

AMENDED AND RESTATED BY- LAWS OF  
COUNCIL OF CO-OWNERS OF GLENVIEW EAST

EXHIBIT D

9/10/16

GLENVIEW EAST CONDOMINIUMS, a horizontal property regime, duly organized and constituted pursuant to KENTUCKY LAW by virtue of the Declaration of Master Deed for Glenview East Condominiums dated the 20th day of May, 1974, of record in Deed Book 4842, Page 830, in the office of the Clerk of Jefferson County, Kentucky, does hereby amend the By-Laws for said Condominium Regime.

WITNESSETH:

WHEREAS, the By-Laws for Council of Co-Owners of Glenview East, were recorded with the Jefferson County Clerk's Office in Deed Book 4728, Page 543, and have been amended from time to time; and

WHEREAS, the By-Laws state that the By-Laws may be amended by the affirmative vote of members representing fifty-one percent (51%) of the total outstanding percentage of ownership of the Condominium Project, and shall become effective only upon the recordation among the Land Records for Jefferson County, Kentucky; and

WHEREAS, it is the desire of the Council of Co-Owners of Glenview East to replace the existing By-Laws with these Amended and Restated By-Laws; and

WHEREAS, as evidenced by the signature of the Secretary for the Council of Co-Owners of Glenview East, subscribed at the end of this document, said Secretary states that members representing fifty-one percent (51%) of the total outstanding percentage of ownership of the Condominium Project, have affirmatively voted to approve these Amended and Restated By-Laws;

WHEREAS the By-Laws are hereby amended and restated to read as follows:

ARTICLE I

Name and Location

SECTION 1: Name and Location: The name of this Association is "COUNCIL OF CO-OWNERS OF GLENVIEW EAST" (hereafter referred to as the 'Council'). Its principal office is located at 5100 US Highway 42, Louisville, Jefferson County, Kentucky 40241.

SECTION 2: These By-Laws are established in contemplation of, and pursuant to HORIZONTAL PROPERTY LAW OF COMMONWEALTH OF KENTUCKY, KRS 381 .805 through 381 .910, as well as the KENTUCKY CONDOMINIUM ACT, KRS 381.9101 through 381.9207 and for the administration of the building or buildings constituted into a horizontal property regime known as GLENVIEW EAST CONDOMINIUMS.

ARTICLE II

Definitions

SECTION 1: Master Deed: "Master Deed" as used herein means the Amended and Restated Master Deed made the 11 day of NOV, 2016, by the requisite unit owners, pursuant to the requirements of the certain original Master Deed of record in Deed Book 4728, Page 520, and as amended by instruments of record in Deed Book 4732, Page 401; Deed Book 4739, Page 394; Deed Book 4748, Page 1002; Deed Book 4754, Page 692; Deed Book 4756, Page 107; Deed Book 4912, Page 480 and Deed Book 4912, Page 487, all in the Office of the County Clerk of Jefferson County, Kentucky, made pursuant to HORIZONTAL PROPERTY LAW OF COMMONWEALTH OF

KENTUCKY, KRS 381.805 through 381.910 as well as the KENTUCKY CONDOMINIUM ACT, KRS 381.9101 through 381.9207, by which certain described premises (including land) are submitted to the condominium property regime and which Amended and Restated Master Deed is recorded among the Land Records for Jefferson County, Kentucky, immediately prior hereto and to which these By-Laws are appended.

SECTION 2: Other Definitions: Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Master Deed or in KRS 381.805 through 381.910 and KRS 381.9101 through 381.9207. The word "Grantor" as used hereinafter refers to the Developer, HAROLD V. BOMAR, JR., and SHIRLEY G. BOMAR, his wife, their successor's or assigns. Unless otherwise indicated hereinafter, the term "Common Elements" shall include both "General" and "Limited" common elements. The words "condominium unit" or "unit" are to be considered synonymous with the designations "Condominium Home" and "Condominium" in KRS 381.805 through 381.910 and KRS 381.9101 through 381.9207. The term "Condominium Project" shall mean that which is defined as the Condominium Project in Article I of the Amended and Restated Master Deed for Glenview East Condominiums.

### ARTICLE III

#### Membership

SECTION 1: Members: Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a unit within the Condominium Project shall be a member of the Council, provided, however, that any person, group of persons, corporation, trust or other legal entity or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member.

SECTION 2: Liquidation Rights: In the event of any voluntary or involuntary dissolution of the Council, each member of the Council shall be entitled to receive out of the assets of the Council available for distribution to the members an amount equal to that proportion of such assets which is equal to the percentage of ownership.

### ARTICLE IV

#### Meeting of Members

SECTION 1: Place of meetings: Meetings of the Membership shall be held at the principal office or place of business of the Council, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

SECTION 2: Annual Meeting: The annual meetings of the members of the Council shall be held on the 1st Wednesday of June each year, or at such date as necessary. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of ARTICLE V, Section 4 these Amended and Restated By-Laws. The members may also transact such other business of the Council as may properly placed before them.

**SECTION 3: Special Meeting:** It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total percentage of ownership of the Condominium Project having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of members representing four-fifths (4/5ths) of the percentage of ownership of the Condominium Project present, either in person or by proxy.

**SECTION 4: Notice of Meeting:** It shall be the duty of the Secretary to send a written notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to the management agent, as defined in ARTICLE IV, Section 2 to each member of record, at his address as it appears on the membership book of the Council, or if no such address appears, at his last known place of address, at least twenty-five (25) but not more than fifty (50) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the member at his unit or last known address or via email at an email address provided by the member. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

**SECTION 5: Quorum:** The presence, either in person or by proxy, of members representing at least a majority of the total percentage of ownership of the Condominium Project shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members.

