

# BYLAWS

## SPINDLEWICK CONDOMINIUMS

### ARTICLE I GENERAL PROVISIONS

**1.1 Name and Location.** The name of the association is Spindlewick Condominiums, hereafter referred to as the "Association." Meetings of the Board of Directors will be held in Board Members' Homes; meetings of members (**homeowners**) will be held at the location announced in the annual meeting notification letter.

**1.2 Definitions.** The terms used in these Bylaws, along with set rules and regulations, supersedes other documents.

**1.3 Year.** The Association 'year' will begin on the 1<sup>st</sup> of January and run through the 31<sup>st</sup> of December of each calendar year.

**1.4 Monetary Limitations.** Board is authorized for expenditures of up to \$8000. For expenditures more than \$8,000, such expenditure must be voted on by a special Association meeting with a quorum in attendance and/or by proxy. In case of emergency, the Board shall have the authority to exceed this amount if the repair(s) require immediate action to reduce further costs/damages, i.e., roof repairs, etc.

### ARTICLE II MEETING OF MEMBERS

**2.1 Annual Meetings.** The Association's annual meeting of the Members shall be held in October each year at the location, time and date specified by the Board of Directors. The purpose of the annual meeting shall be for electing the board of directors, updating the members of previous and future community plans, making decisions regarding the association, and for any other association affairs that may come up, present the next year budget, and present any known Association property assessment. Notices of meetings shall be distributed in person, mailed, or emailed to all Members of the Association at least 10 days prior to the meeting.

Annual budget shall be assessed to the owners according to each owner's percentage of ownership in the common elements.

**2.2 Special Meetings.** Special meetings of the Members may be called by the President of the Board, or a majority of the Board, at any time. The purpose of the

meeting shall be stated in the call to the meeting, and at least 5 days written notice shall be given to all members. Or petition signed by at least twenty-five percent of the unit owners and presented to the Secretary.

**2.3 Eligibility to Vote.** All Members must be current and in good standing with the Association and a unit owner to be entitled to (1) one vote per unit, (2) office, and (3) serve on committees.

**2.4 Quorum.** One-half plus one of the Members of the Association in good standing shall constitute a quorum, including proxies (see below).

**2.5 Proxies.** Members of the Association may vote in person or by proxy in all meetings of Members. Every proxy shall be in writing, signed by the Member, and sent to the management company or given directly to a member of the board before the scheduled meeting. If a meeting needs to be rescheduled, a new notification letter will be sent to members along with new proxies.

### **ARTICLE III BOARD OF DIRECTORS**

**3.1 Composition.** The Association's Board of Directors shall be composed of the elected officers. The total number of directors to constitute the entire board shall be three (3) five (5) or seven (7) members. As used in these Bylaws, "entire board" means the total number of directors which the Association would have if there were no vacancies.

**3.2 Powers.** The Board of Directors shall have all the powers and rights necessary to administer the Association's affairs and to perform the Association's responsibilities and to exercise its rights as set forth in these Bylaws, the Declaration and the Articles and limited by the provisions of the Association's Declaration. In particular, but not limited to, the Board of Directors have the power to:

- a) manage, control, and restrict the use of the Common Areas of the community and the conduct of the Association Members and their guests by adopting and publishing rules and regulations, and establishing a monetary penalty to enforce any lack of compliance.
- b) suspend a member's voting rights and the right to use the Common Areas if a member is in default of any assessment payment or for lack of compliance with the Association's published rules and regulations.
- c.) on behalf of the community apply late fees, send to collection, or apply a lien to any unit owner for failure to pay HOA fees or special assessments. Owners are responsible for the existence of such lien and are responsible for any costs incurred by the board for the lien or collection agency fees.

d) exercise all powers and duties not reserved to the Membership and authorized by these Bylaws or the Master Deed.

**3.3 Duties.** It shall be the Board of Directors and/or the management company's responsibility to:

a) maintain a complete and detailed record of all the Association's transactions and acts and furnish said records to the Members when such records are requested in writing by Members who are entitled to vote.

b) As for fully provided in the Master Deed, to impose the contractual maintenance and other assessments against each Lot/Unit.

