

# **Stoneview Gardens Council of Co-Owners**

## **By-Laws**

### **A Condominium Organized under the Kentucky Horizontal Property Law**

**This document and the Master Deed are required to be passed on from owner to buyer at time of sale.**

The following By-Laws shall apply to the above-named condominium regime (herein called the "Regime"), located in Jefferson County, Kentucky, as described in and created by Master Deed for Stoneview Gardens (herein called the "Master Deed") recorded in the Office of the County Clerk of Jefferson County, Kentucky as same may be amended from time to time and to all present and future Owners, tenants and occupants of any Units of the Regime and all other persons who shall at any time use the Regime. As used herein, the term "Council" shall refer to the Council of Co-Owners of Stoneview Gardens, as defined in the Master Deed recorded in the office of the Recorder of Jefferson County, Kentucky. As used herein the term Board shall refer to the Board of Administration of Stoneview Gardens, as defined in the Master Deed recorded in the office of the Recorder of Jefferson County, Kentucky.

### **ARTICLE I**

#### **Membership**

**Section 1. Qualifications.** All Owners of fifty-six (56) Units of the Regime shall constitute the Council. The administration of the Regime shall be vested in the Council and shall be known as Stoneview Gardens Council of Co-Owners. The Owners of any Unit upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council shall automatically cease.

**Section 2. Place of Meetings.** Meetings of the Council shall be held in Jefferson County at a place convenient to the Unit Owners as designated by the Board.

**Section 3. Annual Meetings.** Annual meetings of the Council shall be held on a Friday in November of each year unless the Board chooses a different time.

**Section 4. Special Meetings.** Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) (14) of the Unit Owners and presented to the Secretary.

**Section 5. Notice of Meetings.** The Secretary shall give written or printed notice of each annual and special meeting of the Council to every Unit Owner according to the Council's record of Ownership. Notice shall be given at least five (5) days for Special Meetings and thirty days (30) for Annual Meeting before the date set for such meeting. The notice shall state whether it is an annual meeting 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 owner of record personally, or (b) by leaving it at each unit in the Regime or at his usual residence or place of business, or (c) by mailing it postage paid, preaddressed to his address as it appears on the Council's record of Ownership. If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any Unit 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 failures to give notice in accordance with the provisions hereof.

**Section 6. Quorum.** The presence at any meeting in person or by proxy of thirty-three percent (33%) (19 Units) of the percentage interests of the Unit Owners shall constitute a quorum, and except for removal or Officers of Directors and amendments to the Master Deed or these By-laws, the Acts of a majority of the Unit Owners present, in person or by proxy, at any meeting at which a quorum is present shall be the Acts of the Council.

**Section 7. Voting.** Each Unit shall be entitled to one (1) vote equal to its percentage interest as set forth in the Master Deed. Only Unit Owners whose assessments and other obligations to the Council have been paid in full shall be qualified to vote. Votes may be cast in person or by written proxy by the respective qualified Unit Owners as shown in the record of Ownership of the Council. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Council the vote for any Unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Council's record of Ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such Unit in such capacity. If there is more than one Owner of a Unit, only one (1) of the Owners will be permitted to vote on matters before the council. However, the vote or the signature, as the case may be, of one (1) Owner per Unit will be sufficient to cast the vote for all of the Owners of that Unit without the necessity of obtaining a proxy or other authorization. If the Owners of a Unit disagree as to the Unit's vote and such disagreement is made known to the Board, then such Owners shall each be permitted to cast a fractional vote corresponding to their respective Ownership interest in the Unit. In the event that a unit is owned joint tenancy or tenancy by the entirety and in the event that the joint tenants disagree as to the manner of their vote and such disagreement is made known to the Board, the joint Owners shall each be permitted to cast a one-half (1/2) fractional vote.

**Section 8. Proxies and Pledges.** The authority given by any Unit Owner to another person to represent him at meetings of the Council shall be in writing, signed by such Owner and filed with the Secretary at the commencement of any meeting in which the vote of the proxy shall be exercised. A new proxy needs to be submitted prior to each meeting in which it will be exercised. Such authority shall be revoked by the death or mental incapacity of such Owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale or lease of any Unit or interest therein, a true copy of which is filed with the Board through the Secretary shall be exercised only by the person



designated in such instrument until written notice of release or other termination thereof is filed with the Board in like manner.

**Section 9. Adjournment.** Any meeting of the Council may be adjourned from time-to-time to such place and time as may be determined by majority vote of the Unit Owners present, whether or not a quorum (33% or 19 Unit Owners) is present, without notice other than the announcement at such meeting. At any such adjourned meeting a quorum must be present for any business to be transacted by the Council.

