

**BY-LAWS OF THE COUNCIL OF CO-OWNERS OF  
THE PARTRIDGE**

The following By-Laws shall apply to the above-named condominium project (herein called the "Project"), located at 6503-6505 Deep Creek Drive and 6518-6520 Montero Drive, Louisville Kentucky, as described in and created by Master Deed and Declaration of Horizontal Property Regime (herein called the "Declaration") recorded in the office of the County Court Clerk of Jefferson County Kentucky at Louisville, and to all present and future owners, tenants and occupants of any apartments of the Project and all other persons who shall at any time use the Project:

**ARTICLE I  
Membership**

Section 1. Qualification. All owners of apartments of the Project shall constitute the Council of Co-Owners, herein called "Council." The owner of any apartment upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Council shall automatically cease. Voting shall be on a percentage of common interest basis as expressed in Section 7 hereof.

Section 2. Place of Meetings. Meetings of the Council shall be held at the Project or such other suitable place convenient to the apartment owners as may be designated by the Board of Administration.

Section 3. Annual Meetings. The first annual meeting of the Council shall be held as soon as practicable after recording of the Declaration upon the call of at least ten percent (10%) of the apartment owners. Thereafter the annual meetings of the Council shall be held within three months after the end of each accounting year.

Section 4. Special Meetings. Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the apartment owners and presented to the Secretary.

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Council's record of ownership, at least five days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his apartment in the Project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Council's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner

unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of the apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners at any meeting at which a quorum is present shall be the acts of the Council except as otherwise provided herein. The term "majority of apartment owners" in these by-laws means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration, and any other specified percentage of the apartment owners contained in these bylaws means the owners of apartments to which are appurtenant: such percentage of the common interests.

Section 7. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which each apartment is entitled shall be the percentage of the common interests assigned to such apartment in the Declaration. Votes may be cast in person or by proxy by the respective apartment 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 apartment 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 apartment in such capacity.

Section 8. Proxies and Pledges. The authority given by any apartment owner to another person to represent him at meetings of the Council shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary, Administrator or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 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 apartment owners present, whether or not a quorum be 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 II BOARD OF ADMINISTRATION

Section 1. Number and Qualifications. The affairs of the Council and the Project shall be governed by a Board of Administration composed of the President, Secretary, Treasurer, and four (4) additional directors. One director, known as a Building Representative, shall be elected from each building. All Board members shall be owners and residents of Jefferson County, and all Building Representatives shall be residents of the project. Building Representatives may also serve as Officers, and Officers may serve as Building Representatives. The Board members shall serve without compensation.

Section 2. Powers. The Board of Administration shall have all powers necessary for the administration of the affairs of the Council and may do all such acts and things therefor as are not by law, the Declaration or these By-laws directed to be exercised or done only by the apartment owners, except that the Board shall submit to a vote of the Council any proposed expenditure in excess of \$1000.00. Additional funds must be available for any such expenditure.

Section 3. Election and Term. Election of Board members shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. All directors shall be elected by the Council of Co-Owners annually and shall serve until their respective successors have been elected, subject to removal as herein provided.

Section 4. Vacancies. Vacancies in the Board of Administration shall be filled by vote of a majority of the Council, and each person so elected shall be a director until his successor is elected at the next Annual Meeting. Death, incapacity or resignation of any director, or his continuous absence from the State of Kentucky for more than six (6) months, shall cause his office to become vacant.

Section 5. Removal of Board Members. At any regular or special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment 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 apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. Regular Meetings. Regular Meetings of the Board of Administration shall be held at the call of the President or a majority of the Board members, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least one day prior to the date of such meeting.

Section 7. Special Meetings. Special Meetings of the Board of Administration may be called by the President on at least eight hours, notice to each director, given personally or by telephone or telegraph, 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 directors.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Administration any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 9. Quorum of Board. At all meetings of the Board of Administration a majority of the total number of directors 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. If less than a quorum shall be present at any meeting of the Board, 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.

Section 10. Fidelity Bonds. The Board of Administration may require that all officers, employees and agents of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

### ARTICLE III Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Secretary, and a Treasurer, who shall be elected by the Council of Co-owners. The offices of Secretary and Treasurer may be combined in one person. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

Section 2. Election and Term. The officers shall be elected by the Council at its Annual Meeting for a term of one (1) year and shall hold office at the pleasure of the Council.

Section 3. Removal. Removal of any officer shall be in accordance with Article II, Section 5.

Section 4. President. The President shall be the chief executive officer of the Council and shall preside at all meetings of the Council and of the Board of Directors. 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. He shall also have such other powers and duties as may be provided by these By-laws or assigned to him from time to time by the Board.

Section 5. Secretary. The Secretary shall attend and keep the Minutes of all meetings of the Council and of the Board of Administration, give all notices thereof as provided by these By-laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Council as the Board may direct. The duties of this office may be assigned from time to time to the Managing Agent. He will not be a voting member of the Council or the Board of Administration.

