

**BY LAWS
OF
DORSEY HILLS
HORIZONTAL PROPERTY REGIME
AND OF
DORSEY HILLS COUNCIL OF CO-OWNERS, INC.**

AMENDED June 1, 2001

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**BOARD OF DIRECTORS
DORSEY HILLS HORIZONTAL PROPERTY REGIME
AND OF
DORSEY HILLS COUNCIL OF CO-OWNERS, INC.**

September 8, 2001

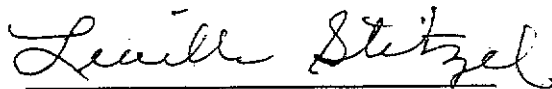
To amend the By-Laws of Dorsey Hills Horizontal Property Regime, a majority of 51% of the ownership of 184 members (94) was required to sign their approval of the changes.

Included are 95 notarized signatures of owners of Units in the Regime who have signed their approval of the amended articles of the By-Laws of Dorsey Hills dated June 1, 2001, therefore meeting the requirement of 51% of the ownership.

The Board of Directors of Dorsey Hills Horizontal Property Regime and of the Dorsey Hills Council of Co-Owners, Inc. certifies by providing this proof the requirements to have this document amended have been met.

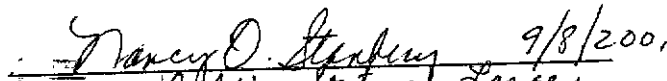

William Bell, President


Barbara Vetter, Vice President


Lucille Stitzel, Treasurer


Michele Phelps, Secretary

The foregoing instrument was acknowledged before me this 8th day of September, 2001 by William Bell, Barbara Vetter, Lucille Stitzel and Michelle Phelps

 9/8/2001
Nancy O. Stearns
Notary Public State at Large

**MY COMMISSION EXPIRES
MARCH 7, 2005**

BY-LAWS
DORSEY HILLS COUNCIL OF CO-OWNERS

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**AMENDED
BY-LAWS
DORSEY HILLS COUNCIL OF CO-OWNERS**

(AMENDED JUNE 1, 2001)

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Dorsey Hills Council of Co-Owners, Inc., hereinafter referred to as the Corporation. The principal office of the Corporation shall be located at 10601 McMeekin Lane, Douglass Hills, Kentucky 40223, but meetings of Members and Directors may be held at such places within the State of Kentucky as may be designated by the Board of Directors.

DEFINITIONS

The following words when used in this document shall have the following meanings:

Common Areas are the general common elements of the project and shall mean and include, if actually built in the project and except as otherwise provided or stipulated in the Declaration, including any amending or supplementing documents, the following:

- (i) the land on which the building or buildings stand;
- (ii) the foundations, main walls, roof, halls, lobbies, stairways, entrances, exits or communication ways;
- (iii) landscaping;
- (iv) facilities for recreation or administration or maintenance of the project;
- (v) compartments or installations for central services such as for energy, communications or utilities;
- (vi) all devices, installations and equipment existing for common use;
- (vii) facilities and easements available for the common use, in part or in whole; and
- (viii) all other elements of or on the property rationally of common use or necessary to the existence, upkeep, and safety of the owners and of the project.

Common Expenses shall mean, refer to, and include all charges, costs and expenses incurred by the Council for and in connection with the administration of the Project, including, without limitation thereof, operation of the Project, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Areas; the costs of any additions and alterations thereto; all labor, services, common utilities, materials, supplies, and equipment therefor; all liability for loss or damage arising out of or in connection with the Common Areas and their use; all premiums for hazard, liability and other insurance with respect to the Project; all costs incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal and managerial expenses. "Common Expenses" shall also include the cost of operation, maintenance, improvement, and replacement of the recreational facilities and equipment. "Common Expenses" shall also include amounts incurred in replacing, or substantially repairing, capital improvements of the Project, including, but not limited to roof replacement, and road, driveway and parking lot resurfacing. "Common Expenses" shall also include all reserve funds or other funds established by the Council.

Condominium Project or Project shall mean and refer to the Dorsey Hills Condominium.

Council is the Council of Co-Owners and shall mean and refer to Dorsey Hills Council of Co-Owners, Inc., a Kentucky corporation and its successors and assigns.

Declaration or Declaration of Master Deed shall mean and refer to the instrument establishing the condominium regime. It includes, also amending and supplementary instruments as from time to time recorded.

- (i) When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female and neuter pronouns and adjectives should be read as interchangeable.

Good Standing:

A. **Unit Owner:** Dorsey Hills Council of Co-Owners must have received notification of ownership of Unit located in Dorsey Hills. Owner must be of record with the Jefferson County Clerk and is the Owner of a fee or undivided fee simple interest in a Unit. Owner may not be more than thirty days delinquent on fees.

B. **Resident:** Dorsey Hills Council of Co-Owners must have received notification from Owner of a Unit of the name of the Resident occupying the Owner's Unit.

C. **Resident Lessee:** Resident of a leased unit currently covered under a valid "Dorsey Hills Condominium Lease Contract."