**SECTION 6: Adjourned Meetings:** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**SECTION 7: Voting:** The percentages of common interest established by the Master Deed shall be applicable to voting rights. At every meeting of the members, each of the members shall have the right to cast one vote per unit based upon the percentages established in the Amended and Restated Master Deed for each membership which he owns on each question. The vote of the members representing a majority of the total value of the Condominium Project, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Amended and Restated Master Deed or of these Amended and Restated By-Laws, a different vote is required, in which case such express provisions shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such value shall not be counted for purposes of deciding the question. No member shall be eligible to vote, either in person or by proxy, or to

be elected to the Board of Directors, who is shown on the books or management accounts of the Council to be more than thirty (30) days delinquent in any payment due the Council.

SECTION 8: Proxies: A vote may be cast in person or by proxy. Proxies may be used for the election of members to the Board of Directors at the Annual Meeting, or for votes taken whenever paper ballots will be used. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving how to vote to the proxy holder's discretion). Proxies may be granted by any Member (Owner) to:

- (i) another person or
- (ii) with respect to instructed proxies, the proxy shall be filed with the Management Agent within three days prior to the opening of the meeting for which it was granted and the Management Agent shall cast the vote as instructed. All other proxies must be submitted prior to the start of the applicable meeting.
- (iii) No person shall hold more than five (5) proxies.

Proxies shall be signed by the Owner who is granting the proxy, shall be witnessed, shall contain the full name and address of the witness, shall be dated, and shall name the person who is to cast the proxy. If the owner is unable to sign, the proxy may be signed by a person who has legal authority to do so, such as a person with an appropriate power of attorney, a legal guardian, or the executor of an estate, etc., at the time of execution thereof. All proxies shall terminate upon notice of revocation filed with the Secretary or after the date of each proxy or any recess or adjournment of that meeting held within thirty (30) days. Presence of the Owner or valid legal representative at the meeting for which a proxy has been given shall automatically revoke the proxy.

SECTION 9: Order of Business: The order of business at all regularly scheduled meetings of the regular members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of directors.
- (g) Unfinished Business
- (h) New Business

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V  
Directors

SECTION 1: Number and Qualifications: The affairs of the Council shall be governed by the Board of Directors (hereinafter sometimes referred to as "Board of Directors") composed of at least five (5) natural persons and not more than nine (9) natural persons, who shall be members of the Council.

SECTION 2: Powers and Duties: The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council and the Condominium Project and may do all such acts and things as are not by law or by these Amended and Restated By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

- (a) Care, upkeep and surveillance of the Condominium Project and its general and limited Common Elements and services in a manner consistent with law and the provisions of these Amended and Restated By-Laws and the Amended and Restated Master Deed.
- (b) Establishment and the collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these Amended and Restated By-laws and the Amended and Restated Master Deed, and shall establish an assessment system concerning the garage spaces so as to allocate expenses concerning the garage areas to the owners thereof.
- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium Project and for the proper care of the general and limited Common Elements and to provide services for the Condominium Project in a manner consistent with law and the provisions of these Amended and Restated By-Laws and the Amended and Restated Master Deed.
- (d) Promulgation and enforcement of such rules and regulations and such restrictions and/or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium Project and the use of the General and Limited Common Elements as are designated to prevent unreasonable interference with the use and occupancy of the Condominium Project and of the General and Limited Common Elements by the members, all of which shall be consistent with law and the provisions of these Amended and Restated By-Laws and the Amended and Restated Master Deed.
- (e) Authorization of, in their discretion, refunds from excess residual receipts when and as reflected in the annual report.

SECTION 3: General Manager: The Board of Directors shall employ for the Council a general manager (the "General Manager") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in subsections (a) through (d) of Section 2 of this ARTICLE.

SECTION 4: Election and Term of Office: The term of the Directors named herein shall expire when their successors have been elected at the annual meeting of members and are duly qualified. At the first annual meeting of the members, the term of office of the two (2) elected Directors receiving the greatest number of votes were fixed for three (3) years. The term of office of the elected Directors receiving the third and fourth greatest number of votes were fixed at two (2) years. The term of office of the elected Director receiving the fifth greatest number of votes was fixed at one (1) year. At the expiration of the initial term of office of each respective elected Director, his successor or their successors shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have

been elected and hold their first meeting. If additional elected Directors over the original five (5) are authorized, their terms shall be designed so that the number of Directors to be elected in any one year shall approximate as closely as possible one third (1/3rd) of all the elected Directors.

SECTION 5: Vacancies: Vacancies among the elected Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term. No elected Director may appoint a proxy.

SECTION 6: Removal of Directors: At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council of Co-Owners and a successor may then and there be elected to fill the vacancy thus created to serve until the next annual meeting. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Council shall be automatically terminated and the remaining Directors shall appoint his successor.

SECTION 7: Compensation: No compensation shall be paid to Directors for their services as Directors.

SECTION 8: Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

SECTION 9: Regular Meetings: Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least fifteen (15) days prior to the day named for such meeting.

SECTION 10: Special Meetings: Special Meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3rd) of the Directors.

SECTION 11: Waiver of Notice: Before or at any meeting of the Board of Directors, 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 of Directors shall be a waiver of notice by him of the time, place and

purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

SECTION 12: Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is not present, any business which might have been transacted at the meeting as originally called may not be transacted without further notice. No proxies are allowed at Board of Directors meetings.

SECTION 13: Action without Meeting: Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

SECTION 14: Fidelity Bonds: The Board of Directors shall require that all officers and employees of the Council handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

#### ARTICLE VI

##### Officers

SECTION 1: Designation: The principal officers of the Council shall be: a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The officers of the Council shall be chosen from the members of the Board of Directors. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

SECTION 2: Election of Officers: The officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

SECTION 3: Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4: President: The President shall be the chief executive officer of the Council. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of President of a corporation, including but not limited to, the power to appoint

committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council.

