

**Hurstbourne Springs Condominiums  
Council of Co-Owners, Inc.**

**Rules and Regulations**

**October 2018**

# Hurstbourne Springs Condominiums

## Table of Contents

	<u>Page</u>
Introduction	3
Function of the Managing Agent	4
Association Dues	5
Property Use	6
Leases	6
No Solicitation	6
Complaints	6
Animals and Pets	6
Noise	7
Nuisances	7
Signs	7
Trash	7
Recycling	7
Hazardous Materials	7
Parking and Parking Areas	8
Garage Doors	8
Snow Removal	8
Speed Limit	8
Receivers/Transmitters	8
Landscaping	8
Pool	9
Clubhouse	10
Improvements	11
Improvements Request	11
Common Areas and Limited Common Areas	12
Homeowners Insurance	13
Violation Enforcement Process	13
Appendix	15

## **Introduction.**

Dear homeowner, welcome to Hurstbourne Springs Condominium community. Condominium living may be new to you and these Hurstbourne Springs Condominium Rules and Regulations along with the ByLaws, the Master Deed and Declaration, and the Articles of Incorporation are the documents that govern this association. In addition to these documents you will find specific information regarding Kentucky state laws that govern condominium regimes under Horizontal Property Law, Kentucky Revised Statutes 381.805 to KRS 391.910 and applicable provisions of the Kentucky Condominium Act, KRS 381.9101 to KRS 381.9207. It is important that you familiarize yourself with these governing documents. The Hurstbourne Springs Condominium documents may be found on the web at; [mulloyproperties.com](http://mulloyproperties.com).

The Unit owners in Hurstbourne Springs are referred to as the Council of Co-Owners (the Council). The Council is responsible for managing the assets of the Association and insuring that all Unit owners abide by the Rules and Regulations, the Bylaws and the Master Deed and Declaration. Each person (s) that own a fee simple interest in a Unit are automatically an owner and member of the Council. When a Unit owner transfers the property to another party, membership automatically terminates, and the purchaser becomes an owner and member of the Council.

The Council delegates management responsibilities to an elected Board of Directors. Each Director must be an owner or the spouse of an owner. Rules governing the election, term and authority of Board Members are set out in the Bylaws and Master Deed. Currently there are seven Board members. The Board shall elect Officers whose duties, functions and obligations are also set out in the Bylaws and Master Deed. Currently there are four officer positions; President, Vice President, Secretary, and Treasurer.

The Board of Directors has the authority to hire a manager or managing agent to perform most or all of the duties and responsibilities of the Board, under Board supervision. The Managing Agent is currently under a one year contract. The current Managing Agent is Mulloy Properties, LLC. Their address, phone number, web address and email are:

Mulloy Properties LLC  
P.O. Box 436989  
Louisville KY 40253  
502-618-5900 502-498-2413  
FAX [www.mulloyproperties.com](http://www.mulloyproperties.com)

The current Managing Agent from Mulloy for Hurstbourne Springs is Lisa Thieneman.  
email: [lthieneman@mulloyproperties.com](mailto:lthieneman@mulloyproperties.com).

## **Functions and Duties of the Managing Agent**

The duties of the Managing Agent are governed by the Board of Directors. These duties may change from time to time and shall include, but are not limited to, the following.

### **Contracting for services**

Maintenance, legal, professional services, utilities, etc.

### **Supervising maintenance and repair operations**

Managing maintenance request from owners for those items that are the Associations' responsibility. Also facilitating the repairs and ongoing maintenance of the day to day operation of the regime. Managing special repairs and maintenance including capital improvements to the association's Common Elements.

### **Bookkeeping**

Collecting condominium fees from owners. Paying all Common Expenses of the association including major capital improvements. Recording and maintaining all financial and administrative files for the association. Establishing and maintaining bank accounts for the condominium operating and reserve accounts. Collecting and reporting interest payments on association certificate of deposits.

