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SECOND AMENDED AND RESTATED BYLAWS

ARTICLE 1

PLAN OF OWNERSHIP

1. Condominium Submission. The Condominium Project known as HURSTBOURNE RIDGE CONDOMINIUMS. Thereinafter called the "Condominium", located in Jefferson County, Kentucky, has been declared and constituted a Horizontal Property Regime by the previously recorded Master Deed to which these Second Amended and Restated By-Laws are now appended as a part, and shall now be governed by the said Master Deed and these Second Amended and Restated By-Laws, which shall entirely replace the original Bylaws recorded on December 9, 1992, and the first Amended and Restated By-Laws, previously recorded on January 11, 2019, which contained a small error.
2. By-Laws Applicability. The provisions of these By-Laws are applicable to the property described in the recorded Master Deed, including the land, the buildings, and all improvements and structures as constructed or to be constructed thereon, as well as all easements, right-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease, or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws, and the applicable laws of the Commonwealth of Kentucky.
3. Personal Application. All present and future Co-Owners, tenants, future tenants, their guests, licenses, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium shall be subject to these By-Laws and to the rules and regulations issued by the Council of Co-Owners to govern the conduct of its members. Acquisition, rental, or occupancy of any of the apartments (hereinafter referred to as "Units") in the Condominium shall constitute acknowledgement that the said Co-Owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Master Deed and the rules and regulations of the Council of Co-Owners and will comply with them.

ARTICLE II

COUNCIL OF CO-OWNERS

1. Constitution. Therein hereby constituted the Council of Co-Owners of HURSTBOURNE RIDGE CONDOMINIUMS, (hereinafter called the "Council"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any Unit in the Condominium.
2. Voting. Voting at all meetings of the Council, in person or by proxy, shall be on a percentage basis with the Co-Owner of each Unit being entitled to vote the individual percentage interest allocated to the Unit in Paragraph FOURTH of the Master Deed. Where a Unit is owned by more than one person, all the Co-Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Co-Owners shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Co-Owners of Unit of which he is a part owner until such authorization shall have been changed in writing. No Co-Owner shall be eligible to be

elected to the Board of Administration who is more than sixty (60) days delinquent in payment of assessments of common expenses or other debts or obligations to the Council.

3. Majority of Co-Owners. "Majority of Co-Owners" means Co-Owners representing fifty-one percent (51%) or more of the total individual percentage interests of the Condominiums.
4. Duties. The Council shall be responsible for over-all policy and administration of the Condominium, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Administration.
5. Place of Meeting. Meetings of the Council shall be held at such place as may the Board of Administration and stated in the notice of the meeting.
6. Annual Meeting. Annual meetings of the Council shall be held on a date and time as set and determined by the Board of Directors. The first such meeting for Co-Owners shall occur following surrender by the Grantor of control of the Council and Board of Administration as provided in the aforesaid Master Deed. At such meetings there shall be elected by ballot a Board of Administration in accordance with the requirements of these By-Laws. The Council may also transact such other business as may properly come before it.
7. Notice of Annual Meeting. Written notice of the annual meeting shall be in any of the following ways: a) by personal delivery to unit owner, b) by leaving it at the unit owner's doorstep, c) by mailing it to the owner at the unit's address at least ten (10) days, but not more than, sixty (60) days prior of the date of said meeting.
8. Special Meeting. A special meeting of the Council for any purpose or purposes, unless otherwise prescribed by statute, may be allowed by the President of the Council, and shall be called by the President if so directed by resolution of the Board of or upon a petition signed by Co-Owners representing thirty per cent (30%) or more of the total percentages of the Condominium and presented to the Secretary of the Council. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Notwithstanding the above provision, no special meeting may be called until after the first annual meeting, except upon resolution of the Board.

9. Notice of Special Meeting. Written notice of a special meeting, stating the time, place and object of such meeting and the specific action to be taken there at, shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days before such meeting.
10. Voting Requirements. A Co-Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Council if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Board of Administration hereinafter provided, together with all interest, cost, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.
11. Proxies. At all meetings of the Council, each Co-Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Co-Owner for such meeting. Such proxy shall only be valid for such meeting or subsequent

adjourned meetings thereof. Proxies must be filed with the Secretary of the Council at least two (2) days before the time appointed for each meeting in the Notice. A Co-Owner may appoint any other Co-Owner as his proxy. In no case may a Co-Owner cast more than one (1) vote by proxy in addition to his own vote.