SECTION 5: Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

SECTION 6: Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Council; he shall have custody of the seal of the Council; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7: Treasurer: The Treasurer shall have responsibility for the Council's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board of Directors.

#### ARTICLE VII

##### Liability and Indemnification of Officers and Directors

SECTION 1: Liability and Indemnification of Officers and Directors: The Council shall indemnify every Officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council) to which he may be made a party by reason of being or having been an Officer or Director of the Council whether or not such person is an Officer or Director at the time such expenses are incurred. The Officer and Directors of the Council shall not be liable to the members of the Council for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council or the Condominium Project (except to the extent that such Officers or Directors may also be co-owners of condominium units) and the Council shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Council, or former Officer or Director of the Council, may be entitled.

SECTION 2: Common or Interested Directors: The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and the Condominium Project. No contract or other transaction between the

Council and one or more of its Directors, or between the Council and any corporation, firm or association (including the Grantor) in which one or more of the Directors of this Council are directors or officers or are pecuniary or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following sub-paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

Common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction. They may not vote on any contract or transaction in which they have a pecuniary or business interest

#### ARTICLE VIII

##### Management

SECTION 1: Management and Common Expenses: The Council, acting by and through its Board of Directors, shall manage, operate, and maintain the Condominium Project and, for the benefit of the condominium units and the co-owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, the following:

(a) The cost of providing heat, air conditioning, water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements, for the condominium units, the cost of operating and maintaining any and all television and radio distribution systems, and recreational facilities, all or any of which may be done directly or through an independent contractor.

(b) The cost of fire and extended coverage and liability insurance on the Condominium Project and the cost of such insurance as the Council may effect.

(c) The cost of the services of one or more persons or firms to manage the Condominium Project or General Manager to the extent deemed advisable by the Council together with the services of such other personnel as the Board of Directors of the Council shall consider necessary for the operation of the Condominium Project.

(d) The cost of providing such legal and accounting services as may be considered necessary for the operation of the Condominium Project.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Common Elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same provided, however,

that nothing herein contained shall require the Council to paint, repair or otherwise maintain the interior of any condominium unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements, provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specifically assessed to the owner or co-owners thereof in the manner provided in Section I (g) of this ARTICLE.

(g) The cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance or value of the Condominium Project or is otherwise in the interest of the general welfare of all co-owners of the condominium units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner or co-owners of the condominium unit proposed to be maintained and provided further that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner or co-owners of said condominium unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner or co-owners in all respects as provided in ARTICLE IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium Project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the common elements rather than the interest therein of the owner or co-owners of any individual condominium unit.

(i) Any amount necessary to pay real estate taxes or other governmental charges of whatever nature assessed on or against the general or limited common elements of the Condominium Project, and all other taxes and assessments levied against the Council or upon any property which it may own or it is otherwise required to pay, if any.

(j) Any amount deemed necessary or desirable by the Board of Directors to be placed in a reserve for replacement of any common elements.

**SECTION 2: General Manager.** The Council may, by contract in writing, delegate any of its duties, powers or functions to the General Manager, provided that such delegation shall be revocable upon no more than one hundred eighty (180) days written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the General Manager of any such duty, power or function so delegated.

**SECTION 3: Duty to Maintain.** Except for maintenance requirements herein imposed upon the Council, if any, the co-owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances, or fixtures therein situated, and its other appurtenances (including without limitation, any balcony, deck, terrace or patio, either existent or proposed) appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for exclusive use by the owner(s) of a particular condominium unit, in good order, condition and, repair, free and clear of ice and snow, and in such clean

and sanitary condition as may at any time be necessary to maintain the good appearance of his condominium unit and shall, at his own expense, maintain, repair, or replace any plumbing and electrical fixtures, outlets and receptacles, lighting fixtures, refrigerators, freezers, air conditioning, compressor, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be in or appurtenant to such condominium unit. The Council of Co-owners may, from time to time, through its By-Laws, accept the obligation to make certain repairs or perform maintenance services to facilities owned by the individual owner or co-owners and apportion the cost thereof as a common expense, or in the alternative, may eliminate the repair and maintenance of facilities contained within the condominium units, and require the owner or co-owners thereof to perform repair and maintenance at the expense of such owner or co-owners. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Project shall be the same and fall upon the same persons as the responsibility for the maintenance and repair of the Condominium Project concerned. Maintenance charges owed by any unit owner shall become a lien against said owner's unit or units if not paid within thirty (30) days after billing. Said lien shall be inferior to any mortgage on the unit.

SECTION 4: Windows and Doors: The owner(s) of any condominium unit shall, at his own expense, clean and maintain both of the surfaces of all windows of the condominium unit and shall, at his own expense, clean and maintain the interior surface of all entry doors of the condominium unit, including the interior surface of any door leading to any balcony, deck, terrace or patio, appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for exclusive use by the owner(s) of a particular condominium unit.

SECTION 5: Access to Reasonable Times: For the purpose solely of performing any of the repairs or maintenance required or authorized by these Amended and Restated By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Board of Directors, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner(s) or occupant(s), to enter any condominium unit at any hour considered to be reasonable under the circumstances.

SECTION 6: Easements for Utilities and Related Purposes: The Board of Directors is authorized and empowered to grant such licenses, easements and/or rights-of-way for sewer lines, water lines, television and radio distribution systems, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium Project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Elements, or for the preservation of the health, safety, convenience and/or welfare of the owner(s) of the condominium units or the Grantor.

