

# BY-LAWS of GASLITE SQUARE CONDOMINIUM HOMES ,INC.

Gaslite Square Condominiums  
4851 Sherburn Lane  
Louisville, KY 40207

BY-LAWS of  
GASLITE SQUARE CONDOMINIUM HOMES, INC.

**Article I. Identity**

These are the By-Laws of Gaslite Square Condominium Homes, Inc., a non-profit corporation of Kentucky. An Association (Council of Co-owners) has been organized for the purposes of administering the operation and management of Gaslite Square Condominium Homes, Inc. (hereinafter called "Association"), a condominium development as described in the master deed and Horizontal Property Law (hereinafter called the "Declaration") for properties located at 475, 4851 and 4825 Sherburn Lane, Jefferson County, Louisville, Kentucky 40207. The use of the pronouns "he" or "she" in the wording of this document does not necessarily refer to any particular gender.

- (a) The provisions of these By-Laws are applicable to the Association, and the terms and provisions thereof are expressly subject to the effect of the terms, provisions, conditions and authorizations as contained in the formal Declaration and Amendments as recorded 3/15/74, Book 4714, pages 68 thru 105; 8/29/74, Book 4748, Pages 711 thru 730; and 11/19/76, Book 4896, Pages 820 thru 833.
- (b) All present or future owners, their employees, or any other person that might use the facilities of the Association are subject to the regulations set forth in these By-Laws and in said Declaration.
- (c) The office of the Association shall be at 4851 Sherburn Lane, Louisville, Kentucky 40207.
- (d) The fiscal year of the Association shall be the calendar year.

**Article II. Membership**

***Section 1. Qualification***

All owners of units of the Association shall constitute the Council of Co-owners, herein called "Council."

- (a) The owner of any unit upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Council shall automatically cease.
- (b) The unit owners shall have one vote for each unit owner in this Association.

***Section 2. Place of Meetings***

All meetings of the membership shall be held in the clubhouse of the Association if at all possible. If such is not possible, then some other suitable place convenient to the unit owners may be designated by the Board of Directors (hereinafter called the "Board").

***Section 3. Annual Meeting***

Annual meetings of the Council shall be held on the first Tuesday of October of each year at 800 p.m.

***Section 4. Special Meetings***

Special meetings of the Council may be held at any time upon the call of the Board or a petition, signed by twenty-five per cent (25%) of the unit owners, presented to the Secretary. The only business to be discussed at any special meeting would be as set forth in the notice of such meeting.

***Section 5. Notice of Meetings***

The Secretary shall give written or printed notice of each annual and special meeting to every unit owner according to the Association's record of ownership, at least five days before the date set for such

meeting, and stating whether it is an annual or special meeting, the authority for the call thereof, the place, day, hour and purpose thereof, in any of the following ways:

- (a) by delivering it to him personally,
- (b) by leaving it at his unit in the Association or at his usual residence or place of business,
- (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership .

If notice is given pursuant to the provisions of this section, the failure of any unit owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereof. The presence of any unit owner in person or by proxy at any meeting shall be deemed as a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions thereof.

### ***Section 6. Quorum***

The presence at any meeting in person or by proxy of a majority of unit owners shall constitute a quorum and shall be binding upon the Council.

### ***Section 7. Voting***

Any specified percentage of unit owners, whether majority or otherwise, for the purpose of voting and for all purposes and wherever provided in the Declaration, shall mean such percentage in the aggregate in interest of the undivided ownership of the common elements of the section in which the unit is located, together with the percentage of interest in Section 2, Building C, as set forth in Paragraph 6 of the Declaration . If any unit is owned by more than one person, the voting rights with respect to such units shall not be divided, but shall be exercised as if the unit owners consisted of only one person in accordance with the proxy or other designation made by persons constituting such unit owner. The unit owners shall have one vote for each unit owned in the Association.

