

AMENDED BYLAWS OF
THE HARRODS CREEK OVERLOOK CONDOMINIUMS
COUNCIL OF CO-OWNERS

ARTICLE I
General

(A) Description and Name

These are the Amended Bylaws (hereafter Bylaws) for Harrods Creek Overlook Condominiums Council of Co-Owners, Inc. (hereafter called the "Council"), a Kentucky nonstock, nonprofit corporation, which is composed of every owner of a unit in Harrods Creek Overlook Condominiums (the "Condominium"), as created by Premier Land Co., LLC, a Kentucky limited liability company, by a master deed (the "Master Deed") recorded in Deed Book 08747, Page 0930, in the office of the Clerk of the County Court of Jefferson County, Kentucky, which has been amended from time to time. Certain capitalized terms used herein without definition shall have the meanings ascribed to them in the Master Deed.

(B) Purposes of Council

The Council, acting in accordance with the Master Deed, applicable provisions of the Kentucky Condominium Act, the Articles of Incorporation of the Council, and these Bylaws, and through its officers, and through the Board of Directors of the Council, shall govern the affairs of the Condominium and provide for the harmonious use and occupation thereof.

(C) Principal Office

The principal office of the Council and of the Board of Directors shall be located upon assumption of governance by the Council at the clubhouse at Harrods Creek Overlook or at such other location as the Board may designate. The mailing address for correspondence and notices to the Council and Board of Directors shall be the address of the Managing Agent, or such other address as the Board of Directors may hereafter designate from time to time.

(D) Fiscal Year

The fiscal year of the Council shall be the calendar year.

(E) Members' Qualifications

Each owner of record of any unit, and only such owner of record, shall be a member of the Council. Any person, on becoming a record owner of a unit, shall automatically become a member of the Council and be subject to these Bylaws, and such membership shall terminate

without any formal action by the Council when such person ceases to be a record owner of a unit, but such termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of his membership or impair any rights and remedies which the Council or others may have against such former unit owner arising out of or connected with the membership by that unit owner of the unit.

ARTICLE II

Council of Unit Owners

(A) Annual Meetings

The annual meeting of the Council shall be held at a date and time to be determined by the Board of Directors. At such meetings, the Board of Directors shall be elected by the unit owners in accordance with the provisions of these Bylaws. The Council may transact such other business at such meetings as may properly come before them. The Secretary of the Council ("Secretary") shall record the Minutes of the proceedings and the Minutes shall be made available to all members of the Council not later than one month following the meeting or one week prior to the next Council meeting, whichever occurs first.

(B) Place of Meetings

Meetings of the unit owners shall be held at a location to be determined by the Board of Directors.

(C) Special Meetings

The President of the Council (the President") may on his/her own initiative, and shall if so directed by a majority of the Board of Directors or upon a petition signed and presented to the Secretary by the owners of units to which are appurtenant twenty percent (20%) or more of the common elements or as otherwise may be required under these Bylaws or the Master Deed, call a special meeting of the Council. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

(D) Notice of Meetings

The Secretary or the President, any Vice President of the Council ("Vice President"), or the Managing Agent shall notify each unit owner of record either (1) by email at an email address provided by the unit owner, or (2) by mail at the postal address of the unit owner at Harrods Creek Overlook, or (3) at such other address specified by a unit owner for receipt of notices of the time and place of each annual meeting and of any other meeting of the unit owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as

well as the time and place where it is to be held. If a Managing Agent has been appointed, a notice of Council meetings shall also be sent to that agent at the address it specifies, and a representative of the agent shall be entitled to attend the meeting unless the Board of Directors determines that an agent's attendance would not be appropriate. The mailing of a notice of meeting in the manner chosen by a unit owner or by the Managing Agent shall be considered service of notice. Any unit owner or the Managing Agent may waive notice of any and all meetings in writing before or after a meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a unit owner at a meeting without objection to such person's not having received proper notice of the meeting shall be deemed a waiver of the right to receive notice of that meeting.

(E) Quorum

At all meetings of the unit owners, a quorum shall be constituted if more than thirty percent (30%) of all Designated Voters (as defined herein) entitled to cast votes are present in person or by proxy.

(F) Eligibility to Vote

An owner of each unit that is current in its payment of the monthly maintenance fee and any assessment(s) and fine(s), shall be entitled to vote at any meeting of the Council.