SECTION 7: Limitation of Liability: The Council shall not be liable for any failure of any services to be obtained by the Council or paid for out of the common expense funds, including, but not limited to, those enumerated in ARTICLE VIII, Section 1 hereof, or for injury or damage to persons or property caused by the elements or by the owner(s) of any condominium unit or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or

equipment, or from fire and storm damage. The Council shall not be liable to the owner(s) of any condominium unit for the loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements, including but not limited to, owners) parking areas, storage areas, pool and sauna locker rooms and other recreational or hobby faculties. No diminution or abatement of common expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Council to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE IX

### Assessments

SECTION I: Annual Assessments and Common Expenses: Each member shall pay in advance to the Council, on such date as is specified by the Council, a monthly sum (herein elsewhere sometimes referred to as "assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Council, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following (all of which are sometimes elsewhere herein referred to as "Common Expenses"):

- (a) The cost of all operating expenses of the Condominium Project and services furnished, including charges by the Council for facilities and services furnished by it and all costs required to be paid by the Council as set forth in ARTICLE VIII, Section I of these By-Laws.
- (b) The cost of funding all reserves established by the Council, including when appropriate, a general operating reserve and/or a reserve for replacements.
- (c) The estimated cost of repairs, maintenance and replacements of the Condominium Project to be made by the Council.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors of the Council shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Council and shall be open to inspection by any owner(s) upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next assessment period, shall not be deemed a waiver or modification in any respect of the provisions of this ARTICLE, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of any condominium unit belonging to him.

Section 2: Special Assessments: In addition to the regular assessments authorized by this ARTICLE, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of

defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium Project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the Co-Owners representing two-thirds (2/3rds) of the total value of the Condominium Project. A meeting of the Co-Owners shall be duly called for this purpose, written notice of which shall be sent to all members at least fifteen (15) days but not more than thirty (30) days in advance of such meeting, which notice shall set for the purpose of the meeting.

SECTION 3: Reserve for Replacements: The Board of Directors shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a financial institution, or may, in order to allow for the growth of the reserve funds, at the discretion of the Board of Directors, be invested in bonds (investment grade, rated "AA" or better) and/or other instruments of currency which allow for a better return on investment than the mere deposit of funds into a bank account, money market account or certificates of deposit. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the Condominium Project and for operating contingencies of a nonrecurring nature. The amounts required to be allocated to the reserve for replacements may be changed by appropriate resolution of the Board of Directors. The proportionate interest of any owner or co-owners in any reserve for replacements shall be an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

SECTION 4: Non-Payment of Assessment: Any assessment levied pursuant to these Amended and Restated By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the condominium unit or units belonging to the member against whom such assessment is levied, and shall bind upon such condominium unit or units in the hands of the then owner(s), their heirs, devisees, personal representatives and assigns, all in accordance with the provisions of KRS 381.883 and KRS 381.9193. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these Amended and Restated By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

SECTION 5: Remedies for Non-Payment of Assessment: Any assessment levied pursuant to the Amended and Restated Master Deed or these Amended and Restated By-Laws, or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at a rate not to exceed eight percent (8%) per annum, and the Council may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the condominium unit or units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees shall be recoverable from the unit owner(s). The Council shall notify the holder of the first mortgage on

any condominium unit for which any assessment levied pursuant to these Amended and Restated By-Laws becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner(s) of such condominium unit are in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

**SECTION 6: Seller's Certificates:** The Council shall, upon request at any time, furnish to any member a certificate in writing as required pursuant to KRS 381.9201 and KRS 381.9203. A charge as allowed for in KRS 381.9167(1) shall be charged to the unit owner(s) for the preparation of such certificate.

**SECTION 7: Priority of Lien:** The lien established by this ARTICLE and by KRS 381.883 and KRS 381.9193 shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on the condominium unit; and
- (b) The liens of any first mortgage duly recorded on said condominium unit, after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said mortgage.

**SECTION 8: Subordination and Mortgage Protection:** Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Amended and Restated By-Laws upon any condominium unit in the Condominium Project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provision of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

**SECTION 9: Additional Default:** Any recorded first mortgage secured on a condominium unit in the Condominium Project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these Amended and Restated By-Laws, or any installment thereof, shall likewise be a default in such mortgage (or the

indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such first mortgage (or the indebtedness secured thereby) by reason of Section 7 of this ARTICLE shall not be altered, modified or diminished by reason of such failure.

SECTION 10: Definition: As used in these Amended and Restated By-Laws, the term "Mortgage" shall include deed of trust and the term "holder" or "Mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

#### ARTICLE X

##### Use Restrictions

SECTION 1: Residential Use: All condominium units shall be used for private residential purposes exclusively except for such temporary non-residential uses as maybe permitted by the Board of Directors from time to time.

SECTION 2: Financial Responsibility, etc.: The right to use or occupy any condominium unit within the Condominium Project, reside therein permanently or otherwise, and the right to sell, lease (see section 7 below) or otherwise transfer or convey any condominium unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in theses Amended and Restated By-Laws. No such restriction shall be based upon race, religion, sex or place of national origin.

SECTION 3: Transfer Request Notice:

A. Sale: No condominium unit owner may dispose of a condominium unit or any interest in a condominium unit by sale without prior written notice to the Board of Directors, on such form as provided by the Board of Directors.

B. Lease:

(1) Except as otherwise provided herein, no condominium unit may be Leased or rented and no condominium unit may be occupied by a tenant or other person who pays rent to the owner unless:

- (a) The unit is leased to or occupied by a member of the owner's immediate family:  
Immediate family as used herein shall mean spouse, parents, grandparents, children of the owner (whether they be natural, step or adopted), brothers, or sisters of the owner.

(2) No condominium unit shall be rented for or used for transient or hotel purposes. No customary hotel services such as room service, food or beverage service, maid service, laundry service or bellboy service shall be furnished.

(3) No portion of any condominium unit other than the entire unit shall be leased.

(4) All Leases permitted by these Amended and Restated By-Laws shall be for a term of not less than nor more than two (2) years.

