

AMENDED AND RESTATED BYLAWS
OF
THE GARDENS OF EASTERN PARKWAY OWNERS' ASSOCIATION, INC.

The Gardens of Eastern Parkway Owners' Association, Inc. is a Kentucky non-stock non-profit corporation incorporated on or about January 18, 1989. It was created in conjunction with the Master Deed which created the condominium property. The "Master Deed and Declaration of Condominium Property Regime for the Gardens of Eastern Parkway, a Condominium" (hereafter "Master Deed") is a comprehensive document which applies to all the condominium units. It is recorded in Deed Book 5942, Page 103 in the office of the Clerk of Jefferson County, Kentucky. These Bylaws, like the Master Deed, apply to all present and future owners, tenants and occupants or users of any of the units or condominium property. While the Master Deed has been amended nine times to reflect the evolving development of the property, this is the first amendment to and restatement of the Bylaws. While the Master Deed defines "Regime" as the plan of development of the Gardens of Eastern Parkway and defines "Property" as all the land, buildings, uses and easements of the Gardens of Eastern Parkway, for ease of reference in these Bylaws, both terms will be subsumed in the term "the Gardens." These Bylaws are also the Bylaws of the Council of Unit Owners. For the sake of brevity within this document, the use of masculine pronouns shall include the feminine pronouns.

ARTICLE I. COUNCIL OF CO-OWNERS.

- 1.1 **MEMBERSHIP.** The owners of the units of The Gardens are, by virtue of ownership, members of both The Gardens of Eastern Parkway Owners' Association, Inc. and the Council of Co-Owners (hereafter "the Council"). The owner of a unit becomes a member of The Council automatically upon acquiring title and remains a member until his/her ownership ceases for any reason.
- 1.2 **PLACE OF MEETINGS.** Council Meetings shall be held in a convenient place within The Gardens or at such other suitable place designated by the Board of Administration (hereafter "Board")
- 1.3 **ANNUAL MEETING.** The Annual Meeting of the Council shall be held on a Saturday during the month of October. The specific time and place will be set by the Board. A member unable to attend the Annual Meeting, shall give his/her proxy to another member who will attend and will tell the Secretary the identity of the proxy holder. A unit owner who wishes to be a candidate for the Board shall notify the President on or before the first day of September. Board nominations may also be accepted from the floor at the Annual meeting.

- 1.4 **SPECIAL MEETINGS.** Special meetings of the Council may be called by the President of the Board, or by a majority of the Board, or by a petition signed by 25% of the unit owners and presented to the Secretary of the Board.
- 1.5 **NOTICE OF MEETINGS.** The Board shall give written notice of annual and special meetings to every unit owner according to the council's record of ownership at least five days before the date set for such meeting. The notice shall state whether it is an annual or a special meeting, the authority for calling the meeting, the place, day and hour such a meeting. Notice shall be made to the unit owner by delivering it personally, by leaving it at the owner's unit, or by mailing it to the unit owner's address as it appears on the council's record of ownership. If notice is given pursuant to this section, the failure of any unit owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken at the meeting. The presence of a unit owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner.
- 1.6 **QUORUM.** A quorum is required for actions taken by the Council. Fifty one percent of the unit owners, in person or by proxy, shall constitute a quorum.
- 1.7 **VOTING.** Each unit owner (as defined in section 1.6 of the Master Deed) shall be entitled to one vote. 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(if a successor to right of a unit owner) may vote in person or by proxy at any meeting of the Council 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 evidence satisfactory to the Secretary that he owns or controls such unit in such capacity.
- 1.8 **PROXIES AND PLEDGES.** A unit owner who is unable to attend a meeting may sign a written proxy authorizing another unit owner to attend and vote in his/her stead. To be valid, the proxy must be signed by the unit owner designating the proxy and be filed with the Secretary. Unless otherwise stated in the written proxy, it shall continue to be effective until revoked in a writing filed with the Secretary or until the death or incapacity of the unit owner. Any voting rights transferred or pledged by mortgage, deed of trust or agreement of sale or lease shall be exercised only by the person designated in such instrument. A copy of such instrument must be filed with the Secretary or managing agent prior to the exercise of such transferred voting rights. Such designee will be recognized until a written release or other termination is filed with the Secretary of managing agent.
- 1.9 **ADJOURNMENT.** Any meeting of the council may be adjourned from time to time to such place and time as may be determined by majority vote of the unit owners present, whether or not a quorum is present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum

is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE 2. BOARD OF ADMINISTRATION

