

ASHWOOD BLUFF CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.

**AMENDED AND RE-STATE BYLAWS
2022**

**AMENDED AND RESTATED BYLAWS OF ASHWOOD BLUFF CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC.**

As provided in Section 20 of the original Master Deed and Declaration of Condominium Property Regime for Ashwood Bluff Condominiums. Recorded in Deed Book 6673, Page 811, the Bylaws of Ashwood Bluff Condominiums Homeowners' Association, Inc. (which were adopted at the first meeting of the Board of Directors held on November 15, 1994) are hereby properly amended, modified, and restated to read in its entirety as follows:

**Article I
Principal Office**

The principal office of Ashwood Bluff Condominiums Homeowners' Association, Inc. (the "Association") shall be located in Jefferson County, Kentucky at a location determined by the Board of Directors , but meetings of Members and Directors shall be held at such places within or without the Commonwealth of Kentucky as may be designated by the Board of Directors.

**Article II
Definitions**

"Ashwood Bluff" shall mean the real estate development located in Jefferson County, Kentucky, the plats of which is recorded in Plat and Subdivision Book 53, Page 44, Plat and Subdivision Book 54, Page 9, Plat and Subdivision Book 55, Page 7, Book 56, Page 23, Plat and Subdivision Book 56, Page 30, Plat and Subdivision Book 56, Page 46, and Plat and Subdivision Book 57, Page 33, Book 58, Page 6 all in the Office of the Clerk of Jefferson County, Kentucky, and such additional real estate as may be added thereto pursuant to the Master Deed.

"Common Areas" shall mean all real property owned by the Association for the use and enjoyment of the Owners.

"Master Deed" shall mean the Amended and Restated Master Deed Horizontal Property Law for Ashwood Bluff recorded in Deed Book 12596, Page 613, in the Office of the Clerk aforesaid, as may be further amended from time to time.

"Unit" shall mean each single-family residential condominium unit, which comprises a part of Ashwood Bluff as shown on the recorded subdivision plats, or any amendments thereto.

"Management Company" shall be any person or entity, whether one or more, employed by the Association to carry out any of the obligations of the Association.

"Member" shall mean Owner.

"Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to a Unit in Ashwood Bluff but excluding a mortgage having merely a security interest.

Article III
Membership and Voting Rights

- A. Appurtenance. Membership shall be appurtenant to and may not be separated from ownership of any Unit.
- B. Voting Rights. With respect to any Unit where the Owner consists of more than one person or entity, the vote for such Unit shall be exercised as such persons or entities determine among themselves, but in no event shall more than one vote be cast for each Unit.
- C. Suspension. No member who is delinquent in the payment of assessments, late fees or fines shall be entitled to exercise the right to vote hereunder until such default has been cured.

Article IV
Management Company

The Association, by and through its Board of Directors, may employ, by contract, a Management Company to carry out all or part of the functions of the Association, which Management Company may control, be under common control with, or be controlled by the Association. No management agreement shall be for more than three (3) years and shall also provide for termination provisions without cause of no greater than sixty (60) days.

Article V
Meetings of Members

- A. Annual Meetings. An annual meeting shall be held once a year at a such time, date and place as determined by the Board of Directors.
- B. Special Meetings. Special meetings of the Members may be called at any time by a majority of the Board of Directors, or by Members having at least 25% of the votes entitled to be cast at such meeting.
- C. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personal delivery or mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each Member entitled to vote, addressed to the Members' Unit or to such other address which has been supplied by such Member to the Association for the purpose of such notice. Such notice may be by electronic means if the member has provided written authorization to accept notices in said manner. Any notice of a special meeting shall include the purpose or purposes for the meeting in the notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting called other than by the Board, the purpose of the meeting.
- D. Quorum. The presence at the meeting in person or by dated and signed proxy of the Members entitled to cast 51% of the total votes shall constitute a quorum for any action. If,

however, such quorum shall not be present, or represented at any meeting, the Members entitled to vote who are in attendance shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present in person or by proxy.

E. Proxies. At all meetings of Members, each Member is entitled to vote in person or by proxy. All proxies shall be dated and in writing and filed with the Secretary prior to the start of the meeting. Every proxy shall be revocable.

Article VI **Board of Directors**

A. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

B. Number and Qualifications. The Board of Directors shall consist of no less than five (5) Directors elected by the members. All Board members shall be a Unit Owner who must be in good standing with the Association, by not having any delinquent assessment, late fee, fine, unpaid attorney fee or costs, nor have any current or ongoing violation of the Master Deed or any Rule and Regulation.