(G) Designated Voter

Except as provided by Paragraph (1) below, the unit owner of each of the units of the Condominium shall designate one individual (the "Designated Voter"), who need not be a unit owner, who alone shall be entitled to vote on behalf of such unit owner on all matters put to a vote at all meetings of the unit owners. The Secretary shall be notified by mail or by email that complies with the requirements set forth below of the identity of the Designated Voter, and of any changes in such identity from time to time occurring.

(1) If a unit is owned by more than one natural person any owner of such unit may cast a vote for that unit; however, only one vote may be counted for each unit. If owners of a unit who are present either in person or by proxy cannot agree on a vote then no vote will be counted for that unit.

(2) If a unit is owned by a corporation, the Designated Voter for such unit shall be identified by a certificate signed by the President or Vice President and attested by the Secretary or assistant secretary of the corporation and filed with the Secretary.

(3) If a unit is owned by a trust or estate, the Designated Voter for such unit shall be identified by a certificate signed by the trustee or personal representative and filed with the Secretary.

(4) If a unit is owned by a partnership, whether general or limited, or a joint venture, the certificate identifying the Designated Voter shall be signed by all general partners or joint adventurers, as the case may be. Such a certificate shall be valid until revoked or superseded by a subsequent certificate or until the Secretary receives actual notice of a change in the record ownership of the unit concerned.

At any meeting of the unit owners the officers of the Council and the Board of Directors shall be entitled to rely on the most recent such notice received by the Secretary as conclusive evidence that only the individual identified therein as the Designated Voter for that unit is entitled to vote at such meeting on behalf of such unit owners. If no notice specifying a Designated Voter for a unit has been received by the Secretary, or if a dispute arises concerning whether the certificate or certificates received by the Secretary with respect to a unit constitute a valid stipulation of the Designated Voter by the unit owner of the unit, no votes in respect of that unit shall be entitled to be cast at the meeting, and the common elements appurtenant to that unit shall not be considered in any manner in determining whether a quorum is present at the meeting. Any or all unit owners may be present at any meeting of the unit owners, but only the Designated Voters may vote at such meetings. One individual may be a Designated Voter for more than one unit if so designated by unit owners of more than one unit and in accordance with Section 2(H) of these Bylaws.

(H) Proxies

Votes may be cast in person or by proxy. A proxy may be tendered by any person entitled to vote and shall be valid either for a particular meeting designated in the proxy or until revoked. A proxy must be filed with the Secretary in a form, which must include email, acceptable to the Secretary before the appointed time of the meeting (except, in the case of a meeting that is adjourned, before the appointed time of the continuation meeting held pursuant to the adjournment).

(I) Weight of Votes

The weight attributed to the vote of each unit will be percentage interest in the common elements of the Condominium as shown in Exhibit B to the Second Amendment to the Master Deed or such further Amendment to the Master Deed, consistent with Kentucky state law, as the Council may approve.

(J) Action by Unit Owners

Except where a higher percentage is required by the express provisions of the Condominium documents or by law, the unit owners, when acting at a meeting, shall act only by a vote of Designated Voters who are present in person or by proxy and voting at any meeting of the unit owners at which a quorum is present, and who together represent units to which are appurtenant greater than fifty percent (50%) of the percentage interest in the common elements of the Condominium present at that meeting.

(K) Informal Action by the Council

Any action required or permitted to be taken at any meeting of the Council may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Designated Voters entitled to vote with respect to the subject matter thereof.

ARTICLE III
Board of Directors

(A) Number and Qualification

The Council will at each annual meeting elect a Board of Directors. The Board of Directors of the Council shall be composed of three, five, or seven members (each sometimes referred to hereinafter individually as a "director" and collectively, the "directors") nominated and elected by the Council, with the exact number of directors to be determined by the Council at each annual meeting. All directors shall be unit owners or the spouses of unit owners; or, in the case of partnership or joint venture unit owners, members or employees of such partnership; or in the case of corporate unit owners, officers, stockholders, or employees of such corporation; or in the case of fiduciary unit owners, fiduciaries or officers or employees of such fiduciary. Any director who ceases to be associated with a unit owned in one of the above-enumerated capacities, who is delinquent in payment of fees or assessments, or who conveys or offers for sale his/her unit shall so notify the Secretary and shall be deemed to have resigned as of the date of such notice. Placement of a sign or advertisement offering the unit for sale shall be deemed to be notice to the Secretary. Any vacancy on the Board of Directors shall be filled by a substitute director nominated and elected by the remaining directors and shall serve until the next annual meeting of the Council wherein a successor is duly elected.

