred, is to receive any compensation from the Association for any purpose. Each instance of such a potentiality is to be reported to the Board of Directors as an agenda item at a regular meeting and requires a specific affirmative vote of a majority of the Directors before the compensation can be paid. The Minutes of the meeting shall reflect the actual vote of each Director. The Director to receive the compensation shall abstain from voting.

5.13. **Action by Written Consent.** Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is noted by all of the Directors, either personally or by fax, mail or e-mail by or at the direction of the President or Secretary, or person calling the meeting, to each member or record entitled to vote and such written consent is filed with the Minutes of the proceedings.

5.15. **Other Committees.** The Board of Directors by an appropriate Bylaw or resolution may provide for such committees as may appear necessary for the effective management of the business of the Corporation, and give such committees powers and duties as may seem proper, and provide when and how often any such committee shall meet, how its meetings shall be called, and at what time those meetings may be held. One Director shall be a member of each other committee and shall act as the liaison with the Board of Directors and the committee.

ARTICLE 6 **Officers**

6.1. **Officers.** The officers of the Corporation shall be a President,, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two of the offices of Vice President, Secretary and Treasurer may be held by the same person.

6.2. **Election an Term of Office.** The officers of the Corporation may be elected by the Board of Directors at the first, and thereafter at each annual, meeting of the Board of Directors. If the election of officers is not held at any such meeting, such election shall be held as soon thereafter as is practicable. Vacancies may bed filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall be duly elected or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided.

6.3. **Removal and Resignations.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interest of the Corporation would be served. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer of the Corporation

Sutherland Homeowners Association Bylaws

may resign at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4. **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the affirmative vote of a majority of the members of the Board of Directors for the unexpired portion of the term.

6.5. **President**. The President Shall:

(a.) Be the chief executive officer of the Corporation and shall supervise and control the affairs and business of the Corporation, subject to control by the Board of Directors;

(b.) Preside at all meetings of the Members and of the Board of Directors;

(c.) Have the authority, acting alone, to sign and deliver any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed;

(d.) Have such other powers and other duties as the Board of Directors may assign.

6.6. **Vice President**. In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

6.7. **Treasurer**. The Treasurer shall:

(a.) Have charge, custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and be responsible for the deposit of all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of the Bylaws;

(b.) Keep adequate and current accounts of the Corporation's affairs and transactions and provide timely reports to the Board of Directors; and,

(c.) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of

Sutherland Homeowners Association Bylaws

Directors shall determine.

6.8. **Secretary**. The Secretary shall:

- (a.) See that all notices are duly given in accordance with these Bylaws or as required by law;
- (b.) Keep the Minutes of the Members' meetings and the Board of Directors' meetings;
- (c.) See that the Minutes of each Board of Directors' meeting are complete and indicate all Board members who are present, all business items discussed and record the votes of each member on each item, including abstentions;
- (d.) Be custodian of the corporate records and of the seal, if any, of the Corporation; and
- (e.) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

6.9. **Other Offices**. Other officers and agents of the Corporation shall have such authority and perform such duties in the management of the Corporation as shall be assigned to them by the Board of Directors.

ARTICLE 7 **Assessments**

7.1. **Architectural Review Committee**. The Board of Directors shall have the power to appoint an Architectural Review Committee, which shall review potential additions and changes to Sutherland lots, buildings and appurtenances, analyze complaints to the Board regarding violations of covenants, conditions and restrictions or zoning laws and shall make appropriate recommendations to the Board of Directors. The Committee shall also perform such other functions as the Board of Directors determines. The Board may ask the Committee to recommend rules and regulations which will assist in maintaining the quality of the subdivision. One Director shall be a member of the Architectural Review Committee and shall act as a liaison between the Board of Directors and the Committee.

7.2. **Pool, Tennis Court and Clubhouse Committee**. The Board of Directors shall have the power to appoint a Committee which shall focus on the maintenance and use of the pool, tennis court and clubhouse. The Committee may recommend rules and regulations pertaining to these facilities to the Board of Directors. One Director shall be a member of the Pool, Tennis Court and Clubhouse Committee and shall act as a liaison between the Board and the Committee.

7.3. **Other Committees**. The Board of Directors by an appropriate resolution may provide for such other committees as may appear necessary for the effective management of the business of the Corporation, and give such committees powers and duties as may seem proper, and provide when and how often any such committees shall meet, how meetings shall be called, and at what time those meetings may be held. One Director shall be a member

Sutherland Homeowners Association Bylaws

of each other committee and shall act as the liaison between the Board and the committee.