2.1 NUMBER AND QUALIFICATIONS. The affairs of the Council and the Gardens shall be governed by a board of administration ("Board") composed of not less than three nor more than seven persons, each of whom must be a unit owner. The number of board members shall be set by the unit owners at the meeting of unit owners at which the board is elected. The board shall be elected by the unit owners. The board members shall serve without compensation unless otherwise authorized by the Council.

2.2 POWERS. The Board shall have all powers necessary for the administration of the affairs of the Council and the Gardens and may do all such acts and things therefor as are not by law, the Master Deed, or these Bylaws directed to be exercised or done only by the Council. The Board shall have such other powers as are granted to it in the Master Deed.

2.3 ELECTION AND TERM. The election of Board members shall be by voting by secret ballot at each annual meeting and any special meeting called for the purpose. Board members shall hold office for a period of one year or until their respective successors have been elected, subject to removal as here in provided.

2.4 VACANCIES. Vacancies in the Board caused by any reason other than removal of a board member by the Council shall be filled by vote of a majority of the remaining Board members, even though they may constitute less than a quorum, and each person so elected shall be a board member until his successor is elected at the next meeting of council. Death, incapacity or resignation of any Board member, or his continuous absence from the state of Kentucky for more than six months shall cause his office to become vacant.

2.5 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 or without cause by vote of 2/3 of the unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at such meeting.

2.6 ANNUAL MEETING. An organizational meeting of the Board shall be held at the place of and immediately following each annual meeting of the Council and no notice shall be necessary to any Board members in order validly to constitute such a meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the council for the ensuing year.

2.7 REGULAR MEETINGS. Regular meetings of the Board 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 during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail or telephone or email or text at least one day prior to the date of such meeting.

2.8 SPECIAL MEETINGS. Special meetings of the Board may be called by the President on at least 8 hours' notice to each Board member. The notice may be given personally or by telephone, email, or text. The notice shall state the time, place, and purpose of the meeting. Special Board meetings shall also be called by the President or Secretary with like notice on the written request of at least two Board members. In the event of an emergency, a Board meeting may be called without advance notice.

2.9 WAIVER OF NOTICE. Before or at any Board meeting, any Board member may in writing waive notice of such meeting. Such waiver will constitute notice. Attendance by a Board member at any meeting of the Board waives advance notice to such member. If all Board members are present at any Board meeting, advance notice is waived, and any business may be transacted.

2.10 QUORUM OF BOARD. A majority of the total number of members constitutes a quorum for transaction of business. If a quorum is present, the acts of the majority of the members present shall be acts of the Board. If less than a quorum is present at a Board meeting, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.11 FIDELITY BONDS. The Board may require that all officers, employees, and agents of the Board or Council handling or responsible for its funds shall furnish adequate fidelity bonds. The bond premiums shall be paid by the Council as a common expense.

ARTICLE 3. OFFICERS

3.1 DESIGNATION. The principal officers of the council shall be a President, a Secretary, and a Treasurer, who shall be elected by, and from the Board. The offices of Secretary and Treasurer may be combined in one person. The board may appoint an Assistant Treasurer, and Assistant Secretary and such other officers as in its judgment may be necessary.

3.2 ELECTION AND TERM. The officers of the Board shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

3.3 REMOVAL. Any officer may be removed either with or without cause by vote of a majority of the members of the Board. His or her successor may be elected at any regular meeting of the Board, or at any special meeting.

3.4 PRESIDENT. The President shall be the chief executive officer of the Board and shall preside at all meetings of the Council and the Board. Subject to the control of the Board he

shall exercise general supervision and direction over the management and conduct of the business and affairs of the Council and Board. He shall also have such other powers and duties as may be provided by these bylaws or assigned to him from time to time by the Board.

3.5 **SECRETARY.** The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board, give all notices thereof as provided by these bylaws, maintain, and keep a continuous and accurate record of ownership of all units, have charge of such books, documents and records of the council and board as the board may direct.

