# BYLAWS OF THE COUNCIL OF UNIT OWNERS

## ROYAL COACH, INC.

The following articles shall constitute the bylaws of the Council of Unit Owners of Royal Coach, a Condominium, and the Bylaws of Royal Coach, Inc., a Kentucky nonprofit, non-stock corporation, which is the corporation of the council of Co-Owners with reference to the administration of said Regime. In this regard, "Royal Coach, Inc." may be read interchangeable with "Council" in these Bylaws. The Regime was created by Master Deed and Declaration of Condominium Property Regime for Royal Coach, a Condominium Project (hereafter called the "Master Deed") recorded in Deed Book 20, pages 12 through 16 in the office of the county Court Clerk of Jefferson County, Kentucky at Louisville. These Bylaws apply also to all present and future owners, tenants and occupants of any Units of the Regime and all other person who shall at any time use the Regime.

These Bylaws are written in order to effectively execute the Administration of the Regime as set forth in the Master Deed, Section "S", and should thereby any conflict with the provision set forth in Section "S" (Administration of the Regime) of the Master Deed, the provisions of the Master Deed will apply. The Board may approve changes to the Bylaws that involve only updates and grammar changes without 51% of the vote of the Council while maintaining the requirement of 51% Council approval if a policy change is recommended.

#### ARTICLE I

# Membership

Section 1. <u>Qualification</u>: All owners of Units of the Regime shall constitute the Council of Co-Owners, herein called the "Council". The owner of any Unit, upon acquiring title thereto, shall automatically become a member of the council and shall remain a member thereof until such time as his/her ownership of such Unit ceases for any reason, at which time his/her 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. <u>Place of Meeting:</u> Meetings of the Council shall be held on the premises or such other suitable place convenient to the Unit Owners as may be designated by the Board of Administration.

Section 3. <u>Annual Meetings</u>: Annual meetings of the Council shall be held on the fourth Monday of September of each year or as near to this date as possible at a time and place set by the Board of Administration, hereinafter called "Board."

Section 4. <u>Special Meetings</u>: Special meetings of the Council may be held at any time upon the call of the President of the board, or by a majority of the board, or a petition signed by at least twenty-five percent (25) of the Unit Owners and presented to the Secretary. Minutes of Special meetings shall be recorded and published, as with Annual meetings.

Section 5. <u>Notice of Meetings</u>: Either the Secretary, Election Committee, or Governance Committee shall give written or printed notice of annual and special meetings to every Unit Owner according to the Council's record of ownership at least five days before the date set for such meeting, 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 therefore, in any of the following ways: (a) by delivering it to the Unit Owner personally, (b) by leaving it at his/her Unit in the Regime or at his/her place of business, (c) by mailing it, postage prepaid, addressed to the Unit Owner's address as it appears on the Council's record or ownership, emailing it to the owner's email address as provided to the Board (d) in by placing it in Owner's box in the mailroom.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any unit Owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such Owner unless he/she shall at the opening thereof object in

good faith to the holding of such meeting because of the failure to give notice in accordance with the provisions thereof.

Section 6. <u>Quorum:</u> The presence at any Council meeting in person or by proxy of a majority of the Unit Owners shall constitute a quorum, and the acts of a majority of the Unit Owners present, in person or by proxy, 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 Unit Owners" in these Bylaws means fifty-one percent (51%) or more of the Unit Owners, including any Owners attending by virtual means.

Section 7. <u>Voting</u>: Each Unit Owner (as defined in Section A (6) of the Master Deed) shall be entitled to one vote. Votes may be cast in person or by proxy of the respective Unit Owner as shown in the record of ownership of the council. An executor, administrator, guardian or trustee (if succeeding to right of a Unit Owner) may vote in person or by proxy at any meeting of the council for any Unit owned or controlled by him/her in such capacity, whether or not the same shall have been transferred to his/her name in Council's record of ownership, provided that he/she shall first present evidence satisfactory to the Secretary that he/she owns or controls such Unit in such capacity.