(B) Powers and Duties

The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Condominium and may do all such acts and things except as by law or pursuant to the provisions of the Condominium documents may not be delegated to the Board of Directors by the unit owners. All of the powers and duties of the Council existing under the Horizontal Property Law, applicable provisions of the Kentucky Condominium Act, and the Condominium documents shall be exercised exclusively by the Board of Directors acting on its own behalf or officers of the Council elected by it, or any Managing Agent. Such powers and duties of the Board of Directors include, but are not limited to:

- (1) Operation, care, upkeep, and maintenance of the common elements;
- (2) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, operation and maintenance of the common elements;

- (3) Collection of the common charges from the unit owners;
- (4) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements;
- (5) Adoption and amendment of rules and regulations covering the details of the operation and use of the property;
- (6) Opening of bank accounts on behalf of the Council and designating the signatories required therefor;
- (7) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners;
- (8) Obtaining insurance for the property including, without limitation, any insurance required by the Master Deed;
- (9) Making of repairs, additions, and improvements to or alterations of the property, including after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (10) Enforcing the remedies available against unit owners for violation of the provisions of the Condominium documents, including, without limitation, provisions of the Master Deed and the Rules and Regulations;
- (11) Controlling the use of all common elements (consistent with the provisions of the Condominium documents, including but not limited to provisions concerning the rights of unit owners of units to which limited common elements are appurtenant);
- (12) Controlling power shutoffs and other interruptions of the normal functioning of the Condominium to facilitate renovation of particular units and of the common elements; provided, however, in such event that the board will use diligent efforts to minimize the disruption to the unit owners caused thereby;
- (13) Changing the name of the Council or the Condominium; and
- (14) Taking all other necessary and proper actions for the prudent management of the Condominium and fulfillment of the terms and provisions of the Condominium documents.

(C) Managing Agent and Manager

The Board of Directors may employ a managing agent for the Condominium, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Subsections (1), (3), (4), (8), (9), (10), (11), and (12) of Article III(B) of these Bylaws (the "Manager" or

“Managing Agent”). The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Subsections (2), (5), (6), (7), and (13) of Article III(B) of these Bylaws.

(D) Election and Term of Office

The directors shall be elected at each annual meeting of the unit owners. Directors shall hold office for a term of one year and subsequently until their respective successors shall have been duly elected, or until such director is removed pursuant to Article III(E) of these Bylaws; provided, however, that a director shall be deemed to have resigned whenever such director, such director's spouse, or firm, corporation, or other entity with which he or she is associated, conveys or offers for sale the unit which qualified such individual to become a director or terminates such director's relationship with that unit owner which qualified such individual to become a member of the Board of Directors. Except as to vacancies created by removal of directors by unit owners, vacancies in the Board of Directors occurring between annual meetings of unit owners shall be filled by vote of the majority of the remaining directors, whether or not such a majority constitutes a legal quorum of the Board of Directors. If such directors are unable to agree, such vacancy shall be filled by vote of the unit owners at a special meeting called by the President for such purpose promptly after the meeting at which it is finally determined by the remaining directors that they are unable to agree.

(E) Removal of Directors

At any regular or special meeting of the Council any one or more of the directors may be removed by the Council with or without cause by a vote of greater than fifty percent (50%) in common interest cast by Council members, and a successor or successors shall be elected by them at the same such meeting.

(F) Regular Meetings of Directors

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the vote of a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail, facsimile transmission, or email (provided the Director has provided written notice (which such notice may be communicated via email) that he or she will accept email notification), at least five (5) business days prior to the day named for such meeting.

(G) Special Meetings of Directors

Special meetings of the Board of Directors may be called:

- (1) as needed by the President; or
- (2) by the Secretary on the written request of any two (2) directors.

(H) Waiver of Notice

Any director may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting that properly may be transacted pursuant to the provisions of the Condominium documents and applicable law.

(I) Voting

Each director who is current in his/her payment of fees and assessments shall be entitled to cast one vote at all meetings of the Board of Directors.

(J) Quorum and Decision of Board

Except as may otherwise be provided in these Bylaws, the presence in person or by telephone of greater than fifty percent (50%) of the directors shall constitute a quorum at all meetings of the Board of Directors, and at any meeting of the Board of Directors at which a quorum is present, the vote of greater than fifty percent (50%) in number of the directors present in person or by telephone and voting shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, any director who is present may adjourn the meeting to a later time and place. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(K) Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Board of Directors, or of any of its standing or ad hoc committees, may be taken without a meeting if a consent, in writing or by email, setting forth the action so taken, shall be tendered by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

(L) Presiding Officer at Directors' Meetings

The presiding officer of a directors' meeting shall be the President of the Council, or, if the President is not in attendance, the Vice President. In the absence of the President or Vice President, a majority of the directors present shall designate one of their members to preside.