Limited Common Areas or Limited Common Elements means and refers to those Common Areas which are reserved by the Declaration, by the floor plans, or by agreement of all of the owners, for the use of a particular Unit or Units, to the exclusion of the other Units. Limited Common Areas include, if any, garage, designated parking space, attic, storage space, balcony, patio, deck and all other apparatus and installations built or set up to serve only a certain Unit or certain group of Units. Each Unit Owner shall be entitled to an appurtenant interest in and the exclusive use and possession of those Limited Common Areas, if any, reserved to that Owner's respective Unit or to the group of Units that Owner's Unit belongs. The fee ownership of all Limited Common Areas, however, is vested in all Owners.

Member shall mean each person, group of persons, or entity who is a record Owner of a fee interest in any Unit shall be a member of the council provided, however, that any such record Owner who holds such interest solely as security for the performance of an obligation shall not be a member. Membership arises automatically upon the beginning of ownership of a Unit and ceases automatically upon termination of ownership of a Unit.

Owner shall mean and refer to the record owner, whether one or more persons or other legal entities, of a fee simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Non-Unit Owner Resident: A Resident living in a Unit who is not an Owner.

Non-Unit Owner Resident Lessee: A tenant of a Unit Owner covered under a valid Dorsey Hills Condominium Lease Contract.

Property shall mean and refer to the real estate described in Article 2 of the Declaration of Master Deed.

Resident: Any person who resides in a unit.

Resident Lessee: A tenant of a Unit Owner covered under a valid Dorsey Hills Condominium Lease Contract.

Rules and Regulations: shall mean and include the rules and regulations made from time to time by the Council.

Unit shall mean and refer to any condominium unit shown upon any recorded floor plans of the building or buildings located on the property. "Unit" shall further mean an enclosed space as measured from interior unfinished perimeter surfaces consisting of one or more rooms occupying all or part of a floor or floors in a building of one or more floors or stories, provided, the Unit has a direct exit to a thoroughfare or to a given Common Area or space leading to a thoroughfare. "Unit" includes any halls, stairs, stairways or basements located within the perimeter boundaries of a unit and serving only that unit. Notwithstanding that some of the following might be located in the Common Areas or Limited Common Areas, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, telephone, communication equipment, security equipment, window panes, garbage disposal, storm and screen doors and windows, doors and door frames, windows and window frames, if any, and other equipment located within or connected to the unit for the purpose of serving that Unit are part of that Unit, and the maintenance, repair, and replacement of these items are the responsibility of the Unit Owner.

Unit Owner: Every person or entity, who is of record with the Jefferson County Clerk, and is the Owner of a fee or undivided fee simple interest in a unit.

ANNUAL MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the members shall be held on the second Tuesday of June each year, at an hour of 7:00 p.m., or at such other reasonable day and hour as the Board of Directors (Board) sets. The Board shall also set a reasonable location for the meeting. If the day for the Annual Meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President of the Board or upon written request of the members who, taken together, are entitled to vote one-fourth (1/4) of the votes of the membership (46 members).

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat. The notice shall be addressed to the member's address last appearing on the books of the corporation, or supplied by such member to the corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose of the meeting.

Section 4 Agenda -- Order of Business at Annual Meeting. The order on the Agenda for the Annual Meeting of the Members shall be:

- (1) Call to Order
 - (2) Taking of Roll to Determine Quorum
 - (3) Proof of Notice of Annual Meeting or Waiver of Notice
 - (4) Reading of the Minutes
 - (5) Treasurer's Report
 - (6) Report of Officers
 - (7) Reports of Committees
 - (8) Old Business
 - (9) New Business
 - (A.) Introduction of Nomination Committee Chairperson; (B) Introduction of Candidates;
 - (C) Nominations from the Floor; (D) Election of Officers and (E) other items under New Business;
 - (10) Adjournment.
- a. Items to be placed on the Agenda must be filed with the Secretary two (2) weeks prior to the Annual Meeting of the Members.
 - b. Any item not placed on the Agenda may not be presented to the Members or voted upon.

Section 5. Quorum. The presence at the Annual Meeting of Members of members entitled to cast, thirty (30) of the votes of the membership shall constitute a quorum for any action at the Annual Meeting only or as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If such quorum shall not be present or represented at the meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Number of votes required to amend the By-Laws or to remove an officer from the Board of Directors is fifty-one (51%) percent of the total membership (94 members.)

Section 6. Proxy. At all Meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary one (1) week prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit. Proxies received after the Monday prior to the meeting shall not be valid and will not be counted. Proxy votes are included in the count to establish the quorum.

Section 7. Voting. A majority of the voting power, represented by those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of the Commonwealth of Kentucky, the Declaration, the Article of Incorporation or these By-Laws.

Section 8. Suspension of Voting Privileges. Membership and eligibility to vote arises automatically upon the beginning of ownership of a unit and ceases automatically upon termination of ownership of a Unit. Ownership is not effective for voting, unless it is reflected properly of record in the office of the County Clerk in which the Declaration of Master Deed is recorded (Jefferson County, Kentucky) and unless the Council has actual notice of the ownership of the Unit. Additionally, no Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the corporation to be more than thirty (30) days delinquent in the payment of any assessment due the corporation

Section 9. Stock. In order to comply with the corporation laws of Kentucky for a profit corporation, each unit has one share of stock appurtenant to it. Ownership and/or voting of the share cannot be separated from ownership of the unit. There is no certificate for any share. The deed for each unit and the Declaration of Master Deed shall be considered notice of the name of the corporation; that the grantee in any deed to a unit, which deed is properly recorded, becomes automatically a shareholder in the corporation as a member of the corporation; that there is only one class of shares, that each share is otherwise identical to each other share; and that there is one, and only one, share of stock appurtenant to the ownership of each unit.