ARTICLE 8 Assessments

8.1. **Definitions.** As used in these Bylaws these terms shall have the following meanings:

(a.) "Annual Assessment" shall mean the amount of the annual assessment levied on each lot from time to time by the Board of Directors. There shall be one annual assessment for each lot and for the combined lots which are in effect as of January 1, 2001.

(b.) "Special Assessment" shall mean the special assessment provided for in the Declaration.

(c.) "Payment Date(s)" shall mean the dates set for the payment of any assessment by the Board of Directors.

8.2. **Payment of Annual Assessment.** Annual Assessments shall be payable as follows:

(a.) Annual Assessments shall be payable in advance on the Payment Date(s).

(b.) If a dwelling or lot is sold during a calendar year, the amount of the Annual Assessment for that calendar year shall be prorated, and the purchaser shall be liable for Assessments only for the portion of the calendar year beginning on the date of sale of the lot.

(c.) No Member shall be entitled to a refund of any Annual Assessment upon the sale of the lot.

8.3. **Increase or Decrease in Annual Assessments.** The Board of Directors of the Corporation may from time to time increase or decrease the Annual Assessment.

8.4. **Payment of Special Assessments.** The Corporation may levy Special Assessments only with the assent of a majority of the votes of Members who are voting in person or by proxy at a special meeting called for this purpose. Written notice of a special meeting called for the purpose shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 30% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Special Assessments shall be payable as follows:

(a.) Within 30 days of the date of the special meeting at which the Special Assessment was levied; and

(b.) No Member shall be entitled to a refund of any Special Assessment upon the sale of a lot.

ARTICLE 9
Indemnification of
Directors, Officers and Employees

9.1. **Indemnification.** The Corporation shall, to the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Nonprofit Corporation Acts, indemnify each Director, officer and employee of the Corporation against expenses (including attorneys' fees), judgements, taxes, fines and amounts paid in settlement incurred by such person in connection with, and shall advance expenses (including attorneys' fees) incurred by such person in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative, or investigative) to which such person is, or is threatened to be made, a party by reason of the fact that such person is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, member, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of any undertaking, with such security, if any, as the Board of Directors may reasonably require, by or on behalf of the person seeking indemnification to repay amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized herein.

9.2. **Nonexclusivity of Indemnification.** The indemnification provided for by this Article 9 shall not be deemed exclusive of any other rights to which Directors, officers or employees of the Corporation may be entitled under any statute, agreement or action of the Board of Directors of the Corporation, or otherwise, and shall continue as to a person who has ceased to be a Director, or officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE 10
Contracts, Loans, Checks and Deposits

10.1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and execute and deliver any instruments in the name of and behalf of the Corporation. Such authority may be general or confined to specific instances.

10.2. **Loans.** No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors which shall be duly recorded in the Minutes of the Corporation. Such authority may be general or confined to specific instances.

10.3. **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

10.4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited, from time to time, to the credit of the Corporation in such banks, trust companies and other depositories as the Board of Directors may select.

Sutherland Homeowners Association Bylaws

ARTICLE 11
Miscellaneous

11.1. **Amendments.** The Board of Directors shall have the power and authority to alter, amend or repeal these Bylaws by an affirmative vote of a majority of the entire Board of Directors, except that an amendment to Section 8.4 of these Bylaws shall require the consent of the Members as set forth therein.

11.2. **Fiscal Year.** The Board of Directors shall have the power to fix, and from to time change, the fiscal year of the Corporation.

11.3. **Construction.** Unless the context specifically require otherwise, any reference in these Bylaws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

11.4. **Limitations.** Notwithstanding any other provision hereof, the Corporation shall take no action contrary to the provisions of Article 3 of the Corporation's Articles of Incorporation, and if at any time the Corporation is a private foundation or a private operating foundation as such terms are defined in the Internal Revenue Code of 1954, as amended ("Code"), then the Corporation shall only act as permitted under the Code without subjecting the Corporation to additional taxes imposed under Subchapter A, Chapter 42, Subtitle D of Code.

The above Bylaws of this Corporation were adopted
by the Board of Directors on January _____, 2001,

, Secretary

SUTHERLAND COMMUNITY ASSOCIATION

RULES AND REGULATIONS

These rules and regulations have been adopted by the Board of Directors of the Sutherland Community Association, Inc. It is anticipated that they may be amended from time to time. Additions or alterations will be published in the newsletter.