3.6 **TREASURER.** The treasurer shall maintain and keep the financial records and books of account of the Council and Board, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Council or Board, of all its funds and securities.

3.7 **AUDITOR.** The Council may appoint annually an accountant or accounting firm as Auditor, who need not be an officer of the Board nor own any interest in any unit, to audit the books and financial records of the Council and Board.

ARTICLE 4. ADMINISTRATION

4.1 **MANAGEMENT.** The Board shall always manage and operate the Gardens and have such powers and duties as may be necessary or proper therefor, including without limitation the following:

4.1.1 supervision of the immediate management and operation of the Gardens.

4.1.2 maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto.

4.1.3 purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the general and limited common elements.

4.1.4 provisions at each unit for 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.

4.1.5 employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Gardens.

4.1.6 preparation of a proposed budget and schedule of assessments for each year, as provided herein.

4.1.7 collection of all installments of assessments levied and payment of all common expenses authorized by the Board.

4.1.8 purchase and maintenance in effect of all policies of hazard and liability insurance for the Gardens required by the Master Deed and such other insurance bonds as may be required or authorized by the Master Deed or the Board.

4.1.9 notification of all unit owners, according to the council's record of ownership, of delinquency exceeding 15 days in the payment of any assessment against such units.

4.1.10 supervision of the use of the general common elements, including use of limited common elements which includes adoption and enforcement of the provisions of the Master Deed and these Bylaws.

4.1.11 such other duties, rights, and responsibilities as the Board has under the Master Deed, or any other governing document, or as it has on behalf of the Council under the Master Deed or any other governing document.

4.1.12 such powers given to the board under Kentucky revised statutes sections 381.805 through 381.910 (“Act”).

4.2 MANAGING AGENT. The Board may employ from time to time a responsible managing agent or administrator to manage and control the Gardens subject at all times to direction by the Board, with all the administrative functions set forth specifically in preceding Section 1, and such other powers and duties, and at such compensation as the Board may establish.

4.3 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 owner 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.

4.4 EXECUTION OF INSTRUMENTS. All checks, drafts, notes, acceptances, conveyances, contracts, and other instruments shall be signed on behalf of the Board or 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 of the Board or, in the absence of any such resolution applicable to such instrument, by the President and the Treasurer.

ARTICLE 5. OBLIGATIONS OF UNIT OWNERS

5.1 ASSESSMENTS AND PROVISIONS PERTAINING THERETO. All unit owners shall pay to the Board, in advance, on the first day of each month the assessments against their respective units for common expenses and other appropriate charges in accordance with the Master Deed and these Bylaws. Each year on or before December 1st of the preceding year, the board shall estimate the annual budget of common expenses (the “ annual budget”) including, but not limited to, the total amount required for the cost of wages, materials, insurance, services, management fees and supplies which will be required during the ensuing calendar year for all common expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The Board shall on or before each December 15th of the year the annual budget was estimated notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the owners according to each owner’s percentage of ownership in the common elements. All sums so

assessed shall be deemed common expenses. On or before January 1st of each year, and the first of each and every month of each year, each unit owner shall be obligated to pay to the Board, or as it may direct, 1/12 of the assessment made pursuant to this paragraph. The Board shall build up and maintain a reasonable reserve for contingencies and replacements chargeable as common expenses. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If assessments or reserves prove inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a special assessment, which shall be assessed to the unit owners according to each owner's percentage of ownership in the common elements. The board shall serve notice of such special assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective with the monthly maintenance payment which is due more than 10 days after the delivery or mailing of such notice of special assessment. The Board shall collect all such assessments and any other assessments herein provided for. Any sums from assessments not expended, shall remain under control of the Board for future common expenses or for a credit against future budgeted expenses.

5.2 BUDGET DELAY. The failure or delay of the board to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owners' obligation to pay the assessments for common expenses and other costs and necessary reserves, as herein provided, whenever and however the same shall be determined by the Board, and in the absence of any annual budget or adjusted budget, the unit owners shall continue to pay the monthly assessment for common expenses and other charges at the then-existing monthly rate established for the previous period until the monthly assessment payment is changed by the Board, such change to be effective the first day of the month following notice from Board to unit owners, said notice to be given at least 10 days in advance of the change.

