

BYLAWS
OF
TOWN & COUNTRY PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Offices

1.1 Principal Office. The principal office of Town & Country Patio Homes Homeowners Association, Inc. (the “Association”) shall be located at Town & Country Patio Homes, Inc. in Shelbyville, Kentucky 40065, but may be changed from time to time by resolution of the Board of Directors.

ARTICLE II
Members

2.1 Classes of Members. Pursuant to the Declaration of Covenants, Conditions and Restrictions (including all amendments thereto and restatements thereof, the “Restrictions”) recorded in Deed Book 487, Page 650, of the Shelby County Court Clerk’s Office, the Association shall have Class A Members (the “Members”) as follows:

(a) Class A Members shall be all owners of a residential lot. Subject to the terms hereof, each Class A Member shall be entitled to one vote for each lot owned. In the event that the owner is more than one person or entity, votes shall be apportioned as provided herein. Owners of each lot shall keep on file with the Secretary of the Association a notice of the fractional votes to which each owner is entitled. In no event shall any lot be entitled to more than one vote.

Each Class A Member shall have one vote for each lot owned provided that all fees have been paid to the Association as of the time of the vote. A Member who owns more than one lot within the development may have the same number of votes as the number of lots owned provided that all fees are paid for all additional lots from the time of initial ownership of same. In the event a lot is owned by two or more individuals or entities, each shall be Members but in the case of ownership by joint tenants with right of survivorship, each shall have a proportional vote in the same fractional share as his/her interest represents to the total number of owners of said lot, and in the case of ownership by multiple parties other than joint tenants with right of survivorship, each shall have a fractional share of one vote based on his/her percentage ownership of the lot. In no event shall more than one vote be cast with respect to any lot owned by several Members.

2.2 Suspension of Membership Rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Members shall have failed to pay any assessments or charges lawfully imposed upon such Member or any property owned by such Member, or if any Member shall be in current violation any rule or

regulation promulgated by the Board of Directors regarding the use of any property or conduct with respect thereto.

2.3 Annual Meetings. Annual meetings of the Members shall be held each year, at such time and place as designated in a notice thereof. The primary purpose of said meeting shall be to elect the directors for the upcoming year and present the budget to the membership at large.

2.4 Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the Chairman of the Board and shall be called by the Chairman of the Board at the written request of a majority of the Members of the Board of Directors, or upon the written demand of not less than 50% of the Members.

2.5 Notice of Annual or Special Meeting. Written notice stating the place, day and hour of the annual meeting and, in the case of special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, secretary or board member, or the person(s) calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address as appears on the books of the Association, with postage prepaid thereon.

2.6 Quorum. Any voting Members, for whom Association fees (as provided for in the Restrictions) are paid, representing the ownership of at least ten (10) lots shall constitute a quorum at the meeting.

2.7 Organization. The President, or such other officer or representative of the Association as the President may designate, shall act as Chairman of the meetings of Members. The Secretary shall act as secretary of meetings of Members, but in the absence of the Secretary, the Chairman may appoint any person to act as secretary of the meeting.

2.8 Attendance at Meeting as Waiver of Notice. Attendance by a Member at a meeting of Members constitutes waiver of notice of the meeting except when the Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE III Directors

3.1 General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, the Articles of Incorporation, or the Restrictions (including any

authority under the Restrictions reserved to the Developer) and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restrictions;

(b) employ independent contractors as they deem necessary, and to prescribe their duties;

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

(a) keep a correct and complete record of all its corporate affairs, make such records available for inspection by a Member or his authorized agent, and present an annual statement thereof to the Members;

(b) supervise all officers and agents of the Association and see that their duties are properly performed;

(c) designate depositories for Association funds and designate those officers and/or agents who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(d) hold an Association meeting on the proposed annual budget and approve the annual budget;

(e) set the date(s) assessments are due, decide what, if any, interest rate and/or penalty is to be applied to assessments which remain unpaid thirty (30) days after they become due;

(f) send written notice of each assessment to an owner of each lot subject thereto at least thirty (30) days before the due date of the annual assessment;