1. MEMBERSHIP

- 1.1 Sutherland Community Association Membership in the Community Association is set forth in the Declaration of Covenants, Conditions, and Restrictions for Sutherland and is limited to Sutherland property owners and their eligible family members, their tenants or contract purchasers who reside on the property. Subject to the Declaration of Restrictions and these rules and regulations, Community Association members in good standing shall be entitled to the use and enjoyment of any common property owned by the Community Association and any facilities located on that property.
- 1.2 The amount, payment schedule, and annual payment date of Association assessments shall be determined by the Board of Directors. Presently, Homeowners' dues are assessed on January 1st. They are due no later than January 31st. After January 31st, late fees accrue at 1½% monthly. Liens will be placed on properties with additional attorney's fees assessed on balances not paid within 90 days of the due date.
- 1.3 For the purposes of these rules and regulations, a member shall be any person who is eligible to be included on the membership. A membership may include all members of the family who reside full-time at the membership address and dependent children of that family. A membership shall include at least one adult.

2. RESPONSIBILITY AND LIABILITY

- 2.1 The Association assumes no responsibility for the personal property of any member or guest.
- 2.2 The Association assumes no responsibility for any accident or injury resulting from the use of Association facilities.
- 2.3 A member is responsible for the conduct, dress, and charges of his or her guest(s).
- 2.4 A member is liable for any damage or loss caused to Association property by the member or the member's guest(s).

3. GUESTS FOR POOL, TENNIS AND CLUBHOUSE

- 3.1 Guests are welcome to use the same facilities to which the host member is privileged when accompanied by the member who has paid his/her annual Homeowner Association fees, subject to the rules and regulations, and unless the facility is reserved for a member-only function.
- 3.2 Each member household will be allotted four guests each month for the use of the pool and tennis courts. In the event a member household exceeds the four guests in a month, the member household is to pay \$3 per guest thereafter. Any additional fees are to be tendered to the lifeguard on duty.
- 3.3 By definition, a "guest" may consist of up to 6 family members at the same time.
- 3.4 A babysitter/nanny is not considered a guest for member households that use a babysitter/nanny to accompany their children to the pool.
- 3.5 Each member shall sign in with his/her name, address, phone number, number in party and number of guests before entering the pool area.

4. MISCELLANEOUS

- 4.1 Signs - Signs, posters, and notices shall not be posted on any Association property or be nailed or affixed in any way to trees, buildings, walls, fences, street lights, or existing signs.
- 4.2 Pets - Pets, except as specifically restricted in other sections of these rules and regulations, are permitted on the common property owned by the Association only when on a leash and under the control of the owner. It is the responsibility of the pet owner to remove any excrement left by their pet in common or easement areas. Invisible fencing for pets must keep a pet a minimum of 10 feet from the edge of the sidewalk closest to the residence.
- 4.3 Trash - Trash, rubbish, landscape debris, and similar material shall not be placed on or near common property nor in or near a lake, stream, or drainage easement. All litter should be properly disposed.
- 4.4 Vehicles - Vehicles shall be parked only in the designated parking areas. Automobiles, motorcycles, mini-bikes, and bicycles may enter Association premises only by way of paved streets and Association driveways, and must park in the Association parking lots. Operating licensed or unlicensed motorcycles, "all-terrain" vehicles, or mini-bikes elsewhere on Association property is prohibited. No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision. No bus, mobile home, motor home, trailer, truck, motorcycle, commercial vehicle, camper trailer, camping unit, camping vehicle or boat may be parked or kept on any lot in Sutherland at any time unless housed in a

closed garage or basement. Any vehicle determined to be objectionable or unsightly by the Sutherland Community Association Board of Directors must, upon notice, be kept in a closed garage or basement or removed from Sutherland.

