

BYLAWS OF
CAMBRIDGE COMMONS PATIO HOMES, INC.

The following Bylaws shall apply to the above-named Patio Home Development (herein called the "Property"), located in Jefferson County, Kentucky, as described in and created by Cambridge Commons Subdivision Declaration of Rights and Restrictions (herein called the "Declaration") recorded in the office of the County Clerk of Jefferson County, Kentucky at Deed Book 7078, Page 0006, and to all present and future owners, tenants and occupants of any lots and residence sites of the Property and all other persons who shall at any time use the Property.

ARTICLE I
Membership

Section 1. Qualification. All owners of the lots of the Property shall constitute the members of Cambridge Commons Patio Homes, Inc., herein called "Association." The owner of any lot, upon acquiring title thereto, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such lot ceases for any reason, at which time his membership in the Association shall automatically cease. The Owners, if more than one, of each Lot, shall be entitled to only one vote.

Section 2. Place of Meetings. Meetings of the Association shall be held at the Property or such other suitable place convenient to the lot owners as may be designated by the Board of Directors of the Association.

Section 3. Annual Meetings. Annual meetings of the Association shall be held on the last Monday of March of each year at a time set by the Board of Directors of the Association. The first such meeting for lot owners shall occur following surrender by the Developer of control of the Association as provided in the aforesaid Declaration.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the lot owners and presented to the Secretary following surrender of Developer's control.

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every lot owner according to the

Association's record of ownership at least five (5) days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefore, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his residence site in the Property or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any lot owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any lot owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of the lot owners shall constitute a quorum, and the acts of a majority of the lot owners present, in person or by proxy, at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. The term "majority of lot owners" in these Bylaws means more than fifty percent (50%) of the votes of Lot owners eligible to vote.

Section 7. Voting. Votes may be cast in person or by proxy by the respective lot owners as shown in the record of ownership of the Association. Any executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association the vote for any lot owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such lot in such capacity.

Section 8. Proxies and Pledges. The authority given by any lot owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing, filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale or lease of any lot or interest therein, a true copy of which is filed with the Board of Directors of the Association through the Secretary, shall be exercised only by the person designated in such instrument until the written release or other termination is filed with the Board of Directors of the Association in like manner.

Section 9. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the

lot owners present, whether or not a quorum is present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE II Board of Administration

Section 1. Number and Qualifications. The affairs of the Association and the Property shall be governed by a Board of Directors composed of at least three and no more than five persons, at the discretion of the Association, none of whom need own any interest in any lot. The Board members shall serve without compensation unless otherwise authorized by the Association.

Section 2. Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefore and are not by law, the Declaration or these Bylaws directed to be exercised or done only by the lot owners.

Section 3. Election and Term. Election of Board members shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of one year or until their respective successors have been elected, subject to removal as herein provided.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Kentucky for more than six (6) months shall cause his office to become vacant.

Section 5. Removal of Board Members. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of lot owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the lot owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meeting. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any Board members in order

validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the board members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone, telegraph, at least one day prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least eight (8) hours notice to each Board member, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two Board members.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any Board Member may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting shall be waiver of notice to him of such meeting. If all the Board members are present at any meeting of the Board, no notice thereof shall be required.

Section 10. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of members of the Board shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors may require that all officers, employees and agents of the Association handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE III Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall be elected by, and in the case of the President, from the Board of Directors. The offices of the Secretary and Treasurer may be combined in one person. The Board may appoint an assistant treasurer, an assistant secretary and such other officer as in its judgment may be necessary.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors and his successor elected at any regular meeting of the Board, or any special meeting.

Section 4. President and Vice President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties from time to time as deemed necessary by the Board. The Vice President shall so serve in the absence of the President.

Section 5. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all lots, and have charge of such books, documents and records of the Association as the Board may direct.

Section 6. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all funds and securities.

Section 7. Auditor. The Association may appoint annually an accountant or accounting firm as auditor, who may not be an officer of the Association nor own any interest in any lot, to audit the books and financial records of the Association.

