

**AMENDED AND RESTATED BYLAWS OF
THE WHITE OAK VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
General**

A. Description and Name

These are the Bylaws for The White Oak Village Condominium Association, Inc. (hereinafter called the "Association"), a Kentucky nonstock, nonprofit corporation, which is composed of every unit owner in The White Oak Village (the "Condominium"), as created by White Oak Properties II, LLC, a Kentucky limited liability company ("Declarant"), by that certain Master Deed Establishing The White Oak Village Condominiums Horizontal Property Regime at Condo Deed Book 1, Page 264 in the Scott County Clerk's Office (the "Original Master Deed"), as replaced by that certain Corrected Master Deed Establishing The White Oak Village Condominiums Horizontal Property Regime of record at Condo Deed Book 1, Page 321 in the Scott County Clerk's Office (the "First Amendment"), as replaced by that certain Amended Master Deed Establishing The White Oak Village Condominiums Horizontal Property Regime For White Oak Properties II, LLC and White Oak Development, LLC of record at Condo Deed Book 1, Page 459 in the Scott County Clerk's Office (the "Second Amendment"), as amended by that certain Amended Master Deed Establishing The White Oak Village Condominiums For White Oak Development Three, LLC of record at Condo Deed Book 2, Page 734 in the Scott County Clerk's Office (the "Third Amendment"), as amended by that certain Amended Master Deed Establishing The White Oak Village Condominiums For White Oak Development Three, LLC of record at Condo Deed Book 3, Page 31 in the Scott County Clerk's Office (the "Fourth Amendment") (the Second Amendment, Third Amendment, and Fourth Amendment being hereinafter referred to as a "Master Deed" and all collectively as the "Master Deed"). Certain terms used herein without definition shall have the meanings ascribed to them in the Master Deed and other condominium documents.

B. Purposes of Association

The Association, acting in accordance with the condominium documents, including without limitation these Bylaws, through its Officers, and through the Board of Directors of the Association, shall govern the affairs of the Condominium and provide for the harmonious use and occupation thereof.

C. Office

The office of the Association and of the Board of Directors shall be located at P.O. Box 2018, Georgetown, Kentucky 40324, and thereafter at such other office as the Board may determine from time to time.

D. Fiscal Year

The fiscal year of the Association shall be the calendar year.

E. Members' Qualifications

Each unit owner of record, and only such unit owner of record, shall be a Member of the Association ("Member"). Any person, on becoming a unit owner of record, shall automatically become a Member of the Association ("Membership") and be subject to these Bylaws, and such Membership shall terminate without any formal action by the Association when such person ceases to be a unit owner of record, but such termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of his Membership or impair any rights and remedies which the Association or other may have against such former unit owner arising out of or connected with the Membership by that unit owner.

ARTICLE II
Unit Owners

A. Annual Meetings

The annual meeting of unit owners shall be held at a place, date and time during the months of October or November as designated by the Board of Directors. At such meetings, the Board of Directors shall be elected by the unit owners in accordance with the provisions of these Bylaws. The unit owners may transact such other business at such meetings as may properly come before them.

B. Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Association as set forth in the section of these Bylaws entitled "Office", or at such other place reasonably convenient to the unit owners as may be designated by the Board of Directors, including without limitation by remote communication as set forth in KRS 273.195.

C. Special Meetings

Special meetings of the Association may be called by the President, a majority of the Board of Directors, or by owners of at least thirty percent (30%) or more of the total units of the Condominium. The notice of any meeting shall be given in accordance with the defined procedure for notice of meetings and shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Master Deed, any budget changes, and any proposal to remove a director or officer. No business shall be transacted at a special meeting except as stated in the notice. Such special meeting shall be held within sixty (60) days of receiving a proper request.

D. Notice of Meetings

The Secretary, President, or Vice President of the Association, or the managing agent of the Association, shall cause to be hand-delivered or sent prepaid by United States mail to each unit owner of record at the address of the unit owner in the Condominium (unless such unit owner shall

have specified a different address for notices by notice theretofore given in writing to the attention of the Secretary, in which event the notice of the meeting of unit owners shall be mailed to such unit owner at such different address) and to any managing agent of the Condominium (a representative of which shall be entitled to attend the meeting), a notice of each annual meeting and of each special meeting of the unit owners, not less than ten (10) days nor more than sixty (60) days in advance of any meeting, stating the purpose thereof as well as the time and place where it is to be held. Any unit owner may waive notice of any and all meetings in writing before or after a meeting, and such waiver shall be deemed equivalent to the giving of notice. A unit owner's attendance at a meeting without objection to such unit owner's not having received proper notice of the meeting shall be deemed a waiver of the right to receive notice of that meeting.