BOARD OF DIRECTORS
SELECTION
TERM OF OFFICE
DUTIES

Section 1. Enumeration of Officers. A Board of five (5) Directors shall manage the affairs of this corporation. The officers shall be President, Vice-President, Secretary, Treasurer, Member-at-Large and such other officers as the Board may from time to time by resolution create each of whom shall hold office for such a period, have such authority, perform such duties as the Board may, from time to time, determine.

Section 2. Time and Place of Annual Election of Directors. The election for officers for the Board of Directors shall be held at the Annual Meeting of the Members. The election shall take place on the second Tuesday in June in the Clubhouse of Dorsey Hills Condominiums or at any other reasonable location set for the meeting by the Board of Directors. If a quorum of thirty (30) Members is not met at the Annual Meeting of the Members a Special Meeting may be called for the purpose of the election of the officers and the quorum requirements for that meeting shall be thirty (30) members.

Section 3. Term of Office. The terms of not less than two (2) of the Directors shall expire annually. On alternating years, two (2) Directors shall be elected one year and three (3) Directors shall be elected the following year. Each Director elected shall serve for a two (2) year term or until the Director's resignation, removal from office, death or otherwise disqualified to serve.

Section 4. Resignation or Removal. Any director may be removed from the Board, with or without cause, by the Board or by a majority vote of fifty-one (51%) percent (94 members) of the membership of the corporation.

The Board may declare the office of a member of the Board of Directors to be vacant in the event such member has been absent three (3) consecutive regular meetings of the Board or Directors.

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. In the event of death, vacating of office, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the remaining length of the term of his predecessor.

Section 6. Compensation. No director shall receive compensation for any service he may render to the corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The documentation for the action taken shall be filed by the Secretary along with the Minutes of the meeting for the month in which the action takes place.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board and shall see that order and resolutions of the Board are carried out as outlined under the Declaration for Deed, the By-laws and the Rules and Regulations.
- (b) **Vice-President.** The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The Secretary shall receive and have on file all correspondence directed to any member of the Board of Directors, the management company or directed to or concerning the Dorsey Hill Council of Co-Owners; shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meeting of the Board and of the Members; keep appropriate current records showing the members of the corporation together with their addresses and telephone numbers and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the corporation and shall disburse such funds as directed by resolution of the Board, keep proper books of accounts; cause an complete annual audit of the corporation's books to be made by an independent certified public accountant at the completion of each fiscal year and shall prepare an Annual Budget and a statement of income and expenditures, a copy of which shall be given to each member at the corporation's regular Annual Meeting of the Members.
- (e) **Member-at-Large.** The Member-at-Large shall perform such duties as may be required of him by the Board.

Section 9. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. Any other officer except the President may hold the office of Vice-President. No person shall hold more than two (2) offices simultaneously. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices pursuant to Section 4 of this Article.

(Amended 6/1/01)

NOMINATION AND ELECTION OF OFFICERS

Section 1. Nomination. A Nomination/Election Committee shall make nominations for election to the Board of Directors. Nominations may also be made from the floor at the Annual Meeting of the Members. The Election of Officers to the Board of Directors may not take place unless there is a quorum of the Members present.

Section 2. Nomination/Election Committee. The Nomination/Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the corporation and a member of the Management Company's staff. The Board prior to each Annual Meeting of the members shall appoint the Nomination/ Election Committee, to serve from the close of such Annual Meeting until the close of the next annual election of officers to the Board, and such appointment shall be announced at each Annual Meeting. No Member not in good standing or running for an office may serve on the Committee.

The Nomination/Election Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among eligible members only.

Section 3. Candidates. Candidates shall be from among the Members only and must be in good standing. To be considered in good standing, a candidate must be an owner of a Unit; ownership must be reflected properly recorded in the office of the County Clerk in which the Declaration of Master Deed is recorded; the Council must have actual notice of the ownership, and the candidate may not be more than thirty days in arrears of any fees. All candidates are required to furnish a resume' upon request of the Nomination Committee. Resumes for persons nominated from the floor at the Annual Meeting must be presented at the time of nomination at the Annual Meeting.

The candidates receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Criteria for Eligibility to Vote. Membership arises automatically upon the beginning of ownership of a unit and ceases automatically upon termination of ownership of a Unit. Ownership is not effective for voting, unless it is reflected properly of record in the office of the County Clerk in which this Declaration of Master Deed is recorded and unless the Council has actual notice of the ownership of the Unit. Additionally, the Unit Owner may not be more than 30 days delinquent in fees owed to the Council.

Members shall be entitled to one vote for each Unit in which they hold the interest required for membership. In the event that more than one person, group of persons, or entity is the record Owner of a fee interest in any Unit, then the vote for each such Unit shall be exercised as the record Owners among themselves determine. In no event shall more than one vote be cast with respect to any Unit.