### ***Section 8. Proxies and Pledges***

The authority given by any unit owner to another unit owner to represent him at meetings of the Council shall be in writing, signed by such owner and filed with the Secretary, and shall be limited to a specific meeting or any adjournments thereof. Voting rights transferred or pledges by mortgage, deed of trust, or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board through the Secretary, administrator or managing agent, shall be exercised only by the person designated in such instructions until the written release or other termination thereof is filed with the Board in like manner. No proxy can be exercised if any owner of that unit is present.

## **Article III. Board of Directors**

### ***Section 1. Number***

The affairs of the Association shall be governed by a Board of Directors consisting of six (6) unit owners. The Board members shall serve without compensation unless otherwise authorized by the majority of unit owners.

### ***Section 2. Qualifications and Eligibility***

To serve on the Board of Directors, the following qualifications are recommended:

- (a) Be a resident unit owner
- (b) Be current in all maintenance fees and assessments.
- (c) Have shown a willingness to abide by and support these By-Laws, rules and regulations adopted by the Board, or those provided for in the Declaration.
- (d) Have been a resident for at least one year.

- (e) Have shown a willingness to serve on committees, and preferably having displayed abilities to successfully chair a committee.

### **Section 3. Powers**

The Board shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefore as are not by law, the Declaration, or these By-Laws directed to be exercised or done only by the unit owners.

### **Section 4. Election and Term**

#### **(a) Time**

The election of the Board members shall be by secret ballot at each annual meeting or any special meeting called for that purpose. At first annual meeting following the adoption of these By-Laws, three (3) board members shall be elected to a one-year term and three (3) board members shall be elected to a two-year term. Thereafter, three (3) board members shall be elected annually for a two-year term.

#### **(b) Qualifications**

No member may be a candidate unless he has been nominated in accordance with these By-Laws.

(c) A nominating committee shall nominate from among the eligible unit owners as detailed in Article III, Section 2. At the first election following the adoption of these By-Laws, the slate will consist of three residents nominated for a two-year term and three residents nominated for a one-year term. Thereafter, each year only three residents will be nominated for a two-year term. The nominating committee shall submit its slate to the Board not less than 20 days prior to annual election. The Secretary shall post and notify all owners of those nominated.

#### **(d) Additional Nominations**

Additional nominations of eligible unit owners may be made by written petition presented to the Board not less than 10 day prior to election, signed by 10 owners and accompanied by the written acceptance of each such additional nominee, signifying a willingness to be a candidate.

#### **(e) Unopposed Election**

If no valid additional nominations are received by the Board at least 10 days prior to election, the nominating committee's slate shall be declared elected at the time of the annual meeting and no balloting will be required.

#### **(f) Opposed Election**

If one or more valid additional nominations are received by the Board at least 10 days prior to the annual meeting, the Secretary shall at least 5 days prior to the annual meeting notify all unit owners of aolol nominations. One ballot listing all nominations will be furnished each unit owner. The ballots will be numbered to prevent duplication. The ballots and all proxies will be deposited into a box at the beginning of the annual meeting.

#### **(g) Tellers**

Three tellers shall be appointed by the President on the evening of the annual meeting. After all ballots are cast, the tellers shall promptly count the ballots. The tellers must check the number of ballots and make sure all ballots are numbered without duplication. If any duplication is found, all such ballots are void. The candidates receiving the largest number of votes shall be declared elected.

#### **(h) Tie Votes**

In the event an equal number of votes is received by two or more candidates before the required number are elected with more votes, the members present at the meeting shall vote by written secret ballots on the candidates receiving such equal number of votes until one candidate receives

a majority. The vote provision applies only to last place, or third candidate. If all three candidates received an equal number of votes, but more than any other candidate, then all three would be elected.

#### ***Section 5. Vacancies***

Vacancies on the Board caused by any reason other than removal of a board member by the Council shall be filled by a vote of a majority of the remaining board members. Each person so elected shall serve the balance of the unexpired term and until his successor is elected at the annual meeting at the end of his term. Incapacity of any board member, or his continued absence for more than three months, shall cause his office to be vacant.

