

BYLAWS OF WOODMERE TOWMEHOMES CONDOMINIUM ASSOCIATION
APPROVED JULY 9, 2011

The following By-Laws are adopted pursuant to laws for the condominium project known as Woodmere Townhomes (herein called "Woodmere"), located on the west side of Seminary Drive, Jefferson County, Kentucky, described in & created by Master Deed & Declaration of Condominium Property Regime (herein called the "Declaration") dated June 13, 1984 & recorded in Deed Book 582 Page 79, of the office of the County Clerk of Jefferson County, KY. These By-Laws shall apply to all present & future owners, tenants, or occupants of any units of Woodmere Townhomes.

ARTICLE I

MEMBERSHIP

Section 1. Qualifications. All owners of units of Woodmere Townhomes shall constitute the Woodmere Townhomes Association. The owner of any unit upon acquiring title thereto shall automatically become a member of the Association & shall remain a member thereof until such time as his or her ownership of such unit ceases, at which time such membership in the Association shall automatically cease. Voting shall be on the basis of unit ownership, i. e. one unit = one vote.

Section 2. Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Administration.

Section 3. Semi-Annual Meetings. The semi-annual meetings of the Woodmere Townhomes Condominium Association, shall be held each year during the months of July and January.

Section 4. Special Meetings Special meetings of the Association maybe held at any time upon the call of the President or a petition signed by least 5 owners of units & presented to the President.

Section 5. Notice of Meetings. The secretary shall give written or printed notice of

each semi-annual & special meeting to every owner according to the Association record of ownership at least ten (10) days before the day set for such meeting. The authority for the call may be in any of the following ways: (a) by delivering it to said owner personally, or (b) by leaving it at the unit in Woodmere Townhomes, or (c) by mailing it postage prepaid, addressed to the address as it appears on Association record of ownership, or (d) by mailing it, postage prepaid, at such other address, temporary or permanent as is furnished in writing to the secretary. If notice is given pursuant to the provisions of this section, the failure of any owner to receive notice of any meeting shall in no way invalidate such meeting or any proceedings.

Section 6. Leases. In the event an owner leases his or her unit to another party who resides in the unit the owner shall have the right of the unit to vote & responsibility for maintenance & repairs and tenants compliance with all the Associations By-Laws. The owner (Lessor) must have a written lease with leasee for one year. A copy of the written lease must be submitted to the Board of Woodmere Townhomes.

Section 7. Quorum The presence at any meeting in person or by proxy of a 2/3 (16) of the unit owners shall constitute a quorum. At any meeting at which a quorum is present the acts of a majority of the unit owners shall be the acts of the Association. The term "majority of unit owners (12)" in these By-Laws means the owners of greater than fifty percent (50%) of the units.

Section 8. Voting. Voting shall be on a unit basis. Votes may be cast in person or by proxy by the respective owners as shown in the record of ownership of the Association. The filing of this Proxy-Consent as provided for in Section 9 shall entitle an executor, administrator, guardian or trustee to vote in person or by proxy at any meeting of the Board for any unit owned or controlled in such fiduciary capacity, whether or not the name shall have transferred in the Boards record of ownership, provided that such fiduciary

shall first present evidence satisfactory to the Secretary that fiduciary owns or controls such unit in such capacity.

Section 9. Proxies & Pledges. The Authority given by any owner to represent him or her at meetings of the Board shall be in writing, signed by such owner & filed with the Secretary. Voting rights transferred or pledged by mortgage, deed of trust, or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board thru the Secretary, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Association, in like manner.

Section 10. Adjournment. Any meeting of the Board may be adjourned from time to time to such place & time as may be determined by majority vote of the owners present.

Section 11. Unanimous Consent. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the owners with respect to the subject matter thereof. Such consent must have the same effect as a unanimous vote of the owners.

ARTICLE II

OFFICERS

Section 1. Designation. The principal officers of the Board shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Association and each of whom shall be an owner of an interest in a unit of Woodmere Townhomes. These officials shall along with two (2) elected members at large constitute the Board of Administration (hereinafter called the "Board") and shall serve without compensation.

Section 2. Election and Term. The officers of the Association shall serve one year terms and be elected annually at the July meeting.

Section 3. Removal. Any Officer may be removed either with or without cause by vote of a majority of the members of the Association or Board and a successor elected at any regular or special meeting of the Association.

Section 4. President. The president shall be chief executive officer of Association and shall preside at all meetings of the Association and of the Board. Subject to the control of the Board, the President shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. The President shall also have such other powers and duties as any be provided by these By-Laws or assigned to from time to time by the Board.

Section 5. Secretary. The Secretary shall attend and keep minutes of all meetings of the Association and the Board, give notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all units, have charge of such books, documents and records of the Association as the Board may direct.

Section 6. Treasurer. The Treasurer shall maintain and keep the financial records and books of the account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all its funds and securities.