E. Adjournment of Meetings

If any meeting of unit owners cannot be held because a quorum is not present, the Board of Directors may adjourn the meeting to a time not more than thirty (30) days from the adjourned meeting. The quorum requirements for a reconvened meeting shall be reduced to ten percent (10%) or more of the eligible votes of the Condominium.

F. Designated Voter

The unit owner of each of the units of the Condominium shall designate one (1) individual (the "Designated Voter") who alone shall be entitled to vote on behalf of such unit owner on all matters put to a vote at all meetings of the unit owners. Individuals whose name(s) appear on the deed(s) of record for a unit shall be deemed Designated Voters for such unit(s). The Secretary of the Association shall be notified in writing of the identity of the Designated Voter, and of any change in such identity from time to time occurring. If a unit is owned by more than one (1) natural person or is under lease, the Designated Voter for such unit shall be identified by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the Designated Voter for such Unit shall be identified by a certificate signed by the President or Vice President and attested by the Secretary or assistant Secretary of the corporation and filed with the Secretary of the Association. If a unit is owned by a limited liability company, the Designated Voter for such unit shall be identified by a certificate signed by the members or the manager of the company and filed with the Secretary of the Association. If a unit is owned by a trust or estate, the Designated Voter for such unit shall be identified by a certificate signed by the trustee or personal representative and filed with the Secretary of the Association. If a unit is owned by a partnership, whether general or limited, or a joint venture, the certificate identifying the Designated Voter shall be signed by all general partners or joint venturers, as the case may be, except that the Secretary may rely on a certificate signed only by the managing general partner of a general or limited partnership. One (1) individual may be a Designated Voter for more than one unit if so designated by the unit owners of more than one unit. Each Designated Voter shall be entitled to vote in person or by proxy on all matter which are put to a vote at all meetings of unit owners. Each unit shall be eligible to cast one (1) vote per unit, notwithstanding the number of owners of the unit. In the event that the common expenses or assessments for a unit are in arrears at the time of a vote or there exists an ongoing violation in or relating to the unit or the unit owner, the unit owner or Designated Voter for such unit(s) shall not

be eligible to vote until each arrearage and/or violation is cured. It shall be the joint obligation of a transferring owner and the transferee owner to notify the Board of Directors of any change in ownership, change in name(s) of the owners on the deed, or other transfer of any kind.

G. Proxies

Votes and consents may be cast in person or by proxy. A proxy may be made by any person entitled to vote, shall be valid only for the particular meeting designated in the proxy, and shall be filed with the Secretary in a form acceptable to the Secretary before the appointed time of the meeting (except, in the case of a meeting which is adjourned, before the appointed time of the continuation meeting held pursuant to the adjournment). No proxy shall be valid for more than eleven (11) months from the date of its execution.

H. Quorum

At all meetings of the unit owners, the presence in person or by proxy of Designated Voters who together are entitled to cast greater than thirty percent (30%) of the total votes of the Condominium shall constitute a quorum.

I. Action by Unit Owners

Except where a higher percentage is required by the express provisions of law or the condominium documents, each Unit shall be entitled to one (1) vote each and the unit owners, when acting at a meeting at which a quorum of the unit owners is present, shall act only by a vote of the Designated Voters who are present in person or by proxy and who together represent greater than fifty percent (50%) of the total votes represented at the meeting.

J. Informal Action by Unit Owners

Any action required or permitted to be taken at any meeting of the unit owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Designated Voters entitled to vote with respect to the subject matter thereof.

K. Order of Business

The order of business at the annual meetings shall be set by the Board of Directors, however, as far as practical at special meetings, the agenda shall be:

- 1) Election of chairman of the meeting;
- 2) Identification of Designated Voters and certifying of proxies;
- 3) Proof of notice of meeting or waiver of notice;
- 4) Reading and disposal of any unapproved minutes;
- 5) Reports of officers;
- 6) Reports of committees;
- 7) Election of inspectors of election;
- 8) Election of Directors;

- 9) Unfinished business;
- 10) New business;
- 11) Adjournment.

ARTICLE III **Board of Directors**

A. Number and Qualification

The management of the Condominium shall be under the exclusive control and direction of a Board of Directors, which shall be composed of three (3), five (5), seven (7), or nine (9) Directors (each sometimes referred to hereinafter individually as a "Director" and collectively, the "Directors"),) as set from time to time by majority vote, at an annual or special meeting, of the total membership of the corporation, as set forth in the Articles of Incorporation; provided, however, that the number of Directors shall not operate to shorten or lengthen the term of any Director.