B. Term of Office. Directors shall be elected to a term of three (3) years. At the first annual meeting after these Amended and Restated Bylaws are adopted the two (2) individuals receiving the highest number of votes shall be elected to a three (3) year term, the next two (2) individuals receiving the next highest number of votes shall be elected to a two (2) year term, and the remaining individual that is elected shall be elected to a one (1) year term. After which, all elected Directors shall hold office for a period of three (3) years and until their respective successors have been elected. subject to removal as here and provided.

C. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote. In the event of death, resignation or removed director, a successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

D. Compensation. No Director shall receive compensation for any service he/she may render to the Association; however, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

E. Regular Meetings. The Board of Directors shall determine the date, time and location of its regular meeting. Notice of each regular Board meeting shall be given to each Director at least one (1) day before each meeting by either electronic means, by mail, postage pre-paid, or by personal delivery.

F. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any three Directors. Any three Directors after not less than

one (1) day's notice to each Director, which notice shall be by either electronic means, by mail, postage pre-paid, or by personal delivery.

G. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

H. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article VII

Board of Directors Powers and Duties

A. Powers. The Board of Directors shall have the power to:

1. adopt and publish rules and regulations governing the use of Common Areas and facilities, and the conduct of Members and their guests thereon, and other matters as set forth in the Master Deed, and to establish fines for the infraction thereof.
2. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Master Deed;
3. employ as an independent contractor, a Management Company, or a manager, or such other employee(s) as they deem necessary, and to prescribe their duties, and
4. authorize the borrowing of money by the Association in connection with the carrying out of its rights and obligations, provided that the principal amount of such borrowings outstanding at any time shall not exceed \$20,000 without the approval of at least two-thirds (2/3) of the Members entitled to vote; provided, however, that such approval shall not be required where the borrowing of funds is required by the terms of the Master Deed.

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

1. cause to be kept a record of its meetings and the Association's affairs and to allow inspection of such records by any Member upon reasonable request;
2. supervise all officers, agents, and employees of the Association, and see that their duties are properly performed.
3. fix the amount of the assessments, late fees and fines against each Unit; and enforce collection of all assessments, late fees and fines.
4. procure and maintain insurance, including officers and directors' liability and indemnification insurance; and
5. cause the Common Areas, Maintenance Easement Areas and all Building Exteriors as those terms are defined in the Master Deed to be maintained.

Article VIII
Officers and Their Duties

A. Enumeration of Offices. The Officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, who shall at all times be members of the Board of Directors.

B. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

C. Term. The Officers of the Association shall be elected annually by the Board of Directors, and each shall hold office for one year and until a successor is elected and qualified, unless the Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Resignation and Removal. Any Officer may be removed from office with or without cause by a vote of the majority of the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, the acceptance of such resignation shall not be necessary to make it effective.

E. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

F. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

G. Duties. The duties of the officers are as follows:

1. President: the President shall preside at all meetings of the Board Directors and all meetings of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, notes, mortgages, deeds and other written instruments and shall co-sign all checks and in the event a property management company is not authorized to do so.

2. Vice President: the Vice President shall act in the place and instead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

3. Secretary: the Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

4. Treasurer: the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolutions of the Board of Directors; shall co-sign all checks and promissory notes and mortgage of the Association; keep proper books of accounts and shall prepare a

statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to the Members. The Board of Directors may elect to have these duties performed by a property management company or committee chairperson or as directed by the Board of Directors.

Article IX
Indemnification of Directors and Officers

The Association shall indemnify each of its Directors and Officers who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a Director or Officer of the Association against expenses (including reasonable attorneys' fees and costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association.

Article X
Committees

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

Article XI
Books and Records

The books and records and papers of the Association shall at times, during reasonable business hours, be subject to inspection by any Member. The Master Deed, the Articles of Incorporation, the Bylaws and any Rules and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article XII
Amendments

A. Amendments. The power to alter, amend, repeal, or adopt new Bylaws shall be vested in the Board of Directors

B. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Master Deed and amendments to the Master Deed and these Bylaws, the Master Deed and amendments to the Master Deed shall control.