12. Quorum. Except as may otherwise be provided herein or by statutes, forty percent (40%) of Co-Owners shall constitute a quorum for conducting official business and adopting resolutions. If however, such quorum shall not be present or represented at any meeting, then such quorum shall not be present to represented at any meeting, the Co-Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted with might have been transacted at the meeting originally called.
13. Council Action. When a quorum is present at any meeting, the vote of a majority of the total undivided percentage interest of the Co-Owners present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Statues, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.
14. Order of Business. The order of business at all meetings of the Council of Co-Owners shall be as follows; (a) roll call; (b) Proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspectors of election, if applicable; (g) election of directors, if applicable; (h) unfinished business; and (i) new business.
15. Dispensing with Vote. Whenever the vote of the Co-Owners at a meeting is required or permitted, by any provision of the Statues or of these By-Laws, to be taken, the meeting and vote of Co-Owners may be dispensed with, if all the Co-Owners who would have been entitled to vote upon the Section, had such meeting been held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF ADMINISTRATION

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Administration, sometime hereinafter referred to as the "Board", which may exercise such powers and perform such duties and lawful acts and are not required by statue or these By-Laws to be performed by the Council or others. The Board shall have the power and authority to adopt rules and regulations from time to time of the administration of the affairs of the Condominium and the enjoyment of its Co-Owners, provided that no rule or regulation shall be in conflict with the statues or these By-Laws, and provided further that no rule or regulations shall be so construed as to impair in any manner the lien of any mortgage or holder of a note secured by a mortgage, deed of trust or other security interest if said rule or regulation is enacted after the execution of said mortgage, deed of trust or other security interest.
2. Responsibilities of the Board. It shall be the responsibility of the Board (the Grantor in the period outlined in paragraph FIFTH of the Master Deed):

- a) To provide for the care, upkeep, protection, and maintenance and improvement of the common elements of the Condominium, and in connection therewith, to enter into service, employment, and other contracts, incident thereto, and to employ, supervise and dismiss employees, agents and attorneys required therefor.
- b) To prepare for submission to the annual meeting of the Council a budget to facilitate the establishment of the amount to be assessed against the Co-Owners for common expenses.
- c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the Condominium.
- d) To obtain insurance as hereinafter provided.
- e) To enforce the provisions of the Master Deed, these By-Laws and any amendments thereto, and such rules and regulations as the Board may issue from time to time, including the right to sue on behalf of the Council and the Condominium.
- f) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.

3. Management.

- a) The Condominium, by and through the Board, shall employ for the Council a professional management agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article III. The Board shall not enter into a management agreement with a new managing agent without thirty (30) days prior written notice to and the receipt of written consent from all mortgagees. In no event shall the Board undertake self-management unless all mortgagees have given their prior written approval.
- b) This Section 3 of Article III was adopted as an inducement to all mortgagees to make loans to Co-Owners purchasing Units. In case of a default, any mortgagees may apply to any appropriate court for specific performance of this condition and the Condominium shall be responsible for all costs connected with such action, including reasonable attorney's fee for mortgagee's counsel.

4. Validity of Contracts. No contracts or other transaction between the Board and any other legal entity, and no act of the Board shall in any way be affected or invalidated by virtue of the fact that any of the officers or member of the Board are pecuniarily or otherwise interested in, or are Directors or officers of, such other legal entity, provided, however, that any such transition shall be at arms-length dealing.

5. Number and Qualification of Members of Board. The number of members on the Board of Directors shall not be less than five (5) nor more than seven (7). No person or entity shall qualify as a Board Member, unless the person or entity is a Co-Owner in good standing and entitled to vote, as defined in this Master Deed and By-Laws. Only one Co-Owner from a jointly owned Unit, or from a Co-Owner family will be eligible or entitled to be on the Board of Directors at any one time, without exception.

6. Election and Term of Office. At the first annual meeting of the Council, five (5) members of the Board shall be elected. The term of office of three (3) members shall be fixed at one (1) year and the term of office of two (2) members shall be fixed at two (2) years. At the expiration of

the initial term of office of each respective Board member, each successor shall be elected at subsequent annual meetings of the council to serve a term of two (2) years. The Board members shall hold office until their successors have been elected and hold their first meeting.

7. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board were elected, and no notice shall be necessary to the newly elected Board in order legally to constitute such meeting, providing a majority of the while Board shall be present.
8. Regular Meetings. 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, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member via mail, e-mail (if authorized by the member), or personal delivery at least three (3) days prior to the day named for the meeting.
9. Special Meeting. Special meetings of the Board may be called by the President on three (3) days' notice to each member of the Board, and such notice shall be given personally or by mail, e-mail, telephone, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least four (4) members of the Board.
10. Waiver of Notice. Before or at any meeting of the Board any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the filing of such notice. Attendance by a member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board is present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
11. Board Quorum. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the member present at a meeting at which a quorum is present shall be at he acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum shall be present, any business which might have been transacted at the meeting as originally called may be transacted without the further notice.
12. Vacancies. Except as provided in Section 6 of this Article III, vacancies in the Board caused by any reason other than removal of a member by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Board member until a successor is elected at the next annual meeting o the Council.
13. Removal of Board Members. At a regular or special meeting duly called, any Board member, except as provided in Article III, Section 6 hereof, may be removed with or without cause by the affirmative vote of the majority of Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member who removal has been proposed by a Co-Owner or the Council shall be given an opportunity to be heard at the Meeting. The term of any Board member who becomes more than sixty (60) day delinquent in payment of any assessments or carry charges due the Council shall be automatically terminated and the remaining member shall appoint his successor as provided in this Article.