(5) All Leases shall contain the provision that the Lease in all respects is subject to and subordinate to the provisions and terms of the Amended and Restated Master Deed, the Amended and Restated By-Laws and

to such rules and regulations relating to the use of the Common Elements or other "house rules" as the Board of Directors may from time to time promulgate.

(6) All Leases of units entered into shall be subject to approval by the Board of Directors of the Council of Co-Owners. Promptly after execution of any Lease and prior to any occupancy by the tenant, the owner shall give notice to the Board of Directors of the Council of Co-Owners of the intent to lease along with the name and current address of the proposed Lessee. The notice shall also include a conformed copy of the Lease together with such information in writing or verbally requested by the Board of Directors. The Board of Directors shall within thirty (30) days after receipt of such notice and information either approve or disapprove the Lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Council of Co-Owners in recordable form, which shall be delivered to the Lessee, and at the election of the Board of Directors, recorded in the Jefferson County Clerk's Office at the expense of the Lessee. If the Board of Directors fails to act within said thirty (30) days, the Lease shall be deemed approved.

(7) So long as the owner does not change ownership of his, her or its respective Unit, Units Numbers 111, 311, 541, 714, 825, 834, 911, 1024, 1032 and 1141 may continue to be leased subject to the terms of the Amended and Restated Master Deed, Amended and Restated By-Laws, and Rules of Glenview East Condominium. If ownership of any said Unit is transferred then the privilege to lease said Unit is extinguished at the termination of the then current lease, the unit number is automatically removed from this subparagraph, and the owner and Unit shall thereafter be subject to all of the terms and conditions of the Amended and Restated By-Laws. All other Units shall be subject to all of the terms of the Amended and Restated By-Laws.

SECTION 4: Prohibited Uses and Nuisances:

(a) No noxious or offensive activity shall be carried on in any condominium unit, nor shall anything be done or be permitted to remain in any condominium unit which may be or become a nuisance or annoyance to the other owners. Residents of Glenview East Condominiums shall exercise extreme care not to disturb other residents with excessive noise, or the use of radios, musical instruments, telephones or amplifiers.

(b) There shall be no obstruction of any Common Elements. Nothing shall be stored upon any Common Elements (excepting those areas designated for storage of personal property by the owners of the condominium units) without the approval of the Board of Directors. Vehicular parking upon General Common Elements may be regulated or assigned by the Board of Directors. There shall be no repairing of motor vehicles in the parking area.

(c) Nothing shall be done or maintained in any condominium unit or upon any Common Elements which will increase the rate for insurance on the condominium unit or any Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon any Common Elements which would be in violation of any law. No waste shall be committed upon any Common Elements.

(d) No structural alteration, construction, addition, or removal of any condominium unit or Common Elements shall be commenced or conducted except in strict accordance with the provisions of the Amended and Restated Master Deed.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any Common Element, except that this shall not prohibit the keeping of one (1) small dog (as hereinafter defined), 2 cats and/or 2 caged birds as domestic pets provided they are not kept or maintained for commercial purposes or for breeding. "Small dog" as used and defined in these Amended and Restated By-Laws shall mean a dog that weighs not more than twenty-five (25) pounds at full maturity. The following breeds of dogs are specifically prohibited from being kept in or occupying any condominium unit: Pit Bull, Rottweiler, Doberman or German Shepherd. No other animals are allowed without prior approval of the Board of Directors. Service animals that exceed the above rules require submission, to the Board of Directors, of proof of need and training of the animal.

All resident owners of pets must, before having their pet reside in or occupy with their owner in any condominium unit, register that pet in the Glenview office.

The following, in addition to the foregoing, shall be applicable to all pet owners in the Glenview: All pets shall be kept within the boundaries of their owners' units at all times, except when entering or leaving their unit.

When being taken to and from units, dogs must be on a leash not to exceed six (6) feet in length. Cats must be restrained. Only the service elevator may be used for pets. No pets are permitted in any part of the Common Elements, except the hallways for the purpose of gaining access to the service elevator. Owners with their pets are restricted to the use of the basement floor garage service entrances. Pets are prohibited from walking on the front lawn or walkways. Owners are permitted to let their pets use only the areas on the condominium property that are designated for pets, and should an accident occur, the owner of the pet shall clean up any defecation immediately, and remove it to an appropriate disposal site. Pets must be taken to the marked condominium property for the purpose of exercise and any other function.

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In addition, owners will comply with all Louisville/Jefferson County Metro Government ordinances, including but not limited to, vaccinations and proper disposal of feces from their pets.

Pet owners shall maintain insurance to cover any incident arising out of or caused by their ownership of any pet. Upon request by the Board of Directors, copies of said insurance shall be delivered to the Board.

Pet owners who violate this Amended and Restated By-Laws or any Rule promulgated by the Board regarding pets will be subject to a \$25.00 charge for each incident. After three (3) violations, the Board of Directors shall have the authority to ask the pet to be removed from the Glenview.

(f) No signs of any character which are visible from the outside of a condominium unit shall be erected, posted or displayed upon, from or about any condominium unit. No sign may be posted upon, in, or on any of the Common Elements without the permission of the Board of Directors. No owner or co-owner or other resident or tenant of Glenview East Condominiums shall post any advertisements or posters of any kind on any part of the

exterior of the buildings of Glenview East Condominiums or elsewhere on the land, except on a designated area specified by the Board of Directors within property.

(g) The entrance doorways, steps, and approaches thereto, as well as the halls and passageways of all buildings shall be used only for ingress and egress. Children shall not be allowed to run or play in such areas.

(h) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any Common Elements except where expressly authorized by the Council. Trash and garbage containers shall not be permitted to remain in public view, except those provided by the Council or Management Agent.