1. send written notice of each assessment to all Members of the Association.
2. maintain adequate liability and hazard insurance on all property owned by the Association.
3. indemnify a past or present director, officer, or committee Member of the Association to the extent such indemnity is required or permitted by state law, Master Deed, or these Bylaws.
4. cause the Common Areas to be maintained.
5. the Board will build and maintain a reasonable reserve for contingencies and replacements chargeable as common expense (we will have no less than 10% retained in reserve).
6. the board will serve notice of any needed assessment on all unit owners by a statement in writing, giving the amount and reasons for the needed assessment. Unless specified differently because of emergency circumstances, assessments can be broken into twelve monthly payments and added to regular HOA fees. Failure to pay installments (or pay in full at time of notice if monthly payments have not been arranged) will result in a \$20 per month penalty.

**3.4 Liability of Board Members.** The Board members shall not be liable to unit owners for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith.

**3.5 Compensation.** No officer shall receive compensation for their services. However, by resolution of the Board of Directors, they may be reimbursed for actual expenses incurred in the performance of their duties.

**3.6 Removal of Board Members.** Any or all the Board may be removed with cause by a majority vote of the Members.

**3.7 Resignation.** A board member may resign at any time by giving written notice to the Board. The resignation shall take effect upon receipt of said notice unless stated otherwise.

#### **ARTICLE IV MEETING OF BOARD OF DIRECTORS**

**4.1 Regular Meeting.** A regular meeting of the board shall be held every 2-4 months and notice will be given at least two weeks prior to the date of such meeting.

**4.2 Special Meetings.** Special meetings may be called by the President of the Board and notice will be given at least 24 hours prior to such meeting.

**4.3 Quorum of Directors.** A majority of the members of the entire board shall constitute a quorum.

**4.4 Action of the Board.** The act of the Board of Directors shall be valid if the required quorum is present at the time of a vote. Each board member present shall have one vote regardless of the number of lots/units they may own.

#### **ARTICLE V OFFICERS AND THEIR DUTIES**

**5.1 Officers.** The officers of the Association shall be the president, secretary and/or treasurer, and an at-large positions.

**5.2 Term of Office.** Officers shall assume their duties at the close of the meeting at which they are elected. Officers shall serve for a term of two years and can be re-elected.

**5.3 Vacancy in Office.** A vacancy in any office shall be attempted to be filled by the Board of Directors.

**5.4 Removal and Resignation.** In the event of a death, resignation, absence from the State of Kentucky for more than six months or removal of a board member (any officer may be removed either with or without cause by vote of the majority of the members of the board), the board in its discretion may elect or appoint a successor to fill the unexpired term until the next annual meeting of the Association where another nominee may be elected.

**5.5 Duties.** Officers shall perform the duties provided in this section and other such duties as are prescribed for the office in these Bylaws.

a) **President** shall preside at all meetings of the board to ensure that all orders and resolutions of the board are carried into effect.

b) **Secretary and/or Treasurer,** shall:

1. Attend all meetings of the Association.
2. Maintain all the Board meeting minutes; and
3. Provide meeting minutes to the members.
4. Oversee and/or review the financial aspects/reports of the Management Company's responsibilities and Associations' reserve funds.
5. Perform such other duties as may be prescribed by the board.

**5.6 Elections.** The officers shall be elected at the annual meeting, as necessary.

## ARTICLE VI COMMITTEES

6.1 **Committees.** The Board of Directors may designate from among its members an executive committee or other committees as needed. Each subject will be voted on by all Board Members. Each such committee shall serve at the pleasure of the board.

## ARTICLE VII MAINTANCE RESPONSIBILTIES BETWEEN ASSOCIATION & UNIT OWNERS

**7.1 Responsibilities of Association and Unit Owners.**

Area	Association	Unit Owner
Roofs	Full responsibility for exterior repairs, unless the homeowner fails to report problems on a timely basis causing greater problems.	None, except prompt notification of evidence of leakage.
Building Exterior	Full responsibility with exceptions noted at right.	Replacement of light bulbs and repair/replacement of light fixtures in patio or balcony areas. If owner chooses to paint exterior areas of their balcony or patio, they must first receive written approval from the Association and standard paint colors must be used.
Windows (including sashes and window frames) & Sliding Door	None	Replacement, cleaning, and maintenance of all windows or sliding doors are the responsibility of the owner. Written approval from the Association Board