14. Compensation. Board members shall not receive any compensation for their services.
15. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Council at any special meeting of the Council, a full and clear statement of the business and condition of the Condominium.
16. Fidelity Bonds. The Board may require that all offices, agents and employees of the council handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Council shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as its judgment may be necessary. Two or more offices may be held by the same person, except the President who shall not hold any other office.
2. Election of Officers. The officers of the Council shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.
3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer become vacant for any reason, the vacancy shall be filled by majority vote of the Board.
4. President. The President shall be the chief executive officer; he shall preside at meetings of the Council of Co-Owners and the Board and shall be an ex-official member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.
5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe. If neither the President nor the Vice-President able to act, the Board shall appoint a member of the Board to do so on an interim basis.
6. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Council and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meeting of the Council, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The secretary or management company shall compile and keep up to date at the principal office of the Council, a complete list of the Co-Owners and their last known post addresses. This list shall be open to inspection by all Co-Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the Council, containing the minutes of all annual and special meetings of the Council and all sessions of the Board including resolutions adopted thereat.
7. Treasurer. The Treasurer shall have the custody of all funds and securities and shall keep full

and accurate records of receipts and disbursements and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He or she shall disburse funds as ordered by the Board taking property vouchers for such disbursements, and shall render to the President and Board, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominiums.

If required by the Board, he or she shall give a Bond, the premium therefor to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his or her office and for the restoration, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his or her control.

8. Annual Accounting. All books and records shall be kept in accordance with all condominium laws and generally accepted accounting principles (i.e. GAAP) on a calendar year basis. The books of account shall be audited annually by a person(s) selected by the Board. The final audited financial statements shall be made available to the Council.
9. Indemnification. Every Board member and every officer of the Council shall be indemnified by the council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of him being or having been a Board member or officer of the Council or any settlement thereof, whether or not he is a Board member or officer at the time such expenses are incurred, except in such cases wherein the Board member or officer is adjudged guilty by a competent Court of record of willful misfeasance in the performances of his duties; provide that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Council. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled. This provision shall apply to the Grantor during such time as he retains control of the Condominium.

ARTICLE V

OPERATION OF THE PROPERTY

1. Common Expenses. Common expense, in general shall include, but not necessarily be limited to, the cost of maintenance, repair or replacement of the common elements, garbage and trash collection, administration and management, including, among other things, management fees, casualty and liability insurance premiums, the fees of the Insurance Trustee, service contracts and employee salaries. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase of corporate or otherwise, on behalf of all the Co-Owners, of any Unit in the Condominium whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

2. Determination of Common Expenses and Fixing Common Charges.

At each annual meeting, the Council shall fix and determine the amount deemed necessary to provide for the costs of the administration and common expense in the then current year and shall assess said amount against all Units in the Condominiums in accordance with their individual percentage interests as set forth in paragraph FOURTH of the Master Deed. To assist the Council in determining such amount, the notice of the annual meeting mailed to Co-Owners shall be accompanied by the estimated budget prepared by the management agent and approved by the Board. Maintenance fees are delinquent if not received on or before the first day of the month in which it is due. In the event a unit owner is delinquent in the payment of maintenance fees or any other authorized assessment (e.g., bad check fee, etc.) for a prior in excess of ten (10) days, a penalty equal to ten (10) percent of the amount owed shall be assessed for each month that said assessment remains unpaid. Said penalty shall not be prorated and will be assessed on the first day of each month that the assessment remains unpaid. If the board received a check from any unit owner or approved lessee that is rejected by the bank for any reason, the unit owner/approved lessee shall be assessed a fee of \$35.00 by the board in addition to any other fees that the bank charges the Condominium Association. The unit owner/approved lessee must make the check good within ten (10) days of being notified by the Board, in order to avoid the aforementioned ten (10) percent penalty fee.

3. Notification of Common Charges. The Board shall advise all Co-Owners promptly, in writing, of the amount of common charges payable by each of these, respectively, and shall furnish copies of each budget on which such charges are based, to all Co-Owners and to their mortgagees.

4. Lien for Common Expenses. Each Co-Owner is obligated to pay the charges levied and assessed against his Unit for payment of common expenses, and such amount shall constitute a lien against said Unit from the day of assessment until the date of full payment. At the option of the Board, said amount shall be payable in advance, in monthly, quarterly, or other convenient installments.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deed of trust, mortgages or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board that the payments on said lien were current as of the recordation of date of such deed of trust, mortgage instrument or other encumbrances.

5. Payment of Lien after Transfer. Upon the voluntary sale or conveyance of a Unit, there shall be paid or provided from the sales proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with such sale or conveyance shall be entitled to a statement furnished by the Board, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with the amount of unpaid for, nor shall the Unit be encumbered with an amount of unpaid assessments greater than that shown in said statement. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference, a purchaser thereunder shall not be liable for any installments of such lien as become due subsequent to the recording of such deed of trust, mortgage or encumbrance.

