

**RULES AND REGULATIONS OF
PERSIMMON RIDGE HOMEOWNERS ASSOCIATION, INC.**

(A) General

- (1) Persimmon Ridge Homeowners Association, Inc. (the "Association") with the power granted by its Declaration of Covenants, Conditions and Restrictions (the "Declaration") as amended, filed in the Shelby County Clerk's Office, has adopted the following Rules and Regulations (the "Regulations") to govern in the operation of Persimmon Ridge, the Declaration for which is of record in Deed Book 251, Page 402 in the office of the Shelby County Clerk (certain terms used within these rules and regulations without definition have the meanings set forth for them in the Declaration). These Regulations may be amended from time to time or repealed by resolution of the Board of directors (the "Board").
- (2) Lot owners shall comply with all the Regulations hereinafter set forth governing the landscaping, parking, recreational areas, grounds, and any other common elements appurtenant to this planned community.
- (3) Nothing in these Rules and Regulations, shall be construed to invalidate, overrule, or waive any restriction or obligation contained in the Declaration or Bylaws of the Association. Each member must remain in compliance with the Declaration and Bylaws which remain in full force and effect.
- (4) Any damage to the Common Elements caused by a Lot owner, or their tenants, guests, licensees, invitees, assignees, or any pets of the aforesaid, shall be promptly repaired at the Lot owner's expense upon request by the Association or its managing agent.

(B) Restrictions on Use

- (1) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of directors, except as permitted under the terms of the governing documents. No portion of the common elements shall be decorated or furnished by any lot owner in any manner. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably required and which are incident to the use and occupancy lots. Common Elements include, without limitation, the sidewalks, crosswalks, streets, medians, entranceways, recreational facilities, any open spaces, and the landscaping located therein. The Golf Course is not included as a recreational facility nor is it considered a Common Element.
- (2) All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere. Garbage or other items to be disposed of shall not be left on the sidewalks, streets, or on driveways.

- i. Garbage cans must be removed from the curb within 24 hours of collection and must be placed on a hard surface, not in a landscaped area.
- (3) Except in the recreational areas designated as such by the Board of directors, no playing or lounging shall be permitted, nor shall any articles of personal property be left out or unattended in common areas such as the streets, sidewalks, medians, or elsewhere on or within the Common Elements.
- (4) All holiday decorations shall be removed from the Lot and any exterior of the home within 2 Weeks (14 Days) of the date of said holiday, such as:
 - i. Halloween – The holiday is on October 31st, and all decorations shall be removed by November 14th.
 - ii. Christmas – The holiday is on December 25th, and all decorations shall be removed by January 8th.

(C) Parking and Storage

- (1) There shall be no street parking of any trailer, truck, motorcycle, inoperable vehicle, or any type of boat or water vehicle for any period in excess of twenty-four (24) hours in one calendar year.
- (2) There shall be no habitual or repeated parking of any inoperable vehicle on the street or any Lot (except within a garage) in the subdivision. The Board defines habitual or repeated parking as any parking of an inoperable vehicle for more than 5 consecutive days unless the vehicle is located in the street in which case (C)(3) will apply.
- (3) No automobile shall habitually or repeatedly park on any street, sidewalk, Lot, or other common element. For the purposes of enforcement Habitual Parking shall be defined as overnight parking more than one time in a month or parking (for more than 60 minutes) more than 5 times a month by **any** vehicle. The subject vehicle need not be the same vehicle. In unique circumstances a member may request a temporary waiver from the Board if additional parking arrangements are needed. Any such waiver request must be made in writing prior to the time it is needed and explain why there is a need for parking in the street and specify when the request period will end. The Board may approve or deny any such request for any reason.
 - i. The Board may designate specific days and times where street parking will be allowed for specific times, such as for swim competitions or other reasons it deems important.
- (4) No personal property may be stored on the common elements (the streets, sidewalks, etc.) except in storage areas designated as such by the governing documents or by the Board of directors.
- (5) No storage units, sheds, structures, or buildings of any type shall be erected on any Lot unless its design and placement are first approved in writing by the Association.

- (6) No animals are allowed except dogs, cats and other household pets. No animals may be kept for breeding or commercial purposes. All animals must be kept under owners control at all times. Owners are responsible for cleaning up after their animals – failure to do so can result in a \$25.00 fine per occurrence being applied to the owners account.