ARTICLE IV Administration

Section 1. Management. The Board of Directors shall at all times manage and operate the Property and have such powers and duties as may be necessary or proper therefore, including without limitation the following:

(a) Supervision of the immediate management and operation of the Property;

(b) Inspection, maintenance, repair, replacement and restoration of the Property as provided by the Declaration;

(c) Purchase, maintenance and replacement of any equipment provided for all water and utility services required for the common areas, maintenance easement areas, and lots and residence sites where required by the Declaration;

(d) Provision at each lot of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such lot owner or as a common expense as determined by the Board;

(e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Property;

(f) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments for such year;

(g) Collection of all installments of assessments levied and payment of all expenses authorized by the Board;

(h) Purchase and maintenance of all policies of hazard and liability insurance for the Property required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration, the Association or the Board;

(i) Notification of all persons having any interest in any lot, according to the Association's records of ownership, of delinquency exceeding thirty (30) days in the payment of any assessment against such lot owner;

(j) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules, fines and charges in regard thereto;

(k) Supervision of the use of the common areas and maintenance easements which includes adoption and enforcement of Property and enforcement of the provisions of the Declaration and these Bylaws.

Section 2. Managing Agent. The Board of Directors may employ from time to time a responsible Managing Agent or Administrator to manage and control the Property subject at all times to direction by the Board, with all the administrative functions set forth specifically in preceding Section 1 of this Article, and such other powers and duties, and at such compensation as the board may establish.

Section 3. Representation. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more lot owners similarly situated as a class in any proceeding affecting the Association, the common areas, the maintenance easements, or more than one lot, and may participate in such proceedings without limiting the rights of any lot owners to participate individually.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or the Treasurer.

ARTICLE V Obligations of the Lot Owners

Section 1. Assessments. All lot owners shall pay to the Board of Directors, or if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly assessments against their respective lots and residence sites for expenses of the Property in accordance with the Declaration. The assessment is delinquent if not received on or before the first day of the month that it is due. In the event any lot owner is delinquent in the payment of any monthly assessment for a period in excess of fifteen (15) days, a penalty of ten percent (10%) of the delinquent assessment shall be payable for each month of delinquency beginning with the initial month. In addition, the board may, from time to time, post in a conspicuous place upon the common areas, particularly, but not limited to, the club house, the names of such delinquent lot owners and the delinquent amounts.

Section 2. Maintenance of Lots. Every lot owner shall at his own expense and at all times repair, maintain and keep his lot, including without limitation all garages and patio areas along with all internal installations therein, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such lot, and the interior decorated or finished surfaces of all walls, floors and ceiling of such lot, in good order and condition except as otherwise provided by law or the Declaration and amendments thereto, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. In addition, each lot and residence site owner shall keep clean all interior and exterior windows and patio areas. Each lot and residence owner shall promptly at his own cost replace any damaged or broken window glass. Every lot owner and occupant shall reimburse the Association promptly on demand for all expenses incurred by the Association in repairing or replacing any loss or damage to the common areas or maintenance easements, where caused by such owner or occupant or by their guests or members of their households. They shall give prompt notice to the Board of Directors or Managing Agent of any loss or damage or other defect in the Property when discovered.

Section 3. Use of Project.

(a) All lots of the Project shall be used for only one-family residential lot purposes, except the Developer shall be permitted to use unsold residence sites and the club house as sales, models and sales offices.

(b) All common areas and maintenance easements of the Project shall be used only for their respective purposes as designed.

(c) No lot owner or occupant shall place, store or maintain in the common area or maintenance easements any furniture, packages or objects of any kind, or otherwise obstruct transit through such common areas or maintenance easements or permit same to be unsightly or disorderly.

(d) Every lot owner and occupant shall at all times keep his lot and residence site a common area appurtenant thereto (including all windows, garages and patio areas) in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Association or the Board of Directors applicable to the Property.

(e) No lot owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his lot or residence site or the Property nor alter or remove any furniture, furnishing or equipment of the common areas.

(f) No lot owner or occupant shall erect or property on the Property any structure including fences, walls and patios, or make any additions or alterations to any common areas or maintenance easements of the Project, except as may be permitted in the Declaration and Amendments thereto and except in accordance with plans and specifications, including a detailed plot plan, prepared by a licensed architect, if required by the Board, unless approved by the Board of Directors, which approval may be given with accompanying restrictions as to the lot owner's duties of maintenance, repair and replacement of such improvements and any common areas affected thereby.

(g) No signs, posters or bills may be placed or maintained in the Property unless approved by a majority of lot owners, except that an owner may place and maintain a "FOR SALE" or "FOR RENT" or similar type sign not more than five (5) feet in front of his lot for a reasonable time, to be determined at the sole discretion of the Board of Directors, not to exceed 3 feet by 2 feet in size.

(h) No lot owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his lot except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board, which standards or approval may be given with accompanying restrictions as to the lot owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common areas affected thereby. A lot owner may garden and landscape his patio area only after obtaining Board approval, provided that the Association shall not be responsible for any damage thereto resulting from its lawn maintenance.