No Co-Owner shall be liable for the payment of any part of the common charges assessed against this Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of these By-Laws) of such Unit. In addition, any Co-Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances vendor's lien and the statutory lien for unpaid common charges, convey his Unit to the Board, or its designee, corporate or otherwise, on behalf of all other Co-Owners and in such event be exempt from common charges thereafter assessed.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Board of Administration may declare any remaining balance of said lien at once due and payable.

The Board shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period more than thirty (30) days from the due date thereof. The Board may institute a suit to recover a money judgment forth the same, together with interest thereon at a rate not to exceed twelve per cent (12%) per annum and reasonable expense of collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

7. Lien Enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the Commonwealth of Kentucky for foreclosure of a mortgage.

In any action brought by the Board to foreclose a lien on a Unit because of unpaid charges, the Co-Owner shall be required to pay reasonable rental for the use of his Unit and the Board as plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same and its reasonable attorney's fees.

8. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units it is necessary that the Board of Administration have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following shall be deemed prohibited uses or nuisances:

- a) No Co-Owner, approved lessee or other resident of the Condominium shall post any advertisements or posters of any kind on or about the Condominiums. The Co-Owner may post one (1) For Sale sign, either by owner or by registered real estate agent in the "finger area." There shall be no For Sale signs in the front of the complex or at any side entrances. There shall be no For Sale signs posted on the garage, building or windows. There shall be no attachments to the sign except for the day of an open house where applicable.
- b) All units shall be used for private residential purposes.
- c) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, window or exterior portion of a Unit or in or upon any common element. Nor shall any other item of personal property other than patio furniture and the like be placed on any patio, window or exterior portion of a Unit or in or upon any common element.
- d) No animal, other than common domestic pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, bred or maintained for commercial purpose in any Unit. Household pet not to exceed 25 lbs. in weight. All pets must be on a leash.

at all times. All fecal matter must be picked up by the dog walker, placed in an appropriate container/bag and property discarded in a toilet. No pets are permitted in the clubhouse, tennis courts or within the enclosed area around the pool. The Board can require a Co-Owner to show proof of an animal's current weight at any time.

- e) Co-Owners and approved lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radio, television and amplifiers that may disturb other Co-Owners.
- f) No Co-Owner, resident or approved lessee shall install wiring for electrical or telephone installation television antennae, machine or air-conditioning Units, etc., which protrude through the walls or the roof of the project or is otherwise visible on the exterior of the project except as authorized by the Board.
- g) No elements of the Condominium may be used for any unlawful, immoral or improper purpose.
- h) No nuisances shall be allowed on the Condominium property 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 Condominium by its residents.
- i) A Co-Owner/approved lessee shall not place or cause to be placed in the public hallways, walkways, parking lots or the common area or common facilities, any furniture, packages or objects of any kind. The public walkways shall be used to no purpose other than for normal transit through them.

In the use of the common elements of the Condominiums, Co-Owners and approved lessees shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules and regulation adopted by the Board. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use of occupancy of the Units.

A Co-Owner/approved lessee shall grant a right of access to his Unit to the managing agents and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the buildings, or trust or mortgage covering another Unit, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate whether the Co-Owner is present at the time or not.

- j) Co-Owners/approved lessees shall not permit any act or thing deemed extra-hazardous, on account of fire or that will increase the rate of insurance on the premises. Co-Owners shall not keep any explosives, gasoline or any other flammable material (including fireworks) in their unit or in any other location within the property boundaries of the Condominium complex. The burning of trash is prohibited. Also, Co-Owners/approved lessees are not to accumulate, either in their respective unit or in any other location within the property boundaries of the Condominium complex, litter or garbage of any kind that

will pose a fire hazard or odor problem for other Co-Owners. Trash and garbage containers shall not be permitted to remain in public view, except on the scheduled garbage pick-up day or beginning 6:00 p.m. the day prior to the scheduled pick-up day.

- k) No baby carriages, velocipedes, motorcycles, bicycles or other articles or personal property shall be left unattended on the ground of the common elements.
- l) No structure of a temporary nature, trailer, tent shack or other outbuilding shall be maintained upon the common elements at any time.
- m) All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.
- n) All persons shall be properly attired when present on any of the common elements.
- o) Solicitors are not permitted in the complex without the consent of the Board. If you are contacted by one, please notify the Board.
- p) The common elements designated as parking areas are for automobiles, pickup trucks, sport utility vehicles and passenger vans only. All such vehicles must have current license plates and be in operating condition. No auto repair work shall be permitted in the parking area.
- q) Busses, trailers, recreational vehicles, boats, motorcycles, campers or vehicles with commercial letting except law enforcement vehicles are prohibited from being parked in the parking areas, including driveways overnight.
- r) There shall be no curbside parking of any vehicle. No vehicles shall be parked in such a way as to obstruct sidewalks or driveways. Each unit owner expressly agrees that if he/she shall illegally park or abandon any vehicle, he/she will hold the Council of Co-Owners of the project harmless for any and all damages or losses that may ensue.
- s) Clubhouse parking is not allowed on Saturday and Sundays from 10 AM- 6 PM. NO CURBSIDE PARKING IS ALLOWED EXCEPT WHEN THE CLUBHOUSE IS RENTED, OR ON CHRISTMAS EVE AND CHRISTMAS DAY, NEW YEARS EVE AND NEW YEARS DAY, AND ONLY AT THE FRONT OF THE POOL AND TENNIS COURTS. NO OTHER CURBSIDE PARKING IS ALLOWED.