Section 8. <u>Proxies and Pledges</u>: The authority given by any Unit 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 the 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 or lease of any Unit 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. <u>Adjournment</u>: Any meeting of the council may be adjourned from time to time to such place and time as may be determined by majority vote of the Unit Owners present, Whether or not a quorum is present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present 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 shall be governed by a Board of Administration ("Board") composed of not less than three (3) not more than nine (9) persons, each of whom must be a Unit Owner or resident spouse of a Unit Owner. The number of Board members (within said limitations) shall be set by the Unit Owners at a meeting of Unit Owners at which the Board is elected. The Board members shall serve without compensation unless otherwise authorized by the Council. The composition of the Board shall be proportional to the number of Owners in each building, if possible.

Section 2. <u>Powers</u>: The Board shall have all powers necessary for administration of the affairs of the Council and may do all such acts and things therefore as are not by law, the Master Deed or these Bylaws directed to be exercised or done only by the Council. The Board shall have such powers as are granted to it in the Master Deed. There shall be no structural additions to, or capital improvements on the common elements (other than for purposes or replacing or restoring portions of the common area and facilities), requiring expenditure in excess of fifteen thousand dollars (\$15,000) without prior approval of 51% of Unit Owners.

Section 3. Election and Term: Election of Board members shall be by secret ballot at each annual meeting and any special meeting called for that purpose. One third of the Board shall be elected each year. Board members (sometimes also referred to as Directors herein) shall hold office for a period of three (3) years or until their respective successors have been elected, subject to removal as herein provided. Each building will be responsible for submitting names for four positions. One member at large would be elected when needed from either building A or B to maintain the board membership at its current level. A board member can serve for two consecutive terms and then is obliged to sit out one year before running for office again. Each unit (except for 65B, which is the combination of two units, and has two votes) will have one vote and one vote only for any one nominee.

Section 4. <u>Vacancies</u>: Vacancies in the Board caused by any reason other than removal of a Director by the Council shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until his/her successor is

elected at the next annual meeting of the council. Death, incapacity or resignation of any Director shall cause his/her office to become vacant.

Section 5. <u>Removal of Board Members</u>: 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 two-thirds of the Unit Owners. A successor may then be elected to fill the remaining term of any Board member in order for such meeting to be valid, provided that a majority of the whole Board shall be present. At such meeting, the Board shall elect the officers of the Council for the ensuing year.

Section 6. <u>Annual Meeting</u>: An organizational meeting of the Board shall be held at the place of and immediately following each annual meeting of the Council and no notice shall be necessary to any Board members in order to validly constitute such meeting, provided that a majority of the whole Board shall be present. After such meeting, the Board shall elect the officers of the Council for the ensuing year.

Section 7. <u>Regular Meetings</u>: Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, email, or text, at least one day prior to the date of such meeting.

Section 8. Special Meetings: Special meetings of the Board may be called by the President with at least eight hours' notice to each Board member, given personally, or by telephone, email, or fax, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two Board members. In the event of emergency, no specified advance notice is required for a Board meeting. Minutes shall be recorded for Special meetings, as with any Regular Board meeting.

Section 9: <u>Waiver of Notice</u>: Before or at any meeting of the Board, any board member may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be waiver of notice to him or her of such meeting. If all the Board members are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. Quorum of Board: At all meetings of the Board a majority of the total number of members of the Board 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 11. <u>Fidelity Bonds</u>: The Board shall require that all officers, employees and agents of the Council handling or responsible for its funds be insured by adequate fidelity bonds. The bonds shall be written in the name of the council and premiums paid as a common expense.

# ARTICLE III

#### Officers

Section 1. <u>Designation</u>: The principal officers of the Council shall be president, vice president, a secretary and a treasurer, who shall be elected by, and from the Board. The officers of secretary and treasurer may be combined in one person. The Board may appoint an assistant treasurer, and assistant secretary and such other officers as in its judgment may be necessary.

Section 2. <u>Election and Term</u>: The officers of the Council shall be elected annually by the Board at its annual meeting and shall hold office until the next annual meeting.

Section 3: <u>Removal</u>: Any officer may be removed either with or without cause by vote of the majority of the members of the Board. His or her successor may be elected at any regular meeting of the Board, or at any special meeting.