## **ARTICLE II**

### **Board of Administration**

**Section 1. Number and Qualifications.** The affairs of the Council and the Regime shall be governed by the Board as defined in the Master Deed relating to Stoneview Gardens, and shall be composed of five (5) members. All members of the Board shall be Unit Owners except in the event a Unit Owner is a legal entity other than an individual; any officer, director, shareholder, partner, beneficiary or trustee of such other entity shall be eligible to serve as a Director of Member of the Board. Only one (1) owner/member of a Unit shall serve on the Board at any time. The Board shall serve without compensation unless otherwise authorized by the Council.

**Section 2. Powers.** The Board shall have all powers necessary for the administration of the affairs of the Council and do all such acts and things therefore as are not by law, the Master Deed, these By-laws or Rules and Regulations of the Regime directed to be exercised or done only by the Unit Owners. The Officers and Directors of the Board shall have one (1) vote in matters coming before the Board and they shall also be in the respective Officers and Directors of Stoneview Gardens Council, if same is at any later date incorporated as a non-profit Kentucky Corporation. In the event that an individual serves as an Officer and Director concurrently, said individual shall be entitled to only one (1) vote.

**Section 3. Election and Term.** Election of Board members shall be by secret ballot at annual meetings and any special meeting called for the purpose. The Owner of

each Unit entitled to vote at such election shall have the right to cast, in person or by proxy, one (1) vote for each Unit owned by him for Board members to be elected at such election. All nominations shall require the Owners of at least two (2) Units and shall be submitted to the Secretary at least ten (10) days before said election. Likewise, nominations may be made from the floor at all annual meetings and require the Owners of at least two (2) Units. Members of the Board shall hold office for a period of two (2) years and until their respective successors have been elected, with the exception of three (3) of the Directors elected at the first annual meeting, who shall hold office for a term of one (1) year in accordance with the provisions of the Master Deed. Board members shall be subject to removal as herein provided.

**Section 4. Vacancies.** Vacancies in the Board of Administration caused for any reason 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 serve out the term of the Director whom he replaced. 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 at a special meeting of the Council duly called, any one or more of the Directors may be removed with or without cause by vote of two-thirds (2/3) (38) of the Unit Owners and a successor may then and there be elected to fill the vacancy this created. Any director whose removal has been proposed by the Unit Owners shall be given a reasonable opportunity to be heard at such meeting.

**Section 6. Annual Meeting, Election of Officers of the Board.** An organizational meeting of the Board may be held at the place of and immediately following each annual meeting of the Council, and no notice shall be necessary to any Board members in order to validly 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 Council for the ensuing year.

**Section 7. Regular Meetings of the Board.** Regular meetings of the Board 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 (1) 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 or telegraph, at least two (2) days prior to the date of such meeting.

**Section 8. Special Meetings of the Board.** Special meetings of the Board may be called by the President on at least seven (7) days 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 of the written request of at least two (2) Board members.

**Section 9. Waiver of Notice.** Before or at any meeting of the Board, 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 of the Board 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 there of shall be required, and any business may be transacted at such meeting.

**Section 10. Quorum of the Board.** At all meetings of the Board, a majority of the total members of the Board shall constitute a quorum (three members)(3) 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 may require that any Officer, employee or agent of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Council.



### ARTICLE III

#### Officers.

**Section 1. Designations.** The Master Deed shall designate the number and title of the Officers of the Council.

**Section 2. Election and Term.** Unless otherwise provided in As, described in the Master Deed the Board of Administration shall be composed of five (5) members. Officers of the Council shall be elected by a majority vote of the Board from among its members and shall hold office until the following annual meeting unless sooner relieved of their duties in accordance with the provisions contained within these By-Laws.

**Section 3. Removal.** Any Officer may be removed either with or without cause by two-thirds (2/3) majority vote of the Board and his successor elected at any regular meeting or special meeting of the Board.

**Section 4. President and Vice President.** The President shall be chief executive officer of the Council and shall preside at all meetings of the Council and the Board. 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 Council. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time-to-time 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 Council and of the Board, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of Ownership of all Units, have charge of such books, documents and records of the Council as the Board may direct, and shall also perform such other duties as may be assigned by the Board or the President.

**Section 6. Treasurer.** The Treasurer shall maintain and keep the financial records and books of account of the Council, prepare regular reports thereof, be

responsible for the proper deposit and custody, in the name of the Council, of funds and securities and shall also perform such other duties as may be assigned by the Board or the President.