Guest Parking: Visitors may use the guest parking areas for a period of two weeks when visiting residents.

Other Vehicle Restrictions: No buses, motor homes, trailers or commercial vehicles shall be parked in the parking areas or in driveways, except for vehicles utilized for moving the contents of a unit, and other deliveries not to exceed six (6) hours in duration per one visit. No boats, motorcycles or campers shall be parked or stored in parking areas.

Parking: Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Board and the Council of Co-Owners of the Project harmless for any and all damages or losses that may ensue, including to be towed at the owners expense.

Parking and Traffic Rules: All Unit Owners/approved lessees must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense with the cost of moving or towing being added as part of the responsible Unit Owner's maintenance charge. Violators of traffic regulations committed within Hurstbourne Ridge may be subject to the levy of a fine of up to \$50 per incident by the Board. The speed limit is fifteen (15) M.P.H. to protect all pedestrians, owners exiting their units in their vehicle and children playing on the condominium property.

- t) No owner of a Unit may lease said Unit unless a) the owner or spouse, living with him or her, is transferred out of state by his or her employer, or b) the owner is moving to a nursing home for medical reasons, or c) the owner dies and the title is in the estate or a testamentary trust, and there is no surviving spouse who lived with the deceased unit owner.

If any of these three circumstances exist, then the owner of his or her personal representative may lease said unit to the approved lessee provided:

- a. A fully executed copy of said lease shall be delivered to the Board for its written preapproval at least ten (10) days before the lease term is to begin.
- b. Any such lease will be consistent with and must require agreement to the provisions of the Master Deed, these By-Laws, as the same may be amended from time to time, and with the rules and regulations of the Condominium as may be promulgated from time to time.
- c. Such lease may have a maximum term of one year, and no longer term shall be permitted. The lease is an accommodation to a unit owner in these rare situations. Subsequent lease terms are permitted provided the same circumstances which allowed the first term still exist and shall also be subject to proper written approval by the Board.
- d. The Board shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the Landlord thereunder, in the event of a default by the tenant in the performance of the lease, or the tenant violates any restrictions contained in the Master Deed, By-Laws, or rules and regulations of the condominiums.

- 9) Abating and Enjoining Violations by Co-Owners. The violation of any rule or regulation adopted by the Board or breach of any provision of the By-Laws contained herein, or in the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws; (a) to enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Co-Owner/approved lessee at fault, any structure, thing or condition that may exist there in contrary to the intent and meaning of the provision hereof, and the Board shall not thereby be deemed guilty in any manner or trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to impose reasonable fines for each violation as determined by the board.
- 10) Maintenance and Repair. Each Co-Owner shall be responsible for the care, up keep, protection and maintenance of his Unit, except to the extent that the obligation therefore is imposed on the Board by ARTICLE III Section 2 (a). His responsibility shall include, but shall not be limited to, the following; the interior surfaces of the walls, floor, and ceilings; kitchen and bathroom

fixtures, appliances and equipment; refrigerator and range, and those parts of the plumbing, lighting, heating and air-conditioning systems which are solely contained within his Unit or which serve only his Unit and no other. Every Co-Owner must perform properly all maintenance and repair work within his own Unit which, if omitted, would affect the Condominium in its entire ready or in a part belonging to the other Co-Owners, and every owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Council resulting from or caused by said Co-Owners failure to maintain or repair as herein provided. Each Co-Ownership shall perform his responsibility in such a manner as shall not unreasonably disturb or interfere with the other Co-Owners.

The Co-Owner of any Unit shall, at his or her own expense, clean and maintain all windows of the Unit and shall, at his or her own expense, clean and maintain the glass surfaces of all glass entry doors of the Units including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such Unit.

Each Co-Owner shall promptly report to the Council or its agents any defect or any need for repairs, the responsibility for the remedying of each of which is the Council. A Co-Owner shall reimburse the Council for any expenditures incurred in the repairing or replacing any common area and facilities damaged through their own fault or negligence.

Every Co-Owner shall be responsible for the maintenance of the Limited Common Elements restricted to the use and enjoyment of a particular Unit (including, without limitation, any balcony, terrace or patio appurtenant to such Unit) and shall keep the same free and clear of ice and snow; in good order, condition, appearance and repair.