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

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

ARTICLE IV  
Administration

Section 1. Management. The Board of Administration shall at all times manage and operate the Project and have such powers and duties as may be necessary or proper therefor, including without limitation the following:

- (a) Supervision of the immediate management and operation of the Project;
- (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 provide for all water and utility services required for the common elements;
- (d) Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expense as determined by the Board;
- (e) Employment, supervision, and dismissal of such personnel as may be necessary for the maintenance and operation of the Project;
- (f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;
- (g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the project required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Council or the Board;
- (i) Notification of all persons having any interest in any apartment, according to the Council's record of ownership, of delinquency exceeding 60 days in the payment of any assessment against such apartment;
- (j) Assignment and supervision of motor vehicle parking, within and without the parking garage including the authority to make reasonable rules and charges in regard thereto.
- (k) Supervision of the use of the common elements.

Section 2. Managing Agent. The Board of Administration may employ from time to time a responsible Managing Agent to manage and control the Project 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 of Administration, shall represent the Council or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Council, the common elements or more than one apartment, 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 apartment 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 Council by such person or persons as shall be provided by general or special resolution of the Board of Administration or, in the absence of any such resolution applicable to such instrument, by the President or the Treasurer.

## ARTICLE V Obligations of Apartment Owners

Section 1. Assessments. All apartment owners shall pay to the Board of Administration or, if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly installments of assessments against their respective apartments for common expenses of the Project in accordance with the Declaration, a monthly sum determined by the Board of Administration 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 apartment. In the event any apartment owner is delinquent in the payment of any monthly assessment for a period in excess of thirty days, the Board of Administration may at its discretion sever or disconnect all utility connections to his apartment after five days' written notice.

Section 2. Maintenance of Apartments. Every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, 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 apartment and the interior decorated or finished surfaces of all walls, floors and ceilings of such apartment, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in 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 of Administration or the Managing Agent. Every apartment owner and occupant shall reimburse the Council promptly on demand 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 or occupant or any person under either of them and shall give prompt notice to the Board of Administration or Managing Agent of any such loss or damage or other defect in the Project when discovered.

Section 3. Use of Project.

(a) All apartments of the Project shall be used only for one-family residential apartment purposes.

(b) All common elements of the Project shall be used only for their respective purposes as designed.

(c) No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walk-ways, 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 apartment owner and occupant shall at all times keep his apartment and any entry or yard appurtenant thereto 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 or the Council for the time being applicable to the use of the Project.

(e) No apartment owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his apartment or the Project nor alter or remove any furniture, furnishings or equipment of the common elements .

(f) No apartment owner or occupant shall erect or place in the Project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the Project, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, if so required by the Board, unless approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners or apartments thereby directly affected.

(g) No signs, posters or bills may be placed or maintained in the Project unless approved by a majority of apartment owners, except that an owner may place and maintain "FOR SALE" or "FOR RENT" or similar type sign in front of the Project building for a reasonable time, not to exceed 3-feet by 2-feet in size.

(h) No apartment owner shall decorate or landscape any entrance, hallway or planting area appurtenant to his apartment except in accordance with standards therefor established by the Board of Administration or specific plans approved in writing by the Board.

(i) 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.

(j) No garments, rugs or other objects shall be hung from the windows or facades of the Project.

(k) No rugs or other objects shall be dusted or shaken from the windows of the Project or cleaned by beating or sweeping on any hallway or exterior part of the Project.

(l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project outside of the disposal facilities provided for such purpose.

(m) No livestock, poultry, rabbits or other such animals shall be allowed or kept in any part of the Project. Household pets, such as dogs and cats, shall be allowed, subject to regulation by the Board.

(n) No apartment owner or occupant shall without the written approval of the Board of Administration 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 Project or protruding through the walls, windows or roof thereof.

(o) Nothing shall be allowed, done or kept in any apartments or common elements of the Project 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 thereon maintained by or for the Council.

(p) The developer, Comreal, Inc., or its agent, shall have the right to maintain and show apartments, including the maintenance and showing of a model apartment, until all the apartments in the Project have been sold originally. Thereafter, an apartment owner, or his agent, shall have the right to show his apartment at reasonable times of the day for the purpose of sale or lease.

Section 4. House Rules. The Board of Administration may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Project not inconsistent with any provision of law, the Declaration or these by-laws.

Section 5. Expenses of Enforcement. Every apartment owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorneys fees incurred by or on behalf of the Council in collecting any delinquent assessments against such apartment, foreclosing its lien therefor or enforcing any provisions of the Declaration or these by-laws against such owner or any occupant of such apartment.

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

Section 7. Mortgages. Any apartment owner who mortgages his apartment, or any interest therein, shall notify the Board of Administration through the Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board of Administration or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment, or interest therein, shall report to such person the amount of any assessments against such apartment then due and unpaid.

## ARTICLE VI Miscellaneous

Section 1. Amendment. These by-laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of seventy-five percent (75%) of



the apartment owners at any meeting of the Council duly called for such purpose. Written notice of the proposed amendments must be sent to each Council member at least ten (10) days prior to the date of the meeting.

Section 2. Indemnification. The Council shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on 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 director or officer of the Council, except in relation to matters as to which he 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 invalid any other provision hereof which can be given effect. Nothing in these By-laws shall be deemed or construed to authorize the Council or Board of Administration to conduct or engage in any active business for profit on behalf of any or all of the apartment owners.

#### CERTIFICATE OF ADOPTION

The undersigned Owners of all apartments of the Project ... hereby adopt the foregoing as the By-laws of the Council of Co-owners of the Project this 27th day of July, 1972.

COMREAL, INC.

By Robert H. Woodruff, President