Section 7. Auditor. The Board may appoint annually an accountant or accounting firm as auditor, who may not be an officer of the Board nor own any interest in any unit, to independently audit the books and financial records of the association.

ARTICLE III

BOARD OF ADMINISTRATION

Section 1. Powers. The Board shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefore as are not

prohibited by law. The Board shall be responsible for compliance with the enforcement of the terms of these By-Laws.

Section 2. Vacancies. Vacancies in the Board caused by any reason other than removal by the Association, shall be filled by vote of a majority of the remaining Board members, even though they may constitute less than a quorum of the Association, and the person so elected shall be a Board member until a successor is elected at the next Semi Annual meeting of the Association. Death, incapacity or resignation of any Board member or continuous absence from the Commonwealth of Kentucky for more than six (6) months, shall cause said office to become vacant.

Section 3. Removal of Board Members. At any regular or special meeting of the Association duly called, any one or more of the Board members may be removed with or without cause by vote of a majority of owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by the owners shall be given an opportunity to be heard at such meeting.

Section 4. Semi-Annual meeting. An organizational meeting of the newly elected Board shall be held at the place of and immediately following each July meeting of the Association.

Section 5. Regular meetings. Regular meetings of the Board may be held monthly.

Section 6. Special Meetings. Special meetings of the Board may be called by the President on at least eight (8) hours notice to each board member, given personally or by telephone and received, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two Board members.

Section 7. Quorum of Board. At all meetings of the Board a majority of the total number of Board members established by these By-Laws shall constitute a quorum for the

transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board.

Section 8. Fidelity Bonds. The Board may require that all officers, employees and agents of the Association handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

ADMINISTRATION

Section 1. Management. The Board shall at all times manage and operate Woodmere Townhomes and have such powers and duties as may be necessary or proper, including without limitation the followings:

- (a) Supervision of the immediate management and operation of Woodmere Townhomes;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and to provide for all water and utility services required for the common elements;
- (d) Preparation before the beginning of each fiscal year July meeting of a proposed budget and schedule of assessments for next year;
- (e) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (f) Purchase and maintenance in effect of all policies of hazard and liability insurance for Woodmere Townhomes required by the Association and such other insurance and bonds as may be required or authorized by the Association or the Board;

(g) Notification of all persons having an interest in any unit according to the Association's record of ownership of delinquency exceeding sixty (60) days in the payment of any assessment against such unit. If not resolved legal actions shall be taken;

(h) Supervision of the use of the common elements.

Section 2. Managing Agent. The Board may employ from time to time a responsible Managing Agent to manage control Woodmere Townhomes 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.

Section 3. Representation. The President or Managing Agent, subject to the direction of the Board, shall represent the Association or any two or more unit owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings without prejudice to the rights of any unit owners individually to appear, sue or be sued. Service of process in any such action, suit or proceeding may be made on the President or Managing Agent.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall provided by general or special resolution of the Board, or in the absence of any such resolution applicable to such instruments, by any two (2) of the elected officers of the Association.

ARTICLE V

OBLIGATION OF OWNERS

Section 1. Assessments. All unit owners shall pay to the Board or its designee, in advance, on the first day of each month the monthly assessments against their respective units for common expenses of Woodmere Townhomes in accordance with the Declaration, said monthly sum determined by the Board to be sufficient to accumulate and pay when due all expenses, taxes, assessments and other charges of maintenance and operation payable by the owner of such unit. All assessments paid to the Board by the unit owners, in operating and maintenance accounts, shall be and remain under the control of the Association and shall not revert to the unit owner in the event of sale or other transfer of the unit or pass to the estate of the unit owner in the event of death of said owner.

Section 2. Maintenance of Units. Every unit owner shall at his or her own expense at all times well and substantially repair, maintain, amend and keep his or her unit and limited common elements, including without limitation, all internal installations therein, such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit and the interior decorated or furnished surfaces of all walls, floors and ceilings of such unit, with all necessary repairs and amendments whatsoever in good order and condition except as otherwise provided by law or in the Declaration, and shall be liable for all loss or damage whatsoever caused by the failure to perform any such work diligently, and in case of such failure after reasonable notice to perform, shall reimburse the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board or the Managing Agent. Every unit owner, lessee or other occupant shall reimburse the Association promptly on demand for all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and

equipment thereof caused by such owner, lessee or occupant or any person under either of them and shall give prompt notice to the Board or Managing Agent of any such loss or damage or other defect in Woodmere Townhomes when discovered. All complaints brought before the Board shall be submitted in writing. Association is responsible for exterior walls, front walks, lights, shrubs, trees, ground cover, roof, sky lights, access road, privacy fences & chimneys, Excluding windows and all exterior house doors.

Section 3. Use of Woodmere Townhomes.