- 11) Alterations, Additions and Improvements. When ever in the judgment of the Board, the general common element shall require additions, alterations or improvements costing in excess of Twenty-five Thousand Dollars (\$25,000) and make of such additions and alterations or improvements shall have been approved by a majority of the Co-Owners and by those institutional holders of mortgages or other security interest representing first liens upon twenty (20) or more Units, the Board shall proceed with such additions, alterations or improvements and shall assess all Co-Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing Twenty-five Thousand Dollars (\$25,000) or less may be made by the Board without approval of the Co-Owners or any of the said mortgagees and the cost thereof shall constitute a part of the common expenses.

No Co-Owner shall make any alterations to any portion of the Condominium property which is to be maintained by the council or remove any part or portion thereof; nor shall any Co-Owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems, or any structural addition alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board. The Board should have the obligation to answer any written request by Co-Owner for approval of a proposed structural addition, alteration or improvement in search of a proposed structural addition, alteration or improvement in such a Co-Owners Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any municipal department or any other governmental authority for a permit to make in addition, alteration or improvement in or to any Unit shall be executed by the Board only, without, however, incurring any liability on the part of the Board or any of them to any contractor come my subcontractor or materialman

on account of such addition, alteration or improvement, or to any person having any claim for injury to the person or damage to the property arising therefrom. All repairs or replacement shall be substantially similar to the original construction and installation. The provisions of the paragraph shall not apply to Units owned by the Grantor until such Units shall be been initially sold by the Grantor and conveyed by Grantor to the purchaser.

Notwithstanding the foregoing, a Co-Owner may request written approval from the Board of Directors to make alterations to a patio, slab or deck, upon written submission of detailed plans, drawings and specifications of said alteration and any required approvals from governmental, zoning or permitting authorities. Any Co-Owner allowed to make any said alteration shall become solely liable and responsible of the future maintenance, repair and upkeep of said area, improvement or structure, and agrees to indemnify and hold harmless the Board of directors, Council of co-Owners or their agents, successors or assigns from any and all liability and damage as a result of said alterations or improvements. Said Co-Owner shall also indemnify the foregoing parties for all cost of litigation, including reasonable attorney's fees to enforce this indemnification provision or for any violation of the terms of the approval granted, including Co-Owners failure to main and repair.

ARTICLE VI

INSURANCE, DESTRUCTION, RESTORATION AND DISTRIBUTION

1. Authority. The Board shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board, but in no event less than the amount required by Section 2 of this Article. The insurance premiums purchased by the Board shall be charged as items of common expenses. Such insurance coverage shall be provided for the insurance of the certificates of insurance and mortgage endorsements to all mortgagees of the Units. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of \$30,000 to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner and his mortgagee according to his individual percentage interest in the Condominium, as set forth in paragraph FOURTH of the Master Deed.

Provisions for such insurance shall be without prejudice to the obligation of each Co-Owner to insure his or her own Unit for his or her benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance has been made by a Board on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsement shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master Deed and these bylaws.

2. Coverage. The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurance replacement value (i.e. 100% of replacement cost) thereof (exclusive of excavations and foundations) as determined annually by the Board with assistance of the insurance company affording such coverage. The policy shall cover all the common element improvements on the property except the defined condominium unit which shall be insured by each unit Co-Owner at his or her expense and

shall contain “agreed amount” and “Condominium replacement cost” endorsements. Such coverage shall afford protection against:

- i. loss or damaged by fire, vandalism, malicious mischief, wind storms, water damage and other hazards covered by the standard extent coverage endorsement; and space
- ii. such other risk as shall customarily be covered with respect to projects similar in constructions, location, and use.

Such coverage shall insure the buildings (excluding the Units interior, bathroom, kitchen and laundry fixtures, the unit air conditioning, heating and other equipment, furniture, furnishings or other personal property which are to be insured by each unit Co-Owner) and other Condominium common element improvements and property. The Condominium shall be insured against liability for personal injury and property damage in such amounts in and such forms as shall be required by the Board which, however, in no event shall be less than Three Hundred Thousand Dollars (\$300,000) also with respect to any individual and One Million Dollars (\$1,000,000) with respect to any one accident or occurrence and Fifty Thousand Dollars (\$50,000) with respect to any claim for property damage. All liability insurance shall contain cross liability endorsement to cover liabilities of the council as a group, the Board in each individual Co-Owner. Workman’s compensation insurance shall be obtained were necessary to meet the requirements of the law. In addition to the foregoing, the Board may obtain such additional insurance coverage as it may in its sole discretion deem available and appropriate.