All Directors shall be unit owners or, if the unit owner is a natural person, the spouse of a unit owner. Units owned by a corporation, partnership, joint venture, or fiduciary may appoint a representative from its employees, officers, members, or fiduciaries, and said representative may serve as a Director. Any Director who ceases to be associated with a unit owner in one of the above-enumerated capacities shall so notify the Secretary of the Association and shall be deemed to have resigned as of the date of such notice.

Any vacancy on the Board of Directors shall be filled by a substitute Director nominated and elected by the remaining Directors and shall serve until the next meeting of unit owners wherein a successor shall be duly elected to fulfill the remaining term of the Director that he/she is replacing. Only one person associated with an individual Unit can serve as a Director at any time. In the event that a Unit is more than thirty (30) days in arrears in the payments of common expenses or assessments or if there are any outstanding violations associated with a Unit, no person associated with such Unit may be elected or serve as a Director, until the arrearage or violation is cured.

B. Powers and Duties

The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Condominium and may do all such acts and things except as by law or pursuant to the provisions of the condominium documents may not be delegated to the Board of Directors by the unit owners. All of the powers and duties of the Association existing under Kentucky law and the condominium documents shall be exercised exclusively by the Board of Directors acting on its own behalf or officers of the Association elected by it, or any managing agent. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- 1) Operation, care, upkeep, and maintenance of the common elements;

- 2) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, operation and maintenance of the common elements;
- 3) Assessment and collection of the common charges from the unit owners;
- 4) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements, including the retention of a managing agent or manager;
- 5) Adoption and amendment of rules, regulations, policies and procedures covering the details of the operation and use of the property subject to or part of the Condominium;
- 6) Opening and approving bank accounts on behalf of the Association and designating the signatories require therefor;
- 7) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners
- 8) Obtaining insurance for the property including, without limitation, any insurance required by the condominium documents;
- 9) Making of repairs, additions, and improvements to or alterations of the property, including after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- 10) Enforcing, with or without assistance from a managing agent or manager, the remedies available against unit owners for violation of the provisions of the condominium documents;
- 11) Controlling the use of all common elements (consistent with the provisions of the condominium documents, including but not limited to provisions concerning the rights of unit owners to which limited common elements are appurtenant);
- 12) Controlling power shutoffs and other interruptions of the normal functioning of the Condominium to facilitate renovation of particular units and of the common elements; provided, however, in such event that the Board will use diligent efforts to minimize the disruption to the unit owners caused thereby;
- 13) Changing the name of the Condominium; and
- 14) Taking all other necessary and proper actions for the prudent management of the Condominium and fulfillment of the terms and provisions of the law and the condominium documents.

C. Managing Agent and Manager

The Board of Directors may employ either or both a managing agent and a manager for the Condominium Project, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these Bylaws other than those which are nondelegable by law, including without limitation those which

require a determination by the Board such as adopting an annual budget; provided, however, that nothing herein shall prohibit the managing agent and/or manager from assisting the Board, at the Board's request, in carrying out such duties. Any management agreement must be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of any such agreement must not exceed one (1) year.

D. Election and Term of Office

The Directors shall be elected at each annual meeting of the unit owners. Except as set forth hereinafter, Directors shall hold office for a term of one (1) year or until their respective successors shall have been duly elected, or until such Director is removed pursuant to section III (E) of these Bylaws; provided, however, that a Director shall be deemed to have resigned whenever such Director, such Director's spouse, or firm, corporation, or other entity with which he or she is associated, conveys the unit which qualified such individual to become a Director or terminates such Director's relationship with that unit owner which qualified such individual to become a Member of the Board of Directors. Except as to vacancies created by removal of Directors by unit owners, vacancies in the Board of Directors occurring between annual meetings of unit owners shall be filled by vote of the majority of the remaining Directors, whether or not such a majority constitutes a legal quorum of the Board of Directors. If such Directors are unable to agree, such vacancy shall be filled by vote of the unit owners at a special meeting called by the President of such purpose promptly after the meeting at which it is finally determined by the remaining Directors that they are unable to agree.

E. Removal of Directors

In accordance with Article VII of the Association's Articles of Incorporation, a director may only be removed from office before his term expires if he fails to perform his duties to the standard set forth in Kentucky Revised Statute 273.215, and all directors not so charged with breaching those standards vote for removal of said director. For the purposes of this section, the directors' duties as set forth in KRS 273.215 shall be deemed to include any duties imposed by the Association's governing documents on any member, officer, or Director of the Association, including without limitation the obligation to timely pay all assessments and to refrain from violating the restrictive covenants. Upon such affirmative vote to remove a Director, the Board shall declare that Director's position vacant, and shall fill such vacancy in accordance with the immediately preceding paragraph.