#### ***Section 6. Removal of Board Members***

At any regular or special meeting of the Council duly called, any one or more of the board members may be removed with cause by vote or two-thirds of the unit owners, and a successor may be elected to fill the unexpired term of the vacancy created, using election procedures described above. Any board member whose removal has been proposed by unit owners shall be given an opportunity to be heard at such a meeting, prior to impeachment vote.

#### ***Section 7. Election of Officers***

At the annual meeting, immediately following the election of board members, the elected board members shall caucus to elect the officers for the forthcoming year. The officers shall consist of a President, 1st Vice-President, 2<sup>nd</sup> Vice-President, Secretary, Treasurer, and one member-at-large. As soon as new officers are elected, the newly-elected board will recess their meeting and announce the new officers to those remaining at the annual meeting of the Council. The annual meeting of the Council is then adjourned with newly-elected board reconvening to further discuss and outline their responsibilities for the coming year.

#### ***Section 8. Board Meetings***

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the board members, but at least one such meeting shall be held monthly throughout the calendar year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone or telegraph. Only board members would normally attend board meetings unless by otherwise special invitation for a specific presentation. Anyone specifically invited would be excused as soon as specific discussion was concluded.

#### ***Section 9. Special Board Meetings***

Special meetings of the Board may be called on at least one day's notice to each director, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or by the Secretary, at the direction of the President, in like manner and with like notice on the written request of at least three directors.

#### ***Section 10. Waiver of Notice to Board Meetings***

Before or at any meeting of the Board of Directors, any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

***Section 11. Quorum of Board***

At all meetings of the Board of Directors, a majority of the total number of directors established by these By-Laws shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, no business may be transacted until such time when a meeting can be duly called with a quorum present.

***Section 12. Fidelity Bonds of Board Members***

The Board of Directors shall require the officers handling or responsible for its funds to furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**Article IV. Officers**

***Section 1. Designation***

The officers of the Association shall be a President, a 1<sup>st</sup> Vice-President, a 2<sup>nd</sup> Vice President, a Secretary, and a Treasurer.

***Section 2. Election and Term***

The officers of the Association shall be elected annually by and from the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

***Section 3. Removal***

Any officer may be removed with cause by vote of a majority of the Board, and his successor elected by the Board at a regular or any special meeting.

***Section 4. President***

The President shall be the chief executive of the Association and shall preside at all meetings of the Council and of the Board of Directors. Subject to the control of the Board, he shall exercise general supervision and direction over the management, conduct the business and affairs of the Association. He may sign, together with any other officer designated or approved by the Board, any contracts, drafts, or other instruments designated or approved by the Board. Checks may be signed by any two of the following three officers: President, Treasurer and Secretary. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board. He shall be a member ex-officio of all committees except the nominating and audit committees.

***Suction 5. 1<sup>st</sup> Vice President***

The 1<sup>st</sup> Vice-President shall assist the President in his duties and if necessary serve in his absence. He shall also have such other duties as may be provided by the By-Laws or assigned to him from time to time by the Board.

***Section 6. 2<sup>nd</sup> Vice President***

The 2<sup>nd</sup> Vice-President shall assist the President and 1<sup>st</sup> Vice-President in their duties and if necessary serve in their absences. He shall also have such other duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

**Section 7. Secretary**

The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board for Directors; shall give all notices thereof as provided by these By-Laws; maintain and keep a continuous and accurate record of ownership of all units; have charge of such books, documents and records of the Council as the Board may direct; prepare ballots as required; notify all owners of all nominations; and post on clubhouse bulletin board a copy of all board and council meetings as soon as possible after each meeting.