3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:
 - a. All policies shall be written with a company or companies license to do business in the Commonwealth of Kentucky and holding a rating of a “BBB quote or better in Best’s Insurance Guide.
 - b. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-Owners or their mortgages, as here in permitted, and any “no other insurance quote or similar clause in any policy obtained by the council pursuant to the requirements of this Article shall exclude such policies from consideration.
 - c. All policies shall provide that such policies may not be canceled or subsequently modified without at least 30 days prior written notice to any and all insureds named thereon, including any and all mortgagees.
 - d. All policies of casualty insurance shall provide that, notwithstanding any provisions there of which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board (or any Insurance Trustee) or when in conflict with the provision of these By-Laws or the provisions of any Condominium Laws in Kentucky.
 - e. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-Owners, the Council, the Board, the managing agent, if any, and their respective agents, employees or invitees, and any defense based upon coinsurance or invalidity arising from the acts of the insured.
 - f. Each of the policies of insurance obtained by the council shall contain provisions. (i) that they may not be canceled, and validated, or suspended on account of the conduct of one

or more of the individual Co-Owners: (ii) that they may not be canceled, and validated or suspended on account of the contact of any officer or employee of the council without a prior demand in writing that the council care of the conduct of such officer employees with appropriate time to effect such clear; and (iii) if the Council fails to cure the contact of an officer or employee within the allotted time, the policies may still not be canceled or subsequently modified with at least 10 days prior written notice to all the of the insureds, including all mortgagee and Co-Owners.

4. Individual Unit Policies. Any Co-Owner or any Mortgagee must obtain additional insurance for the defined Unit space including, but not limited to the Units interior, bathroom, kitchen and laundry fixtures, the unit air conditioning, heating and other equipment serving the individual unit space, furniture, furnishings or other personal property, and any additional improvements and betterments to a Unit made or acquired by the Co-Owner. Such insurance should contain the same waiver of subrogation provision as that set forth in Section 3 (e) of this Article and must insure against loss or damage to improvements and personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. In addition, Unit Co-Owners are encouraged to obtain coverage for sewer back-ups, earthquakes and loss assessments. No Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time; and each Co-Owner shall file with the Board a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase, and on an annual basis thereafter.
5. Insurance Trustee. The Board shall from time to time designate a bank or trust company in the Commonwealth of Kentucky whose accounts or deposits are insured by an agency of the state or federal government as the Insurance Trustee. All insurance policies purchased by the Board shall be for the benefit of the council, each Co-Owner, and his mortgagee, as their respective interest may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, except that if the net proceeds are \$30,000 or less, they shall be payable directly to the Board. All policy shall provide the adjustment of loss Shall be made by the Board or designee with the approval of the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, nor the renewal of the policies, nor the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The soul duty of the Insurance Trustee shall be to receive such proceeds as they are paid and to hold the same interest for the purposes elsewhere stated herein, and for the benefit of the council and the Co-Owners in their respective mortgagee's, and shares equal to the aforementioned individual percentage interest of each owner, but such chairs need not be set forth upon the records of the Insurance Trustee. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claims or claims against any insurance or any other person.
6. Covenants for Benefit of Mortgagee. Proceeds of insurance policies received by the Insurance Trustees shall be distributed to or for the benefit of the Co-Owner entitled there

too, after first paying or making provision for the payment of the expenses of the Insurance Trustee , in the following manner;

- (a) Proceeds are to be paid first to repair restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair restoration, all remaining proceeds shall be payable jointly to the Co-Owners in mortgagees, if any entitled there too. This covenant is for the benefit of any mortgagee and maybe enforced by him.
- (b) If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid should not be repaired or reconstructing, then and in that event, the project shall be deemed to be owned in common by the Co-Owners and shall be subject to an addition for partition Upon the suit of any Co-Owner or mortgagee in which event the net proceeds of sale together with the net proceeds of any insurance shall be distributed prorated to the Co-Owners, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each Co-Owner. This is a covenant for the benefit of any mortgagee and may be enforced by them.
- (c) In making distributions to Co-Owners in their mortgages, the Insurance Trustee may rely upon a certificate of the Council or Board as to the names of the Co-Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council or Board shall deliver such certificate forthwith. The Insurance Trustee shall not incur any liability to any Co-Owner, mortgagee, or other person for any disbursements made by its pursuant to an in accordance with any such certificates or written authorization is.
- (d) All insurance policy shall continue in force for 10 days following notice to the mortgagee's of cancellation by either the company or the insured.

7. Reconstruction. If any part of the Condominium shall damage by casualty, the determination of whether or not we construct or repair the same she'll be made as follows:

- (a) Where there is a partial destruction, what shall be deemed to mean can destruction which does not render two-thirds or more of the Units untenable, there shall be compulsory compulsory reconstruction or repairs.
- (b) Where there is total destruction, which shall be deemed to mean destruction which does render more than two-thirds of the Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, all of the Co-Owners unanimously vote in favor of such reconstruction or repair.
- (c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed with the proceeds of insurance available for this purpose, if any.
- (d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.
- (e) The Insurance Trustee may rely upon a certificate of the Council or the Board which certifies whether or not the damage property is to be reconstructed or repaired. The

Council or the Board, upon request of the Insurance Trustee, shall deliver such the certificate as soon as practicable.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner, shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Council.