(i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(j) No garments, rugs or other objects shall be hung from windows or facades of the Property or in other areas.

(k) No rugs or other objects shall be dusted or shaken from the windows of the Property or cleaned by beating or sweeping on any exterior part of the Property.

(l) No refuse garbage or trash of any kind shall be thrown, placed or kept on any common areas or maintenance easements of the Property except in the areas provided for such purpose by the Board of Directors.

(m) No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Project. Dogs, cats and caged animals or birds shall be allowed subject to regulation by the Board, including regulations as to the weight and number thereof.

(n) No lot owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, machines or air conditioning lots, or other equipment or appurtenances whatsoever on the exterior of the Property or Residence Site or protruding through the walls, windows or roof thereof.

(o) Nothing shall be allowed, done or kept in any Residence Sites or common areas of the Property which would overload or impair the floors, walls or roof thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association.

(p) The Developer of the Property or its agent, shall have the right to maintain and show lots and residence sites, including the maintenance and showing of model residence sites. A lot owner, or his agent, shall have the right to show his residence site at reasonable times of the day for the purpose of sale or lease.

Section 4. Project Rules. The Board of Directors may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Property not inconsistent with any provision of law, Declaration or these Bylaws.

Section 5. Expenses of Enforcement. Every lot owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such lot owner, foreclosing its lien therefore or enforcing any provisions of the Declaration, these Bylaws and Property Rules against such owner or any occupant of such residence site.

Section 6. Record Ownership. Every lot owner shall promptly cause to be duly recorded the deed, assignment or other conveyance to him of such lot, or other evidence of his title thereto, and shall file a copy of same with the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Mortgage. Any lot owner who mortgages his lot, or any interest therein, shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any lot, or interest therein, shall report to such person the amount of any assessments against such lot then due and payable.

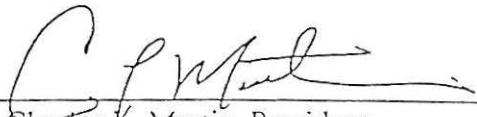
ARTICLE VI Miscellaneous

Section 1. Amendment. These Bylaws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of two-thirds (2/3 rds) of the lot owners (as defined in the Declaration) at any meeting of the Association duly called for such purpose or Developer (so long as Developer continues to be a Lot Owner and exercise all voting rights in the Association as provided by the Declaration).

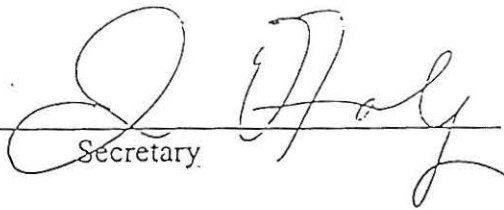
Section 2. Indemnification. The Association shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a Board member, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith in his conduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach or duty. The foregoing right of indemnification shall be inclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the

CAMBRIDGE COMMONS PATIO HOMES, INC.

By 
Charles E. Martin, President

Attest:


Secretary

(RAIDFLANDVESTCOMMONS\BYLAWS)

**AMENDMENT TO BY-LAWS
OF
CAMBRIDGE COMMONS PATIO HOMES, INC.**

Comes Cambridge Commons Patio Homes, Inc., the incorporation of the homeowners association for Cambridge Commons Patio Homes, and certifies that at a duly called meeting of the homeowners (membership of the corporation), with proper notices given and a quorum present, the By-Laws of the corporation, were amended as follows:

- 1) Article I, Section 3 was amended to read as follows:

"Annual Meetings. Annual meetings of the Association shall be held within the first two (2) weeks of April of each year at a time set by the Board of Directors of the Association and at a location convenient to the resident owners, with notice being given to the resident owners by the Secretary thirty (30) days prior to the annual meeting."

- 2) Article I, Section 8 was amended to read as follows:

"Section 8. Proxies. A Resident Owner may give another resident owner the authority to vote on his or her behalf at any meeting where there will be a vote of the resident owners. Said authority shall be in writing, signed and dated by the resident owner giving the proxy, and filed with the Secretary of the Association on or before the vote. A resident owner may exercise no more than one (1) proxy at any meeting."

- 3) Article II, Section 1 was amended so as to delete the phrase "...none of who need own any interest in any lot."

4) Article V, Section 2 was deleted and in its stead was inserted the following:

"Section 2. Maintenance of Lots.