F. [Reserved.]

G. Regular Meetings of Directors

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the vote of a majority of the Directors, but at least one (1) such meeting shall be held during each quarter of every fiscal year (four (4) total per fiscal year). Notice of regular meetings of the Board of Directors shall be given to each Director by mail, facsimile transmission at least five (5) days prior to the day named for such meeting.

H. Special Meetings of Directors

Special meetings of the Board of Directors may be called by resolution of unit owners representing at least thirty percent (30%) of the total votes of the Condominium, on at least thirty (30) days' prior notice to each Director given by mail or facsimile transmission, which notice shall state the time, place (which shall be within a twenty (20) mile radius of the Condominium Project), and purpose of the meetings. Special meetings of the Board shall be called by the Secretary in like manner and on like notice on the written request of any two (2) Directors.

I. Waiver of Notice

Any Director may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting which properly may be transacted pursuant to the provisions of the condominium documents and applicable law.

J. Voting

Each Director in good standing shall be entitled to cast one (1) vote on all business taken up at meetings of the Board of Directors; provided, however, that any Director with a pecuniary, personal, familial, or business interest in any Board action shall disclose all potentially pertinent details of same to the other Directors prior to any such vote, and shall abstain from voting upon any such matter.

K. Quorum and Decision of Board

Except as may otherwise be provided in these Bylaws, the presence in person of greater than fifty percent (50%) of the Directors shall constitute a quorum at all meetings of the Board of Directors, and at any meeting of the Board of Directors at which a quorum is present, the vote of greater than fifty percent (50%) in number of the Directors present and voting shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, any Director who is present may adjourn the meeting to a later time and place. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

L. Informal Action by Directors

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 of the Members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

M. Presiding Officer at Directors' Meetings

The presiding officer of a Directors' meeting shall be the President of the Association, or, if the President is not in attendance, the Vice President. In the absence of the President or Vice

President, a majority of the Directors present shall designate one of their number to preside. The regular order of business at a meeting of the Board of Directors shall be as follows, provided that the Board may make adjustments as it deems advisable:

1. Call to Order
2. Review/Approve Prior Minutes
3. Old Business from Prior Agenda
4. New Business
5. Owner Participation
6. Executive Session
7. President's Report
8. Treasurer's Report
9. Committee Reports (if any)
10. Ratify Email/Text decisions
11. Summarize all follow up/action items from the meeting
12. Adjournment

N. Fidelity Bonds

The Board of Directors may obtain fidelity bonds for all officers and employees of the Association and its manager or Managing Agent, if any, handling or responsible for funds of the Condominium Project. The premiums on such bonds shall constitute a common expense.

O. Compensation

No Director shall receive any compensation from the Association for acting as such.

P. Liability of the Directors

The Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith. The Association shall indemnify and hold harmless each of the Directors against all liability to others, and all other loss, claim, cost, and expense (including but not limited to reasonable attorney fees), except for any loss, claim, cost, or expense that is due to a Director's reckless, willful, or wanton conduct or due to the Director's bad faith, with the cost and expense of any such indemnity to be a common expense of the Condominium. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

The good faith of the discharge of the duties of members of the Board of Directors shall be determined subject to the provisions of the Kentucky Nonprofit Corporation Acts, as follows:

1) As a Member of the Board of Directors shall discharge his or her duties as an officer or Member of the Board, including his or her duties as a Member of a committee:

- a. In good faith;
- b. On an informed basis; and
- c. In a manner he or she honestly believes to be in the best interest of the Association.

2) Such Member of the Board of Directors shall be considered to discharge his or her duties on an informed basis if he or she makes, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, inquiry into the business and affairs of the Association, or into a particular action to be taken or decision to be made.

3) In discharging his or her duties, such member of the Board of Directors shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- a. One (1) or more officers, employees, or agents of the Association whom the member of the Board of Directors honestly believes to be reliable and competent in the matters presented;
- b. Legal counsel, public accountants, or other persons as to matters the member of the Board of Directors honestly believes are within the person's professional or expert competence; or
- c. A committee of the Board of which he or she is not a member if the member of the Board of Directors honestly believes the committee merits confidence.

4) A member of the Board of Directors of an Association shall not be considered to act in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (3) of this section unwarranted.