**Section 7. Auditor.** The Board shall appoint annually an accountant or accounting firm as auditor, who shall not be an Officer of the Council nor own any interest in any Unit, to audit the books and financial records of the Council.

#### **ARTICLE IV**

##### **Administration**

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

- (a) The supervision of the immediate management and operation of the Regime;
- (b) The use, maintenance and repair of the Regime;
- (c) Inspection, maintenance, repair, replacement and restoration of the Common Elements and any additions and alterations thereto;
- (d) The cleanliness and sanitary condition of the Regime including grass cutting and snow removal of the primary roadway and driveways and sidewalks;
- (e) Purchase, maintenance and replacement of any equipment and provide for all water and utility services required for the Common Elements;
- (f) Provisions at each Unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such Unit or as a common expense as determined by the Board;
- (g) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Regime;



- (h) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments for such year;
- (i) Levy and collection of appropriate assessments and monthly maintenance fees for the operation of the Project and payment of all common expenses;
- (j) Maintenance of a separate account for a reserve and capital replacement fund to be used for substantially repairing, replacing or erecting major capital improvements of or upon the Common Elements, all withdrawals there from requiring two signatures;
- (k) Purchase and maintain in effect all policies of hazard and liability insurance for the Regime required by the Master Deed, which insurance shall cover the unfinished interior walls of each Unit, and such other insurance and bonds as may be required or authorized by the Master Deed or the Council or the Board;
- (l) Contract with any persons, corporations or other entities to provide services to the Regime, provided no such contracts (other than insurance contracts and management agreements) shall be made which may not be terminated upon ninety (90) days written notice or upon thirty (30) days written notice for cause;
- (m) Notification to all persons having any interest in any Unit, according to the Council's record of Ownership, of delinquency exceeding thirty (30) days in payment of any assessment against such Unit;
- (n) Assignment and supervision of motor vehicle parking including the authority to reasonable rules, fines and charges in regard thereto;
- (o) Supervision of the use of the Common Elements;
- (p) Maintenance of the Regime as a first-class condominium project and the adoption of any Rules and Regulations deemed necessary to provide for the beneficial, proper and harmonious use and conduct of the regime;

(q) Enforcement of the terms of these By-Laws, the Master Deed and Rules and Regulations;

(r) The Board shall, subject to the approval of a majority of the Council in attendance at the meeting at which a quorum is present, each year estimate the common expenses of the for the next year. Thereupon it shall determine the portion of such common expenses attributable to each Unit and proceed to levy and collect from each Unit Owner one-twelfth (1/12) of such amount monthly. Should no such determination be formally made for any year the monthly assessments for each Unit for the previous year shall be levied and remain in effect until changed by the Board with the approval of a majority of the Council. As used herein "year" shall mean fiscal year, which shall correspond to the calendar year from January 1 through December 31;

**Section 2. Managing Agent.** The Board may employ a professional Managing Agent or Administrator to handle the operation of the Regime under the direction of and subject to the approval of the Board, with all the administration functions set forth specifically in preceding Section 1, and such other powers and duties, and such compensation at the Board may establish. The management agreement must be terminable for cause upon thirty (30) days notice and run for a reasonable period of time of not more than one (1) year. Any management contracts negotiated by the Board may be renewable by consent of the Board and management.

**Section 3. Representation.** The President or Managing Agent, subject to the direction of the Board, shall represent the Council or any two (2) or more Unit Owners similarly situated as a class in any legal proceeding affecting the Council, the Common Elements or more than one (1) Unit and may participate in such proceedings without limiting the rights of any Unit Owners to participate individually.

**Section 4. Execution of Instruments.** All checks, drafts, notes, acceptances, and conveyances, contracts and other instruments shall be signed on behalf of the Council by such person or persons as shall be provided by general or special resolution of the Board or, in the absence of any such resolution applicable to such instrument, by the President or Treasurer, except that those accounts or certificates in which the reserve and capital and replacement funds are deposited shall require two (2) signatures for withdrawal.

## **ARTICLE V**

### **Obligations of Unit Owners**

**Section 1. Assessments.** All Unit Owners shall pay to the Board, or if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly assessment against their respective units for common expenses of the Project in accordance with the Master Deed. The assessment is delinquent if not received on or before the tenth day of the month that it is due. In the event that any Unit Owner is delinquent in the payment of any monthly assessment, a late charge equal to fifteen percent (15%) of the delinquent assessment shall become due and payable and interest shall thereafter accrue at the rate of one and one-half percent (1-1/2%) per month until paid.