Section 4. <u>President</u>: The President shall be the chief executive officer of the Council and shall preside at all meetings of the Council and the Board. Subject to the control of the Board, the President shall exercise general supervision and direction over the management and conduct of

the business and affairs of the Council. The President shall also have such other powers and duties as may be provided by these Bylaws or assigned to him or her from time to time by the Board. The President shall appoint all Committee Chairs. Neither the President, nor any Board member, shall grant waivers or exceptions to rules, bylaws, or restrictions listed in the master deed without majority approval by the Board.

Section 5. <u>Vice President</u>: The Vice President shall assume all duties of the President in the absence of the President. In addition, the Vice President shall assist, as directed by the President, in the general supervision and direction of the business of the Council.

Section 6. Secretary: The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all Units, and have charge of such books, documents and records of the Council as the Board may direct.

Section 7. <u>Treasurer</u>: 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 funds and securities. The Treasurer shall also oversee all disbursements authorized by the Board and Council and collect all amounts due from Owners for dues, fines and expenses

Section 8. <u>Auditor</u>: The Board may appoint annually an accountant or accounting firm as auditor, who shall not be an officer of the Council nor own any interest in any Unit, to audit the books and financial records of the Council.

#### ARTICLE IV

#### Administration

Section 1. <u>Fiscal Year</u>: The fiscal year of the Council shall be July I through June 30.

Section 2. <u>Management</u>: The Board shall, at all times, manage and operate the Regime and have such powers and duties as may be necessary or proper therefore, including without limitation the following:

- (A) Supervision of the immediate management and operation of the Regime;
- (B) Maintenance, repair, replacement and restoration of the Common Elements and any additions and alternations there to;
- (C) Purchase, maintenance and replacement of any equipment and provide for all water utility services required for the General and Limited Common Elements;
- (D) Provisions at each Unit for all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such Unit or as a common expense as determined by the Board;
- (E) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Regime:
- (F) Preparation of a proposed budget and schedule of assessments for each fiscal year, as provided herein;
- (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 Master Deed and such other insurance or bonds as may be required or authorized by the Master Deed or the councilor the board;
- (I) Notification of any Unit Owners, according to the Council's records of ownership, of delinquency exceeding 15 days in the payment of any assessment against such Units:
- (J) Supervision of the use of the general Common Elements, including use of Limited Common Elements which include adoption and enforcement of the provisions of

the Master Deed and these Bylaws;

- (K) Such other duties, rights and responsibilities as the Board has under the Master Deed or any other governing documents, or as it has on behalf of the Council under the Master Deed or any other governing documents;
- (L) Such powers given to the Board under Kentucky Revised Statutes Section 381.910 ("Act").

Section 3. <u>Managing Agent</u>: The Board may employ from time to time a responsible Managing Agent administrator to manage and control the Regime, 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 4. Representation: The President, subject to the direction of the Board, shall represent the Council or any two or more Unit Owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Council, the Common Elements or more than one Unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle such actions, suits and proceedings without prejudice to the rights of any Unit Owner individually to appear, sue or be sued. Service of process in any such action, suit or proceeding may be made on the President:

Section 5. Execution of Instruments: All checks, drafts, note, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Council by at least two officers of the Board as shall be provided by general or special resolution of the Board, or in the absence of any resolution applicable to such instrument, by the President or Treasurer.

#### ARTICLE V

# Obligation of Unit Owners

Section 1. <u>Assessments and Provisions Pertaining Thereto</u>: *All* Unit Owners shall pay to the Board, on the scheduled day each month the assessments against their respective Units for Common Expenses and other appropriate charges in accordance with the Master Deed and these Bylaws. These payments shall be made via automatic bank draft coordinated with the Treasurer.

Each year, prior to the June Board meeting, the Board shall prepare the annual budget of common expenses (the "Annual budget") including, but not limited to, the total amount required for the cost of wages, materials, insurance, service, management fees and supplies which will be required during the ensuing fiscal year for all common expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

The Board shall, on or before each June 1st, notify each Unit Owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the Owners according to each Owner's percentage of ownership in the common Elements. All sums so assessed shall be deemed common expenses. With the beginning of the Fiscal Year, every month of said year, each Unit Owner shall be obligated to pay the Board, or as it may direct, one twelfth (1/12) of the assessment made pursuant to this paragraph.