(M) Fidelity bonds

The Board of Directors may obtain fidelity bonds for all officers and employees of the

Council and its Manager or Managing Agent, if any, handling or responsible for funds of the Condominium. The premiums on such bonds shall constitute a common expense.

(N) Compensation

No director shall receive any compensation from the Council for acting as such. However, notwithstanding the foregoing or any other provision to the contrary contained in these Bylaws or the other Condominium documents, nothing shall prevent a director, subject to the approvals required herein, from being engaged in the additional or other capacity as a Managing Agent or employee of the Council for salary or fees.

(O) Liability of the Directors

The directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith. The Council shall indemnify and hold harmless each of the directors against all contractual liability to others, and all other loss, claim, cost, and expense (including but not limited to reasonable attorney fees), arising out of contracts made by the Board of Directors on behalf of the Council unless any such contract shall have been made in bad faith, with the cost and expense of any such indemnity to be a common expense of the Condominium. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Council.

Every contract made by the Board of Directors or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the directors, or the Managing Agent, or the Manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder, if any, shall be limited to such proportion of the total liability thereunder as such unit owner's interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE IV
Officers

(A) Election and Designation

The principal officers of the Council shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by vote of the Board of Directors either immediately following the regular annual meeting of the Council or at the first meeting of the Board of Directors following the annual meeting of the Council. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in the judgment of the Board of Directors may be necessary or desirable to assist in managing the affairs of the

Council. The President and Vice President, but no other officers, shall be required to be directors.

(B) Removal of Officers

Upon the affirmative vote of a majority of the directors, any officer may be removed, either with or without cause, and his successor may be appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

(C) President

The President shall be the chief executive officer of the Council. He or she shall preside at all meetings of the Council and of the Board of Directors. The President shall have all of the general powers and duties that are incident to the office of president of a nonstock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the unit owners from time to time to assist in the conduct of the affairs of the Council.

(D) Vice President

The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

(E) Secretary

The Secretary shall keep the minutes of all meetings of the Council and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary of a nonstock, nonprofit corporation.

(F) Treasurer

The Treasurer shall have the responsibility for reviewing the management company's process of collecting the common charges assessed by the Board of Directors, investing Council funds and securities, keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall, in general, perform all the duties incident to the office of treasurer of a nonstock, nonprofit corporation, including, but not limited to, (1) ensuring that a book of detailed accounts of receipts and expenditures affecting the Condominium and its administration is kept in accordance with good accounting procedures, which shall specify the maintenance and repair expenses of the Condominium, (2) assisting the Board of Directors in the preparation of the annual budget and the calculation of the common charges, and (3) arranging for the preparation

of financial statements required to be submitted to the Commonwealth of Kentucky under KRS 381.9197.

(G) Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Council shall be executed by any two officers of the Council, at least one of whom shall be a member of the Board of Directors, or by such other person or persons as may be designated by the Board of Directors.

(H) No Compensation for Officers

No officer of the Council shall receive compensation for acting as such. However, notwithstanding the foregoing or any other provision to the contrary contained in these Bylaws or the other Condominium documents, nothing shall prevent an officer, subject to the approvals required herein, to be engaged in the additional or other capacity as a Managing Agent or employee of the Council for salary or fees.

ARTICLE V

Fiscal Management of the Property

(A) Determination of Common Expenses and Fixing of Common Charges

The Board of Directors and any other member of the Council appointed for the purpose shall from time to time, and at least once each fiscal year, prior to the annual meeting of the Council, adopt a budget for the Condominium. In adopting a budget, the Board of Directors shall:

1. Provide a summary of the budget to all unit owners within thirty (30) days after the adoption; and
2. If the adopted budget contains an increase of greater than fifteen percent (15%) from the previous year's budget, set a date for a meeting of the unit owners to consider ratification of the budget, which meeting shall not be less than fourteen (14) days or more than thirty (30) days after providing the summary. The budget shall be deemed ratified, whether or not a quorum is present, unless at that meeting a majority of all the unit owners, or any larger vote specified in the Master Deed, reject the budget. If the budget is rejected, the most recent budget in effect in accordance with this Article V(A)s shall be continued until such time as a subsequent budget is adopted by the Board of Directors in conformity with this provision.