(g) record and enforce any liens deemed necessary or prudent;

(h) cause the Common Areas, if any, to be maintained;

3.3 Number, Tenure, and Qualifications. There shall be five (5) directors of the Association, but such number may be increased or decreased by amendment of this bylaw. Notwithstanding the foregoing sentence, at all times the minimum number of directors shall be three (3). In general, each director shall serve for two (2) consecutive years and shall serve as a director until the earlier of (i) the time when his successor, if any, has been elected and qualified at the next biennial meeting of Members; or (ii) he is removed by a majority of the Members, with or without cause. The Members entitled to vote shall nominate and elect four (4) of the directors. The Members shall designate among such four (4) directors who shall serve as President, Vice-President, Secretary and Treasurer in accordance with the duties described in Article IV. The fifth (5th) director shall be selected from the remaining Members by the four (4) directors/officers described above.

3.4 Vacancies. Should a vacancy occur on the Board before completion of a term or because of an increase in the number of directors, such vacancy may be filled by the affirmative vote of a majority of the remaining Board of Directors, though less than a quorum.

3.5 Annual and Regular Meetings. The annual meeting of the Board of Directors shall be held without notice other than this bylaw immediately after the annual meeting of Members to elect officers of the Association for the upcoming year and to address any other business as may properly come before the Board. The Board of Directors may provide, by resolution, the time and place, in Shelby County, Kentucky, for the holding of additional regular meetings without other notice than such resolution.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, or by a majority of the directors in office. The person or persons authorized to call special meetings of the Board of Directors may choose any place, either within or without the Commonwealth of Kentucky, as the place for holding any special meeting of the Board of directors called by them. If no place for holding the special meeting is chosen, the meeting shall be held at the Association's principal office.

3.7 Notice. Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally, mailed, or emailed (provided confirmation is obtained that the fax has been received) to each director at his business or other designated address. If mailed, such notice shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed, with first class postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any notice required hereunder shall state the time and place of the meeting. Notice of any special meetings shall also state the nature of the business to be conducted.

3.8 Quorum. Except as provided for in Article IX of these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

3.9 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.10 Compensation. No director shall receive compensation for his services as director; however, any reasonable expenses incurred by a director related to his/her duties or responsibilities as such, shall be paid by the Association; provided that nothing contained herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore.

3.11 Committees. The Board of Directors shall have authority to establish such committees as it may consider necessary or convenient for the conduct of its business. The

Board of Directors may establish an executive committee in accordance with and subject to the restrictions set out in the statutes of the Commonwealth of Kentucky.

3.12 Informal Action. Any action required or permitted to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or of a committee, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the directors, or all members of the committee, as the case may be, and included in minutes or filed with the corporate records. Such consent shall have the same effect as a unanimous vote.

3.13 Chairman of the Board. The President of the Association shall serve as the Chairman of the Board of Directors.

ARTICLE IV Officers

4.1 Classes. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers whose duties may be fixed from time to time by the Board of Directors and who are to be elected in accordance with the provisions of this article.

4.2 Election and Term of Office. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. The officers of the Association shall also serve as directors and shall be selected as described in Article III. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. No officer shall be elected or appointed to serve a term of office exceeding two (2) years. The election of officers will be staggered so that the President and Treasurer will be elected in one year and the Vice-President and Secretary will be elected in the following year.

4.3 Removal. Any officer may be removed with or without cause, pursuant to the same procedures as removal of a director.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.5 President. The President shall lead the Board of Directors and oversee all of the day-to-day business and affairs of the Association. The President shall preside over meetings, making sure everyone gets a chance to voice their opinion and that all necessary topics are covered. The President shall oversee the creation and execution of the annual budget, sign contracts and other legal documents required for running the business of the Association, and perform such other duties as may be prescribed by the Board of Directors from time to time. The President shall act as the primary liaison with any property management company that the Association may employ. The President shall serve as an ex-officio director (in an advisory capacity only – without any vote) following the completion of their term, unless such President has been removed with or without cause.