(i) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Common Elements at any time. No clothing, laundry, rugs or wash shall be hung from or spread upon any balcony, windows, patio or exterior portion of a condominium unit, or in or upon a General Common Element. No boats, motorcycles, or campers shall be stored on parking areas. The Board of Directors may set aside special area or areas for storage of boats, motorcycles or campers.

(j) No owner(s) or other resident shall install or have installed any electrical or telephone wire, television antenna, or other antenna, air conditioning unit or other machine or device on the exterior of any building or upon any patio or balcony in Glenview East Condominium or in such fashion that it protrudes through the roof or any windows, or any walls of the building.

(k) There shall be no violation of any rules and regulations for the use of the Common Elements, or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere by these Amended and Restated By-Laws authorized to adopt such rules.

(l) No condominium unit shall be used except for residential purposes.

(m) Occupancy of all condominium units shall be in compliance with any and all Louisville-Jefferson County Metro Government ordinances, as well as any and all State and Federal laws.

## ARTICLE XI

### Architectural Control

SECTION 1: Architectural Control: Except for the original construction of the condominium units situated within the Condominium Project by the Grantor and any improvements to any condominium unit, or to the Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in these Amended and Restated By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any condominium unit or upon any of the Common Elements within the Condominium Project, or to landscape inside a patio or a balcony until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction, planting and/or any other proposed form of change (including, without limitation, any other information specified by the Board of

Directors or its designated Committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Council. Nothing contained in this Section shall be deemed to empower the Board of Directors of the Council to authorize any change in conflict with any provision of the Amended and Restated Master Deed.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, and, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this ARTICLE will be deemed to have been fully complied with.

SECTION 2: Carpets: In order to eliminate any noise caused or occasioned by walking on the floors in any condominium unit, the condominium unit owner(s) shall maintain all necessary carpeting or rugs which will eliminate all such noise. The Board of Directors shall have the right, in its sole discretion, to determine what size and quality of carpeting is necessary to comply with this provision.

## ARTICLE XII

### Insurance

SECTION 1: Insurance: The Board of Directors shall obtain and maintain, to the extent available, at least the following:

(a) Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., (100%) of "replacement cost" or the maximum amount allowable) of the Condominium Project (as determined annually by the Board of Directors) and with replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

(ii) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(b) Public liability insurance in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limit to, water damage to the extent available, legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

(e) Deductible insurance may be obtained and maintained as deemed necessary by the Board of Directors.

SECTION 2: Limitations: Any insurance obtained pursuant to the requirements of this ARTICLE shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Kentucky and holding a rating of "AAA" or better, by Best's Insurance Reports and a policy holder's rating of "A" or better.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Board may enter into any insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Council and the co-owners of all condominium units and their respective mortgagees as interest may appear. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Amended and Restated Master Deed and these Amended and Restated By-Laws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this ARTICLE be brought into contribution with insurance issued in the name of any individual condominium unit owner(s), purchased as herein permitted, by such owner(s) of a condominium unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this ARTICLE shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium apartment units.

(e) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making cash settlement, such option shall not be exercisable when in conflict with the provisions of the Amended and Restated Master Deed and these Amended and Restated By-Laws.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Board of Directors, their agents and employees, the respective condominium unit owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Board of Directors or of the respective condominium unit owners within the meaning of said waiver.

(g) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the condominium unit owners collectively; or

(ii) By failure of the condominium unit owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the condominium unit owners collectively have no control.

SECTION 3: Individual Policies - Recommendation of Council: The owner(s) of any condominium unit (including the holder or any mortgage thereon) is recommended to obtain additional insurance (including a "condominium unit owner's endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner(s)) at his own expense. Such insurance shall be written either by the same

carrier as that purchased by the Board of Directors pursuant to this ARTICLE or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 of this ARTICLE. The Board recommends that each owner(s) of a condominium unit in the Condominium Project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, or stores in storage area, additional living expense, plate-glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner(s).

### ARTICLE XIII

#### Casualty Damage - Reconstruction or Repair

SECTION 1: Use of Insurance Proceeds: In the event of damage or destruction by fire or other peril the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purposes if any.

SECTION 2: Proceeds Insufficient: In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Council at its Common Expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Council at the expense of the owner(s) of the affected condominium unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in ARTICLE IX of these Amended and Restated By-Laws.

Section 3: Restoration not Required: In the event more than Two-thirds (2/3rds) of the entire Condominium Project is substantially damaged or destroyed by fire or other casualty and members representing at least two-thirds (2/3rds) of the total value of the Condominium Project, as determined by adding the percentage of ownership of appurtenant undivided interest in the Common Elements as set forth in Exhibit B attached to the Amended and Restated Master Deed, shall resolve by vote in accordance with the provisions of Article VIII of the Amended and Restated Master Deed not to proceed with repair or reconstruction, then and in that event the Condominium Project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interests in the Common Elements, and the Condominium Project shall be subject to an action for partition at the suit of the owner(s) of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Council or its members in common shall be considered as one fund and shall be divided among the owners of all the condominium units in the same proportion as that previously established for ownership of appurtenant undivided interests in the Common Elements, as set forth in Exhibit B attached to the Amended and

Restated Master Deed, after first paying out of the share of the owners of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon said condominium unit.

ARTICLE XIV

Fiscal Management

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SECTION 1: Fiscal Years: The fiscal year of the Council shall begin on the first day of January every year. The commencement date of the fiscal year shall be subject to change by the Board of Directors should practice subsequently dictate.

SECTION 2: Books and Accounts: Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices.

SECTION 3: Auditing: At the close of every third fiscal year, or a significant change of management, the Council of Co-Owners shall have prepared a financial report and comply with any requirements as set forth in KRS 381.9197. Based upon a financial report, the Council shall furnish its members with an annual financial statement.