5.3 FORECLOSURE. In the event of action for the foreclosure of a lien for unpaid common expenses or for the foreclosure of a mortgage, the unit owner who is the defendant in such proceedings shall be required to pay a reasonable rental for such unit after title to the unit is transferred to the party plaintiff in the foreclosure.

5.4 BOOKS OF ACCOUNT. The Board shall keep full and correct books of account and the same shall be open for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein and in the Master Deed, and, except for such special assessments as may be levied hereunder against less than all of the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the benefit, use, and account of all the unit owners in the same percentage as the respective percentage of interests in the common elements.

5.5 **DEFAULT.** In addition to any remedies or liens provided by law, if any unit owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, the Board may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien hereafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements, or by abandonment of his or her unit. The unpaid common expenses as well as parking charges assessed to a unit owner shall constitute a lien against the unit of such owner and against such owner's interest in the property prior to all other liens, except only for liens for taxes and assessments and first mortgages, as now provided in the Act.

5.6 **DELINQUENCY.** An assessment is delinquent if not received on or before the first day of the month that it is due. In the event any unit owner is delinquent in the payment of any assessment for a period in excess of 15 days, a penalty of 10% of the delinquent assessment shall be payable for each month of delinquency beginning with the initial month, without waiving any other rights of the Council or Board.

ARTICLE 6. MAINTENANCE OF UNITS

6.1 **DUTIES OF OWNERS.** Every unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his unit, including without limitation all internal installations therein, such as water, electricity, 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 Master Deed, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in the 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. In addition, each unit owner shall keep clean all patio areas and the interior and exterior windows, even though such items are a part of the general or limited common elements. Every unit owner and occupant shall reimburse the Council promptly on demand for all expenses incurred by the Council in repairing or replacing any loss or damage to the common elements, where caused by such owner or occupant or their guests or members of their households. They shall give prompt notice to the Board or managing agent of any such loss or damage or other defect in the Gardens when discovered.

ARTICLE 7. USE OF THE GARDENS

7.1 **SINGLE FAMILY RESIDENTIAL.** All units of the Gardens shall be used only for one- family residential unit purposes.

7.2 **USE OF COMMON ELEMENTS.** All common elements of the Gardens shall be used only for their respective purposes as designed.

7.3. **DISORDERLY USE OF COMMON ELEMENTS.** No unit owner or occupant shall place, store, or maintain in the common elements 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.

7.4 **CLEAN AND SANITARY.** Every unit owner and occupant shall at all times keep his unit and any limited common element appurtenant thereto (including all windows) 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, the Council or the Board applicable to the Gardens.

7.5 **WASTE.** No unit owner or occupant shall make or suffer any waste or unlawful, improper, or offensive use of his unit or the Gardens nor alter or remove any furniture, furnishings, or equipment of the common elements.

7.6 **STRUCTURES.** No unit owner or occupant shall erect or place on the Gardens property any structure including fences and walls, nor make any additions or alterations to any common elements (including limited common elements) of the Gardens, except as may be permitted in the Master Deed and except in accordance with plans and specifications, including a detailed plot plan prepared by a licensed architect, if so required by the Board, unless approved by the Board, which approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such improvements and any common elements affected thereby.

7.7 **SIGNS.** No signs, posters or bills may be placed or maintained on the Gardens property.

7.8 **DECORATIONS.** No unit owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his unit except in accordance with standards therefor established by the Board or specific plans approved in writing by the Board, which standards or approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common elements affected thereby.

7.9 **NOISE.** 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.

7.10 **GARMENTS AND RUGS.** No garments, rugs or other objects shall be hung from windows or facades of the Gardens or in other areas within view of other occupants.

7.11 **DUST.** No rugs or other objects shall be dusted or shaken from windows of the gardens or cleaned by beating or sweeping on any exterior part of the Gardens.

7.12 **REFUSE.** No refuse, garbage or trash of any kind shall be thrown, placed, or kept on any common elements of the Gardens except in the areas provided for such purpose.

7.13 **ANIMALS.** No livestock, poultry, rabbits, snakes, or other such animals shall be allowed or kept in any part of the Gardens. Dogs, cats, and caged animals or birds shall be allowed subject to regulation by the Board, including regulation as to the number thereof.

