

BYLAWS
OF
GLENMARY SPRINGS HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership

The membership of Glenmary Springs Homeowners Association, Inc. (the "Association") shall consist of the members with the voting rights as hereinafter described, including powers of attorney vested in GSD 2010, LLC, a Kentucky limited liability company (the "Declarant"), designated in the Declaration of Covenants, Conditions, and Restrictions for the Glenmary Springs Patio Home Subdivision ("Declaration") dated November 7, 2011, as recorded in Deed Book 9801, Page 418, in the Jefferson County Clerk's Office, as the same may be amended from time to time, pertaining to the residential community known as Glenmary Springs Patio Home Subdivision (the "Community"). The Articles of Incorporation of the Association were recorded on November 7, 2011, in the Kentucky Secretary of State's Office.

Section 2. Offices

2.1 Registered Office. The Association shall maintain a registered office in the Commonwealth of Kentucky as required by Kentucky law. The address of the registered office may be changed from time to time.

2.2 Principal Office. The office of the Association and of the Board of Directors of the Association (the "Board") shall be located initially at PO Box 189, 1854 Midland Trail, Shelbyville, Kentucky 40066, and thereafter at such other office as the Board may determine from time to time.

2.3 Other Offices. The Association may also have offices at such other places both within and without the Commonwealth of Kentucky as the Board may from time to time determine or the business of the Association may require.

Section 3. Meetings

3.1 Initial Meeting. The Declarant shall notify the "Members" (as defined in Section 7 below) of the time and place of the first annual meeting (the "Initial Meeting") of the Members, which shall be held in the first calendar year following the "Turnover Date" (as defined in Section 7.2 below). Until the Initial Meeting, the Declarant shall appoint each Director of the Board of Directors.

3.2 Annual Meeting. After the Initial Meeting is held, the annual meeting of the Members shall be held at such time and place as shall be designated by the Board, for the purpose of electing the Board, adopting an annual budget, and transacting such other business as may properly come before the meeting.

3.3 Special Meetings. Special meetings of the Members may be called at any time by the Board or by Members holding, in the aggregate, twenty percent (20%) of the voting power of all Members. The Secretary shall call a special meeting to be held at a time fixed by the Secretary, pursuant to written notice set forth below, after the Secretary shall have received a written request from the Board or a petition signed by Members holding, in the aggregate, twenty percent (20%) of the voting power of all Members. If the Secretary neglects or refuses to issue such call, then the call may be issued by any Director or any Member who signed the petition.

3.4 Place of Meetings. Meetings of the Members shall be held at the registered office of the Association unless the Board, by resolution, designates a different place for the meeting, in which case the meeting shall be held at the place thus designated.

3.5 Notice of Meetings. The Secretary shall cause written notice of the time, date and place and purpose of each meeting of the Members to be delivered, either personally or by mail, to the Members entitled to vote not less than ten (10) nor more than thirty-five (35) days before the date of the meeting.

3.6 Waiver of Notice. The attendance of any Member at any meeting of Members without protesting the lack of proper notice shall constitute a waiver of such notice.

3.7 Quorum. Vote Required. Members holding twenty percent (20%) of the votes entitled to be cast on the matter to be voted upon represented in person or by proxy shall constitute a quorum at a meeting of Members. In all matters requiring a vote, both as to Members and as to the Board, a simple majority of a quorum of Members/Directors assembled shall constitute the passage or defeat of all issues.

3.8 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all Members entitled to vote, and such written consent is filed with the minutes of proceedings of the Members entitled to vote.

3.9 Proxy Voting. At all meetings of Members or of the Board, proxy votes may be cast and shall be counted if such proxy is, in writing, signed by the person entitled to cast such vote, and submitted to the Secretary a minimum of forty-eight (48) hours prior to said meeting. Proxy votes shall be valid only during the particular vote and/or meeting which is spelled out in the written proxy to the Secretary.

3.10 Rules of Order. All meetings of Members or the Board shall be governed by Robert's Rules of Order.

3.11 Record Date. The Board may set a record date for determining the Members who are entitled to receive notice of or to vote at any meeting of the Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Board, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case in which a person's

or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving the right to vote.