### **Financial reporting**

Preparing monthly, year to date, and year-end income statements and balance sheet for the Board of Directors. Preparing monthly delinquency reports for owners condominium fees. Preparing financial information for audit and tax preparation.

### **Insurance**

Communication with insurance company including obtaining annual renewal contracts, filing and managing claims. Managing the confirmation of owners correct insurance coverage for Unit owners.

### **Maintaining files**

Maintaining current homeowners names, addresses and phone numbers. Maintaining files on owner violations, contractors files, contracts, insurance, and in general any files for the association's continuing operation.

### **Services provided to Mortgage Companies**

Complete forms and questionnaires for mortgage companies, provide association legal documents when requested, including Master Deed, Bylaws, Rules and Regulations, budgets, operating statements and balance sheets, and proof of insurance. Fees for these services may be charged by the Managing Agent.

### **Communication with owners/residents**

Review written and verbal complaints, write warning letters and discuss continuing violations. Provide updated information and changes in the association. Communicate notices of annual and special meetings. Maintain the web site for association legal documents, financial documents including Board meeting minutes.

### **Condominium meetings**

Prepare information for monthly, annual and special meetings. Send notices to owners regarding annual and special meetings. Manage annual election of Directors. Attend all meetings and participate as needed. Provide updated information of financial reports, management reports and special projects.

### **Emergency, after normal work day hours ONLY 502-664-3966**

By calling this number a voice mail system will explain what to do if you have a maintenance emergency. You must leave your name, address and telephone number and a member of their maintenance staff will respond promptly. Please complete the attached emergency form and return it to the management company .

### **Associations Dues**

Monthly homeowner dues are determined annually during the budget process. Each year the Board of Directors must prepare an annual budget that provides for the ongoing operation of the association and for major capital replacements and improvements. Once the expense budget is finished the Board must allocate those expenses to Unit owners according to their respective ownership interest. Each year the management company will notify the owner of the current year dues amount.

The annual dues are divided into monthly installments due on the first of each month. There is a \$35 late fee assessed if payment is not **received** by the 15th of the month due. The \$35 late fee will continue each month until paid.

Residents are responsible for making payments on time. Coupon books are mailed annually unless you are on automatic funds transfer or direct payment from your bank. Payments can be **mailed** to the management company at:

Mulloy Properties LLC  
PO Box 436989  
Louisville KY 40253

**Automatic funds transfer** are highly recommended. This not only simplifies the monthly payment but avoids late fees. Please fill out a funds transfer form and return it to the Managing Agent. A funds transfer form is attached.

## **Property use**

Each unit shall be used only for single family residential purposes and there shall be no subdivision or partition of any Unit. No business or trade of any kind (other than a typical home office that does not involve visiting customers) shall be conducted in any Unit, nor shall any other activity be conducted in any Unit which constitutes or may become an annoyance or nuisance or illegal activity, as determined by the Board.

No bus, mobile home, trailer, camping Unit, camping vehicle, motor home, or other vehicle, or tent, or any structure other than the unit, shall at any time be used as a residence, temporarily or permanently, unless approved by the Board of directors in advance.

## **Leases**

Hurstbourne Springs Master Deed contains restrictions on leasing or renting your Unit. These restrictions may be found in Amendment 42 Article V, Section 5.3 of The Master Deed, which is available on the Managing Agents' web site.

## **No Solicitation**

Solicitors are not permitted in Hurstbourne Springs. Any Unit owner who is contacted by a solicitor on the property is requested to notify the Property Manager.

## **Complaints**

Complaints regarding the management of the association or regarding actions of other unit owners shall be made in writing (letter or email) to the Property Manager.

## **Animals and pets**

No animals of any kind shall be raised, bred or kept in any unit or on the Common or Limited Common areas, except dogs, cats or caged birds may be kept in a unit subject to the following.