SECTION 4: Inspection of Books: The Books and accounts of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination, upon written request, by the members of the Council and/or their duly authorized agents or attorneys and to the institutional holder of the first mortgage on any condominium unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

SECTION 5: Execution of Council Documents: With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Council by either the President or Vice President, and all checks shall be executed on behalf of the Council by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XV

Amendments

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SECTION 1: Amendments: These Amended and Restated By-Laws may be amended by the affirmative vote of members representing fifty-one percent (51%) of the total outstanding percentage of ownership of the Condominium Project at any meeting of the members duly called for such purpose, and shall become effective only upon the recordation among the Land Records for Jefferson County, Kentucky, of an Amendment to the Amended and Restated By-Laws setting forth such amendment to these Amended and Restated By-Laws and only after compliance with ARTICLE XI A of the Amended and Restated Master Deed. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty-five percent (25%) of the total

percentage of ownership of the Condominium Project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XVI

Compliance - Interpretation - Miscellaneous

SECTION 1: Compliance: The Amended and Restated By-Laws are set forth in compliance with the requirements of KRS 381.805 through 381.910, as well as KRS 381.9101 through 381.9207.

SECTION 2: Conflict: These Amended and Restated By-Laws are subordinate and subject to all provisions of the Amended and Restated Master Deed and to the provisions of KRS 381.805 through 381.910, as well as KRS 381.9101 through 381.9207. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Amended and Restated Master Deed or the aforesaid statutes. In the event of any conflict between these Amended and Restated By-Laws and the Amended and Restated Master Deed, the provisions of the Amended and Restated Master Deed shall control; and in the event of any conflict between the aforesaid Amended and Restated Master Deed and KRS 381.805 through 381.910, as well as KRS 381.9101 through 381.9207, the provisions of the statute shall control, if applicable.

SECTION 3: Notices: Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Amended and Restated Master Deed or in these Amended and Restated By-Laws shall be given in writing.

SECTION 4: Severability: In the event any provision or provisions of these Amended and Restated By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

SECTION 5: Waiver: No restriction, condition, obligation or provision of these Amended and Restated By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

SECTION 6: Captions: The captions contained in these Amended and Restated By-Laws are for convenience only and are not a part of these Amended and Restated By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these Amended and Restated By-Laws.

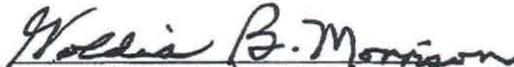
SECTION 7: Gender, etc.: Whenever in these Amended and Restated By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**SECRETARY CERTIFICATION**

The undersigned, Goldia Morrison states that she is the duly elected Secretary of the Council of Co-Owners of Glenview East Condominiums and she certifies that owners of at least fifty-one percent (51%) of the Units in said Glenview East Condominiums, at a duly called meeting of all Unit owners held on November 30, 2016, approved the foregoing Amended and Restated By-Laws of Council of Co-Owners of Glenview East

The undersigned Secretary further certifies that the written instruments bearing the signatures of each of the Unit owners who voted for the Amended and Restated By-Laws of the Council of Co-Owners of Glenview East are on file in the office of the Glenview East Condominiums.

Dated: February 3, 2017

  
SECRETARY Council of Co-Owners of  
Glenview East Condominiums

COMMONWEALTH OF KENTUCKY

SS:

COUNTY OF JEFFERSON

Subscribed and sworn to and acknowledged before me this 3 day of February, 2017 by Goldia Morrison, as Secretary of Glenview East Condominiums.

  
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission expires: May 26, 2019



# Bobbie Holsclaw

## Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2018163998**

**BATCH # 138803**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 07-13-2018 8 03:28:09 PM

LODGED BY: JAMES F STEINFELD

RECORDED: 07-13-2018 03:28:09 PM

BOBBIE HOLSCRAW

CLERK

BY: GALINA OSTROVSKAYA

DROOM SUPERVISOR

**BK: D 11197**

**PG: 855-858**

**AMENDMENT TO THE BY-LAWS**

**FOR**

**GLENVIEW EAST CONDOMINIUMS**

THIS AMENDMENT TO THE BY-LAWS of **GLENVIEW EAST CONDOMINIUMS** made this 3 day of July 2018 which Amendment having been approved at a meeting of the owners duly called for such, by the affirmative vote of owners comprising fifty-one (51%) of the floor area of the units in Glenview East:

THAT WHEREAS, by Amended and Restated Master Deed dated February 3, 2017, recorded in Deed Book 10821, Pages 11-59, in the office of the Clerk of Jefferson County, KY and

WHEREAS, Kentucky Revised Statute 381.860 states: 'The administration of the buildings constituted into a condominium property regime shall be governed by the bylaws approved and adopted by the council of co-owners. The bylaws may be amended from time to time by vote of a majority of the council.' and

WHEREAS, KRS 381.810 (9) reads "Majority of co-owners" means owners of fifty-one (51%) of the floor area of units comprising the regime;" and

WHEREAS, the owners of at least fifty-one percent (51%) of the total floor area of the units have at a duly called meeting of all Unit owners approved the following Amendment to the By-laws as evidenced by their signatures on file in the Glenview East Condominium office and made a part hereof as if fully attached hereto and

**NOW THEREFORE, THE BY-LAWS OF GLENVIEW EAST CONDOMINIUM ARE AMENDED AS FOLLOWS**

**There is added to Article XI the following SECTION 3 and SECTION 4**

**SECTION 3:** Provided, however, nothing in this Article No. XI shall prohibit an owner/resident from affixing any decorative item(s) to the walls and/or ceiling of a balcony (including ceiling fans). In addition, nothing in this Article No. XI shall prohibit an owner/resident from placing decorative items within the interior space of a balcony including the balcony floor (except floor coverings affixed to the surface of the floor of a balcony). Nothing shall be placed or affixed to the balcony railing except as provided in the Glenview Rules and Regulations. If an item placed on or affixed to the balcony is offensive in nature, the Board of Directors reserves the right to have the item(s) removed at owner/resident expense.