Section 4. Board of Directors

4.1 Number and Term of Office. The affairs of the Association shall be managed by a Board of not less than three Directors. The Board shall be elected at the annual meeting by the Members entitled to vote called for that purpose. A Director shall hold office until the next annual meeting of Members and until his or her successor is elected and has accepted the election by either an acceptance in writing or being present and acting as a Director at either a regular or special meeting of the Board.

4.2 Vacancies. The office of a Director shall become vacant if he or she dies or resigns by writing signed by him or her and delivered to the Association. Any vacancy in the Board may be filled for the unexpired term by a vote of the majority of the remaining Directors though less than a majority of the whole Board.

4.3 Meetings; Notice. A regular meeting of the Board shall be held immediately after the annual meeting of the Members or any special meeting of Members at which a Board is elected. The Board may decide to meet on the basis of a regular schedule of meetings, in which event said schedule of meetings shall be announced in advance at a Board meeting, published in the minutes of that Board meeting, and made available to any Member upon request of same. Special meetings of the Board may be called by the President or by any two Directors pursuant to notice set forth below.

4.4 Additional Notice Provisions; Waiver. Notice of the time and place of any special meeting of Directors shall be served upon each Director by direct telephone communication at least twenty-four (24) hours prior to such meeting or by mail to the address as shown by the books of the Association at least seven (7) business days prior to the time of such special

meeting. Notice of any regular or special meeting of Directors may be waived either before or after the meeting by any Director. The attendance of any Director at any regular or special meeting of Directors without protesting the lack of proper notice shall be deemed to be a waiver of notice of that meeting. Any Director may participate in such meeting by telephone communication, which may be in lieu of such Director's actual, physical presence.

4.5 Quorum. A majority of the Directors present in person or by proxy shall constitute a quorum.

4.6 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board.

4.7 Duties of the Board of Directors. The Board shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the common areas, common area facilities, common improvements (collectively, the "Common Areas"), as well as the Lots as more particularly set forth in the Declaration, and the collection and disbursement of the expenses pertaining thereto, as hereinafter defined. These duties may include, but are not limited to:

(a) management, maintenance, repair and replacements of the Common Areas and Lots;

(b) procuring of utilities used in connection with the common facilities and/or Lots, removal of garbage and waste, and snow removal from the Common Areas and Lots and, if the Board deems prudent, from public streets in the Community;

(c) landscaping, painting, decorating, and furnishing of the Common Areas and Lots;

(d) maintaining sidewalks;

(c) assessment and collection from the Members of their pro rata share of the Common Expenses (as hereinafter defined) and pay for said Common Expenses from the Association funds; "Common Expenses" shall mean and include all expenses, including, without limitation, expenses for accounting, legal, architectural, or other professional or service fees; an amount for working capital of the Association; an amount for a general operating reserve; an amount for a reserve fund for replacements; an amount for a reserve fund for capital expenditures; an amount to make up any deficit in the Common Expenses for any prior calendar year; and any amount required or authorized to be spent by the governing documents by or on behalf of the Association, its Directors and its Officers;

(f) causing to be kept a complete record of all its acts and corporate affairs and to present a statement of said corporate affairs to each Member on an annual basis or at any time within 30 days of receipt of a written request for said records from any Member;

(h) procuring fire and extended coverage insurance covering any improvements on or to the Common Areas and/or Lots to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Members and the Association; and,

(i) assessment and collection of special assessments from any or all of the Members.

4.8 Powers of the Board. The Board shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a managing agent or a real estate management company to assist the Board in performing its duties, and/or engage professional, clerical and service personnel, as necessary, to perform necessary duties within the Association and/or at its meetings and/or to maintain the Common Areas and Lots and the legal and financial needs of the Association.