1. All pets shall be controlled so as not to create a nuisance while within or out of the owners Unit. Please be considerate especially to those who are not pet lovers.
2. Pets must be licensed per Jefferson County Law.
3. Doghouses or other structures intended for the keeping of pets are not allowed in the Common or Limited Common areas including decks and patios. Pets are not allowed to be staked or tied in any Common or Limited Common areas.
4. All pets must be on a hand-held leash controlled by the owner while outside of the Unit unless the pet is contained within the fenced area of the unit owners Limited Common area and controlled by the Unit owner.
5. Pets are not allowed in the pool area or the clubhouse.
6. All owners are required to be responsible pet owners which includes removal of any pet waste, controlling pet urination so as not to damage plants and shrubs and controlling pet so as not to create a nuisance or danger.

7. All complaints regarding pets are to be in writing (mail or email) to the Management Company. Owners/residents are encouraged to discuss animal complaints with the pet owner prior to filing a complaint.
8. Repeated offenses of these pet rules are subject to penalties. Pet owners will be notified in writing of violations and if not corrected may be fined. Pet owners will also be liable for any damages caused by their pet (s) such as damage to landscaping and digging.

## **Noise**

No owner or resident shall make or permit to be made any disturbing noises that will unreasonably interfere with the rights, comfort and convenience of other Unit owners and residents.

## **Nuisances**

No noxious or offensive or illegal trade or activity shall be conducted in any Unit or in the common areas of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to other Unit owners or residents.

## **Signs**

No signs for advertising or for any other purpose shall be displayed anywhere in the common areas, except one sign for advertising the sale of a Unit, which shall not be greater in area than nine square feet.

## **Trash**

No Common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or any hazardous materials. Trash, garbage or other waste shall not be kept in any unit or in the Common areas. The current pick-up day is Tuesday. Each owner is given one container. Please make sure all trash is secured in your trash container as the trash company may not pick up anything outside the container. All containers must be stored in the garage, taken out the night before pick-up and stored back in garage the day after.

Trash is not picked up on Tuesday when the day falls on a holiday. It will however be picked-up the following business day.

## **Recycling**

There is no recycling provided by the Homeowners Association. Recycling may be purchased individually by Unit owners. If Unit owners do receive recycling each owner is required to follow the same procedure for storing recycling containers as set forth in the TRASH procedures.

## **Hazardous Materials**

Each unit owner shall indemnify and hold harmless the Board of Directors and the Council of Co-Owners from any and all liabilities, damages, actions and cause of action, cost and expense rising from or related to the storage, generation, or disposal of or use of any hazardous substances and/or permitted by such unit owner to be released within Hurstbourne Springs Condominiums during the ownership of the unit by such Unit owner.

## **Parking and parking areas**

No owner shall continuously or habitually park any automobile on the streets within the condominium regime and in no event shall any automobile be parked overnight on any street. This also applies during periods of heavy snowfall to allow for snow removal. No vehicles can be permanently parked in guest parking. Except for vendors providing service to Unit owners, no parking of large trucks, boats, trailers and other large vehicles, are permitted on the streets.

There is no parking permitted, in front of fire hydrants, mail boxes or blocking other Unit owners driveways, at any time.

Inoperative vehicles or vehicles without current license must be parked in the garage.

## **Garage Doors**

Residents are strongly encouraged to keep garage doors closed when ever possible. An open garage door is an invitation to a thief or even an intruder to your home. This is consistent with Public Safety Tips. In addition, this will improve the overall appearance of the Hurstbourne Springs Condominiums Association.

## **Snow removal**

Snow removal is generally activated when there is three (3) inches or more accumulation or at the Board's discretion.

## **Speed limit**

The speed limit in the community is 15 MPH.

## **Receivers/Transmitters**

No antenna or microwave or other receivers or transmitters (satellite dishes) shall be erected or placed in any Unit or in any Common areas (including any roofs) of the association unless approved by the Board in writing.



## **Landscaping**

The Association is responsible for the original landscaping that was planted by the builder or if the Association has replaced the plant(s).