5) In addition to any other limitation on such member of the Board of Directors' liability for monetary damages contained in any provision of the Association's Articles of Incorporation adopted in accordance with state law, any action taken as a member of the Board of Directors, or any failure to take any action as a member of the Board of Directors, shall not be the basis for monetary damages or injunctive relief unless:

- a. The member of the Board of Directors has breached or failed to perform the duties of the member's office in compliance with this section; and
- b. In the case of an action for monetary damages, the breach or failure to perform constitutes willful misconduct or wanton or reckless disregard for human rights, safety, or property.

6) A person bringing an action for monetary damages under this section shall have the burden of proving by clear and convincing evidence that provisions of subsection (5)(a) and (b) of this section, and the burden of proving that the breach or failure to perform was the legal cause of the damages suffered.

Every contract made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium shall provide that the Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder, if any, shall be limited to such proportion of the total liability thereunder as such unit owner's interest in the common elements bears to the interest of all unit owners in the common elements.

ARTICLE IV Officers

A. Designation

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by vote of the Board of Directors. The Board of Directors may appoint an assistant Treasurer, an assistant Secretary, and such other officers as in the judgment of the Board of Directors may be necessary or desirable to assist in managing the affairs of the Association. The President and Vice President, but no other officers, shall be required to be Directors.

B. Election of Officers

The officers of the Association shall be elected annually by the Board of Directors after the election of Directors. Officers shall be elected by the incoming Board of Directors each year. Officers shall serve one (1) year terms commencing January 1, or until their replacements are named by the Board the following year, whichever shall come first.

C. Removal of Officers

Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

D. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonstock, nonprofit corporation, including, but not limited to, the power to appoint committee from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall timely file the Association's annual report with the Kentucky Secretary of State or shall cause the managing agent or manager to do so.

E. Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

F. Secretary

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; the Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of a nonstock, nonprofit corporation.

G. Treasurer

The Treasurer shall have the responsibility for collecting the common charges assessed by the Board of Directors, for assisting the Board of Directors in the preparation of the annual budget and the calculation of the common charges, for investing Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable property in the name of the Board of Directors, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of Treasurer of a nonstock, nonprofit corporation, including, but not limited to, (1) insuring that a book of detailed accounts of receipts and expenditures affecting the Condominium, and (2) when so directed following an affirmative vote of the Board of Directors, arranging for a compilation, review, or audit of said books at by a qualified accountant.

H. Agreements, Contracts, Deeds, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association, at least one (1) of whom shall be a Member of the Board of Directors, or by such other person or persons as may be designated by the Board of Directors.

I. Compensation of Officers

Officers shall not receive any compensation for serving as an officer of the Association.

ARTICLE V

Fiscal Management of the Property

A. Determination of Common Expenses and Fixing of Common Charges

The Board of Directors shall from time to time, and at least once each fiscal year, (i) determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, (ii) allocate and assess such common charges among the unit

owners in the same proportion as their respective ownership of the common elements and (iii) if, in the discretion of the Board, it is deemed advisable, prepare a proposed budget for the Condominium.

The common charges shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors, and the fees and disbursements of any insurance trustee. The common expenses shall also include such amounts as the Board of Directors deems proper for the operation and maintenance of the property, including, without limitation, for payment of accounting, legal, architectural, or other professional or service fees; an amount for working capital of the Association; for general operating reserve; for a reserve fund for replacements; for a reserve fund for capital expenditures; and to make up any deficit in the common expenses for any prior fiscal year. The Board of Directors shall advise all unit owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid and shall furnish to any unit owner who requests the same, in writing, copies of each budget on which such common charges are based. A copy of the annual budget also shall be sent to any first mortgagee of record of a unit promptly upon written request from such mortgagee.

B. Utilities

1) Each unit owner shall pay all charges for any separately metered utility service promptly after the bills for the same shall have been rendered. The Board shall cause to be paid, as a common expense, all utilities metered to the common elements. The Board shall have the authority to install sub-meters as required to provide individual utility charges to each unit. Unit owners shall be responsible for the payment of any such charges.

2) Air-conditioning system expenses for each unit, including maintenance, repair and replacement, and electric utility expense shall be borne by each unit owner as to all units owned by such unit owner. The Board of Directors shall pay, as common expense, any air-conditioning expenses, including maintenance, for the common elements. The approval in writing of the Board of Directors shall be required to permit a unit owner to install a separate air-conditioning unit in any Unit and in the event such separate air-conditioning unit is privately installed by a unit owner, such unit owner may be required by the Board of Directors to pay the expense of separately metering such air-conditioning unit, and all other charges in connection therewith shall be borne exclusively by the unit owner.