(b) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board;

(c) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of the Association;

(d) to include the costs of all of the above and foregoing as a Common Expense;

(e) to open and maintain one or more bank accounts in the name of the Association;

(f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and Lots and for approving the payment of vouchers, invoices and the like;

(g) to adopt, revise, amend and alter from time to time reasonable Rules and Regulations with respect to use, occupancy, operation, and enjoyment of the Common Areas and Lots;

(h) to grant easements and other rights over the Common Areas;

(i) to impose non-discriminatory fines upon any Member if they, or any members of their family, guests or invitees, shall violate any rules or regulations adopted by the Association, which fine shall be collectible by the Association in the same manner as payment of the Annual Assessment is collectible, and which fine shall be secured by a lien on the Lot owned by such Member and subject to late charges and interest to the same extent as a late payment of the Annual Assessment; and

(j) to do such other acts and things as are in the best interest of the Members and which are not contrary to law.

4.8 Compensation; Conflicts. No Director shall receive any compensation for any service such Director may render to the Association in such Director's position as Director. However, all Directors shall be entitled to reimbursement for actual expenses incurred in the performance of such Director duties. While Directors may also serve as officers, no Director shall either, directly or indirectly, vote upon, influence, bid or accept any labor or service contract let by the Association that involves monetary or personal gain to that Director or his or her family. This conflict provision shall not apply to any developer of any portion of the Community during such time as such developer is actively engaged in the development of or building of homes in the Community.

4.9 Nominations. Nominations for any position on the Board shall be made by the following methods:

(a) Any Member interested in serving on the Board shall submit his or her name in writing to any Director, and said Director shall turn such name over to a 3-person Nominating Committee appointed by the President at least thirty (30) days in advance of the Annual Meeting of the Members.

(b) Nominations for Board positions shall be made by such Nominating Committee to the Board which shall, in turn, present a list of nominees to the Members at the Annual Meeting. Nominations, with a second, shall also be taken from the floor of the Membership at the Annual Meeting.

4.10 Non-Liability of Directors. The Directors shall not be liable to the Members or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad

faith or contrary to the provisions of law. The Association shall if reasonably available carry liability insurance for the Board, and the cost of such insurance shall be included as part of the "Common Expenses". It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Members shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract entered into by the Board on behalf of the Association shall be in the name of the Association.

4.11 Indemnity of Directors and Officers. The Association shall indemnify every officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The officers and trustees shall not be liable for any mistake of judgment, negligent act or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, (except to the extent that such officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled.

4.12 Committees. The Board may create one or more committees, each of which shall consist of at least three persons (including at least one Member of the Board), and may delegate to any such committee any of the authority and power of the Board. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any

committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by the unanimous written action of all of its members. Any such act or authorization of any committee, within the authority delegated to it by the Board, shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas of its meetings, maintaining records of its meetings and actions, and other administrative matters, subject to any procedures which may be established for that committee, or all committees, by the Board.

Section 5. Assessments.

5.1 Types of Assessments. Except as set forth in Section 5.4 below, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be determined, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant this Section.

5.2 Special Assessments.

(a) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Areas, Lots, or any easement, street, drive, walkway or other right-of-way, including necessary fixtures or personal property related thereto.

(b) In addition to other special assessments authorized by this Section 5.2, the Directors may make a separate special assessment without a vote of the Members, for the construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities, including, but not limited to, retention and

detention ponds. The assessment provided for by this Section 5.2(b) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate public body, agency or utility company.

(c) In addition to other special assessments authorized under this Section 5.2, the Directors may also make a separate special assessment as necessary for compliance with all subdivision and other ordinances, rules and regulations of Louisville Metro. Specifically, but not by way of limitation, the Board may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(d) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(e) In addition, the Directors may levy a special assessment or charge against any Member and/or Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs, for purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Member has failed to make or which the Association or Board has the duty or right to make, or for repairing any damage caused by a Member or such Member's employees, agents, invitees or tenants. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Members for damage to the Common Areas or the Lots.

5.3 Procedures. Assessments shall be made in a manner and subject to the following procedure:

(a) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year, taking into consideration all anticipated items of expense,

including reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets, and/or the expense of any items not indicated on the proposed budget which may occur are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Areas, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(b) Subject to requisite member approval as set forth herein, special assessments shall be made by the Directors upon thirty (30) days' notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(c) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Jefferson County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a notice of the assessment upon the Lot itself.