If the owner has planted trees, bushes or shrubs with the Association's approval, these trees, bushes, or shrubs are the responsibility of the Unit owner.

When an owner has a landscape issue with a dying or dead tree, bush, shrub, or grass, they should complete a Landscape Request Form and deliver, mail or email this form to the Managing Agent. The Managing Agent will process and notify the Landscape Committee who will review and make recommendations to the Board.

No work shall be started until the Board has approved the request in writing. Any landscaping request may be modified, conditioned, approved as is, or declined by the Board.

Most landscaping maintenance and especially replacement will happen when the climate is most favorable, generally the Spring or Fall.

The complete Landscape Policy and Landscape Request Form may be found in the Appendix.

## **Pool**

The Hurstbourne Springs community pool is a great asset we all can enjoy. The use of public pools is heavily regulated by the local Louisville Metro Health Department. Consequently their rules along with common sense safety dictates a greater degree of rules and regulations and more responsibilities on all of us.

The pool generally opens around Memorial Day and generally closes around Labor Day. When open the hours of operation are from 9:00 AM to 9:00 PM. THERE IS NO LIFE GUARD ON DUTY AT THIS POOL.

The following rules apply to all owners, residents, and guests:

1. No one may be in the pool alone and not more than five individuals in the pool at any one time.
2. Persons under 18 years must be accompanied by an adult.
3. While drinks and snacks are permitted while in the pool area they are never permitted while in the pool.
4. No glass containers are permitted in the pool area.
5. All owners, residents and guests are responsible for the removal of their trash to properly covered sanitary containers.
6. Proper swimming attire is required.
7. No running diving or rough play is allowed.
8. All persons must shower before entering the pool.
9. No pets are allowed in the swimming pool area.
10. No alcohol allowed in the pool area.
11. All residents must sign in and include any guests.

12. The pool is not available for private pool parties or events.
13. The pool is for owners, residents and authorized guests only. Owners must be present with guests at the pool.
14. Persons are not permitted in the pool that have a contagious disease or other condition that may cause danger to themselves or others using the pool (including intoxication).
15. **Neither the association nor the management company is responsible for injuries or death to homeowners, residents or guests while using any recreational facility. The unit owner is responsible for any damages caused by themselves their residents and guests. These rules are defined by the Louisville Metro Health Department and must be followed to the letter.**
16. **Fines or penalties may be charged for violations.**

## **Clubhouse**

The clubhouse is an excellent community facility providing a well equipped exercise room, a full kitchen, dining room, living room, study and two bathrooms. There is also a storage room upstairs and another behind the kitchen. Residents are given a key upon purchase of their unit which is used to enter both the clubhouse and the pool. There are no established hours for use of the clubhouse, however, all owners are urged to use common sense and respect for others when using the facilities.

The clubhouse is available for rent by owners in good standing. The Board sets the rental rate as low as possible to cover utilities, maintenance and insurance. The current rent is \$100 for the day. A \$100 deposit is also required. The deposit fee will be refunded upon satisfactory cleaning of the premises and if there is no damages while renting, or may be forfeited and the cleaning will be done by others.

**Rental** Each unit owner wishing to rent must complete a rental agreement and abide by the rules. These rules are as follows:

1. No smoking.
2. No pets
3. No one is allowed to use the exercise facilities while renting the clubhouse.
4. The front yard is not included in the clubhouse rental and may not be used for any activities.
5. The owner reserving the clubhouse must attend the event and assumes all responsibility for the actions of their guests while using the facility.
6. Unit owners may reserve the Clubhouse for private events any available day or evening from 9:00 am to 12:00 midnight.
7. Reservations must be made at least one week in advance but not more than four (4) months in advance.
8. Fire restrictions restrict the total capacity of guests to 68 persons.