The budget will determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such common

charges among the unit owners in the same proportion as their respective ownership of the common elements.

The common charges shall include, among other things, funds for: (1) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors (and the fees and disbursements of any insurance trustee), (2) such amounts as the Board of Directors deems proper for the operation and maintenance of the property, including, without limitation, payment of accounting, legal, architectural, or other professional or service fees, (3) working capital of the Council, (4) the general operating reserve, (5) a reserve fund for replacements, (6) a reserve fund for capital expenditures, and (6) making up any deficit in the common expenses for any prior fiscal year. Subsequent to approval of the annual budget by the Council, the Board of Directors shall promptly notify all unit owners in writing of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid, and shall furnish to any unit owner who requests the same, in writing, copies of each budget on which such common charges are based. A copy of the annual budget also shall be sent to any first mortgagee of record of a unit promptly upon request from such mortgagee.

(B) Utilities

Gas and electricity shall be supplied to all of the units and the common elements through separate meters associated with, respectively, each unit and the common elements. Each unit owner shall pay all charges for gas and electricity metered to each unit owned by such unit owner promptly after the bills for the same shall have been rendered. The Council shall pay, as a common expense, (1) all water and sewer charges metered to all units and the common elements, and (2) all gas and electricity charges metered to the common elements promptly after the bills for the same are received.

(C) Accounts

The receipt and expenditures of the Council shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) "Current expenses," which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(2) "Capex and Maintenance Reserve", which shall include funds for maintenance items that generally occur less frequently than annually, and which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

The budget for each fiscal year shall include the estimated funds required to defray the

common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices:

(D) Assessments and Special Assessments

(1) Assessments against the unit owners for their shares of the items of the budget shall be made for each fiscal year at least thirty (30) days preceding the beginning of such fiscal year. Such assessment shall be due in twelve (12) equal payments on the first day of each month of said fiscal year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment.

(2) Should the annual assessment prove to be insufficient to meet either current expenses or the cost of deferred maintenance or capital expenditures, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year during which the special assessment is made shall be due upon the dates on which the regular assessment is due, and the special assessment shall be made in equal payments on the payment dates of the annual assessment during the remainder of that fiscal year.

(3) The first payment of a monthly installment by a unit owner shall be due on the date of delivery of his deed and shall be equal to that proportion of the installment payment for the month in which delivery of his deed occurs as the period between the date of delivery of his deed and the last day of that month bears to 30. The next payment of a monthly installment shall be due on the first monthly installment payment date falling after the date of delivery of his deed.

(E) Acceleration of Assessment Installments upon Default

If payment by a unit owner of any monthly installment of an annual assessment is more than ten (10) days past due, the same shall be a default, and thereupon the Board of Directors may accelerate the remaining installments of the annual assessment (and each subsequent annual assessment after its final determination by the Board of Directors, if at or prior to the time of such determination the unit owner shall not have cured the default by voluntary payment of all past due assessments) upon notice to the unit owner, and thereupon the unpaid balance of the then current annual assessment shall become due upon the date stated in the notice, but not less than ten (10) days after personal delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to such unit owner by registered or certified mail, whichever shall first occur.

(F) Interest

Assessments and installments on such assessments paid on or before ten (10) days after the day when due shall not bear interest, but all sums not paid on or before ten (10) days after the

date when due, including any sums due as a result of acceleration of unpaid assessments as may be provided in the Bylaws, shall bear interest from the date when due until paid at a rate to be set annually by the Board of Directors and not to exceed eighteen percent (18%) per annum. All payments upon account shall be applied first to interest and then to the assessment payment first due.

(G) Depository

The depository of the Council shall be such federally insured bank or banks or federally insured savings and loan associations as shall be designated from time to time by the Board of Directors and in which the moneys of the Council shall be deposited. Withdrawal of monies from such accounts shall be evidenced by checks or other withdrawal orders signed by such persons as are authorized by the Council or its Board of Directors.

(H) Financial Report

The Council shall abide by all accounting and financial reporting requirements as set forth in KRS 381.9197, as may be amended from time to time.

(I) Rights of Mortgagees

The holders of first mortgages on any units shall have the right to examine the books and records of the Council upon reasonable prior notice and at reasonable times determined by the Secretary, and to require the Board of Directors to furnish them with a copy of the annual financial report and the current budget, upon the express condition that the same shall be kept confidential by them.

