

FIRST AMENDMENT TO THE  
BYLAWS OF THE COUNCIL OF CO-OWNERS OF  
SYCAMORE III CONDOMINIUMS

W I T N E S S E T H:

THAT WHEREAS, Bright and Logsdon Developers, Inc., a Kentucky Corporation, as the Developers of Sycamore III Condominiums desires to amend the Bylaws of the Council of Co-Owners of Sycamore III Condominiums as set out below;

NOW THEREFORE, the aforesaid Bylaws are hereby amended as follows:

ARTICLE II. Board of Administration.

Section 1. Number and Qualifications. This section is hereby amended by deleting the entire section and by substituting therefor:

The affairs of the Council and the Project shall be governed by a Board of Administration composed of at least three (3) persons. However, at the discretion of the Council of Co-Owners that number may be increased to either five (5) or seven (7) members. All persons who serve as members of the Board shall have an ownership interest in a Unit and must reside therein. The members shall serve without compensation unless otherwise authorized by the Council of Co-Owners.

Section 3. Election and Term. This section is hereby amended by adding the following at the end thereof:

Should the Council of Co-Owners, at its discretion, change the number of members of the Board of Administration from three (3) to five (5) or seven (7) members then the Council may, in its discretion, establish staggered terms for any such member elected thereto based on the foregoing formula.

If the number of members is five (5), then, in that event, the first Board of Administration elected hereunder shall have three (3) members who shall serve an initial term of one (1) year and two (2) members shall serve an initial term of two (2) years. Thereafter, all members of the Board shall be elected for a term of two (2) years.

If the number of members is seven (7), then, in that event, the first Board of Administration elected hereunder shall have four (4) members who shall serve an initial term of one (1) year and three (3) members shall serve an initial term of two (2) years. Thereafter, all members of the Board shall be elected for a term of two (2) years.

ARTICLE IV. Administration.

Section 1. Management.

(f) This sub-section (f) is amended by adding the following:

In addition to the preparation of a proposed budget and schedule of assessments, the Board shall establish the minimum percentage of the assessments that shall be paid into the Capital Replacement Fund for the next fiscal year as that fund is established by paragraph R of the Master Deed. The Board, and, at the discretion of the Board, its managing agent has the affirmative duty of complying with this provision.

NOW, THEREFORE, the aforesaid Master Deed and Declaration is amended as follows:

Paragraph A, Section 3, Subparagraph (i) is amended by deleting the words "Section D9" and inserting in their place "Section D8."

Paragraph L, Unpaid Common Expenses Constitute a Lien is amended by deleting the present Paragraph L and by substituting therefor the following:

Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner prior to all other liens except:

- (1) Liens for taxes and assessments lawfully imposed by governmental authorities against such Unit; and,
- (2) The lien of a valid first mortgage.

In the event any Common Expense shall be unpaid when due and remain unpaid for a period of ten (10) days from the due date, the Council shall assess a "late charge" or "penalty" of Ten Percent (10%) of the amount overdue. If such assessment remains unpaid after thirty (30) days from the due date, the entire assessment for the twelve (12) months next following shall immediately become due and payable in full without demand and the Council may commence the collection of same.

*10% late fee  
30 days or more*

The lien for Common Expenses may be enforced or foreclosed in the same manner as mortgages under the laws of the Commonwealth of Kentucky. Any such suit may be brought by the Board of Administration, its administrator, manager or agent, acting on behalf of the Council, provided that thirty (30) days written prior notice of intention to sue to foreclose the lien shall be mailed by use of the regular United States mail to the last known address to all those persons having an interest in such Unit (including any mortgagees whose interest is recorded). For the purpose of this Paragraph L, notice need only be given to those persons who have an interest in the Unit as shown by the Council's record of ownership and as recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky. Notice need not be given to tenants, lessees, assignees, heirs, agents of owners, or any person who has an interest by virtue of any unrecorded instrument. The Board of Administration shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without the lien securing same. Attorney's fees, recording and release fees, and all Court costs shall be recoverable on any delinquent Common Expense whether or not suit to enforce same is filed. No owner may exempt himself from liability for the Common Expenses on his Unit by waiver of the use or enjoyment of any of the Common Elements or abandonment of his Unit. Further, the Council of Co-Owners acting by and through the Board of Administration, in its discretion as set out in the By-Laws, may establish either monthly or quarterly methods for the assessment and collection of the Common Expenses.

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Paragraph R, Capital Replacement Fund is amended by deleting the words "Section U, Paragraph 2" and inserting in their place "Section T, Paragraph 2."

ARTICLE V. Obligations of Unit Owners.

Section 1. Assessments. This section is amended by deleting the present section and substituting therefor the following:

All unit owners shall pay to the Board of Administration, or if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every quarter, the quarterly assessments against their respective units for Common Expenses of the Project in accordance with the Master Deed. The assessment is delinquent if not received on or before the first day of the quarter that it is due. In the event any unit owner is delinquent in the payment of any quarterly assessment for a period in excess of ten (10) days, a penalty of ten percent (10%) of the delinquent assessment shall be payable for each quarter of delinquency beginning with the initial quarter.

In addition, the Board, may, from time to time, publish in its regular newsletter, if any, or post in a conspicuous place upon the Common Elements, the names of such delinquent unit owners, the address of their unit, and the delinquent amounts as reflected by the records of the Council of Co-Owners and the Board of Administration.

This Amendment is entered into by Bright and Logsdon Developers, Inc. as Proxy for all of the Unit Owners as provided by Paragraph H of the Master Deed.

IN TESTIMONY WHEREOF, Witness the signature of the Developer by its duly authorized Officer on this \_\_\_\_\_ day of October, 1980.

BRIGHT AND LOGSDON DEVELOPERS, INC.

By: Edward C. Dill  
Vice President  
Title