- (a) All units of Woodmere Townhomes shall be used only for single-family residential purpose and the sale of such units shall be restricted to uses consistent with this purpose.
- (b) All commons elements of Woodmere Townhomes shall be used only for their respective purposes as designed.
- (c) No owner or occupant shall place, store or maintain in the grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.
- (d) Every owner and occupant shall at all times keep his or her unit any entry or hereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association for the time being applicable to the use of Woodmere Townhomes.
- (e) No owner shall allow or suffer any unlawful, improper or offensive use of said owner's unit of Woodmere Townhomes nor alter any common elements.

- (f) **No owner or occupant shall erect or place any buildings or structure including fences and walls, or make any additions or alterations to any common element or limited common element of Woodmere Townhomes or to his or her unit, except in accordance with plans and specifications, including a detail plot plan prepared by a licensed architect, (if so required by the Board) unless approved in advance in writing by the Association Board.**
- (g) **No signs, posters or bills may be placed or maintained in Woodmere Townhomes unless approved by a majority of owners except that an owner may place and maintain "For Sale" or a similar type sign and in front of his or her unit for a reasonable time. The sign in front of said unit is not to exceed 2 feet by 2 feet in size.**
- (h) **All occupants shall exercise extreme care in making or permitting noises and in the use of musical instruments, radios, televisions, and amplifiers that may disturb other occupants.**
- (i) **No garments, rugs or other subjects shall be hung from the windows or other areas of Woodmere Townhomes.**
- (j) **No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of Woodmere Townhomes other than for purposes of regular refuse, garbage or trash collection.**
- (k) **No livestock, poultry, rabbits, snakes or other such animals shall be kept in any part of Woodmere Townhomes. Dogs and Cats shall be allowed at Woodmere Townhomes and owners and occupants shall be permitted to own and keep at Woodmere Townhomes a maximum of two such animals per unit. If an owner or occupant owns a dog, such dog shall not be**

larger than 50 pounds at its maximum maturity. If owner or occupant owns 2 (two) dogs their total weight cannot exceed 50 lbs at maximum maturity. All such dogs shall be kept on a leash at all times when outside of the owner's unit. At the time such dog dies, is lost destroyed or otherwise disposed of, it may not be replaced in kind but may only be replaced with a dog which would conform to the requirements of this Section.

- (l) Vehicle parking on common elements and on limited common elements shall be limited to surfaced parking areas and unit driveways and shall be limited to automobiles of standard passenger design. The parking of motor homes, recreation vehicles, trailers, mobile homes or boats will not be permitted on any parking area or roadway.
- (m) No owner or occupant shall, without the written approval of the Board, install any wiring or electrical or telephone installations, television antenna, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of Woodmere Townhomes or protruding through the walls, windows or roof thereof.
- (n) Nothing shall be allowed, done or kept in any unit or common elements of Woodmere Townhomes which would overload or impair the floors, wall or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the association.
- (o) An owner, or an agent of an owner, shall have the right to show a unit at reasonable times of the day for the purpose of sale.

(p) No owner or occupant shall take any action so as to interfere unreasonably with the peace and enjoyment of the residents of the other units in Woodmere Townhomes.

Section 4. House Rules. The Board may adopt, amend or repeal any rules and regulations governing details of the operation and use of Woodmere Townhomes.

Section 5. Expenses of Enforcement. Every owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorney's fees, fines incurred by or on behalf of the Association in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provisions of the Declaration or these By-Laws against such owner of such units.

Section 6. Record of Ownership. Every owner shall promptly cause to be duly recorded the deed, assignment or other conveyance to him or her of such unit, or other evidence of the title thereto, and shall file a copy of the same with the Board. The Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Violation of the By-Laws. Any violation of the By-Laws &/or rules & regulations will result in notification by the Board & if not corrected will result in a fine.

Section 8. Insurance. Each unit owner shall be responsible for the insurance for the interior of the unit.

ARTICLE VI

MISCELLANEOUS

Section 1. Amendments. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of a majority of the owners (as defined in the Declaration) at any meeting of the association duly called for such purpose.

Section 2. Indemnification. The Association shall indemnify every Board member and officer, and their executors and administrators, against all expenses reasonably incurred by or imposed in connection with any action, suit or proceeding to which he or she may be made a party by reason of being or having been a Director or officer of the Association, except in relation to matters as to which said individual shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the council is advised by its legal counsel that the person to be indemnified committed no such breach of duty.

The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render any other provisions hereof which can be given in effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board to conduct or engage in any active business for profit on behalf of any or all of the owners.

CERTIFICATE OF ADOPTION

The majority of the owners of all units of Woodmere Townhomes hereby adopted the forgoing as the By-Laws of the Association of Co-Owners of Woodmere Townhomes at a dully called meeting of owners in the ____ day of _____ 2011.

PRESIDENT

SECRETARY

TREASURER