		through the completion and submitting of the Modification Application to the Board, must be obtained prior to installation of any new windows or sliding doors. Standard style of all windows is required, and standard sliding door styles are required on front units.
Sky Lights	Full responsibility for repair and replacement.	Prompt notification of evidence of leakage. If the unit owner wants sky lights cleaned on the interior or exterior, it will be at their expense.
Chimneys	Full responsibility for repair of external masonry.	Unit owners are responsible for regular maintenance and cleaning of chimneys. Annual cleaning is recommended.
Dryer Vents	Full responsibility for repair of vent lines.	Unit owners are responsible for regular cleaning of dryer vents once a year.
Building Interior	None	No loadbearing walls may be moved or removed. Unit owners are responsible for all upkeep and maintenance. Kentucky licensed contractors are required for plumbing, heating, or electrical work. Owner must be approved by the Association Board, through completion and submittal of the Modification Application to the board prior to beginning work. Permits from various levels of government may be required.
HVAC	None	Full responsibility
Plumbing	Repair/replacement of service lines to foundation. Maintenance of common exterior water spickets.	Full responsibility for interior plumbing and exterior water spickets within individual patio areas.
Sewage	Repair/replacement of sewer lines foundation to main.	All interior sewage lines.
Electrical	Repair of lines from	All interior electrical elements and

	transformer to meter unless caused by negligence of unit owner. Repair and maintenance of common hallways.	exterior fixtures on balconies and/or patio areas.
Foundations	Full, including garage foundations	None
Attics	Full	None except proper installation of additional insulation as desired by owner and approved Board through completion and submittal of the Modification Application to the board. Fireproof insulation required.
Bearing Walls	Full	None except decoration.
Garages	None except repair/replacement of roof	Full, including repair/replacement of windows (if applicable), garage door, automatic door opening mechanisms, including hinges, tracks, springs, rollers and locks, floors, interior walls, and ceilings. Any garage door replacements must be pre-approved by the Association Board through the completion and submittal of the Modification Application to the Board.
Balconies		If owner chooses to paint exterior areas of their balcony, they must first receive written approval from the Association Board through the completion and submittal of the Modification Application to the Board. (Standard paint colors must be used.) In addition, prior approval from the Association Board through the completion and submittal of the Modification Application must be completed before enclosing any balcony area (screen, all-season windows, or

		enclosure).
Patios	Repair/replacement of fences.	If owner chooses to paint exterior areas of their patio or privacy fence, they must first receive written approval from the Association Board through completion and submittal of the Modification Application to the Board and standard paint colors must be used. No decking may be attached to the building. All trees must be kept trimmed and not touching the building exterior. All landscape within the patio areas is the responsibility of the unit owner and keep in order.
Sidewalks	Maintenance/repair of damaged concrete.	Cleaning of dirt and removal of snow is the responsibility of all building owners.
Common Grounds	Full maintenance, repair, and replacement of all common grounds' areas.	Unit owners will be charged for damage to underground lines and conduits and grounds caused by his/her contractors' vehicles. Owners are prohibited from making plantings or install lawn ornamentation without prior approval of the Association Board through completion and submittal of the Modification Application to the Board.
Pool	Full responsibility of repair and maintenance of pool.	Owner, and their guests, must adhere to the pool rules outlined in the Rules & Regulations.
Washer & Dryer Area	None	Replacement and maintenance of units. Steel gaged piping must be used and overflow trays must be installed in second floor units for washer/dryers.
Hot Water Heater	None	Replacement and maintenance of units. Water detectors and/or



		overflow trays must be installed in second floor units.
--	--	---

**ARTICLE IX  
AMENDMENTS**

**8.1 Amendment.** These Bylaws may be amended at an annual or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

**8.2 Conflict.** In the case of any conflict between these Bylaws and the Master Deed these Bylaws shall control. The law shall always prevail.

**8.3 Effective Date.** Amendments to these Bylaws are effective upon their approval in the manner set forth above unless a later effective date is specified therein.

**8.4 Termination.** The corporation may be dissolved as allowed by Kentucky law.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting board of the Spindlewick Condominiums Homeowner's Association, KY, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a special meeting of the owners thereof, held on the \_\_\_\_\_.

IN WITNESS WHEREOF, we have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature: Jennifer Scott  
Print Name: & Title: Jennifer Scott, President

Signature: Jeffrey Barr  
Print Name: & Title: Jeffrey Barr, Secretary

Signature: John W. Parker  
Print Name: & Title: John W. Parker, Board member