

BY-LAWS of
DOUGLASS HILLS
CONDOMINIUMS ASSOCIATION

ARTICLE I

General Provisions

1.1 Identification. These are the By-laws of the Douglass Hills Condominiums, hereinafter called the "Association."

1.2 Definitions. Except as otherwise defined herein, or unless the context clearly demands otherwise, the following terms shall have the respective meanings given such terms in the Kentucky Horizontal Property Law, KRS 381.805 to 381.910, as amended (hereinafter called "the Act"): Unit, Condominium, Condominium Project, General Common Elements, Limited Common Elements, and Association.

1.3 Purposes of Association. The Association has been organized and these By-laws have been adopted by the Board of Directors of the Association pursuant to the Act for the purpose of administering a condominium project in Jefferson County, Kentucky, known as Douglass Hills Condominiums (hereinafter sometimes called "the project.")

1.4 Office. The office of the Association shall be located at _____ or such other office as the Board of Directors may determine from time to time.

1.5 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.6 Member's Qualifications. The members of the Association shall consist of all of the record owners of units in Douglass Hills Condominiums. Any person, on becoming a record owner of a unit shall automatically become a member of the Association and be subject to these By-laws, and such membership shall terminate without any formal action by the Association when such person ceases to be a record owner of a unit, 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 others may have against such former owner arising out of or connected with his membership.

ARTICLE 2

Members' Meetings

2.1 Annual Meetings. The annual meeting of the membership shall be held at the office of the Association, or such other place designated by the Board of Directors, at _____ Eastern Standard Time on the _____ of each year for the purpose of

electing directors and transacting any and all other business authorized to be transacted by the members; provided, however, if that day is a legal holiday or a Sunday, the meeting shall be held at the same hour on the next normal business day that is not a holiday.

2.2 Special Meetings. Special meetings of the membership shall be held whenever called by the President or the Board of Directors. A special meeting must be called upon receipt of a written request of members entitled to cast one-third or more of the votes of the entire membership.

2.3 Notice of All Meetings. Notice of all meetings stating the time and place and purpose for which the meeting is called shall be given by the President, Vice President or Secretary. Such notice shall be given in writing to each member at such member's address as it appears in the books of the Association and shall be personally delivered or mailed not less than ten days nor more than 60 days prior to the date of the meeting. Any member may waive notice of any and all meetings in writing before or after such meetings, and such waiver shall be deemed equivalent to the giving of notice. If a manager or managing agent is employed by the Board of Directors pursuant to Section 4.9 hereof, such manager or managing agent shall receive notice of all meetings in the same manner as members and shall be entitled to attend such meetings or to designate a representative to attend such meetings on his or its behalf.

2.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Master Deed of Douglass Hills Condominiums, (hereinafter called the "Master Deed") or by these By-laws.

2.5 Voting Rights. Voting shall be on a percentage basis, and the percentage of the total vote to which each unit is entitled shall be the percentage of common interests assigned to such unit in the Master Deed. Votes may be cast in person or by proxy by the respective unit owners as shown in the record of ownership of the Council. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Council the percentage of vote for any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Council's record of ownership, provided that he shall first present evidences satisfactory to the Secretary that he owns or controls such unit in such capacity.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who

are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) ~~Election of chairman of the meeting;~~
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees; — *list of improvement*
- (g) ~~Election of inspectors of election.~~
- (h) ~~Election of directors;~~ — *Sydney Mulloy*
- (i) Unfinished business;
- (j) New business; → *Concerns*
- (k) Adjournment.

2.9 Proviso. Every provision contained in this Article 2 shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section 3.16 hereof is held, the affairs of the Association shall be conducted solely and entirely by the Board of Directors, and the proceedings of meetings of members of the Association, if any such meetings are held, shall have no effect.