**Section 2. Maintenance of Units.** It shall be the duty of every Unit Owner to repair and replace at the Owner's expense, all portions within his Unit including, but not limited to, water, sewer, telephone and electric lines, cable television, painting, carpeting, papering, plastering, appliances and fixtures, including plumbing fixtures, and heating and air-conditioning equipment, smoke alarms and security systems, except as otherwise provided by law or the Master Deed. All pipes and ducts for heating and air-conditioning, screen doors and windows, storm doors, window sashes and glass and any and all other equipment or improvements serving only one (1) particular Unit shall be maintained, repaired or replaced at the expense of that Unit Owner although located in a General or Limited Common Area. The Unit Owner shall be liable for any loss or damage whatsoever caused by his failure to perform any such work diligently, and, in the



case of such failure after reasonable notice to perform, shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board or the Managing Agent. In addition, each Unit Owner shall keep clean all windows, patios or decks and storage areas assigned to him. Every Unit Owner and occupant shall reimburse the Council promptly on demand for all expenses incurred by the Council in repairing or replacing any loss or damage to the Common Elements, where caused by such Owner or occupant or by their guests or members of their households, or incurred for cleaning or repairing appurtenant limited Common Elements. They shall give prompt notice to the Board or Managing Agent of any loss or damage or other defect in the Regime when discovered.

**Section 3. Use of the Regime.**

(a) All Common Elements of the Regime shall be used only for their respective purposes as designed.

(b) No Unit Owner or occupant shall place, store or maintain in the Common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such Common elements or permit said elements to be unsightly or disorderly.

(c) Every Unit Owner and occupant shall at all times keep his Unit and any Limited Common Element appurtenant thereto (including all windows) in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now and hereafter made by any governmental authority, the Council or the Board applicable to the Regime.

(d) No Unit Owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his Unit or the Regime nor alter or remove any furniture, furnishings or equipment of the Common Elements.

(e) No nuisances shall be allowed on the Regime nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the

Regime by its residents. No immoral, improper, offensive or unlawful use shall be made of the Regime.

(f) All windows with the exception of the two (2) triangular windows shall have window treatments (blinds, draperies, etc.). All draperies shall be lined in an "off white" or plain white color, and all window treatments (blinds, draperies, etc.) that are visible from the exterior of the unit must be approved in advance and in writing by the Board or its designated agent. Unit Owners may, upon advanced approval of the Board apply gray sun reflecting window treatment.

(g) There shall be no changes, alterations or additions to the building made on the outside of any Owner's Unit and no portion of the General Common Elements shall be altered or removed without the Board's consent.

(h) No signs, posters or bills may be placed or maintained in the Regime unless approved by a majority of Unit Owners, except that an owner may place and maintain one (1) "For Sale" sign in the window of their unit for a reasonable time, not to exceed three (3) feet by two (2) feet in size. One (1) two feet by three feet directional "For Sale" sign may be placed in the General Common Element near the seller's unit.

(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 of the Regime or in other areas within view of the other occupants.

(k) No rugs or other objects shall be dusted or shaken from windows of the Regime.

(l) No pets other than one (1) dog of less than twenty-five (25) pounds, caged birds, fish or one (1) cat may be kept in any Unit at any time and no pets may be kept on the General Common Elements. All pets

belonging to Unit Owners and their guests, when outside the Owner's Unit, shall be on a leash controlled by a responsible person, who shall carry a scooper and maintain the cleanliness and orderliness of the grounds as a result of any such pet's activities immediately upon the conclusion of those activities. No pet shall be permitted to remain in the Regime if it becomes an annoyance or nuisance to other Unit Owners.

(m) No Unit Owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antennas, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Regime or protruding through the walls, windows or roof thereof.

(n) Nothing shall be allowed, done or kept in any units or Common Elements of the Regime which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Council.

(o) No truck, pickup truck, van, house car, motor home, recreational vehicle, bus, trailer, boat or inoperable automobile shall be regularly or habitually parked in the Regime unless same shall be parked in a garage. The Board may make special, temporary dispensation of seven (7) days. Request must be made in writing and presented at a regular Board meeting prior to date of dispensation.

(p) A Unit Owner, or his agents, shall have the right to show his Unit at reasonable times of the day for the purpose of sale or lease.

(q) All Owners, occupants and their guests shall be subject to the Master Deed, the By-Laws and Rules and Regulations of the Regime.