Article XIII
Miscellaneous

The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Bylaws.

| Signature | Unit No./Address | Date |
|---------------------------------|---------------------------------|-------------------|
| <u>Susan Hodge</u> | <u>5918 Ashwood Bl. Dr</u> | <u>11/29/22</u> |
| <u>Jules Marquart</u> | <u>2015 Winding Bluff Tr.</u> | <u>11/29/2022</u> |
| <u>Paula Payne</u> | <u>5944 Ashwood Bluff Dr</u> | <u>11/29/2022</u> |
| <u>Constance C Williams</u> | <u>5911 Ashwood Bluff Dr</u> | <u>11-29-2022</u> |
| <u>Edene Wells Trustee</u> | <u>5934 Ashwood Bluff</u> | <u>11/29/22</u> |
| <u>Alexandra Horn (trustee)</u> | <u>5910 Ashwood Bluff Dr</u> | <u>11-29-22</u> |
| <u>Pauline L. Spain</u> | <u>2019 Winding Bluff Trce</u> | <u>11/29/22</u> |
| <u>Debra Hale</u> | <u>2011 Winding Bluff Trce</u> | <u>11/29/22</u> |
| <u>Shilpa Tejwani</u> | <u>5943 Ashwood Bluff Dr</u> | <u>11/29/22</u> |
| <u>William W. Salloway</u> | <u>6007 Winding Bluff Tr</u> | <u>11/29/22</u> |
| <u>Janice R. Shottle</u> | <u>5914 Ashwood Bluff Dr</u> | <u>11/29/22</u> |
| <u>Janice M. Fallon</u> | <u>5926 Ashwood Bluff Dr</u> | <u>11/29/22</u> |
| <u>Martha Rose</u> | <u>5931 Ashwood Bluff Dr.</u> | <u>11-29-22</u> |
| <u>Francis M. Suter</u> | <u>2013 Winding Bluff Tr.</u> | <u>11-29-22</u> |
| <u>Catalyn A. Johns</u> | <u>2015 Winding Bluff Tr</u> | <u>11-29-22</u> |
| <u>Emmanuel T. Williams</u> | <u>5935 Ashwood Bluff Dr</u> | <u>11/29/22</u> |
| <u>Kim Johnson</u> | <u>5912 Ashwood Bluff Dr</u> | <u>11/29/22</u> |
| <u>Mary Bradley</u> | <u>5000 Ashwood Bluff</u> | <u>11/29/22</u> |
| <u>R.P. Madison</u> | <u>2002 Ashwood Bluff Court</u> | <u>11/29/2022</u> |

The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Bylaws.

| Signature | Unit No./Address | Date |
|-----------------|--------------------------|------------|
| Kathleen Haley | 2009 Windy Bluff Trace | 11/29/22 |
| Crystal Jenkins | 2017 Winding Bluff Trace | 11-29-22 |
| Anna Ford | 5919 Ashwood Bluff Dr. | 11/29/2022 |
| Jason Sims | 5929 Ashwood Bluff Dr. | 11/29/2022 |
| Lee Horton | 2003 Ashwood Bluff Dr. | 11/29/22 |
| Amanda Stormont | 2007 Winding Bluff Dr. | 11/29/22 |
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Approval of Unit Owners


The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Master Deed. *(and the Amended and Restated Bylaws).*

| Signature | Unit No./Address | Date |
|-----------------------------|-------------------------------|----------------|
| <u>Carolyn G. McPherson</u> | <u>6803 Winding Bluff Ct.</u> | <u>12/6/22</u> |
| _____ | _____ | _____ |

STATE OF KENTUCKY))
COUNTY OF JEFFERSON)) SS

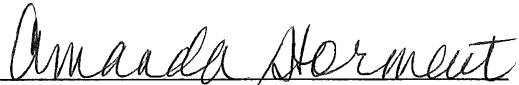
Acknowledged, subscribed and sworn to before me this 6th day of December, 2022 by Carolyn G. McPherson and _____.

My Commission Expires: June 14, 2025
Notary Number: KYNP28062



NOTARY PUBLIC

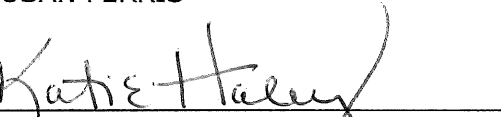
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

We, the undersigned Directors of Ashwood Bluff Condominiums Association, Inc., a Kentucky Corporation, certify that on November 29, 2022, the following Amended and Restated Bylaws" and attached "Rules and Regulations" were duly adopted by a majority vote of the Board of Directors, and that the below signatures of members constitutes at least a majority of the Members to approve the Amended Bylaws, as required in Section 20 of the original Master Deed.