- 4.5 **Fires** - Fires, other than those started and contained in permanent grills provided for cooking purposes, are prohibited.
- 4.6 **Firearms** - Firearms, air rifles, bows and arrows, and any other weapons shall not be brought onto Association property. Hunting and trapping are prohibited on Association property.
- 4.7 **Advertisements** - No articles or tickets of any kind shall be offered for sale, no subscription lists or petitions shall be circulated, or advertisements displayed anywhere on Association property.
- 4.8 **Sale of Merchandise** - Persons other than those contracted by the Association may not engage in the sale of merchandise or services on Association property.
- 4.9 **Conduct** - Loud, quarrelsome, or obscene conduct and profanity are prohibited on Association premises.
- 4.10 **Vandalism** - Vandalism, willful defacing, or destruction of Association property is prohibited.
- 4.11 **Mailboxes** - All mailboxes in Sutherland are the standard box currently available through *the* Management Company. If a mailbox is damaged, the homeowner is responsible to Sutherland Community Association for any repairs or replacement, and for obtaining reimbursement from the party responsible for the damage (if known). Please call our Management Company, Kentucky Commercial Services, at 458-5112 regarding current cost or installation.
- 4.12 **Lawn Maintenance** - It is the duty of each homeowner to keep the grass on their lot properly cut, to keep it free from weeds, waste and trash, and to keep it otherwise neat and attractive in appearance.
- 4.13 **Signs** - No sign for advertising or for any other purpose shall be displayed on any lot or on a building or structure on any lot, except one neat and attractive sign, no larger than nine square feet, for advertising the sale or lease of the property.
- 4.14 **Nuisances** - No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- 4.15 **Yard Sales** - Yard sales are not allowed within the neighborhood.
- 4.16 **Animals** - No animals, including reptiles, livestock or poultry of any kind, shall be

raised, bred or kept on any lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographical area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

4.17 Clotheslines, Tennis Courts

- (a) No outside clotheslines shall be erected or placed on any lot.
- (b) No tennis court fence shall be erected on any lot in the subdivision unless the fencing has a green or black coating. The plans for the fence need to be approved by the Association in writing.

4.18 Rules for Common Areas - The Community Association is authorized to adopt rules for the use of common areas and such rules shall be furnished in writing to the lot owners.

4.19 Approval of Construction and Landscape Plans

- (a) No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.
- (b) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) views of the house (front, rear and side elevations); (iii) the relationship of the finished grade of the front or side yard to the top of the curb; (iv) the type or exterior material (including delivery to the Association of a sample thereof, if requested); (v) the color of paint or stain to be applied to any exterior surfaces (including delivery to the Association a sample thereof, if requested); and (vi) the location and size of the driveway (which, unless otherwise approved by the Association, shall be constructed of exposed aggregate concrete), shall have been approved in writing by the Association.
- (c) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Association for its approval in writing. (The city of Prospect must also approve the plans; a building permit is required prior to construction).

4.20 Duty to Repair or Rebuild

- (a) Lot owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear.
- (b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

4.21 **Business; Home Occupation** – No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4.22 The Association's Board of Directors and the Management Company have full authority to enforce these rules and regulations. Violations are to be drawn to the attention of the member and reported to the Management Company for appropriate action. 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 a member's guest to adhere to these rules and regulations may result in the suspension of the member's privileges, expulsion and/or additional assessment fees.

5. CLUBHOUSE

5.1 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 shall be treated accordingly.

5.2 Swimming attire is not permitted in the Clubhouse. Exercise attire is permitted in the Clubhouse only if a dry warm-up suit or jogging suit is worn over the exercise clothing.

5.3 Food or beverages may not be brought into the Clubhouse from off the Association's premises except as authorized for special functions.

5.4 Pets are not permitted in the Clubhouse.

5.5 No property or furniture shall be moved from the room in which it is placed, and no article belonging to the Association shall be removed from the premises without the approval of the Management Company.

5.6 Arrangements for private functions may be made through the Management Company at fees prescribed by the Board of Directors. All party decorations must be approved by the Management Company. Presently, the rental charge is \$125 for the entire day, with a \$500 damage deposit.

6. POOL

6.1 HOURS OF OPERATION

Memorial Day Weekend through Labor Day Weekend
OPEN DAILY 11:00 A.M.- 9:00 P.M.

- 6.2 Pool hours may vary due to inclement weather, maintenance, special functions, or when school is in session.
- 6.3 A 10-minute break may be called by the lifeguard on the hour, during which time the only persons permitted in the pool shall be persons age 18 and older and children age 4 and under who are in the water with an adult.
- 6.4 No one may enter the pool areas during normally closed hours or when an Association-employed lifeguard is not on duty.
- 6.5 In the event of lightning or thunder, the pool and pool area shall be cleared, and no one shall re-enter the areas until 20 minutes after the last occurrence.
- 6.6 Food brought from off the Association's premises must be kept and consumed on decks or the lawn area, and all litter must be disposed of properly.
- 6.7 Swimmers shall wear appropriate swimwear. Cut-offs shall not be permitted in the pools. For health reasons a child that is not yet toilet trained is required to wear a swim diaper in both pools.