On or before the first day of August of each year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a summary of the accounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to the Council's reserve account for future expenditures. The Board shall build up and maintain a reasonable reserve for contingencies and replacements chargeable as common capital and repair expenses.

Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If said Annual Budget proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Owners percentage of ownership in the Common Elements. Said further assessment shall also be deemed common expenses.

The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due no more than ten (10) days after the scheduled assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such assessments and any other assessments herein provided for.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the assessments for Common Expenses and other costs and necessary reserves, as herein provided, whenever and however the same shall be determined by the Board. In the absence of any annual budget or adjusted budget, the Unit Owners shall continue to pay the monthly assessment for Common Expenses and other charges at the then existing monthly rate established for the previous period until the monthly assessment payment is changed by the Board. Such change shall be effective the first day of the month following notice from the Board to Unit Owners, such notice to be given at least ten (10) days in advance of the change.

In the event of action for the foreclosure of a lien for unpaid common expenses or for the foreclosure of a mortgage, the Unit Owner who is the Defendant in such proceedings shall be required to pay a reasonable rental for such Unit.

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

An assessment is delinquent if not received on the scheduled due date. In the event any Unit Owner is delinquent in the payment of any assessment for a period in excess of fifteen days, a penalty of ten percent (10%) of the delinquent assessment shall be payable for each month of delinquency beginning with the initial month, without waiving any other rights of the Council or Board.

Section 2. <u>Maintenance of Units</u>: Every Unit Owner shall at his own expense at all times will and substantially repair, maintain, amend and keep his Unit, including without limitation all internal installations here, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such Unit, and the interior decorated or finished surfaces of all walls, floors and ceilings of such Unit, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Master Deed.

The Unit Owner shall be liable for all loss or damage whatsoever caused by this failure to perform any such work authorized by the Board or the Managing Agent. In addition, each Unit Owner shall keep clean all patio areas and the interior and exterior windows, even though such items are a part of the General or Limited Common Elements.

Every Unit Owner and occupant shall reimburse the Council promptly on demand for all expenses incurred by the Council in repairing or replacing any loss or damage to the Common Elements, where caused by such owner or occupant or by their guests or members of their household. They shall give prompt notice to the Board or Managing Agent of any such loss of or damage or other defect in the Regime when discovered.

# Section 3. <u>Use of Regime</u>:

- (A) All Units of the Regime shall be used for one-family residential unit purposes.
- (B) All Common Elements of the Regime shall be used only for their respective purposes as designed.
- (C) No Unit Owner and occupant shall place, store or maintain in the Common Elements any furniture, packages, or objects of any kind, or otherwise obstruct transit through such Common Elements or permit said Elements to be unsightly or disorderly.

- (D) Every Unit Owner and occupant shall at all times keep his or her Unit and any Limited Common Element appurtenant thereto (including all windows) in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Councilor or the Board applicable to the Regime.
- (E) No Unit Owner or occupant shall make or suffer any waste or unlawful, improper, or offensive use of his/her Unit of the Regime nor alter or remove any furniture, furnishings or equipment of the Common Elements.
- (F) No Unit Owner or occupant shall erect or place on the Regime any structure including fences and walls, or make any additions or alterations to any Common Elements (including Limited Common Elements) of the Regime except as may be permitted in the Master Deed and 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 the Board.. Such approval may be given with accompanying restrictions as to the Unit Owner's duties of maintenance, repair and replacement of such improvements and any Common Elements affected thereby.
- (G) No signs, posters or bills may be placed or maintained on the Property.
- (H) No Unit Owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his or her Unit except in accordance with standards therefore established by the Board or specific plans approved in writing by the Board. Such standards or approval may be given with accompanying restrictions as to the Unit Owner's duties of maintenance, repair and replacement of such decorating or landscaping and any Common Elements affected thereby.
- (I) All occupants shall exercise extreme care about making noises from within or around the Unit and in the use of radios, TVs or musical instruments and amplifiers that may disturb other occupants.
- (J) No garments, rugs or other objects shall be hung from windows or facades of the Regime or in other areas within view of other occupants.
- (K) No rugs or other objects shall be dusted or shaken from windows of the Regime or cleaned by beating or sweeping on any exterior part of the Regime.
- (L) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Elements of the Regime except containers in the areas provided for such purpose.
- (M) No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Regime. Dogs, cats and caged animals or birds shall be allowed subject to regulation by the Board, including regulation as to the number thereof.
- (N) No Unit Owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antenna, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Regime or protruding through the walls, windows or roof thereof.
- (O)Nothing shall be allowed, done or kept in any Units or Common Elements of the Regime which would overload or impair the floors, walls or roofs thereof, or cause any increases in the ordinary premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Council.
- (P) Garage parking shall not be allowed except in an assigned parking space or stall. Guests of a Unit Owner may park in the outside guest parking area for not more than two weeks per year in the aggregate.
- (Q) A Unit Owner or his/her agent shall have the right to show that Unit at reasonable times of the day for the purpose of sale or Board approved lease.
- (R) The use of the Regime shall further be controlled as set forth in the Master Deed.