3) Intercom and security system expenses for each unit, including maintenance, repair and replacement shall be borne by each unit owner as to all units owned by such unit owner.

C. Accounts

The receipt and expenditures of the Association shall be credited and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

1) "Current Expenses", which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds not to exceed twenty percent (20%) of the total Current Expenses, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each

year, if any, shall be applied to reduce the assessments for current expenses for the succeeding year.

2) “Reserve for deferred maintenance”, which shall include funds for maintenance items that occur less frequently than annually.

3) “Reserve for capital expenditures”, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

The budget for each fiscal year shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing account and reserves according to good accounting practices as follows:

- 1) “Current expenses”.
- 2) “Reserve for deferred maintenance”.
- 3) “Reserve for capital expenditures”.

D. Annual Assessments and Special Assessments

Assessments against the unit owners for their shares of the items of the budget shall be made for each calendar year at least thirty (30) days preceding the beginning of such calendar year. Such assessments shall be due in twelve (12) equal payments on the first day of each month of said calendar year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installations on such assessments shall be due upon each installment payment date until changed by an amended assessment. Should the annual assessment prove to be insufficient to meet either current expenses or the cost of deferred maintenance or capital expenditures, the budget and assessments may be amended at any time by the Board of Directors. The first payment of a monthly installment by a unit owner shall be due on the date of delivery of his deed, and shall be equal to that proportion of the installment payment for the month in which delivery of his deed occurs as the period between the date of delivery of his deed and the last day of the month bears to thirty (30). The next payment of a monthly installment shall be due on the first monthly installment payment date after falling after the date of delivery of his deed.

E. Acceleration of Assessment Installments Upon Default

If payment by a unit owner of any monthly installment of an annual assessment is more than fifteen (15) days past due, the same shall be a default, and thereupon the Board of Directors may accelerate the remaining installments of the annual assessment (and each annual assessment thereafter upon final determination by the Board of Directors thereof, if at or prior to the time of such determination the unit owner shall not have cured the default by voluntary payment of all past due assessments) upon notice to the unit owner, and thereupon the unpaid balance of the then current annual assessment shall become due upon the date stated in the notice, but not less than ten (10) days after personal delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to such unit owner, whichever shall first occur.

All assessments shall bear interest at the rate of twelve percent (12%) per annum from the date such assessment is due; provided, however, that in the event of such assessment is paid on or before ten (10) days after the date such assessment shall be due, interest on such assessment shall be abated.

F. Depository

The Depository of the Association shall be such federally insured bank or banks or federally insured savings and loan associations as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be deposited by checks or other withdrawal orders signed by such persons as are authorized by the Board of Directors.

G. Financial Report

The Association shall keep financial records sufficiently detailed to enable the Association to comply with applicable Kentucky law and, except for the statement of cash receipts and disbursements which shall be kept on a cash basis, all financial statements shall be prepared in accordance with generally accepted accounting principles. All financial records shall be made reasonably available for examination by any unit owner and his or her authorized agents, subject to the provisions of these Bylaws.

Not later than one hundred fifty (150) days after the end of the calendar year, the Board may cause to be prepared by an independent accountant or certified public accountant a financial report for the preceding calendar year. No later than thirty (30) days after the financial report is prepared and received by the Board, the Board shall make it available for examination by any unit owner and, upon request and payment of reasonable fee, shall provide a unit owner with a copy of the financial report.

The type of financial report the Association may have prepared under this section shall be determined as follows:

1) If the Association, for the preceding calendar year, has total annual revenues of less than one hundred thousand dollars (\$100,000.00), the Association shall have prepared a financial statement of cash receipts and disbursements that disclose all sources of income and expenses by account and classification;

2) If the Association, for the preceding calendar year, has total annual revenues of at least one hundred thousand dollars (\$100,000.00) but less than two hundred fifty thousand dollars (\$250,000.00) the Association shall have prepared a financial report under the standards of a compilation by a certified public accountant;

3) If the Association, for the preceding calendar year, has total annual revenues of at least two hundred fifty thousand dollars (\$250,000.00) but less than five hundred thousand dollars (\$500,000.00) the Association shall have prepared a financial report under the standards of a review by a certified public accountant; and

4) If the Association, for the preceding calendar year, has total annual revenues of five hundred thousand dollars (\$500,000.00) or greater the Association shall have prepared a financial report under the standards of an audit by a certified public accountant.

The Board, in its sole discretion, may elect to have the financial report required by this subsection prepared in accordance with a higher standard of care than required for the Association's annual revenue level.

ARTICLE VI Mortgages

A. Notice of Unpaid Common Charges

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall report any then unpaid common charges due from, or any other default within the actual knowledge of the Board of Directors by, the unit owner of the mortgaged unit.