AMANDA STORMENT


AGNES JENKINS


SUSAN FERRIS


KATIE HALEY

RULES AND REGULATIONS
ASHWOOD BLUFF HOMEOWNERS' ASSOCIATION, INC.
2023

1. Units shall only be used for single family residential housing and for no other purpose. There shall be no renting or leasing of any unit, and cannot be used for business, trade or occupation of any kind.
2. Each owner must maintain general liability insurance and fire and casualty insurance upon the Unit and the Owner's Unit furnishings, improvements, and personal property. Owner shall not keep anything in the Unit's garage or in the Common or Limited Common Elements which would result in cancellation of insurance on the building or contents.
3. Owner must keep Unit, its windows and doors, and patio in good, clean order and repair in accordance with Board's prior written approval. Any change to exterior windows, doors and exterior lighting must be submitted to the Board of Directors for approval. (Forms are available from Management Company.)
4. Any change in landscaping or planting, including trees and shrubbery, must be submitted to the Board of Directors for approval. (Forms are available from Management Company.)
5. Signage, advertising or other display is not permitted, except a For Sale sign directly in front of the Unit which is being sold.
6. No fence, awning, storm window, storm door, canopy, shutter or lighting fixture may be affixed to or placed upon the exterior of any improvements or within Ashwood Bluff without the prior written consent of the Board of Directors. (Landscape/Exterior Change Forms are available from Management Company).
7. Proposed fencing must have prior written consent from the Board of Directors. Fencing shall be restricted to areas which enclose patios and must be of black aluminum or wrought iron with finished side facing outside the perimeter. Original wooden fences may be replaced with a similar fence, pending Board approval.
8. Owners shall not hang or display anything on the outside of windows or placed on the outside walls that is visible from any of the Common Elements. Signage, awnings, shutters, antennas or transmitting or receiving devices are not allowed. One black wrought iron wall hanging is allowed. Seasonal displays, such as Christmas wreaths and lights are allowed if in good taste and good working order and must be removed and put away no later than 30 days after the specific occasion.

9. Statuary and planters must not interfere with grounds maintenance or placed in Common Elements and must be kept to a minimum. Decorative signs, decorative flags, yard art, decorations or décor of any kind are prohibited.
10. No clothes, sheets, blankets, laundry of any kind are allowed to be hung outside or exposed. Common Elements and Limited Common Elements must be kept free and clear of rubbish, debris and unsightly materials.
11. Household pets may be kept subject to the Master Deed. A permitted pet when outside the confines of the owner's unit must be kept on a leash and accompanied by a responsible person. Dogs and cats must be walked in designated areas for relief purposes and pet owners are required to pick up and properly dispose of its feces.
12. Nothing shall be done in any Unit or to the exterior of any Unit that would impair the structural integrity of the building or structurally change the building.
13. Drapery backing in a unit which is visible from the outside shall be of a white or off-white color.
14. All garbage must be placed in plastic bags and securely fastened before placing in garbage containers. All garbage containers must be concealed from neighboring Units and Common Areas, except for the 24-hours prior to scheduled trash pickup.
15. Owners' cars must be parked in the garage. Driveways (area in front of the garage) are not for continuous owner parking. Other vehicles, including motorcycles, boats, boat trailers or movable unit of any type is allowed for only 24 hours.
16. Dumpsters or POD-related storage units parked in the owner's driveway are allowed for no more than 14 days.
17. Spaces in the driveway areas in front of each garage are for guest parking. Additional parking is provided after resident driveway spaces are used. Parking along the streets within Ashwood Bluff is prohibited.
18. If an owner is away from their unit longer than two (2) weeks, it is the owner's responsibility to have someone check the property, both inside and outside. If the owner's representative finds any damage, it is the representative's responsibility to immediately notify the Management Company.
19. Auctions, garage and estate sales are not allowed.
20. All regular monthly dues/management fees are payable the first of every month. If not paid by the tenth of the month, the owner shall be assessed 50% of the total monthly

amount. In the event it remains unpaid 30 days from the due date, the entire amount for the following 12 months shall immediately become due and payable in full.

21. In the event of a sale of the Unit, the owner is responsible for providing the new owner with a current copy of the governing documents. Copies of the governing documents are available from the Management Company.
22. Any unit owner in violation or breach of any restriction, condition, or regulation adopted by the Board, or noted in the Master Deed shall be notified in writing. Should the violation not be corrected in 10 days, a fine of \$100 shall be incurred for the first offense which is payable in 30 days. If unpaid within 30 days, the fine will incur a monthly 25% late fee of the outstanding balance. Any recurring violation shall be considered a separate violation with a separate fine.
23. **These Rules & Regulations supersede all prior listings. Please refer to the Master Deed for more detailed information.**