9. Attendees must wear proper attire and respect the privileges of residents in their use of the facilities. Noise levels are to be kept reasonable, especially during late evening and night hours.
10. Any owner furnishing alcohol must provide proof of insurance prior to the event, which proof of insurance should accompany the rental agreement.
11. Damages caused during the rental event will be taken out of the deposit and overages will be billed to the owner who reserved the clubhouse.
12. If you are cleaning the facility yourself you must leave the facility as you found it. Windows and doors closed and locked, thermostat set per posted rules, and trash taken to outside bins.
13. Check the clubhouse bulletin board for cleaning specifics. We ask that you furnish your own supplies.

Owners may call Debbie Lovell for rental forms and information. 502-298-9061.

### **Exercise Room Rules**

1. The exercise room is for the use and enjoyment for all owners, residents and their guest. An adult owner/resident must accompany all guests. Each owner/resident is restricted to two (2) guests.
2. Persons under the age of 18 are not permitted to use the exercise equipment.
3. Food, smoking and beverages (except water) are not permitted in the exercise room.
4. Proper use of exercise equipment is required.
5. The last person leaving the room should insure that all machines, televisions, radios, and lights are turned off, windows and doors shut and locked.
6. Thermostats are set for winter and summer temperatures and should not be reset. Windows and doors are not to be opened when the HVAC is operating. If the HVAC is not working properly, please contact the management company.
7. Exercise at your own risk. Please consult a physician prior to commencing any exercise program(s).

**Neither the association nor the Managing Agent is responsible for injuries to owners, residents or their guests while using any recreational facility. The unit owner is responsible for any damage caused by the owner, resident or guests.**

### **Improvements**

Each Unit owner must keep in mind that he or she owns only the interior living space of the Unit, as more particularly set forth in the Master Deed. Accordingly, any improvements to the exterior of the building containing the Unit, and any improvements

to the grounds surrounding the Unit (i.e. the Common Elements or Limited Common Elements), including without limitation any landscaping, patios, walls, fences, recreational facilities, must be approved in writing by the Board before being undertaken by any Unit owner.

## **Improvement requests**

All improvements to the unit's Limited Common Area (Elements) (see Master Deed Article I, Section 1.2 and 1.3 for definition) must have Board Approval prior to any work commencing. The process for obtaining Board approval is as follows:

- (a)** The Unit owner shall complete the **Request for Board Approval** form (found in appendix) and attach all necessary documentation to support your request, such as drawings, pictures, contractor bids, building specifications and plans, and photographs.
- (b)** Send the completed form to the Managing Agent for review and processing. The request and attachments may be mailed, emailed, faxed or delivered.
- (c)** Once the Board receives the request the Board will generally be able to respond within 30 days if all information is provided and the request is not unusual, or complicated.
- (d)** The Board will act in a fair, impartial and consistent manner. The Board will respond with:
  - an approval as submitted, or
  - an approval subject to conditions, or
  - a rejection with specific reasons for denial.

A request that has been denied **may be** modified and resubmitted.

If approved, all costs for the improvement is the sole responsibility of the unit owner, including, but not limited to liability, the initial cost of the improvement, maintenance, repairs, and any overall negative impact upon the regime, unless agreed upon by the Board in writing upon approval.

## **Common Areas & Limited Common Areas**

**General.** Although each Unit owner owns only the interior living space of his or her Unit (see Amendment 44 of the Master Deed, Article I, Section 1.4 for full definition), and although all ground surrounding such Units are Common Areas (also referred to as Common Elements), owned in common by all unit owners, each owner is encouraged and directed to treat the ground area immediately surrounding every other Unit owner's Unit as that owner's personal space, subject always to the provisions of the Master Deed. Accordingly, personal activities on the outdoor Common areas should generally be confined to the grounds immediately adjacent to each owner's Unit. Additionally, certain areas, such as driveways and back yard areas have been designated in the

Master Deed as Limited Common Areas for the exclusive use of a Unit or Units. These areas must at all times be respected by other Unit owners.