ARTICLE VI
Mortgages

(A) Notice to the Board of Directors

A unit owner who mortgages the unit owned by such unit owner shall notify the Board of Directors of the name and address of each mortgagee and shall file a conformed copy of the mortgage(s) with the Board of Directors, which shall be maintained in a confidential file.

(B) Notice of Unpaid Common Charges

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default within the actual knowledge of the Board of Directors by, the unit owner of the mortgaged unit.

(C) Notice of Default

The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors; provided, however, that the Board of Directors shall not be liable to any mortgagee for failure to comply with this Section.

(D) Examination of Books

Each unit owner and each mortgagee of a unit shall be reasonably permitted to examine the books of account of the Condominium at reasonable times on business days.

ARTICLE VII
Enforcement Process

(A) Notice of Intent to Enforce

Prior to imposing a charge for damages, or an enforcement fine or sanction pursuant to Article XII of the Master Deed and Article III (B) (10) of these Bylaws, the Board of Directors shall give a unit owner by both email and mail a written notice that includes all of the following:

- (1) a description of the property damage or violation;
- (2) the amount of the proposed charge, fine, or sanction;
- (3) a statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge, fine, or sanction; and
- (4) if the violation is subject to correction, a reasonable date by which time the owner must cure the violation to avoid the proposed charge, fine, or sanction.

(B) Hearing

(1) To obtain a hearing, the owner in receipt of a notice of enforcement must deliver by mail and email a written request to the Board of Directors no later than twenty (20) calendar days after the notice of enforcement required by Article (VII)(A) was mailed. If the owner fails to make a timely request for a hearing the right to a hearing shall be deemed waived and the Board of Directors may immediately impose the charge, fine or sanction described in the notice of intent to enforce.

(2) If an owner timely requests a hearing, then not less than seven (7) days prior to the hearing the Board of Directors shall provide the owner with a written notice that includes the

date, time, and location of the hearing, and no charge, fine, or sanction shall be levied before holding such a hearing. In scheduling a date for a hearing, the Board of Directors shall make a reasonable effort to accommodate the schedule of the owner, including arranging for a hearing to be conducted telephonically in cases where the owner is absent from his unit for an extended period of time.

(C) Notice of decision

Within thirty (30) calendar days following a hearing the Board of Directors shall deliver by mail and by email a written notice of its decision including a statement of the charge, fine, or sanction to be imposed, if any.

ARTICLE VIII
Miscellaneous

(A) Notices

(1) Except in instances in which the use of email is specifically authorized by unit owners via written or email consent, all notices required to be given to the Board of Directors, the Council, or any officer of the Council pursuant to any provision of any of the Condominium documents shall be sent by mail to the Board of Directors in care of the Manager or Managing Agent and a copy sent to the President of the Council, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all unit owners in accordance with this Section.

(2) Except in instances in which the use of email is specifically authorized by unit owners via written or email consent, all notices required under the provisions of any of the Condominium documents to be given to any unit owner shall be in writing and personally delivered or sent by mail to any unit owned by the unit owner at the Condominium or to such other address as may have been designated by such unit owner from time to time by notice given to the Board of Directors in accordance with this Section. All notices sent by mail shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

(B) Severability

The invalidity of any provision of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of any other provision of these Bylaws.

(C) Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

(D) Gender; Number

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(E) Waiver

No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

(F) Conflicts

These Bylaws are intended to comply with the requirements of the Horizontal Property Law, applicable provisions of the Kentucky Condominium Act, the Articles of Incorporation, and the Master Deed. In case any of these Bylaws conflicts with the provisions of said Horizontal Property Law, applicable provisions of the Kentucky Condominium Act, Articles of Incorporation, or of the Master Deed, the provisions of said Horizontal Property Law, applicable provisions of the Kentucky Condominium Act, the Articles of Incorporation, or the Master Deed, as the case may be, shall control.

ARTICLE IX
Amendments to Bylaws

These Bylaws may not be further modified, amended, or repealed except by the vote of the owners of units to which greater than fifty percent (50%) of the common elements is appurtenant, at a regular or special meeting of the unit owners.

The foregoing Amended Bylaws were adopted as of May 16, 2018 as the Bylaws of the Harrods Creek Overlook Condominiums Council of Co-Owners, Inc. by the vote of the owners of units to which greater than fifty percent (50%) of the common elements is appurtenant to.