4.6 Vice-President. The Vice-President shall fulfill the duties of the President if the President is unavailable or otherwise unable to carry out those duties. The Vice-President shall be very familiar with all governing documents, be able to run meetings, lead committees and assume other responsibilities to assist the President upon request. The Vice President shall act as the primary liaison with any landscape management company that the Association may employ, including determining if weather conditions (e.g., snowfall amount, lack of significant rainfall) merit the application or withholding of services.

4.7 Secretary. The Secretary shall keep the minutes of the Members' meetings and the Board of Directors' meetings, and all committees thereof, in one or more books provided for that purpose. The Secretary shall ensure that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records; and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors. The Secretary shall maintain an accurate and up to date contact list of all Members to facilitate communication.

4.8 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association. The Treasurer shall receive and give receipts for moneys due and payable to the Association from any source whatsoever and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these bylaws; and in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. The Treasurer shall act as the primary liaison for financial matters with any property management company that the Association may employ, including signing and/or approving funds for payment.

4.9 Member at Large. The final Director(s) not holding an office shall serve "at large" during their term. The Member at Large is a voting member and attends all Board of Directors meetings. The Member at Large may be called to chair committees, handle special projects and assist with other business of the Association. Because these members serve on the Board and are familiar with the business, it is an excellent training ground for future officers or substitute for a current officer who may be unable to fulfill duties.

ARTICLE V

Contracts, Loans, Checks, and Deposits

5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3 Checks, Drafts, Orders, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

5.5 Gifts. Any director or officer may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes of or for any special purpose of the Association.

5.6 Charitable Contributions. No officer shall make charitable contributions in the name of, from the funds of, or on behalf of the Association without prior authorization by the Board of Directors.

ARTICLE VI Books and Records

6.1 Records. The Association shall keep correct and complete books and records of its accounts and shall also keep minutes of the proceedings of its Members and Board of Directors, and shall keep at the principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the Association may be inspected by any director, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII Fiscal Year

7.1 Fiscal Year. The fiscal year of the Association shall be January 1st to December 31st.

ARTICLE VIII Waiver of Notice

8.1 Waiver. Whenever any notice whatsoever is required to be given under the provisions of the Articles of Incorporation, these Bylaws, or the provisions of the nonprofit corporation laws of the Commonwealth of Kentucky, waiver thereof in writing, signed by the person, or persons, entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX Amendment of Bylaws

9.1 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed by the affirmative vote of a majority of the Board of Directors (no lesser quorum being

applicable), if notice of the proposed amendment, alteration, change, addition, or repeal is contained in the notice of the meeting of the Board of Directors.

ARTICLE X Indemnification

10.1 Indemnification. Each person who is or was a director or officer of the Association, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the Association to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgements, fines and excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a director or officer or arising out of such person's status as a director or officer; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding (1) in which such person shall have been adjudged liable on the basis that a personal benefit was improperly received by such person, (2) for any transaction in which the director's personal financial interest is in conflict with the financial interests of the Association, (3) for acts or omissions not in good faith or which involve intentional misconduct or which are known by the director to be in violation of law. Such rights of indemnification shall be a contract right and shall include the right to be paid by the Association the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Association of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. Any repeal or modification of this article shall not affect any rights or obligations then existing. If any indemnification payment required by this article is not paid by the Association within 90 days after a written claim has been received by the Association, the director or officer may at any time thereafter bring suit against the Association to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Association may maintain insurance, at its own expense, to protect itself and any such person against any such liability, cost or expense, whether or not an Association would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Acts or under this article, but it shall not be obligated to do so. The indemnification provided by this article shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of Members or Board of Directors, or otherwise. If this article or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this article that shall not have been invalidated or by any other applicable law.

ARTICLE XI Miscellaneous

11.1 Construction. Unless the context specifically requires otherwise, any reference in these Bylaws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

The above Bylaws of this Association were adopted by the Board of Directors on March 23, 2017.

CHAIRMAN

ATTEST:

SECRETARY