(e) The failure or delay of the Directors to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Member's obligation to pay such assessment whenever the same shall be made, and in the

absence of any annual assessment the Member shall continue to pay at the then existing rate established for the previous payment period.

5.4 Limitation on Assessments. Notwithstanding the foregoing, the following properties subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All Common Areas; and
- (b) All Lots owned by Declarant.

5.5 Late Charge. If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Member personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in this Section 5 with respect to enforcement of payment of same. The Board is hereby authorized to notify any mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

5.6 Liens. Any and all annual and special assessments, and charges as provided in this Section 5, together with interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which the Member, his or her heirs, devisees, personal representatives, successors and assigns, without the need or requirement of filing any additional documentation with respect to such lien. Recording of the Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided, and further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such

assessment and/or charge, together with interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Member at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

Section 6. Officers

6.1 Officers. The Association may have one or more Vice Presidents and shall have a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Association may also have such assistant officers as the Board may deem necessary, all of whom shall be elected by the Board. Any two or more offices may be held by the same person except the office of President and Secretary.

6.2 President. The President shall

- (a) Have general charge and authority over the business and affairs of the Association subject to the direction of the Board;
- (b) Have authority to preside at all meetings of the Members and of the Board;
- (c) Have authority acting alone, except as otherwise directed by the Board, to sign and deliver any document on behalf of the Association; and
- (d) Have such other powers and duties as the Board may assign to him or her.

6.3 Vice President. The Vice President, or if there is more than one Vice President, the Vice Presidents in the order of their seniority by designation (or if not designated, in the order of their seniority of election), shall perform the duties of the President in his or her absence. The Vice President shall have such other powers and duties as the Board or the President may assign to him or her.

6.4 Secretary. The Secretary shall:

- (a) Issue notices of all meetings for which notice is required to be given;
- (b) Keep the minutes of all meetings and have charge of the corporate record books; and
- (c) Have such other duties and powers as the Board or the president may assign to him or her.

6.5 Treasurer. The Treasurer shall:

- (a) Have the custody of all funds and securities of the Association;
- (b) Keep adequate and current accounts of the Association's affairs and transactions; and
- (c) Have such other duties and powers as the Board or the President may assign to him or her.

6.6 Other Officers. Other officers and agents of the Association shall have such authority and perform such duties in the management of the Association as the Board or the President may assign to them.

Section 7. Members; Classes of Membership.

7.1 Class A. The "Class A Members" shall be all owners of a subdivided parcel of land as shown on any final recorded plat of the Community (other than any Common Areas) (the "Lot Owners"), with the exception of the Declarant, and shall be entitled to one vote for each Lot owned (subject to Section 7.2 below). When more than one person holds an interest in any Lot, all such persons shall be the Class A Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

7.2 Class B. The "Class B Member" shall be the Declarant, who shall be granted an irrevocable proxy by all Lot Owners to cast all votes, including the right to vote for and appoint all members of the Board, commencing on the date hereof and continuing until the "Turnover Date" (as hereinafter described). Class A Members shall not be entitled to exercise any vote until the Class B Membership shall cease and be converted to Class A Membership on the happening of one of the following events, whichever occurs earlier (the "Turnover Date"):

- (a) When, in its discretion, the Declarant member(s) so determine(s);
- (b) Within 180 days following the date when 100 percent (100%) of the lots which may be developed in this Subdivision have been sold by the Declarant; or
- (c) January 1, 2030.

Upon conversion of Class B membership to Class A membership, Declarant shall provide sufficient funds in the Association account so that no less than a Three Thousand Dollar (\$3,000.00) balance in the account is available at the time the conversion occurs.

The "Class A Members" and the "Class B Member" are sometimes collectively referred herein to as the "Members".

Section 8. Amendment to Bylaws

These Bylaws may only be amended by a vote of at least sixty-seven percent (67%) of the Membership Votes in the Community, including Lots in Sections hereinafter created, voting in person or by proxy at an annual meeting or a duly constituted special meeting called for such purpose. Until such time as the Class B Membership terminates, Declarant shall have the unilateral right to amend these Bylaws.

APPROVED by the Board this 19 day of December, 2011.



Secretary