ARTICLE 3

Board of Directors

3.1 Management of Affairs. The affairs of the Association shall be managed by a Board of three (3), five (5) or seven (7) directors, the exact number to be determined by vote of a majority of the membership at each annual meeting of the Association; provided, however, that any increase or decrease in the number of directors shall not become effective until the next annual meeting of the Association after such increase or decrease is voted. Except as provided in Section 3.16 hereof, each director shall be a unit owner or the spouse of a unit owner, or shall be a member of a partnership or officer or director of a corporation or trustee or beneficiary of a trust which is a unit owner.

3.2 Election of Directors. Except as provided in Section 3.16 hereof, the election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the meeting at which directors are to be elected. The committee shall nominate one person for each director then serving. Additional nominations may be made from the floor at the meeting.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by vote of a majority of the remaining directors, whether or not such a majority constitutes a legal quorum of such Board. If such directors are unable to agree, such vacancy shall be filled by vote of a majority of the membership at the same meeting.

3.3 Removal of Directors. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by vote of a majority of the membership at the same meeting.

3.4 Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualifies, or until he is removed in the manner provided in Section 3.3 hereof.

3.5 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.6 Regular Meetings of Directors. The regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by vote of a majority of the directors. Notice of regular meetings shall be given to each director by the Chairman of the Board if such an officer has been elected, or by the President, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. If a manager or managing agent is employed by the Board of Directors pursuant to Section 4.9 hereof, such manager or managing agent shall receive notice of all meetings in the same manner as directors and shall be entitled to attend such meetings or to designate a representative to attend such meetings on his or its behalf.

3.7 Special Meetings of Directors. Special meetings of the directors may be called by the Chairman of the Board if such an officer has been elected, or by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given to each director by the Chairman of the Board if such an officer has been elected, or by the President, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.8 Waiver of Notice of Directors' Meetings. Any director may waive notice of a meeting in writing before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.9 Quorum of Directors. A quorum at a directors' meeting shall consist of a majority of the directors then in office. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Master Deed or by these By-laws.

3.10 Adjourned Meetings of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 Joinder In Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.12 Presiding Officer at Directors' Meetings. The presiding officer of a directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, a majority of the directors present shall designate one of their number to preside.

3.13 Order of Business at Directors' Meetings. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;

(g) New business;

(h) Adjournment.

3.14 Directors' Fees. Directors' fees, if any, shall be determined by the members; provided, however, that this provision shall neither preclude the Board of Directors from employing a director at a compensation established by the Board as an employee of the Association nor preclude the contracting with a director at a compensation established by the Board of Directors for the management of the project pursuant to Section 4.9 hereof.

3.15 Liability of Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the project. The liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the project shall provide that the members of the Board of 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 shall be limited thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements.

3.16 Proviso. Every provision contained in this Article 3 shall be subject to the following proviso: Within 30 days after the Developer has sold 90% of the Units or elects to surrender governing power of the regime to the Unit owners or _____ years after the Developer shall call a special meeting of the membership for the purpose of electing the Initial Board of Directors and transacting any and all other business authorized to be transacted by the members.

ARTICLE 4

Powers and Duties of the Board of Directors

4.1 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Master Deed and these By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

4.2 Assessments. The Board shall make and collect assessments against members to defray the costs and expenses of the project in the manner provided by the Master Deed.

4.3 Disbursements. The Board shall use the proceeds of assessments in the exercise of its powers and duties in the manner provided by the Master Deed.

4.4 Maintenance. The Board shall maintain, repair, replace and operate the project in the manner provided by the Master Deed.

4.5 Insurance. The Board shall purchase insurance upon the project and insurance for the protection of the Association and its members in the manner provided by the Master Deed.

4.6 Reconstruction and Improvements. The Board shall reconstruct improvements after casualty and further improve the project in the manner provided by the Master Deed.

4.7 Rules and Regulations. The Board shall make and amend reasonable rules and regulations respecting the use of the project in the manner provided by the Master Deed. Rules and regulations of the Association, until amended, shall be as set forth in the Master Deed and in the Schedule attached hereto.