**SECTION 4:** Should there be a conflict between SECTION 1 and SECTION 2 and SECTION 3 of this Article XI the terms and conditions of SECTION 3 shall prevail.

Except as amended above Article XI as written shall remain the same.

Except as set forth herein, the By-laws and all previous Amendments to the By-laws are ratified and shall remain in full force and effect.

WHEREAS, the foregoing Amendment to the By-laws have been duly approved in accordance with the Amended and Restated Master Deed and By-laws.

**GLENVIEW EAST CONDOMINIUMS**

By \_\_\_\_\_

President

**SECRETARY CERTIFICATION**

The undersigned, Pamela Rochester states that she is the duly elected Secretary of the Council of Co-Owners of Glenview East Condominiums and she certifies that owners of at least fifty-one percent (51%) of the Units in said Glenview East Condominiums, at a duly called meeting of all Unit owners held on June 6, 2018 approved the foregoing Amended and Restated By-Laws of Council of Co-Owners of Glenview East.

The undersigned Secretary further certifies that the ballots of the Unit owners who voted for the above stated Amendment to the By-Laws of the Council of Co-Owners of Glenview East are on file in the office of the Glenview East Condominiums.

Dated: July 3, 2018

Pamela Rochester  
**SECRETARY** Council of Co-Owners  
Glenview East Condominiums

STATE OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing Amendment to By-laws was acknowledged and sworn to before me this 3 day of July, 2018 by Stephen Marshall as President and by Pamela Rochester as Secretary of Glenview East Condominiums was acknowledged and delivered by him/her to be his/her act and deed and the act and deed of said Glenview East Condominiums.

My commission expires: May 26, 2019

Mary Sue Carter

NOTARY PUBLIC, STATE AT LARGE, KY

This instrument prepared by:

James F. Steinfeld

JAMES F. STEINFELD  
Attorney at Law  
802 Stone Creek Pkwy. Ste 7  
Louisville, Kentucky 40223



**Bobbie Holsclaw**  
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2018163997**

**BATCH # 138803**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 07-13-2018 8 03:28:09 PM

LODGED BY: JAMES F STEINFELD

RECORDED: 07-13-2018 03:28:09 PM

BOBBIE HOLSCLAW

CLERK

BY: GALINA OSTROVSKAYA

DROOM SUPERVISOR

**BK: D 11197**

**PG: 851-854**

**AMENDMENT TO THE BY-LAWS**  
**FOR**  
**GLENVIEW EAST CONDOMINIUMS**

THIS AMENDMENT TO THE BY-LAWS of **GLENVIEW EAST CONDOMINIUMS** made this 3 day of July 2018 which Amendment having been approved at a meeting of the owners duly called for such, by the affirmative vote of owners comprising fifty-one (51%) of the floor area of the units in Glenview East:

THAT WHEREAS, by Amended and Restated Master Deed dated February 3, 2017, recorded in Deed Book 10821, Pages 11-59, in the office of the Clerk of Jefferson County, KY and

WHEREAS, Kentucky Revised Statute 381.860 states: "The administration of the buildings constituted into a condominium property regime shall be governed by the bylaws approved and adopted by the council of co-owners. The bylaws may be amended from time to time by vote of a majority of the council." and

WHEREAS, KRS 381.810 (9) reads "Majority of co-owners" means owners of fifty-one (51%) of the floor area of units comprising the regime;" and

WHEREAS, the owners of at least fifty-one percent (51%) of the total floor area of the units have at a duly called meeting of all Unit owners approved the following Amendment to the By-laws as evidenced by their signatures on file in the Glenview East Condominium office and made a part hereof as if fully attached hereto and

**NOW THEREFORE, THE BY-LAWS OF GLENVIEW EAST CONDOMINIUM ARE AMENDED AS FOLLOWS:**

**THERE IS ADDED TO AND MADE PART OF ARTICLE X SECTION 2  
THE FOLLOWING:**

Termination of Right to Use or Occupy: The right of any occupant (not the owner) to use or occupy any condominium unit within the Condominium Project and the right to reside therein permanently and/ or otherwise may be denied, or once granted, may be terminated, by the Board of Directors upon a finding by a majority of the Board of Directors that:

- (a) The occupant has failed to observe any one or more provisions of the Amended and Restated Master Deed or Amended and Restated By-Laws or House Rules or Regulations and in the reasonable opinion of the Board. Occupant's conduct in that regard presents a substantial likelihood of property damage to any part of the Condominium Project or of bodily injury to any owner or occupant of a Condominium Unit; or
- (b) The occupant has engaged in a persistent course of violation of any other provision of the Amended or Restated Master Deed or Amended and Restated By-Laws or House Rules; or
- (c) A determination of the Board of Directors of subsection (a) or (b) above may be made by the Board of Directors only after a fair hearing conducted by the Board of Directors and only after written notice has been mailed in the United States mail, Certified Mail, Return Receipt requested, postage pre-paid, to the occupant and also the owner, at occupant's address in the Condominium Project and to the owner at the owner's last address on file in the Management office. The notice shall be mailed not fewer than ten days prior to the hearing date.

Except as amended herein the remainder of Article X Section 2 as written shall remain the same.

Except as set forth herein, the By-laws and all previous Amendments to the By-laws are ratified and shall remain in full force and effect.

WHEREAS, the foregoing Amendments to the By-laws have been duly approved in accordance with the Amended and Restated Master Deed and By-laws.

**GLENVIEW EAST CONDOMINIUMS**

By

  
\_\_\_\_\_  
President