Members may vote in person or by Proxy Ballot in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration.

Eligible Member, who votes in person, will be required to provide photo identification and sign the register to obtain their ballot. The Management Company from which voting eligibility will be determined will provide the register of eligible voters.

Section 5. Election Process - Voting. Elections to the Board shall be by secret written ballot. The Election of Officers for the Board of Directors shall take place at the Annual Meeting of the Members that is held on the second Tuesday in June each year and provided there is a quorum of 30 Members present. The number of Proxy Ballots received will be included in the count for establishing the quorum.

Section 6. Election Officials' Duties. The Election Officials shall:

- A. Use the register provided from the records of the Management Company, to determine eligibility of Member; verify identity of Member from photo identification and have Member sign voting register;
- B. Provide ballots to eligible Members at the Annual Meeting of the Members;
- C. Require any member not presently voting at the voting location to vacate the premises.
- D. Keep the ballots secure until they are tabulated;
- E. Count and tabulate the votes; publish the results of the election the day following the Annual Meeting of the Members on the bulletin board at the Dorsey Hills Clubhouse;
- F. All Election Officials shall participate in counting the votes and shall verify the votes counted. The results shall appear on a Tabulation Sheet that will be signed by all Election Officials. The result of the voting shall be posted at the Clubhouse immediately after the results are finalized and shall become part of records maintained by the Secretary, and
- G. Ballots shall be kept secure for a period of fifteen (15) days only which shall be the period allowed for Members of the Council to dispute the election of the officers.

Section 7. Ballots. The Nomination/Election Committee shall provide ballots to validated eligible Members who are voting in person in the place provided for the election of officers for the Board of Directors.

A sealed ballot box will be provided to receive all ballots. The representative of the Management Company and the Nomination/ Election Committee will open the ballot box only at the time the votes are tabulated and only in the presence of all the other members of the Nomination/Election Committee.

Ballots placed in the ballot box at the voting location shall be maintained in the ballot box provided and kept secure until they are counted after the close of the election period in the presence of all the Election Officials. Proxy Ballots will be checked against the register to ascertain that duplicate ballots have not been cast and Member voting by Proxy Ballot was eligible to vote.

Section 8. Proxy Ballot. Proxy Ballots will be available to eligible Owners one month prior to the Annual Meeting of the Members. A Member of the Council who desires to submit an Proxy Ballot shall request a ballot from the Management Company by written or telephone request. The Management Company will mail the Proxy Ballot to the Owner's address of record. The Management Company will provide Proxy Ballots to eligible Members requesting them by mailing the ballot to the Owner's address of record; Proxy Ballots received by mail will be deposited immediately into the sealed ballot box. Proxy Ballots will be checked against the register to ascertain that duplicate ballots have not been cast and Member voting by Proxy Ballot was eligible to vote.

All Proxy Ballots must be returned to the Management Company by one (1) week prior to the election date to be a valid ballot. The Proxy Ballot must be returned in envelope provided (the envelope will identify that the enclosed is an Proxy Ballot Ballots received after that date will not be considered valid and will not be counted.

The Proxy Ballots will be tabulated at the same time as the ballots presented by Owners voting in person at the Annual Meeting of the Members. Proxy Ballots are included in the count to determine the quorum necessary for the election to be held.

MEETINGS OF BOARD OF OFFICERS

Section 1. Board of Directors. Unless otherwise specifically stated in the Declaration, the Council shall act exclusively through its Board of Directors (Board.) The Council in accordance with the By-Laws shall choose the Board. The Board shall be authorized to delegate the administration of its duties and powers by written contract to a managing agent or administrator employed for that purpose by the Board.

Section 2. Regular Meeting. The Board of Directors shall meet annually within 10 days after the Annual Meeting of members and in addition to the Annual Meeting shall meet at regular meetings reasonably established as to time and place by resolution of the Board. Should said meeting fall upon a legal holiday, than that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board shall be held when called by the President of the corporation, or by any two Directors, after not less than three (3) days notice to each Director.

Section 4. Notice to Owners of Board of Directors' Meetings. Owners/Members shall be notified seven (7) days in advance of meetings by written notice to owner's address of record.

Section 5. Waiver of Notice. Any requirement of notice to a Director provided under this Article VI may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Corporation. Attendance at a meeting is considered waiver of notice.

Section 6. Quorum. A majority of the number of Directors (3 Directors) shall constitute a quorum for the transaction of business at the Board of Directors Meeting. Every act or decision done or made by a majority of the Directors present and voting at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

(Amended 6/1/01)

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board shall have power to:

- (a) Unless otherwise specifically stated in the Declaration of Master Deed, the Council shall act exclusively through its Board of Directors (Board). The Board shall be authorized to delegate the administration of its duties and powers by written contract to a managing agent or administrator employed for that purpose of the Board.
- (b) In case of ambiguity or omission, the Board may interpret the Declaration Master Deed and the other project documents, and the Board's interpretation shall be final if made without malice or fraud
- (c) adopt and publish Rules and Regulations governing the use of the Common Area and Limited Common Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) exercise for the corporation all powers, duties and authority vested in or delegated to this corporation by provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent (3) consecutive regular meetings of the Board of Directors; and
- (f) employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties.
- (g) shall have broad powers to enforce its rules and regulations and to collect its fees against non-unit owners. The powers of Council include the right to deny a non-unit owner access to any condominium facility; to fine any non-unit owner; to deprive any non-unit owner of a vote; and/or file a continuing lien against the real estate of any non-unit owner, which lien shall be in the amount of not only the fee due to the Council but also of any collections costs, including reasonable attorneys' fee. The Council may also enforce any right which it has against any non-unit owner, in court, and may collect court costs, reasonable attorneys' fees and interest. The rights of Council should be construed broadly in favor of Council so it can protect the condominium project in its dealings with non-owner user of condominium facilities.
- (h) may from time to time levy special assessments for reasonable purposes. The special assessment may be levied against one Unit, or a group of Units or all the Units, as circumstances reasonably warrant according to the Unit or Units benefited by the assessment.

(i) may levy a reasonable assessment, as a fine or penalty for violation of the Declaration of Master Deed. A lien may be filed for this assessment and this assessment may be enforced by foreclosure and otherwise treated as a regular assessment

(j) may make a reasonable late charge or charges for any assessment, or installment of an assessment, not paid when due.

(k) as more fully provided in the Declaration, to:

(1) The Council shall, from time to time, but not less than once every twelve (12) months, determine the amount of the regular assessment necessary to defray the Common Expenses for a given period not to exceed twelve (12) months. When setting the regular total assessment, the Council should include both, (A) those funds required during the period for general operating purposes, and (B) those reserve funds estimated to be necessary for future capital improvements.

All funds required for general operating purposes under (A) above may be held in the name of the Council.

All funds required for reserves for capital improvements under (B) above shall be held in an account in the name of the Council, for the benefit of all of the Owners of Units in the condominium project.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (failure to receive the notice or to give it shall not excuse payment of the assessment); and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such assessments and otherwise protect the interest of the corporation;

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any Special Meeting when such statement is required in writing by members who together can cast one-fourth (1/4) of the votes of the corporation (46 members;)

(b) supervise all officers, agents and employees of this corporation, and to see that their duties are properly performed;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board for issuance of these certificates may make a reasonable charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance as provided in the Declaration;

(i) General Insurance – Master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance. All buildings, improvements, personal property and other common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one hundred (100%) percent of the replacement value thereof; shall try to have its liability insurance contain cross-liability endorsement or appropriate provision to cover liability of the Unit Owners, individually and as a group (arising out of their ownership interest in the common elements), to another Unit Owner. The Council shall reasonably determine the amount of public liability insurance

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(ii) Fidelity Insurance: The Council must have fidelity coverage against dishonest acts on the part of officers and employees, members of the Council, members of the Board, trustees, employees or volunteers responsible for the handling of funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Council as the named insured and shall be written in the amount sufficient to provide protection which is in no event less than the insured's total annual assessment plus all accumulated reserves and all the funds held by the Council either in its own name or for the benefit of the Unit Owners.

(iii) Directors' Errors and Omissions Insurance: The Council shall purchase insurance to protect itself and to indemnify any Director or Officer, past or present against expenses actually and reasonably incurred by her in connection with the defense of any action, suit or proceeding, civil or criminal, in which she is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Council, or to obtain such greater protection and indemnification for Directors and Officers as the law of Kentucky permits.

(f) cause the Common Areas to be maintained; and

(g) otherwise perform duties imposed on the Corporation by the Declaration.

UNIT OWNER RESPONSIBILITIES:

Section 1. Declaration of Master Deed, By-Laws and Rules and Regulations. Each Unit Owner shall be responsible for familiarizing themselves with the Rules and Regulations, By-Laws and provisions of the Declaration of Master Deed.

- (a) Every Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in the Declaration for Deed, the By-Laws and the Rules and Regulations in relation to the use and operation of the Condominium project.
- (b) Failure to comply with any of the same shall be grounds for any action to recover sums due for damages and/or for injunctive relief. Such action may be maintained by a Unit Owner, the Council on its own behalf or on behalf of the Unit Owners aggrieved, or by any person or entity who hold mortgage lien upon a Unit and is aggrieved by such noncompliance. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Council to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, By-Laws rules and Rules and Regulations.
- (c) The Council may recover all of its costs of enforcement, including court costs and reasonable attorneys' fees; and all such costs shall be a continuing lien upon the Unit Owner's successors and assigns.

Section 2. Speed Limit, Owner and Guest Parking.

- (a) Each Unit Owner shall be responsible for obeying the posted speed limit for the safety and welfare of all residents in the Dorsey Hills community. Each Unit Owner shall inform guests, licensees and invitees regarding the speed limit and of the areas specifically allotted for visitor parking.
- (b) Owner will use no part of the project for parking of a trailer, truck, boat, motorcycle, RV, scooter, or anything other than operative, currently licensed vehicles without prior written consent of the Council, or for purposes of temporary loading or unloading.

(Amended 6-1-01)

Section 3. Unit Owner's Current Address The Unit Owner has the responsibility of keeping the Council informed of the Owner's current address if different from the Unit owned. Otherwise notice sent by Council to the Unit is sufficient for any notice requirement under the Declaration. The Council has the right to know who is occupying every Unit.

Section 4. Maintenance of Units.