**Section 8. Treasurer**

The Treasurer shall keep all financial records and books of account; all expenses, charges and costs of the maintenance, repair or replacement of the common elements; and any other expenses, charges or costs which the Board may incur or expend pursuant hereto which shall be approved by the Board. There shall be no structural alteration, capital addition to, or capital improvements on, the common elements (other than for purposes of replacement or restoring) that require expenditures in excess of \$1,000.00 without prior approval of a majority of the unit owners. The Treasurer shall be the chairperson of the finance commit and shall cooperate with the audit committee and turn over records to new Treasurer after the annual audit and after the new Treasurer has been bonded as provided in Article III, Section 12 of these By-Laws.

**Section 9. Director-at-Large**

The Director-at-Large shall become familiar with all aspects of the Association. He shall assist all other officers and have such other duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

**Section 10. Committees**

The Board shall appoint the chairperson of the following committees at the first meeting following the annual meeting. The chairperson shall take office immediately upon said notice of appointment and shall assume the duties as provided for in these By-Laws.

- |                      |                |                       |
|----------------------|----------------|-----------------------|
| (a) Audit            | (d) Grievance  | (g) Pool              |
| (b) Building         | (e) Grounds    | (h) Rules and By-Laws |
| (c) Finance (Budget) | (f) Nominating | (i) Social            |

**Section 11. Liaison Representative**

A Liaison Representative is a board member assigned by the Board to serve on a committee. This liaison representative is in addition to the number of members provided for each committee in these By-Laws. The liaison representative can make valuable contributions and input to a committee, as well as to serve as a communication conduit between the Board and the committee. The liaison representative should not usurp the responsibilities normally reserved for the chairperson of a committee.

**Article V. Standing Committee**

**Section 1. Committees and Their Duties**

- (a) It shall be the duty of all committees to hold sufficient meetings to properly discharge the duties assigned to them and submit a report to the Board for their approval. Frequency of such reports will vary, dependent upon committee and upon pleasure of the Board. The Board may assign a board member to act in a liaison capacity in lieu of or in addition to a report. Any committee may be discharged if duties are not being property carried out, in the opinion of the Board. No committee shall have the power or authority to carry out any actions without expressed consent of the Board, including hiring of personnel and approving of contract recommendations.

- (b) The chairperson shall appoint his own committee (unless otherwise specified) and submit a list of members of the committee to the Board for approval. Committees shall continue to function until their successors have been appointed and approved.
- (c) Except for Finance Committee, all other committee chairpersons will be non-board members.
- (d) Audit Committee shall consist of three members. The committee shall examine the records of the Treasurer and audit the Treasurer's books and report its findings to the Council at the annual meeting. No one from the Bard may serve on the audit committee. The committee shall secure the services of a professional accountant to assist in the audit. Any cost must be submitted to the Board for approval. The cost of these services, once approved by the Board, shall be paid by the Association.
- (e) Building Committee shall consist of five members. They shall (1) supervise and enforce all rules and regulations on Buildings A, B and Clubhouse; (2) supervise all maintenance to these buildings; (3) obtain competitive bids on all work, except in emergency; and (4) prepare maintenance report to include both current and future needs. There shall be a board member serving as liaison representative.
- (f) Finance Committee (Budget) shall consist of five members, including the Treasurer as chairperson. The Finance Committee shall prepare the budget as prescribed in the Declaration, Section 11-n, Pages 22-25 (Annual Budget and Assessment Against Each Owner), but the Board will render final approval in accordance with the provisions as set forth in the Declaration.
- (g) Grievance Committee shall consist of three persons plus a board member serving as liaison representative. It shall be the responsibility of this committee to investigate any grievance submitted to the Board in writing. Any grievance that is not submitted in writing and signed is deemed to lack merit. The grievance committee shall hold hearings with the accused and accuser present. The accuser should be able to furnish witnesses. After due investigation and hearings, the grievance committee will submit a written report of their finding to the Board. The Board will make the final decision on what action to take that would be fair to all and in the best interests of the Association.
- (h) Grounds Committee shall consist of three members plus a board member assigned as liaison representative. They shall (1) supervise and enforce all rules and regulations pertaining to the grounds around Buildings A, B and Clubhouse; (2) supervise all work required to maintain and keep grounds clear; (3) obtain bids for landscaping, lawn and shrub needs; (4) obtain bids for snow removal; (5) be responsible for care of carports and all outside lighting; (6) make sure dumpsters are properly covered and maintained; and (7) prepare a report to include both current and future needs.
- (i) Nominating committee shall be appointed by the Board not less than 60 days prior to annual election meeting. It shall consist of three members, none of whom shall be members of the then-current Board. The committee shall select their own chairperson. The committee shall look into qualifications of residents as well as determine those willing to serve. The committee shall submit its slate to the Board not less than 20 days prior to the annual election.
- (j) Pool committee shall consist of three members plus a board member assigned as liaison representative. They shall have supervision over and operations of the pool, including employees. They shall enforce current rules and regulations and make recommendations to the Board.
- (k) Rules and By-Laws Committee shall consist of five members plus a board member assigned as liaison representative. The committee shall be responsible for (1) writing all rules and regulations as requested by the Board; (2) keeping By-Laws current; and (3) writing any amendments deemed necessary by the Board.