(a) Every Resident Owner shall, at his or her own expense and at all times, hold full and adequate homeowners insurance on his or her lot and residence site, and if he or she experiences foreseen and unforeseen damage to his or her lot and/or residence site, he or she shall have, under the terms of his or her insurance policy, any and all repairs made to his or her lot and/or residence site and not look to the Association for any part of said repairs. "Lot" and "Residence Site" is defined in Definitions of the Declaration. Failure to have said repairs completed or under contract to be completed within thirty (30) days of damage shall cause the Board of Directors to give notice to the Resident Owner the Association will have the repairs made, the costs to be the sole responsibility of the Resident Owner.

(b) Every Resident Owner shall, at his or her own expense and at all times repair, maintain and keep his or her lot and residence site, including, but not limited to, all garages and patio areas, along with all internal installations therein, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such lot and/or residence site, and the interior decorated or finished surfaces of all walls, floors and ceiling of such lot and/or residence site in good order and condition except as otherwise provided by law or the Declaration and amendments thereto, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such repair work within thirty (30) days of such damage, shall cause the Board of Directors to give notice to the Resident Owner the Association will have repairs made, the costs to be the responsibility of the Resident Owner. Failure to reimburse the Association for said cost will subject lot and/or residence site to a lien.

(c) Each Resident Owner shall, at his or her own cost, replace any damaged or broken window glass, damaged exterior doors, damaged exterior storm doors and damaged exterior screens within thirty (30) days of said damage. Failure to do so by the Resident Owner will cause the Association to give notice to Resident Owner the Association will have said repairs made the cost to be reimbursed by the Resident Owner to the Association. Failure to reimburse the Association for said cost will subject lot and/or residence site to a lien.

(d) In the case of major damage, whether foreseen or unforeseen, such that a Resident Owner's homeowner's insurance would be responsible to repair said damage, within thirty (30) days of said damage, the Resident Owner must make a request to the Association for an extension of time for his or her insurance company to make the repairs. At the time the Resident Owner makes such a request to the Association for an extension of the thirty (30) day time limit, the Resident Owner must provide written proof from his or her homeowner's insurance company concerning the repairs and/or negotiations being conducted regarding the repairs and also provide a reasonable estimated time of completion of said repairs. Failure to comply with this provision shall cause the Association, at its discretion, to place a lien against the lot and/or resident site in order to effectuate such repairs.

5) Article VI, Section 1 was deleted and in its stead was inserted the following:

"Section 1. Amendment. These By-Laws may be modified, altered, amended, or terminated upon a majority vote of the homeowners in attendance at a duly called meeting at which a quorum is present. Provided, however, that not less than five (5) nor more than sixty (60) days prior to the meeting a notice is either mailed or hand delivered to each residence specifying the proposed modification, alteration or amendment."

AMENDMENT TO BY-LAWS
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CAMBRIDGE COMMONS PATIO HOMES, INC.

Comes Cambridge Commons Patio Homes, Inc., the incorporation of the homeowners association for Cambridge Commons Patio Homes, and certifies that at a duly called meeting of the homeowners (membership of the corporation), with proper notices given and a quorum present, the By-Laws of the corporation, were amended as follows:

- 1) Article I, Section 3 was amended to read as follows:

"Annual Meetings. Annual meetings of the Association shall be held within the month of September of each year at a time set by the Board of Directors of the Association and at a location convenient to the resident owners, with notice being given to the resident owners by the Secretary thirty (30) days prior to the annual meeting."

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the corporation this 14th day of June 2007.

CAMBRIDGE COMMONS PATIO HOMES, INC.



President

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me by KARLEN DZIEDZIK as President of
Cambridge Commons Patio Homes, Inc., this 16th day of June,
2007.

My commission expires: 5-17-08



Notary Public

This instrument prepared by:

Harold W. Thomas
THOMAS, DODSON & WOLFORD, PLLC
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

**AMENDMENT TO BY-LAWS
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CAMBRIDGE COMMONS PATIO HOMES, INC.**

Comes Cambridge Commons Patio Homes, Inc., the incorporation of the homeowners association for Cambridge Commons Patio Homes, and certifies that at a duly called meeting of the homeowners (membership of the corporation), with proper notices given and a quorum present, the By-Laws of the corporation, were amended as follows:

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- 2) Article I, Section 8 was amended to read as follows:

"Section 8. Proxies. A Resident Owner may give another resident owner the authority to vote on his or her behalf at any meeting where there will be a vote of the resident owners. Said authority shall be in writing, signed and dated by the resident owner giving the proxy, and filed with the Secretary of the Association on or before the vote. A resident owner may exercise no more than one (1) proxy at any meeting."

- 3) Article II, Section 1 was amended so as to delete the phrase "...none of who need own any interest in any lot."