(a) Each Unit shall be used only as a residence. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(b) Notwithstanding that some of the following might be located in the Common Areas or Limited Common Areas, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, telephone, communication equipment, security equipment, window panes, garbage disposal, storm and screen doors and windows, doors and door frames, windows and window frames, if any, and other equipment located within or connected to the Unit for the purpose of serving that Unit, are part of that Unit and the maintenance, repair and replacement of these items are the responsibility of the Unit Owner.

(c) Unit Owner shall maintain, repair and replace at his expense all portions of his electrical and air conditioning fixtures or installations and any portion of any other utility service facilities located within the Unit boundaries and any heating or air conditioning equipment located without or outside the Unit boundaries designated and install for the exclusive purposes of servicing the unit.

(d) Each Unit Owner shall maintain and repair all windows, doors, vestibules, and entryways of his Unit and of any Limited Common Area that is appurtenant to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such items.

(e) If the Owner has a garage, the Owner must repair, maintain and replace any garage door.

(f) Any repair, replacement and maintenance work to be done by an Owner must comply with any Rules and Regulations of the Council including architectural control and visual harmony.

Section 5. Damage to Limited Common Areas, Common Areas or Units.

(a) If any damage, destruction, or disturbance occurs to a Unit, a Limited Common Area, or the Common Areas as a result of the use of any easement or right, the Unit, Limited Common Area, Common Area shall be restored by the Council promptly in a reasonable manner at the expense of the person or persons making use of the easement or right that resulted in the damage, destruction or disturbance. Before beginning work, Council may require all or part of the expected expense to be prepaid by that person or those persons liable for the expense

(Amended 6-1-01)

(b) Each Owner may use the general Common Areas in accordance with the purpose for which they are intended. Each owner may not hinder or encroach upon the lawful rights of the other Owners to use the Common Areas.

Section 6. Assessments.

(a) The Owner of each Unit must pay their Unit's required assessment (maintenance fee) in advance each month. Payment is to be made to such person at such an address as Council determines. Payment shall be due on the first day of each month, unless Council otherwise directs.

(b) An additional special assessment may be made by the Council against any Unit to pay any expense resulting from a Limited Common Area, such as but not limited to a garage, benefiting that Unit.

(c) Any assessments (including special assessments) levied which is not paid on the date when due shall be delinquent and shall, together with such interest and other costs as set out in the Declaration, thereupon become a continuing lien upon the unit shall bind the Unit in the hands of the then Owner and the Owner's successors and assigns.

(d) Owners shall be responsible to pay all assessments, together with interest thereon at a rate of ten (10%) percent per annum and cost of collection (including lien preparation charge, filing fees, court costs, and reasonable attorneys' fees) shall be a charge and continuing lien upon the Unit against which the assessment is made, and shall also be the personal obligation, jointly and severally, of the Owner or Owners of the Unit at the time when the assessment fell due.

Section 7. Insurance Requirements. Each Unit Owner shall obtain insurance coverage at the owner's expense upon the unit's furnishings and her 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.

Section 8. Selling of Units.

(a) Each Unit Owner shall be responsible for notifying the Board of Directors of intent to sell his Unit. The Owner who is selling his Unit shall advise the Board of the name of the buyer and the closing date of the Unit. The Council of Co-Owners has the right to know who is occupying every Unit.

(b) Each Unit Owner upon conveying his Unit to a new Owner is responsible for providing the new Owner with two (2) Unit door keys, two (2) mailbox keys and one (1) key for the pool, exercise room, tennis court, and trash compactor. Owner is also responsible for providing the new Owner with a copy of the Declaration of Master Deed, the By-Laws, Rules and Regulations and the name and phone number of the Management Company.

(Amended 6-1-01)

Section 9. Leasing of Units.

- (a) Each Unit Owner intending to lease his unit must first inform the Board of Directors and the Management Company of his intent
- (b) Each Unit Owner who leases their Unit must provide the name or names of all residents who will be residing therein and the residence and business phone numbers to the Management Company. The Council of Co-Owners has the right to know who is occupying the Unit.
- (c) All leases must be in writing and written on a form acceptable to the Association. There may not be any month-to-month lease contracts. A Unit must remain under a valid lease contract at all times. A copy of the lease shall also be filed with the Secretary of the Board. Lessee's proof of Renter's Insurance shall be a required part of and attached to the Lease Contract.
- (d) No Owner or first mortgagee in possession of a Unit may rent a Unit for any period of less than six (6) months nor may he lease less than the entire Unit
- (e) Unit shall be used as a residence only.
- (f) Owner is responsible for providing all necessary keys and copies of the Declaration of Master Deed, By-Laws and Rules and Regulations to the lessee resident. Owner is also responsible to inform the lessee of the name, address and telephone number of the Management Company.
- (g) All leases are subject to all provisions of the Declaration, the By-Laws of the Council and the Rules and Regulations and the Louisville and Jefferson County Ordnances. If lessor or lessee is in violation of any of the provisions of the foregoing documents, the Council may bring an action in its own name and/or in the name of the lessor to have the lessee evicted and/or to recover damages.
- (h) Unit Owner will be held responsible for any damage or disturbance caused by his tenants and all cost to repair damages and legal court costs resulting.