- (l) Social Committee shall consist of minimum of five members plus a board member assigned as liaison representative. They shall have charge of entertainment, social functions, and fund raising not handled by a special committee.

## **Article VI. Administration**

### ***Section 1. Management***

The Board of Directors shall at all times manage and operate the Association and have such powers and duties as may be necessary or proper therefore, including without limitation the following:

- (a) Supervision of the immediate management and operation of the Association;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and provision for utility services required for the common elements;
- (d) Provision at each unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such unit or as a common expense as determined by the Board;
- (e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Association;
- (f) Preparation by December 1<sup>st</sup> of each fiscal year of a proposed budget and schedule of assessments for the following year; and shall by December 15 notify each owner in writing as to the amount of such estimate with reasonable itemization thereof;
- (g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the Association required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Council or the Board;
- (i) Notification of all persons having any interest in any unit, according to the Council's record of ownership of delinquency exceeding 30 days in the payment of any assessment against such unit;
- (j) Assignment and supervision of motor vehicle parking, outside of carports, including the authority to make reasonable rules in regard thereof; and
- (k) Supervision of the use of the common elements.

### ***Section 2. Managing Agent***

The Board of Directors may employ from time to time a responsible Managing Agent to manage and control the Association, subject at all times to direction by the Board, with all the administrative functions set forth specifically in preceding Section 1, and such other power and duties, and at such compensation as the Board may establish.

### ***Section 3. Representation***

The President or Managing Agent, subject to the direction of the Board, shall represent the Council or any two or more unit owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Council, the common elements or more than one unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings without prejudice to the rights of any unit owners individually to appear, sue or be sued. Service of process in any such action, suit or proceeding may be made on the President or Managing Agent.

#### ***Section 4. Execution of Instruments***

All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Council by such person or persons as shall be provided by general or special resolution of the Board or, in the absence of any such resolution application to such instrument, by the President or the Treasurer.

### **Article VII. Obligations of Unit Owners**

#### ***Section 1. Assessments***

All unit owners shall pay to the Board or, if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly installments of assessments against their respective units for common expenses of the Association in accordance with the Declaration, a monthly sum determined by the Board to be sufficient to accumulate and pay when due all expenses, taxes, assessments and other charges of maintenance and operation payable by the owner of such unit. In the event any unit owner is delinquent in the payment of any monthly assessment for a period in excess of thirty days, the Board may at its discretion sever or disconnect all gas and water connections to his unit after fifteen days' written notice and after a reasonable effort to contact owner has been made.

#### ***Section 2. Maintenance of Units***

Every unit owner, at his own expense, shall at all times be responsible for repairs; maintain, amend and keep his unit, including without limitation all internal installations therein, such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board or the Managing Agent. Every unit owner and occupant shall reimburse the Council promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage due to negligence or vandalism (except for ordinary wear and tear) to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or by a member of the household or guest of either of them and shall give prompt notice to the Board or Managing Agent of any such loss or damage or other defect in the Association when discovered.