7.14 **ELECTRICAL INSTALLATIONS.** 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 Gardens or protruding through the walls, windows, or roof thereof.

7.15 **IMPAIRMENT OF STRUCTURES.** Nothing shall be allowed, done, or kept in any units or common elements of the Gardens 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 thereof maintained by or for the Council.

7.16 **OVERNIGHT PARKING.** Overnight parking shall not be allowed except in an assigned parking space or stall, provided that overnight guests of a unit owner may park overnight in guest parking areas for not more than two weeks per year in the aggregate.

7.17 **SHOWING OF UNITS.** 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.

7.18 **CONSTRUCTION OF BYLAWS AND MASTER DEED.** The use of the Gardens shall further be controlled as set forth in the Master Deed. The Master Deed and these Bylaws shall be construed together to augment each other.

ARTICLE 8. RULES OF THE GARDENS

8.1 **ADOPTION OF RULES.** The Board may adopt, amend, or repeal any rules and regulations governing details of the operation and use of the Gardens not inconsistent with any provisions of the Act, the Master Deed, or these Bylaws.

ARTICLE 9. EXPENSES OF ENFORCEMENT

9.1 **OBLIGATION OF UNIT OWNER.** Every unit owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorney's 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 Master Deed, these Bylaws and Gardens rules against such owner or any occupant of such unit.

ARTICLE 10. RECORD OWNERSHIP

10.1 **RECORDING OF DEED.** Every unit owner shall promptly cause to be duly recorded the deed, 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.

ARTICLE 11. MORTGAGES

11.1 NOTICE OF MORTGAGEE. Any unit owner who mortgages his unit, or any interest therein, shall notify the Board of the name and address of his mortgagee, and 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 mortgagee or prospective purchaser of any unit, or any interest therein, shall report to such person the amount of any assessment against such unit then due and unpaid.

ARTICLE 12. MISCELLANEOUS

12.1 AMENDMENT. These Bylaws may be amended in any respect not inconsistent with provisions of law or the Master Deed by vote of the unit owners owning at least a majority vote of the Council at any meeting of the Council duly called for such purpose.

12.2 INDEMNIFICATION. The Council shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed upon 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, except in relation two matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith, and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Board 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.

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

12.4 HEADINGS AND PRONOUNS. Headings in these bylaws are for convenience only and are of no substantive effect. Pronouns shall be read interchangeably in masculine and feminine, singular, and plural as appropriate.

12.5 INTER-COUNCIL ASOCIATION. By action of the Board, the Council may participate in and contract with other such boards and councils of other condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

ARTICLE 13. ENFORCEMENT

13.1 REMEDIES. Violation of the provisions of the Master Deed, these Bylaws or any Gardens rules may be remedied in any court of law or equity having jurisdiction thereof by the Council, the Board, or managing agent or administrator, or any unit owner or owners entitled to relief with the remedies available to such person or persons including damages, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.

ARTICLE 14. PROCEDURAL MATTERS

14.1 EFFECT OF PROCEDURAL DEFECT. Any defect, omission, delay, or irregularity in connection with the administrative matters of the Board or Council, including, but not limited to, any defects or irregularities in any election, shall not be a defense, excuse or reason for any unit owner delaying or withholding payment of any funds or assessments due and payable to the Council or Board. Any such defect, omission, delay, or irregularity may be corrected by Council or Board at any time, and as to payments justly due or which would be due if not for error by the Board or Council, may be made retroactive.

14.2 NOTICE. Notice to unit owners, as referred to in these Bylaws, means written notice, dated and mailed or delivered to a unit owner, or delivered to the unit.

14.3 PRIMACY OF MASTER DEED. These Bylaws shall not invalidate, alter, or diminish any provisions of the Master Deed.

14.4 SEVERABILITY. Each section and provision of these Bylaws is severable, and if any section or provision is held to be invalid or unenforceable by any court, the remaining sections or provisions remain in full force and effect.

ADOPTION

This Amended and Restated Bylaws of the Gardens of Eastern Parkway Owners' Association, Inc. and the Council of Unit Owners of the Gardens of Eastern Parkway, a Condominium, was duly adopted by majority vote of the Council on the 29th day of October 2022 and became effective on that date.

Stephen Emmons, President