7. HEALTH DEPARTMENT REGULATIONS

- 7.1 All persons using the swimming pools shall take a cleansing shower before entering the pool.
- 7.2 Any person having any skin disease, sore, or inflamed eyes, nasal or ear discharge, or any communicable disease shall be excluded from the pool. Persons wearing bandages shall not be allowed in the pool. Persons with open blisters, cuts, etc. shall be advised not to use the pool.
- 7.3 Spitting, spouting, blowing the nose, etc. in the pool shall be strictly prohibited.
- 7.4 Running, throwing objects, pushing or dunking others in the pool, and similar boisterous or rough play shall not be permitted in or around the pool or in the restrooms.
- 7.5 Diving shall not be permitted.
- 7.6 No glass containers shall be permitted on the pool deck.
- 7.7 No food, beverages, or smoking shall be permitted within six feet of the edge of the pool. All refuse must be deposited in appropriate receptacles.
- 7.8 **Children under 12 years of age must be accompanied by an adult (or a responsible person designated by the child's parents and acceptable to the management as the child's babysitter) who will be responsible for their conduct and safety.**

7.9 Pets shall be excluded from the pool areas.

Any object brought into the pool area is subject to the approval of the lifeguard. Skateboards, roller skates, roller blades, and the like, including bicycles, shall not be permitted in the pool area. Rafts are permitted in the pool except in cases of overcrowding.

The pool area may be available for private functions during normally closed hours throughout the summer season upon approval of the manager at fees prescribed by the Board of Directors. At least one Association-employed lifeguard shall be on duty during any such function.

Lifeguards have complete authority to enforce pool rules and regulations. The pool staff or manager may expel anyone from the pool area who acts improperly or fails to cooperate in maintaining safety or observing pool rules.

8. TENNIS COURTS

8.1 HOURS OF OPERATION

Year-round: Dawn until dusk, 7 days per week, weather permitting.

8.2. The courts are for the use and enjoyment of Sutherland members and their guests only. Guests must be accompanied by a member at the courts.

8.3 Food and alcoholic beverages may not be brought from off the Association's premises into the tennis court area except as authorized for special functions.

8.4 ATTIRE - Players shall wear clothing appropriate to the tennis courts. Shirts must be worn at all times. Swimwear is not permitted on the tennis courts. Only soft-soled shoes shall be permitted on the tennis courts.

8.5 RESERVATIONS AND WALK-ON TIME (MAY-SEPT.)

a. Reservations may be made one day in advance by signing the reservation sheet posted on the tennis court bulletin board.

b. Each member may play on reserved time a MAXIMUM of 1 hour per day for singles, or 1-1/2 hours per day for doubles, providing court time is available.

c. The full names of all persons playing on reserved time shall be written on the reservation sheet at the time the reservation is made.

d. Adults have priority over juniors under age 16 using the courts ONLY on WEEKDAYS AFTER 5:00 p.m. AND ALL DAY ON SATURDAYS, SUNDAYS, AND HOLIDAYS. During these times, however, if no adults are

waiting to play and the courts are not reserved for leagues or the pro, juniors may claim a court and play until the next hour (12:00, 1:00, 2:00, etc) without surrendering the court to any adult members who may arrive; after that time, juniors must surrender the court to any waiting adult members.

- e. A reservation shall be held 10 minutes past the reserved starting time. After that, the court is available for walk-on play.
 - f. Players shall surrender the courts to leagues and the pro according to the posted schedule, no matter what time the players claimed the court.
- 8.6 All rules of tennis etiquette shall be adhered to at all times. Profanity will not be tolerated. Jumping on or over nets is prohibited.
- 8.7 Use of tennis courts is limited to tennis. No bicycles, skateboards, roller skates and the like, or games other than tennis are permitted on the courts.
- 8.8 Spectators and children who are not playing tennis shall remain outside the court fencing.
- 8.9 The Tennis Pro and Staff have full authority to enforce these rules and regulations and may expel anyone from the courts who acts improperly or fails to cooperate in observing court rules.
- 8.10 RESIDENTS, THE PRO, and STAFF have full authority to request proof of membership from any person using the courts, and to request non-members to leave the courts.