#### ***Section 3. Use of the Association***

- (a) All units of the Association shall be used only for one-family residential unit purposes.
- (b) All common elements of the Association shall be used only for their respective purposes as designed.
- (c) No unit owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.
- (d) Every unit owner and occupant shall at all times keep his unit and any limited common element appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority over the Council applicable to the Association.

- (e) No unit owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his unit or the Association nor alter or remove any furniture, furnishings or equipment of the common elements.
- (f) No unit owner or occupant shall erect or place in the Association any building or structure including fences and walls, nor make any additions or alterations to any common elements of the Association, except as permitted in the Master Deed and Declaration and except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, if so required by the Board, unless approval by a majority of unit owners (or such larger percentage required by law or the Declaration) including all owners or units thereby directly affected.
- (g) No signs, posters or bills may be placed or maintained in the Association unless approved by a majority of unit owners or the Board.
- (h) No unit owner shall decorate or landscape any entrance, hallway or planting area appurtenant to his unit except in accordance with standards therefor established by the Board or specific plans approved in writing by the Board.
- (i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.
- (j) No garments, rugs or other objects shall be hung from the windows or facades of the Association.
- (k) No rugs or other objects shall be dusted or shaken from the windows of the Association or cleaned by beating or sweeping on any hallway or exterior part of the Association.
- (l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Association outside of the disposal facilities provided for such purpose. Garbage must be placed in plastic bags prior to placement in disposal facilities.
- (m) No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Association. Dogs and cats shall be allowed subject to regulation by the Board, including regulation as to the number thereof. Any pet permitted under this section when outside the confines of owner's unit must be kept on a leash and accompanied by responsible person.
- (n) No unit owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Association or protruding through the walls, windows or roof thereof.
- (o) Nothing shall be allowed, done or kept in any units or common elements of the Association which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Council.
- (p) A unit owner or his agent shall have the right to show his unit at reasonable times of the day for the purpose of sale or lease. All leases must be approved by the Board.

#### ***Section 4. House Rules***

The Board may adopt, amend or repeal any rules and regulations governing detail of the operation and use of the Association not inconsistent with any provision of law, the Declaration, or these By-Laws.

#### ***Section 5. Expenses of Enforcement***

Every unit owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefor or enforcing any provisions of the Declaration or these By-Laws against such owner or any occupant of such unit.

### ***Section 6. Record of Ownership***

Every unit owner shall promptly cause to be duly recorded the deed, lease, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Board, and the Secretary shall maintain all such information in the record of ownership of the Council.

### ***Section 7. Mortgages***

Any unit owner who mortgages his unit, or any interest therein, shall notify the Board or the Managing Agent the name and address of his mortgages, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board or Managing Agent at the request of any mortgages or prospective purchaser of any unit, or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

## **Article VIII. Miscellaneous**

### ***Section 1. Amendment***

These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of seventy-five per cent (75%) of the unit owners (as defined in the Declaration) at any meeting of the Council duly called for such purpose.

A special meeting will first be called to discuss a proposed amendment. A second meeting scheduled fifteen days after the first meeting will call for a vote. Proposed amendment will be posted during the time between these two meetings.

### ***Section 2. Indemnification***

The Council shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a Board member or officer of the Council, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Council is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

### ***Section 3. Interpretation***

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Council or Board to conduct or engage in any active business for profit or behalf of any or all of the unit owners.

These By-Laws have been adopted without any intentional conflict with the provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, sub-paragraph (c) and (i) of paragraph 10, sub-paragraph (n) of paragraph 11, and paragraph 19 of the Master Deed. Should such conflict arise, the Master Deed shall take precedence.

### ***Section 4. Parliamentary Rules***

Robert's Rules of Order (latest edition) shall govern conduct of all meetings.