**Rules that apply to both Common and Limited Common Areas (Elements)**

1. No outside clothes lines shall be erected or placed anywhere in the regime.
2. No basketball goal, hockey goals or other athletic equipment are permitted in the driveway overnight and never on the grass or on the street.
3. No permanent above or below ground swimming pools may be installed without the prior written approval of the Board.
4. No satellite dish, antenna or any other structure may be placed on any roof.
5. Any owner wishing to install a satellite dish or other such reception, transmission device must obtain written approval in advance from the Board.
6. Owners are responsible for the maintenance and replacement of windows and doors of their Unit. Each owner must receive approval from the Board when changing exterior doors and windows or significantly changing the color or appearance of same. This is to insure the overall aesthetics of the Association.
7. No exterior displays or hangings are permitted. This prohibition includes, without limitation, laundry, clothes, rugs, awnings, canopies, shutters, radio or television antennas, or any other items without the prior written approval of the Board.
8. Decorations are allowed for holidays but must be reasonable and in good taste. Decorations may be installed no earlier than 30 days before the event and shall be taken down no later than 7 days after the event. The Board shall be the sole arbiter of what is reasonable and in good taste.
9. All Units in the association have white exterior trim and white or off white color on window dressings facing a street. No owner may deviate from this norm without the prior written approval of the Board.
10. Homeowners should not use corrosive salt to melt snow or ice on concrete areas but instead a non-corrosive ice melting material.
11. No vehicle maintenance or cleaning is allowed with the exception of (a) emergency maintenance, (b) ordinary light maintenance and cleaning when performed by the Unit owner and only on the Unit owners driveway or garage.

## Homeowners Insurance

Each Unit owner shall obtain insurance coverage against fire, wind and other perils covered by a standard extended coverage endorsement, in an amount not less than one hundred percent (100%) of the replacement value thereof, at his own expense upon his Unit, his Unit's furnishings and personal property; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit owner's Unit, or in another Unit in the project or upon the Common Areas, resulting from the negligence of the insured Unit owner, in such amounts as shall from time to time be determined by the Council. It is the responsibility of each Unit owner to provide a "proof of insurance" certificate each year at policy renewal to the Managing Agent. **Violation Enforcement**

### Process

**Violations and Fines.** In accordance with the Kentucky Condominium Act, after notice and an opportunity to be heard is given to the Unit owner, the Board may levy a reasonable fine for a violation of the Master Deed, Bylaws, and/or these Rules and Regulations that the Board determines is, in its sole discretion, adequately documented.

The Board will utilize a series of up to two letters to Unit owners in violation, to encourage correction to a violation and/or help prevent its reoccurrence.

The first letter will be a "courtesy" letter describing the violation and asking that it be corrected within a stated period of time and not repeated.

If the initial violation is not corrected within a stated time period or a second violation occurs within a calendar year, a "warning" letter will be sent. This letter will state that if the violation is not corrected within a stated period of time or if another violation occurs, the Unit owner will be given an opportunity to be heard, and a reasonable fine may then be levied by the Board.

**Lien.** Any unpaid fines or assessments of a Unit owner shall constitute a lien against the Unit owned and against such Unit owner's interest in the Common Areas appurtenant to the Unit, including any funds held for the benefit of the Unit. This lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages or vendor's liens which have been filed of record before notice of this lien has been filed of record. This lien may be foreclosed upon in the same manner as a mortgage on real property in an action brought by the Council.

These Amended and Restated Rules and Regulations of Hurstbourne Springs Condominiums have been approved by a majority of Board members and are hereby adopted by the Board of Directors effective December 2, 2018.

---

Chuck Miller, President

---

Becky Parris. Secretary

## **Appendix**

Emergency Contact Form

Debit Authorization

Clubhouse Reservation Form

Application for Exterior Modification

Landscaping Policy and Landscaping Request Form

Responsibility Checklist for Repairs and Replacement