9. LAKES

- 9.1. No docks, piers, or permanent rafts shall be installed on either lake, with the exception of any structures installed by the Association.
- 9.2 No person, watercraft or vehicle of any description shall be permitted in or upon the lakes, except for maintenance or safety purposes as determined by the Board of Directors.
- 9.3 Ice skating or walking on the frozen surface of the lakes is not permitted.
- 9.4 Fishing by members and their guests is permitted subject to state laws. Guests must be accompanied by a member of the Sutherland Community Association.
- 9.5 Feeding the waterfowl is not allowed.

SUTHERLAND DEED RESTRICTION HIGHLIGHTS

The following items require written approval from the Sutherland Community Association (SCA) Board of Directors:

Please call our Management Company, Kentucky Commercial Services, with any other questions--(502)458-5112

FENCES AND DECKS

To obtain approval for a fence or deck addition, please submit a plot plan showing the location of your home on your lot, all easements and property lines, and the location and dimension of the fence or deck. Fences may not be constructed in the middle of a drainage swale or over a drainage pipe. Fences may be made of wood, brick, black wrought iron or ornamental aluminum. Chain Link fencing is not approved for use in Sutherland.

No fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved. No fence or wall shall extend beyond the rear wall of the residence. For corner lots, this restriction will be evaluated on an individual basis. All fences and walls shall be constructed so that the finished side thereof, as determined by the SCA Board of Directors in its sole discretion, shall face away from the lot upon which such fence or wall is constructed.

The City of Prospect requires a building permit prior to construction, and if any portion of the fence/deck encroaches on the gas easement, approval from the utility provider is required prior to construction as well.

SWIMMING POOLS, ROOM ADDITIONS, MODIFICATIONS TO EXISTING HOMES

To obtain approval for a pool, room addition or modifications to an existing home, please submit a plot plan showing the location of your home on your lot, all easements, property lines and building limit lines, and the location and dimensions of the pool, pool deck and pool equipment, room addition, or modification. In addition, a description of the style, materials and colors is needed. No above-ground swimming pool shall be erected or placed on any lot. For room additions or modifications to the home, front, rear and side elevations are also required. The requests must be submitted to the SCA Board of Directors.

PLAY EQUIPMENT

Play equipment includes, but is not limited to, open play structures, freestanding swing sets, slides, climbing bars, trampolines and basketball goals. (Enclosed playhouses with roofs are considered structures and are not permitted on any lot in Sutherland unless they are the portable, plastic types described below.) These items require that a plot plan, as mentioned above, showing the location, dimensions and picture of the equipment, and a description of its materials and colors be submitted to the SCA Board of Directors for approval.

Current policies for residential lots permit wooden play structures which are to be located at least 8 feet from the property line.

Current policies for basketball goals are: (1) if visible from the streets or walks, the backboards must be made of clear acrylic-type materials and posts should be black; (2) portable goals are not to be located in front of the home; and (3) basketball goals are not to be located past the front line of the home or attached to the front of the home or garage.

Sutherland does not require written approval for portable plastic play equipment often used by toddlers; however, we do request it be kept in the rear yard, out of sight from the street, and housed in a garage or basement when not in use.

VEGETABLE GARDENS, YARD ORNAMENTS, RETAINING WALLS, ETC.

Vegetable gardens exceeding 36 square feet, yard ornaments such as statues and fountains, and retaining walls also require written approval. Vegetable gardens are not to exceed 250 square feet. They are to be placed in a location that is hidden from surrounding neighbors and not visible from the street. The gardens are to be positioned at least 6 feet from all property lines. The tallest plants should not exceed 3 feet. The plot plan showing location and dimensions in relation to the home and a description and/or photo showing materials and other details should be submitted to the SCA Board of Directors.

SATELLITE DISHES

The placement of satellite dishes must be approved. In some instances, the SCA Board of Directors may require additional landscaping or the painting of the dish to blend with its surroundings.

Procedure for Requesting Additions and Modifications

The Sutherland Architectural Committee is responsible for reviewing all items requiring approval as set forth in the Sutherland Deed Restrictions.

All requests must be submitted in writing to the Architectural Committee. A letter with the homeowners' name, address, phone number, the item to be approved and the projected start/completion dates need to be included.

Requests for additions and modifications are to be submitted in writing to the Architectural Committee's Secretary. The current secretary is Aly Goldberg; please contact her through one of the means below:

Aly Goldberg
7405 Wycliffe Drive
Prospect, Ky 40059
Telephone 292-3248
Fax 292-3214
Ajgoldberg@insightbb.com