8. Assessments if Insurance is Inadequate. Immediately after casualty causing damage to property for which the council has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimate of cost to place the damage property in as good as condition as it was before the casualty such cost may include professional fees and premiums for such bonds as the Board desires. If the proceeds of the insurance are not sufficient to the phrase such estimated cost, a special assessment shall be made against all Co-Owners in proportion to their aforementioned individual percentage interest in the fission amounts to provide funds to pay the estimated cost. If at any time during construction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the Co-Owners in proportion to their individual percentage interest in sufficient amounts to provide funds for the payment of such calls.
9. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, also proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to an in accordance with the certificate of the Council or the Board.
10. Notice to mortgagee. The Board shall notify (1) The mortgagee whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1000) or two (2) mortgages of all Units whenever damage the common elements exceeds Ten Thousand Dollars (\$10,000).

ARTICLE VII

1. “Mortgagee” and “Mortgage”. As used in this title and generally in the Master Deed and By-Laws, the term “mortgagee” includes the holder of the note secured by a mortgage, or other security interest encumbering A Unit in recorded among the land records of Jefferson county, Kentucky, and the term “mortgage” includes any vendors lien, mortgage or other security interest recorded among the said land records.
2. Notice to Board. A Co-Owner who mortgages his Unit, shall notify the Board through the management agent of the name and address of his mortgagee, if any; the Board shall maintain such information in a book entitled “mortgagees of Units”.
3. Notice of Unpaid Common Charges. The Board whenever so requested in writing by a mortgagee, title Company, or attorney, shall promptly report any then unpaid common charges due from, or any other default, by the Co-Owner of the mortgaged Unit.

4. Notice of Default. The Board when giving notice to a Co-Owner of a default in paying common charges or other default, shall send a copy of such notice to each mortgagee who's name and address has theretofore been furnished to the Board. In the event that such default is not cured within thirty (30) days, the Board shall so advise the mortgagee in writing.
5. Examination of Books. Each Co-Owner in each mortgagee shall be permitted to examine the Books of Account of the Condominium at reasonable times, on business days, but no more often than once a month.
6. Record Ownership: every unit owner shall promptly cause to be duly recorded in the deed, assignment of other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Board of Administration, and the Secretary shall maintain all such information in the record of ownership of the Council.
7. Complex Rules: The Board of Administration may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Complex not inconsistent with any provision of law or the Declaration of these By-Laws.
8. Expenses of Enforcement: Every Unit Co-Owner in violation shall pay to the Council promptly on demand all costs and expenses including reasonable attorney's fees incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provision of the Declaration, these By-Laws or any Complex Rules Regulations, against such Unit Co-Owner or any occupant of such unit.

ARTICLE VIII

NOTICES

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or with the Master Deed or these By-Laws to any mortgagee, member or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing by mail, addressed to such mortgagee, member or Co-Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be mailed.
2. Waiver of Notice. When any notice is required to be given into the provisions of the statutes or by these By-Laws, a waiver there of, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-Laws may be amended by the affirmative vote of Co-Owners representing at least fifty-one percent (51%) or more of the total individual percentage interest of the Condominium, at a meeting of the Council called for that purpose; provided, however, that all mortgagees shall be given thirty (30) days written notice of all proposed amendments and no amendments affecting express rights of mortgagee's shall be valid unless approved in writing by all mortgagees. No amendments to the By-Laws shall become effective until recorded among the land records of Jefferson county, Kentucky. Provided, however, the Grantor may amend this instrument by properly recording any such amendment, without necessity for any Co-Owners joining in, said Co-Owners agree and consenting to such amendments in excepting convenience of his Unit, during such time as the Grantor retained control of the Condominium under paragraph FIFTH of the Master Deed.

ARTICLE X

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the condominium statutes and property laws of the Commonwealth of Kentucky.
2. Conflict. These By-Laws are subordinate and subject to all provisions of the Master Deed and to all provisions of Kentucky statutes. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed and statutes. In the event of any conflict between these By-Laws and Master Deed, the provisions of the Master Deed control; and in the event of any conflict between the Master Deed in the condominium laws, the provisions of the laws shall control.
3. Severability. These By-Laws are set forth to comply with the requirements of the Commonwealth of Kentucky. In case of any of the By-Laws are in conflict with provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase, or work, or the application there of in any circumstance is held in valid, the validity of the remainder of these By-Laws, shall not be affected hereby into this in, the provisions hear of our declared to be severable.
4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by the reason of any failure or failures to enforce the same, notwithstanding the provisions of the second paragraph of Article 5, Section 2 of these bylaws.
5. Captions. The caption is contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intend in any way to limit or enlarging the terms and provisions of these bylaws.
6. Duty of Grantor. During the period of this time in which the Grantor retained control of the Condominium pursuant to the paragraphed FIFTH of the Master Deed, it shall have the duty to faithfully perform all of the duties of the Board of the ministration in the council of Co-Owners.