B. Examination of Books

Each mortgagee of a unit shall be permitted to examine the financial books of account of the Association at reasonable times on business days, and at the office or location where such financial books of account are regularly kept, but not more often than once a month.

ARTICLE VII Miscellaneous

A. Notices

All notices required to be given to the Board of Directors pursuant to any provision of any of the condominium documents shall be sent by registered or certified mail, return receipt requested, to the Board of Directors in care of the manager or managing agent, or to such other addresses (including an email address) as the Board of Directors may hereafter designate from time to time, by notice in writing to all unit owners in accordance with this section. All notices required under the provisions of any of the condominium documents to be given to any unit owners shall be in writing and personally delivered or sent by mail to any unit owned by the unit owner at the Condominium, or to such other address as may have been designated by such unit owner to the Board of Directors from time to time by notice given to the Board of Directors in accordance with this section. All notices sent by mail shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

B. Severability

The invalidity of any provision of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of any other provision of these Bylaws.

C. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

D. Gender: Number

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

E. Waiver

No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

F. Conflicts

These Bylaws are intended to comply with the requirements of Kentucky law, the Articles of Incorporation, and the Master Deed. In case any of these Bylaws conflict with the provisions of said law, Articles of Incorporation, or of the Master Deed, the non-waivable provisions of said law, Articles of Incorporation, or the Master Deed, as the case may be, shall control in that order.

G. Committees

The Board of Directors may, from time to time, create one or more committees as permitted under the Kentucky Nonprofit Corporation Acts.

H. Enforcement

The Board shall have all rights, authority and powers allowed or permitted by law to enforce the law, the Articles of Incorporation, the Master Deed, these Bylaws, and any other condominium documents adopted from time to time by the Board:

(a) Enforcement. The Board shall have the power to impose fines or other sanctions upon any unit owner, lessee, occupant or user of any unit or the Condominium, the tenant, guest, licensee, invitee, agent and servant of them, and any person or persons that shall be permitted to use the Condominium, and to suspend a unit owner's right to serve as a Director, to vote or to use any common elements or amenities or any Association property or equipment for the violation of any duty imposed under the condominium documents; provided, however, nothing herein shall authorize the Association or the Board limit ingress and/or egress to or from any unit. The Board shall give notice of such fine, sanction or enforcement to the person or entity subject thereto by mailing notice of same to the address of the unit owner as it appears on the books of the Association, and, in addition, if to a non-owner, to the last known address of such non-owner.

In the event that a fine is imposed by the Board as set forth herein, the fine may be assessed against the occupant, the unit owner owning said unit(s), or both (jointly and severally) the occupant and the unit owner owning such unit(s), in the Board's discretion; provided, however, if a fine is first assessed against an occupant and is not paid within the time period set by the Board, the unit owner shall pay the fine upon notice from the Association within the time period set by the Board. The failure of the Board to enforce any provision of the condominium documents shall not be deemed a waiver of the right of

the Board to do so thereafter.

If a fine assessed hereunder is not paid when due, the occupant and/or unit owner so fined shall incur a late fee, finance charge or interest as set by the Board, and shall be deemed delinquent without further notice or demand. As set forth herein, any fine and assessed late fee, finance charge or interest, as well as all costs and expenses incurred, shall constitute a continuing lien on the unit.

(i) Notice. Prior to imposition of any sanction hereunder against a unit owner, except the suspension of voting rights for nonpayment of any assessments, the assessment of any late fee, finance charge or interest for the nonpayment of assessments, and/or fines for a violation of the condominium documents, the Board shall serve said unit owner with written notice at the unit owner's address as it appears on the books of the Association. Such notice shall describe (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than ten (10) days to cure the alleged violation or present a written request to the Board for a hearing; and (d) a statement that the proposed fine, sanction and/or enforcement mechanism provided for herein shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If the violation is not cured in the time allotted or if a challenge is not made within ten (10) days, the action stated in the notice shall be imposed.

(ii) Hearing. If a hearing is requested by the violating unit owner in a timely manner, the hearing shall be held in executive session by the Board affording the owner a reasonable opportunity to be heard. Prior to the effectiveness of any fine, sanction and/or enforcement mechanism provided for herein, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(iii) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the condominium documents, by self-help (specifically including without limitation entering into said unit to remedy an uncured violation following notice provided for herein), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth herein.