4.8 Management Contract. The Board may employ for the project a managing agent and/or manager at a compensation established by the Board and may delegate to such managing agent and/or manager all powers and duties of the Board and the Association except such as are specifically required by the Master Deed or these By-laws to have approval of the Board or the membership of the Association or the owners within a particular building or unit.

4.9 Enforcement. The Board shall enforce by legal means the provisions of the Act, the Master Deed, the By-laws and the rules and regulations for the use of the project.

ARTICLE 5

Officers

5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a director, one or more Vice Presidents, who shall be directors, a Treasurer and a Secretary all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. The Board of Directors shall have the power to elect an Assistant Secretary who shall perform the duties of the Secretary when the Secretary is absent.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of a nonstock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 Vice President. The Vice President, or the Senior Vice President if there be more than one Vice President, in the absence or disability of the President shall exercise such other powers and perform such other duties as shall be prescribed by the directors. If the Board of Directors shall elect more than one Vice President, the Board shall designate the order of seniority of such Vice Presidents.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, including a "Book of Account" as required by and defined in KRS 381.865; and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. The compensation, if any, of all officers and employees of the Association shall be fixed by the directors; provided that the Board of Directors may delegate authority to fix the compensation of employees to the executive officers.

ARTICLE 6

Fiscal Management

6.1 Fiscal Management. The provisions for fiscal management of the Association set forth in the Master Deed shall be supplemented by the following provisions:

6.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "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, 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.

(b) "Reserve for deferred maintenance," which shall include funds for maintenance items that occur less frequently than annually.

(c) "Reserve for replacement," 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.

6.3 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) "Current expenses," the amount of which shall not exceed by 15% the amount budgeted for this account for the prior year.

(b) "Reserve for deferred maintenance," the amount of which shall not exceed 10% of the amount budgeted for this account for the prior year.

(c) "Reserve for replacement," the amount for which shall not exceed 10% of the amount budgeted for this account for the prior year.

The amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association.

Copies of the budget and proposed assessments shall be transmitted by the Board of Directors to each member at least 30 days preceding the fiscal year for which said budget has been made, and if the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

6.4 Assessments and Special Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for each fiscal year at least 30 days preceding the beginning of such fiscal year. Such assessment shall be due in twelve equal payments on the first day of each month of the said fiscal 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 installments 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 if the accounts of the amended budget do not exceed the limitations for that year. If any account would exceed such limitation upon amendment of the budget to meet such increased current expenses or deferred maintenance or capital expenditures, the budget shall not be amended except upon approval

of the membership of the Association as required by Section 6.3 hereof of such amendments to the budget and of a special assessment to meet such increases. The unpaid assessment for the remaining portion of the calendar year during which the special assessment is made shall be due upon the dates on which the regular assessment is due, and the special assessment shall be paid in equal payments on the payment dates of the annual assessment during the remainder of that calendar year. The first payment of an installment by a unit owner shall be due on the first monthly installment payment date falling after the delivery to him of the deed to his unit, and shall include the amount of the installment payment otherwise due on that date plus an additional amount equal to that proportion of the installment payment for the preceding month as the period between the date of delivery of his deed and the date of payment bears to the preceding month.

6.5 Reserve Assessments. The Board of Directors shall have the power to require a purchaser of a unit, at or prior to delivery of the deed to his unit, to make to the Board a reserve payment in an amount equal to two monthly installment payments that have been assessed by the Board against the unit at the time the purchaser enters into an agreement to purchase the unit. All such reserve payments shall be held by the Board in a separate account, and the amount of the reserve payments made by any unit owner shall be applied by the Board in the manner provided by Section 6.6 hereof against the amounts due from the unit owner in the event the unit owner shall be in default in the payment of any assessment due under this Section 6. The interest, if any, earned on such reserve payments by the Board shall be credited to an account under the classification of "Current Expenses" and shall be applied as provided by Section 6.2(a) hereof. Any amount paid by a unit owner as a reserve payment that is not used as provided herein shall be returned to the unit owner when he sells his unit and ceases to be a member of the Association, or at such time prior to then as the Board deems advisable.