(D) Recreational and Common Facilities

- (1) The Recreational and Common Facilities include, but are not limited to, tennis and pickleball courts, pools, walking trails, and playgrounds.
- (2) All persons using any of the recreational or common facilities which are part of the common elements do so at their own risk and sole responsibility. The association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each Lot owner, their tenants, guests, licensees, invitees, or assignees, waives any right to make any claim against the Association's servants, agents, or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each Lot owner shall indemnify, defend and hold the association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Lot owner arising out of the use of the recreational or common facilities, except where such loss and injury or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the Association or its Board, agents, servants or employees in the operation, care, or maintenance of such facilities.
- (3) Lot owners are responsible for their conduct while using recreational and common elements. Lot owners are also responsible for the conduct of their guests, tenants, invitees, and licensees. Lot owners and their guests are expected to conduct themselves respectfully.
- (4) Any damage to the buildings, recreational or common facilities, or equipment caused by a Lot owner, or their tenants, guests, licensees, invitees, assignees, or any pets of the aforesaid, shall be promptly repaired at the Lot owner's expense upon request by the Association or its managing agent.
- (5) Lot owners and their guests shall follow all posted pool and clubhouse rules and any instructions by lifeguards or other agents of the HOA when using the clubhouse or pool.
- (6) Unless otherwise authorized by the Board or for Association-sponsored events, recreational and common facilities shall be open for use from dawn until dusk. The Board may establish different operating hours for specific amenities or special events as deemed appropriate.

(E) Collection Policy:

1. All HOA dues are due January 1st however the Board will not consider them late until February 1st. The Board retains the option to allow split payments at the boards discretion.
2. A late fee of \$50.00 will be charged on any account that exceeds the due date for the first month.
3. A late fee of \$100.00 per month will be charged for all subsequent months that the assessment is late.
4. A member who has not paid his Annual assessment or has a balance on its account that is more than 30 days past due will be prohibited from using any community amenity, including but not limited to the pool.
5. Any Account that has a balance that is more than 90 day past due will be subject to a lien and further collection actions per the discretion of the Board. The Lot Owner will be responsible for all costs incurred in collection.

(F) Enforcement

- (1) The Association may levy reasonable fees or fines, as an assessment, for violations of the governing documents. Assessment is defined as “the liability for an expense that is allocated to a lot in a planned community in accordance with governing documents.” KRS 381.797(1) broadens the definition to include “other liabilities, even if those are not explicitly considered ‘assessments’ under the governing documents.” The General Assembly included “fines levied by the Board” as part of the itemized list of liabilities considered to be an “assessment
- (2) If a violation has been reported to the Board a written notice will be sent to the lot owner notifying them of the violation and requesting compliance within a reasonable amount of time no more than 30 days
- (3) If after the time specified in the notice the violation is continued the Board will issue a written warning advising of the violation and specifying that if the violation is not abated a fine will be placed on the account. Lot owner will then be given a reasonable amount of time (no more than 30 days) to become compliant with the restrictions or request to be heard by the Board on the matter.
- (4) If the matter has not been resolved after the time period or after hearing with the Board fines will be applied.
- (5) If the property remains in violation or if the Board deems otherwise necessary, the Board may seek attorney assistance in enforcement and may seek legal remedy via injunctive relief or a claim for damages.
- (6) **In matters that pose immediate risk to the HOA or its property or otherwise deemed emergent or important by the Board they may accelerate the enforcement level.**

- (7) If a lot owner violates a restriction more than once in a year the Board may accelerate the enforcement level to the last level issued.
- (8) Any lot owner may request to be heard by the Board to respond to any allegation of violation. Requests must be made in writing.
- (9) Fines are to be applied at the following schedule:
 - i. Minor violations \$25.00 per occurrence. Unless otherwise determined by the board based on the nature and severity of the violation, violations of the Associations governing documents shall be treated as Minor violations. Any violation not determined to be a
 - ii. Major violations up to \$1,000 per month or occurrence – when considering a Major violation, the Board shall consider the severity of the violation, whether it is continuing in nature, prior violations, efforts by the Lot Owner to achieve compliance and risks to the health and safety of members or damage to HOA or neighboring property.
- (10) The Board shall strive to apply enforcement consistently while recognizing that no two violations are identical. Accordingly, the Board may consider specific facts and circumstances of each violation when determining the appropriate enforcement action or fine within the limits established by this policy.

(G) Suspension of Use of Recreational Facilities

- (1) In addition to all other rights which the Association has for nonpayment of assessments, the Association shall have the right to bar the use by a Lot owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the governing documents.
- (2) If the lot owner is subject to a fine or legal action as a result of a violation of the restrictions the Board has the discretion to suspend Lot owners and/or their guests from accessing recreational or common facilities including the Pool.
- (3) A lot owner access to the pool or other recreational facilities is subject to immediate suspension in the event of breach of pool/recreational facility rules, activities that could lead to harm to other members of the community or liability of the association, and in the case of investigation to any such alleged activity.

These Rules and Regulations are approved by the Board of Directors of the Persimmon Ridge Homeowners' Association as of July 13, 2026.

Travis Sayler, Persimmon Ridge HOA President