In any such action, to the maximum extent permissible, the unit owner who owned the unit at the time of the violation of which abatement was or is sought shall be liable for all costs and expenses incurred in engaging in such self-help and/or remedying said violation, including without limitation administrative fees, costs and expenses of such self-help which shall be considered a fine hereunder,

and late fees, finance charges and/or interest, and attorneys' and professionals' fees incurred in pursuing in any rights or remedies available under the law or condominium documents, and said amounts shall constitute a continuing lien on the lot or unit as stated herein.

(b) Liens. All assessments, fines, late fees, finance charges, interest, and administrative fees, as provided for herein, as well as the costs and expenses incurred in collecting said amounts and/or in enforcing a violation of the law or the condominium documents, including without limitation attorneys' and professionals' fees, shall be the personal obligation of the unit owner who owned the lot in question at the time such amounts were incurred and/or at the time of such violation. Said owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except to the extent the lien securing same may have been extinguished by judicial proceedings.

The assessments, fines, late fees, finance charges, accrued interest, and administrative fees, as provided for herein, as well as the costs and expenses incurred in collecting said amounts and/or in enforcing a violation of the law or the condominium documents, including without limitation attorneys' and professionals' fees, shall be secured by a continuing lien on such lot in favor of the Association, which lien shall not be diminished, terminated or satisfied in any way by a sale, transfer, subdivision, abandonment, and/or consolidation of the unit. Such lien shall be prior and superior to all other liens and encumbrances upon said lot, except as set forth in law or the condominium documents.

Any lien incurred as set forth herein may be enforced by suit, judgment, and foreclosure on behalf of the Association upon majority vote of the Board. The Association, acting on behalf of the Council, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey same. During the period of time which a unit is owned by the Association following foreclosure:

- (i) No right to vote shall be exercised on its behalf;
- (ii) No assessments or fines shall be levied on it; and
- (iv) Each other unit shall be charged, in addition to its usual assessments, its equal pro-rata share of the assessments that would have been charged such lot had it not been acquired by the Association as a result of foreclosure.

All payments received by the Association with respect to the continuing lien created hereunder for assessments and any fines, together with all late fees, interest, costs and expenses incurred, including without limitation attorneys' fees, professionals' fees, filing fees, and penalties, in collecting said amounts and/or in enforcing a violation of the law or the condominium documents, including without limitation attorneys' and professionals' fees, shall be applied first to expenses and costs incurred, including without

limitation, attorneys' and professionals' fees, then to late fees, finance charges and accrued interest, then to administrative charges, and then to delinquent assessments and/or delinquent fines, in order of coming due.

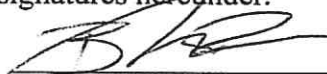
I. Books and Records

Unit owners may inspect the financial records and minutes of the Association for any proper purpose. Such financial records and minutes may be inspected by any unit owner, or the unit owner's agent or attorney, during reasonable business hours and with reasonable frequency (meaning not more than once per calendar month). The unit owner may obtain copies of such documents upon payment of twenty-five cents (\$0.25) per page. The Association shall have no obligation to make copies, conduct research, create documents or records, or compile documents or records, nor to make electronic copies of documents or records. The Association may, but is not required to, allow unit owners to inspect certain other records of the Association which the Association deems appropriate; provided, however, that permission to inspect such other records shall not be a waiver of the Association's right to later deny access to or inspection of same.

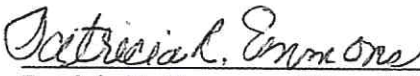
ARTICLE VIII
Amendments to Bylaws

The Bylaws may be modified, amended, or repealed by the majority vote of the Board of Directors at a meeting or by unanimous resolution of Board of Directors; provided, however, that the Bylaws may not be amended in any way that reduces, amends, or limits the rights of the Declarant, unless the Declarant gives its express written consent.


The foregoing Bylaws were adopted as the Bylaws of the Association by unanimous consent of the Board of Directors this 12th day of October, 2021, as evidenced by their signatures hereunder.




Bill Cross, President and Director



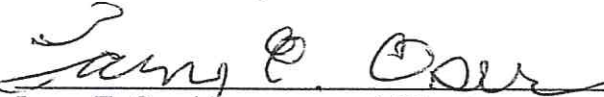
Patricia R. Emmons, VP and Director



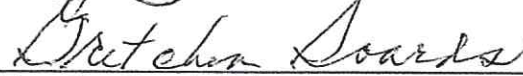
M. Carol Guerdan, Secretary and Director



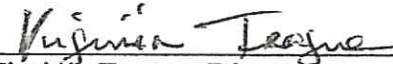
John Luxmore, Director



Larry E. Oser, Treasurer and Director



Gretchen Soards, Director



Virginia Teague, Director