Section 10. Keys to Hallways, Units, Recreational Facilities and Mail Boxes:

- (a) The Owner is responsible for providing hall, unit, pool, exercise room, tennis court, compactor and mail box keys to lessees or to new owners at the time of the leasing or sale of the unit.
- (b) If the key to the exercise room, tennis court, pool and compactor is lost, another key may be obtained from the Management Company for the current fee charged for each key. Owner will be required to provide photo identification and to sign for the key(s) in the office of the Management Company.
- (c) The Owner is responsible for replacing the lock to the unit's mailbox.

(Amended 6-1-01)

ARTICLE IX

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COMMITTEES

The Board may appoint such committees as it chooses. Committees must make monthly reports to the Board and may take only such actions and make only such expenditure of funds as is first approved by the Board of Directors.

INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Corporation shall indemnify any Director or Officer of the Corporation or former Director or Officer of the Corporation, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Corporation, against expenses (including attorney's fees,) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XI

MISCELLANEOUS

Section 1. Books and Records. The books, records and papers of the corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the corporation shall be available for inspection by any member by arrangement with the Secretary.

Section 2. Fiscal Year. The fiscal year shall begin on the first day of January of every year. The Board of Directors may change the commencement of the Fiscal Year herein established.

Section 3. Execution of Corporation Documents. With prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the corporation by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the corporation by such officers, agent or other person as are, from time to time, by the Board, authorized so to do.

Section 4. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 5. Amendments. These By-Laws may be amended, at a Regular or Special Meeting of the Members called for that purpose by affirmative vote of fifty-one (51%) percent of the total number of votes of the members (94 members) of the corporation

ADOPTED THIS 8th DAY OF September, 2001

DORSEY HILLS COUNCIL OF CO-OWNERS, INC.

BY: Michelle Phelps
Title: Secretary

The foregoing instrument was acknowledged before me this 8th day of September, 2001, by Michelle Phelps.

Darcy O. Starbuck Sept. 8, 2001
Notary Public State of Oregon

MY COMMISSION EXPIRES
MARCH 7, 2005

(Amended 6/1/01)

DB07728PG0884

THIS INSTRUMENT PREPARED BY:



DENNIS J. STILGER
6000 BROWNSBORO ROAD
SUITE H
LOUISVILLE, KENTUCKY 40207
(502) 893-8557

Document No.: DN2001156932
Lodged By: STILGER
Recorded On: 09/19/2001 01:28:23
Total Fees: 57.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: KELMHL

END OF DOCUMENT

AMENDMENT TO BY-LAWS

The By-Laws are amended as attached hereto. These By-Law Amendments were adopted by a special meeting of the members called for that purpose by an affirmative vote of 51% of the total number of votes of the members of the corporation. A list of those voting in favor is attached

Dorsey Hills Council of Co-Owners Inc
DORSEY HILLS COUNCIL OF
CO-OWNERS INC

By Barbara Vetter
President

By Todd Fortmeyer
Vice President

Todd Fortmeyer

AMENDMENT TO BY-LAW

Upon recommendation of the Board of Directors, it is hereby recommended that the By-Laws be amended as follows

Article VII. Section 2 (e) ^{(K)F (B)} shall be amended adding the following Notwithstanding the foregoing, the fire and extended coverage policy of the Association shall only insure the general common elements and limited common elements and not the unit owned by any individual Unit Owner

Further, Article VIII, Section 7 is amended as follows Each Unit Owner shall obtain insurance coverage at the owner's expense upon the Unit as well as on its furnishings and her personal property, and in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or upon the common areas, resulting from the negligence of the insured Unit owner, or property of others located within such Unit Owner's Unit, or in another Unit in the project in such amounts as shall from time to time be determined by the Council

Barbara Vetter

President, Board of Directors

Tom Fortwangler

Vice President, Board of Directors

Tom Fortwangler

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STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of May, 2003, by Barbara Vetter as
President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc.

Nancy O. Stanbery
NOTARY PUBLIC

My Commission Expires March 7, 2005

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 16th day of May, 2003, by Todd Fortwengler as
Vice-President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc

Nancy O. Steenberg
NOTARY PUBLIC

My Commission Expires March 7, 2005

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of May, 2003, by Todd Fortwengler as
Vice-President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc

Dorsey O. Stenberg
NOTARY PUBLIC

My Commission Expires. March 7, 2005

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of May, 2003, by Barbara Vetter as
President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc

Dorsey O. Steenberg
NOTARY PUBLIC

My Commission Expires. March 7, 2005

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of May, 2003, by Barbara Vetter as
President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc

Darcy O. Steenberg
NOTARY PUBLIC

My Commission Expires March 7, 2005

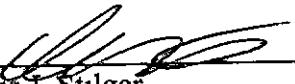
STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 6th day of May, 2003, by Todd Fortwengler as
Vice-President of the Board of Directors of Dorsey Hills Council of Co-Owners, Inc

Nancy O. Steubeny
NOTARY PUBLIC

My Commission Expires March 7, 2005

THIS INSTRUMENT PREPARED BY



Dennis J. Stulger
6000 Brownsboro Park Blvd
Suite H
Louisville KY 40207
(502) 893-8557