4) Article V, Section 2 was deleted and in its stead was inserted the following:

"Section 2. Maintenance of Lots.

(a) Every Resident Owner shall, at his or her own expense and at all times, hold full and adequate homeowners insurance on his or her lot and residence site, and if he or she experiences foreseen and unforeseen damage to his or her lot and/or residence site, he or she shall have, under the terms of his or her insurance policy, any and all repairs made to his or her lot and/or residence site and not look to the Association for any part of said repairs. "Lot" and "Residence Site" is defined in Definitions of the Declaration. Failure to have said repairs completed or under contract to be completed within thirty (30) days of damage shall cause the Board of Directors to give notice to the Resident Owner the Association will have the repairs made, the costs to be the sole responsibility of the Resident Owner.

(b) Every Resident Owner shall, at his or her own expense and at all times repair, maintain and keep his or her lot and residence site, including, but not limited to, all garages and patio areas, along with all internal installations therein, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such lot and/or residence site, and the interior decorated or finished surfaces of all walls, floors and ceiling of such lot and/or residence site in good order and condition except as otherwise provided by law or the Declaration and amendments thereto, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such repair work within thirty (30) days of such damage, shall cause the Board of Directors to give notice to the Resident Owner the Association will have repairs made, the costs to be the responsibility of the Resident Owner. Failure to reimburse the Association for said cost will subject lot and/or residence site to a lien.

(c) Each Resident Owner shall, at his or her own cost, replace any damaged or broken window glass, damaged exterior doors, damaged exterior storm doors and damaged exterior screens within thirty (30) days of said damage. Failure to do so by the Resident Owner will cause the Association to give notice to Resident Owner the Association will have said repairs made the cost to be reimbursed by the Resident Owner to the Association. Failure to reimburse the Association for said cost will subject lot and/or residence site to a lien.

(d) In the case of major damage, whether foreseen or unforeseen, such that a Resident Owner's homeowner's insurance would be responsible to repair said damage, within thirty (30) days of said damage, the Resident Owner must make a request to the Association for an extension of time for his or her insurance company to make the repairs. At the time the Resident Owner makes such a request to the Association for an extension of the thirty (30) day time limit, the Resident Owner must provide written proof from his or her homeowner's insurance company concerning the repairs and/or negotiations being conducted regarding the repairs and also provide a reasonable estimated time of completion of said repairs. Failure to comply with this provision shall cause the Association, at its discretion, to place a lien against the lot and/or resident site in order to effectuate such repairs.

5) Article VI, Section 1 was deleted and in its stead was inserted the following:

"Section 1. Amendment. These By-Laws may be ~~modified, altered, amended, or terminated~~ upon a majority vote of the homeowners in attendance at a duly called meeting at which a quorum is present. Provided, however, that not less than five (5) nor more than sixty (60) days prior to the meeting a notice is either mailed or hand delivered to each residence specifying the proposed modification, alteration or amendment."

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the corporation this 18th day of November, 2004.

CAMBRIDGE COMMONS PATIO HOMES, INC.

Wayne J. Fitzgerald
President

COMMONWEALTH OF KENTUCKY)) ss.
COUNTY OF JEFFERSON))

Acknowledged before me by Wayne J. Fitzgerald, as President of Cambridge Commons Patio Homes, Inc., this 18th day of November, 2004.

My commission expires: 8-7-06

Harold W. Thomas
Notary Public

This instrument prepared by:

Harold W. Thomas
THOMAS, DODSON & WOLFORD
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

**AMENDMENT TO BY-LAWS
OF
CAMBRIDGE COMMONS PATIO HOMES, INC.**

Comes Cambridge Commons Patio Homes, Inc., the incorporation of the homeowners association for Cambridge Commons Patio Homes, and certifies that at a duly called meeting of the homeowners (membership of the corporation), with proper notices given and a quorum present, the By-Laws of the corporation, were amended as follows:

- 1) Article I, Section 3 was amended to read as follows:

"Annual Meetings. Annual meetings of the Association shall be held within the month of September of each year at a time set by the Board of Directors of the Association and at a location convenient to the resident owners, with notice being given to the resident owners by the Secretary thirty (30) days prior to the annual meeting."

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the corporation this 10th day of June 2007.

CAMBRIDGE COMMONS PATIO HOMES, INC.



President

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me by KARLEN DZIEDZIK as President of Cambridge Commons Patio Homes, Inc., this 17th day of June, 2007.

My commission expires: 5-17-08

[Signature: June Blair]
Notary Public

This instrument prepared by:

Harold W. Thomas
THOMAS, DODSON & WOLFORD, PLLC
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700