6.6 Acceleration of Assessment Installments upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten days after delivery of the notice to the unit owner or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. At the time the unpaid balance becomes due, the Board shall apply against such balance the amount of any reserve payment made by the unit owner under Section 6.5 hereof, and if any unpaid balance remains thereafter the Board shall take such other steps authorized herein or in the Master Deed.

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

6.8 Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than May 1 of the year following the year for which the audit is made.

6.9 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than \$10,000. The premiums of such bonds shall be paid by the Association.

6.10 Proviso. Every provision contained in this Article 6 shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section 3.16 hereof is held, the Initial Board of Directors shall be solely and entirely responsible for the fiscal affairs of the Association, and may prepare a budget in such form and manner as it deems advisable; may omit from such budget allowances for contingencies and reserves; shall transmit copies of such budget and the proposed assessments to members only if it deems it advisable to do so; may make assessments against the unit owners in such amount as the Board deems advisable without regard to any budget that may have been adopted by the Board or the percentages of ownership of the unit owners; may amend such assessments at any time it deems advisable; and shall furnish copies of the annual audit report to members only if it deems it advisable to do so.

ARTICLE 7

Parliamentary Rules

7.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Master Deed or these By-laws.

ARTICLE 8

Amendments

8.1 These By-laws may be altered, amended or repealed in the following manner:

(a) Notice of Amendment to By-laws. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Approval. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or by at least 80% of the votes of the entire membership of the Association. Until the election of directors at a special meeting of the membership required by Section 3.16 hereof, all directors must approve any amendment.

(c) Prohibitions. No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, nor change the voting rights of members, unless the record owner of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment.

(d) Repeal. The repeal of these By-laws in their entirety and their replacement by new By-laws shall be accomplished in the same manner as provided by this Section 8 for the amendment of these By-laws.

ARTICLE 9

Dissolution

9.1 Vote by Membership. The Association may dissolve and wind up its affairs at any time upon the appropriate action by the Board of Directors and the members in the manner provided in Chapter 273 of the Kentucky Revised Statutes, as amended.

9.2 Termination of Condominium Plan of Ownership. Notwithstanding Section 9.1 hereof and the provisions of Chapter 273 of the Kentucky Revised Statutes, as amended, the Board of Directors shall dissolve and wind up the affairs of the Association in the event the condominium plan of ownership as to the entire project is terminated in the manner provided in the Master Deed, and the members shall have no vote thereon.

9.3 Distribution of Assets. In the event the Association is dissolved for any reason, the assets of the Association shall be distributed in the manner provided in Chapter 273 of the Kentucky Revised Statutes, as amended, and any assets remaining after such distribution shall be distributed to the members in the same proportion as their percentage of ownership in the common elements of the project at the time of dissolution of the Association.

ARTICLE 10

Miscellaneous

10.1 Invalidity. The Invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-laws.

10.2 Waiver. No restriction, condition, obligation or provision contained in these By-laws 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.

10.3 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 By-laws or the intent of any provision hereof.

10.4 Gender. The use of the masculine gender in these By-laws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.5 Notices. Except as otherwise required herein, all notices to the Association and the Board of Directors shall be delivered personally or sent by registered or certified mail in care of the manager or managing agent if one has been named or, if not, to the office of the Board of Directors may hereafter designate from time to time; all notices to any unit owner shall be delivered personally or sent by registered or certified mail to the unit or to such other address as may have been designated by him in writing from time to time to the Board of Directors; and all notices to mortgagees of units shall be delivered personally or sent by registered or certified mail to their respective addresses as designated by them in writing from time to time to the Board of Directors. All notices sent by mail shall be deemed to have been given when mailed.

The foregoing By-laws and the attached Rules and Regulations were adopted as the By-laws and Rules and Regulations of Douglass Hills Condominiums, at the first meeting of the Board of Directors on _____.

Secretary

Approved:

President