OWNER LISTING -- APPROVALS OF INSURANCE AMENDMENT			
Gray	Robert	301 Creason	206
Crawley	Janice	301 Creason	102
Lugo Wiscovitch	Marie	301 Creason	103
Hill	Jacqueline	311 Creason	206
Walker	Debbie	311 Creason	208
Elder	Amy	311 Creason	102
Gordon	Donna	311 Creason	101
Stacy	Kenny	311 Creason	207
Block	Camilla	401 Creason	103
Tierney	Margaret	401 Creason	205
Markwell	Carl	401 Creason	104
Keller	Judith	401 Creason	102
Fortwengler	Todd	411 Creason	207
Vance	Margaret	411 Creason	103
Gifford	Joan	411 Creason	104
Watson	Eva	411 Creason	102
Pawley	Kathleen	411 Creason	205
Boyd	Charles	421 Creason	206
Basham	Tiffany	421 Creason	208
Kastiehun	Mildred	421 Creason	205
Horror	Elizabeth	421 Creason	104
Becker	Corinne	421 Creason	207
Sleadd	Aurelia	300 Ethridge	206
Bivin	Betty	300 Ethridge	101
Freudenberger	Henry	300 Ethridge	102
Mackey	Christopher	310 Ethridge	102
Vetter	Barbara	310 Ethridge	104
Estep	Lounnda	310 Ethridge	103
Hunt	Sarah	310 Ethridge	208
Croce	Bobbi	320 Ethridge	208
Rowland	Jane	320 Ethridge	103
Hartung	Ingebord	320 Ethridge	104
Hogan	Barry	330 Ethridge	103
Pusateri	Norma	330 Ethridge	207
Small	Jean	330 Ethridge	101
Schooley	Helen	330 Ethridge	208
Penn	Mary	330 Ethridge	101
Gerchs	June	330 Ethridge	206
Heuer	Douglas	400 Ethridge	205
Thomas	Crolia	400 Ethridge	207
Wentzel	Teresa	400 Ethridge	206
Burton	Marc	400 Ethridge	103
Wedding	Hugh	400 Ethridge	101
Alexander	Leon	400 Ethridge	208
Middleton	Patsy	410 Ethridge	205
Ossian	Karen	410 Ethridge	206
Stanbury	Nancy	420 Ethridge	206
Coons	Ron	420 Ethridge	102
Diersen	Jean	420 Ethridge	103

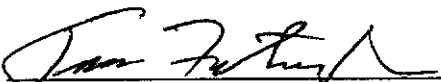
Moss	Stephanie	420 Ethridge	205	
Baxter	Barbie	420 Ethridge	208	
Vinson	Richard	430 Ethridge	101	
Bush	Karman	430 Ethridge	102	
Rohleder	Mary	440 Ethridge	205	
Rickert	Dale	440 Ethridge	102	
Kaltenthaler	Charles	440 Ethridge	104	
Pesyan	Frank	321 Piatt	101	
Roberts	Patricia	321 Piatt	207	
Gray	Robert	321 Piatt	104	
Gritton	Evelyn	321 Piatt	103	
McClellen	Dell	321 Piatt	205	
Hobbs	Stephanie	321 Piatt	102	
Miranda	Sean	331 Piatt	207	
VonNostitz	Lois	331 Piatt	104	
Angel/Goodman	Howard/Paul	331 Piatt	101	
Johns	Evelyn	331 Piatt	103	
Evans	Judy	331 Piatt	208	
Hueglin	John	341 Piatt	102	
Duncan	Sarah	341 Piatt	207	
Campisano	Joan	10500 McMeekin	207	
Overman	Janet	10500 McMeekin	101	
Canter	Kathleen	10501 McMeekin	102	
Carden	Joy	10501 McMeekin	103	
Hines	Barbara	10501 McMeekin	205	
Stauble	Donald	10501 McMeekin	207	
Han	Nancy	10521 McMeekin	207	
Galli	Patrice	10521 McMeekin	206	
Robertson	Amy	10521 McMeekin	208	
Martin	Annette	10521 McMeekin	205	
Adams/Marchand	Sara/Florence	10521 McMeekin	101	
Woldehanna	Negussie	10521 McMeekin	103	
Timmering	Donna Ann	10700 McMeekin	101	
Lipsky	Arnold	10700 McMeekin	103	
Ray	Gloria	10700 McMeekin	102	
Carr	Robert	10701 McMeekin	101	
Goodrum	Linda	10701 McMeekin	208	
Howell	Ollie	10701 McMeekin	103	
Vann	Ann	10701 McMeekin	104	
Pittenger	Michele	10701 McMeekin	206	
Gipperich	Robert	10711 McMeekin	208	
Stitzel	Lucille	10711 McMeekin	101	
Sachse-Smith	Virginia	10711 McMeekin	103	
Ising	Sheila	10711 McMeekin	102	
Eckhoff	Agnes	10711 McMeekin	104	
TOTAL APPROVALS				95
Nichter	Patricia	430 Ethridge	104	No

RESOLUTION

The Board of Directors of Dorsey Hills, first have been moved and seconded, hereby unanimously resolve to propose the attached amendment to by-laws to the council as a whole



President, Board of Directors



Vice President, Board of Directors
Todd Fortwengler