(r) No exterior clotheslines shall be permitted and no clothes shall be hung so that they are visible from the exterior of the building.



(s) All shrubs, flowers and weeds are the responsibility of the Unit Owner and shall be maintained by said Unit Owner. If the Unit Owner is unable or chooses not to maintain shrubs, flowers and weeds at his/her Unit, the Board will hire a knowledgeable person to perform any such work and the Unit Owner shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board. (Approved by majority vote of the Unit Owners at a Special Meeting held on May 18, 2001)

**Section 4. Regime Rules.** The Board may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Regime not inconsistent with any provision of law, the Master Deed or these By-Laws.

**Section 5. Fines.** Unit Owners, who fail to comply with the terms of the By-Laws, within a reasonable period of time after written notification, shall be fined according to the following schedule:

- \$25.00 after ten (10) days
- Additional \$50.00 after twenty (20) more days
- Additional \$100.00 after thirty (30) more days and for each additional thirty (30) days.

**Section 6. Mortgages.** Any Unit Owner who mortgages his Unit, or any interest therein, shall notify the Board of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary or the Managing Agent shall maintain all such information in the record of Ownership of the Council. The Board or the Managing Agent at the request of any mortgagee or prospective purchaser of any Unit, or interest therein, shall report to such person the amount of any assessments against such Unit then due and unpaid.

## ARTICLE VI

### Miscellaneous

**Section 1. Amendment.** These By-Laws may be amended in any respect not inconsistent with provisions of law or the Master Deed at any meeting of the Council provided thirty (30) days written notice of the proposed amendment (s) and of the meeting has been sent to each Unit Owner, by the affirmative vote of a majority (51%) (29 Units) of the total percentage interest of all Council members, (in person or by proxy).

**Section 2. Indemnification.** Every Board Member, Officer and/or their executors or administrators shall be entitled to indemnification by the Council for all expenses reasonable incurred by or imposed upon them in connection with any action, proceeding or suit in which they may be made a party by reason of being or having been a board Member and arising out of their actions, in actions, errors, or omissions discharged in the course and scope of their duties to the Board, Council or condominium project in general, unless such board Member, Officer and/or executor/administrator is finally adjudged to be fraudulent or acting in bad faith in his conduct, in which case indemnification shall not be granted. Notwithstanding the foregoing, indemnification may be provided if authorized by a majority vote of the Council constituting a quorum and not including any Director made a party to the particular action, or by a majority vote of the Council constituting a quorum. In any instance in which liability is imposed on a Director for conduct taken pursuant to a vote of the Board, such Director shall be entitled to contribution from the other Directors voting affirmatively for such conduct. The foregoing right of indemnification and contribution shall not be exclusive of any other rights to which such person may be entitled.

**Section 3. Interpretation.** The invalidity of any provision of these By-Laws, the Master Deed or Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws, the Master Deed or

Rules and Regulations. Any reference herein to the masculine shall be deemed to automatically include the feminine.

**Section 4. Incorporation.** In the event the Board or the Council (Association) chooses to incorporate the Council (Association) as permitted in the Master Deed, these By-Laws shall become the By-Laws of said Corporation.

**Section 5. Inter-Council Council.** By action of the Board, the Council may participate in and contract with other such boards and councils of condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

**Section 6. Enforcement.** Violation of the provisions of the Master Deed, these By-Laws or any Regime rules may be remedied in any court of law or equity having jurisdiction thereof by the Council, its Board, or Managing Agent or administrator, or any Unit Owner or Owners entitled to relief with the remedies available to such person or persons including damages, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.



**ARTICLE VII**

**Procedural Rules.**

The rules contained in Robert's Rules of Order Revised shall govern the Council in all cases to which they are applicable, and in which they are not inconsistent with these By-Laws, Rules and Regulations or the Master Deed.

Council of Stoneview Gardens,  
A Condominium Community

By: Linda Dignan  
President, Board of Administration  
Stoneview Gardens,  
A Condominium Community

**CERTIFICATION**

I, the undersigned Secretary of Stoneview Gardens, do hereby certify that the foregoing is a true and accurate copy of the By-Laws of Stoneview Gardens as same was passed by the Board of Administration and Council of Stoneview Gardens, this 27<sup>th</sup> day of April, 1998 as signed by Linda Cambron, who was Secretary at that time.

This document was reviewed, no changes were recommended, and previous amendments were inserted, this 17<sup>th</sup> day of November, 2006.

Care Dohru  
Review Chair

Lou Eichenberger  
Secretary,  
Stoneview Gardens,  
A Condominium Community