Section 4. Regime Rules & Guidelines: The Board may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Regime not inconsistent with any

provisions of the Act, the Master Deed or these Bylaws.

Section 5. Expenses of Enforcement: Every Unit 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 Unit, foreclosing its lien therefore or enforcing any provisions of the Master Deed or these Bylaws and Regime Rules and guidelines against such Owner or any occupant of such Unit.

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

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

Section 8. <u>Proof of Insurance</u>: All Unit Owners must provide to the Secretary of the Board proof of insurance for both the Unit and its contents. A copy of these documents must be presented at each renewal of policy, whether on an annual or other term. Failure to do so may impact the cost of insurance for the Regime, so that failure may be subject to a fine of \$25 per occurrence, at the Board's discretion.

## ARTICLE VI

## Miscellaneous

Section 1. <u>Amendment</u>: These Bylaws may be amended in any respect not inconsistent with provisions of the law or the Master Deed by vote of the Unit Owners owning at least a majority vote of the Council at any meeting of the Council duly called for such purpose.

Section 2. <u>Indemnification</u>: The Council shall indemnify every Board member and officer, and his/her executors and administrators, against all expenses reasonable incurred by or imposed on him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of being or having been a Board member or of the council, except in relation to matters as to when he/she shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith. 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 rights of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. <u>Interpretation</u>: In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Council or Board to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

Section 4. <u>Inter-Council Association</u>: By action of the Board, the Council of Co-Owners of Royal Coach, Inc. may participate in and contract with other such boards and councils of other condominium regimes for the purpose of efficiency and economy in operation and maintenance of the condominium properties participating herein.

Section 5. <u>Enforcement</u>: Violation of the provisions of the Master Deed, these Bylaws or any Regime Rules may be remedied in any court of law or equity having jurisdiction hereof by the Council of Co-Owners, its Board, or managing agent or administrator, or any Unit Owner or Owners entitled to relief with the remedies available to such person or persons including damages, restraining order, injunction, accounting, lien enforcement and specific performance of any combination there.

Section 6. <u>Procedural Irregularity</u>: Any defect, omission, delay or irregularity in connection

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

Section 7. <u>Notice</u>: Notice to Unit Owners, as referred to in these Bylaws, means written notice, dated and mailed or delivered to a Unit Owner, delivered via email to an email address provided by the Owner, or delivered to the appropriate box in the mailrooms.

Section 8. <u>Master Deed</u>: These Bylaws shall not invalidate, alter, or diminish any provisions of the Master Deed.

## CERTIFICATE OF ADOPTION

The Owners of all Units, by majority vote at the Annual Meeting on September 28, 1993, adopted the foregoing as the Bylaws of the Council of Unit Owners of Royal Coach, Inc. a Condominium Regime. Revisions to said Bylaws were made on the following dates:

Revised July 7, 1997 Revised July 1, 2002 Revised December 1, 2002 Revised September 25, 2006 Revised September 21, 2020 Revised October 10, 2022