

**DECLARATION OF RESTRICTIONS, AS AMENDED AND RESTATED  
FOR THE BECKLEY WOODS SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

For the mutual benefit of present and future owners of the lots in the Beckley Woods Subdivision, as recorded in Plat and Subdivision Book 31, Pages 47 through 49, inclusive, in the office of the Clerk of the County Court of Jefferson County, Kentucky, Beckley Woods (the original owner and developer of the Subdivision) has imposed the following restrictions upon the lots described below.

**1. Primary Use Restrictions.**

Lots 1 through 71, 73 through 127, 128A, 128B, and 134 through 163, inclusive, shall be used only for private single family residential purposes. No structures shall be erected, placed, altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed three stories in height and a private garage (attached or detached) for not more than three automobiles for the sole use of occupants of the lots.

Lots 128 and 129 through 133, inclusive, are expressly excluded and omitted from this Declaration of Restrictions, it being the intention of the parties that said lots, or any portions thereof, not be subject to the restrictions contained in this instrument.

**2. Approval of Construction Plans, Lawn Grades, Fences and House Elevations.**

No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation and location of the structure, fence, wall or other improvement, the type of exterior material and the driveway (which shall be asphalt or concrete) shall have been approved in writing by the Beckley Woods Residents Association, Inc. (the "Association"), the residents association established under paragraph 20, or by any person or association to whom it may assign such right. The Association may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. No residence shall be constructed on any lot that does not compare favorably in character, design, and construction with others in the Subdivision and the residence so constructed shall be suitable to the site and in harmony with other homes and surroundings.

**3. Setbacks.**

No structure shall be located on any lot nearer to the front or street side property line than the minimum building setback lines shown on the recorded plats of the Subdivision. In the event of a change in requirements by the Louisville and Jefferson County Planning Commission, the Association reserves the right to establish a different location for building lines by providing same in the conveyance of any lot or lots where such change in location is desired by it.

**4. Minimum Floor Areas.**

(a) The ground floor area of a one-story house shall be a minimum of 1,700 square feet, exclusive of the garage.

(b) The ground floor of one and one-half story house shall be a minimum of 1,000 square feet (with a minimum of 1,800 square feet of floor area in the whole house) exclusive of the garage.

(c) The ground floor area of a two-story house shall be a minimum of 1,000 square feet with a minimum of 2,000 square feet in the whole house, both exclusive of the garage.

(d) The upper level of floor area of a bi-level house shall be a minimum of 1,250 square feet (with a minimum of 1,800 square feet of floor area in the whole house) exclusive of the garage.

(e) The total (finished) floor area of a tri-level house shall be a minimum of 1,800 square feet exclusive of the garage.

(f) All homes are required to have at least a two-car attached garage.

(g) The area requirements for all other types of houses are to be at the discretion of the Beckley Woods Residents Association.

**5. Nuisances.**

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the residents of the Subdivision.

**6. Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a building or Beckley Woods, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle except an automobile, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

**7. Animals.**

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

**8. Clothes Lines.**

No outside clothes lines shall be erected or placed on any lot.

**9. Duty to Maintain Property.**

It shall be the duty of each owner to keep the grass on their respective lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the Beckley Woods Residents Association (or any person, corporation or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Association or other performing party for the expense incurred in so doing.

**10. Business; Home Occupations.**

No trade or business of any kind, and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision, provided, however, that Beckley Woods, Crest Communities, Inc., or any other developer or builder authorized by Beckley Woods may be permitted to have models or sales offices on any lot.

**11. Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except two signs for advertising the sale or rent thereof, neither of which shall be greater in area than nine square feet; provided, however, that Beckley Woods shall have the right to erect any number of larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

**12. Drainage.**

(a) A perpetual easement is reserved on certain lots as shown on the aforesaid plats for drainage. No sewer or foul water shall be allowed to stand or flow upon the surface of any lot, nor to flow into or onto the adjoining lots by any of the property owners. Drainage plans as approved by the Metropolitan Sewer District are hereby made a part of these restrictions and must be complied with.

(b) Any portion of a lot designated as "Sewer & Drain Easement" shall be preserved by the lot owner as a retention basin for rainfall excess, and shall not be altered without the prior written consent of Beckley Woods (or any person, corporation or association to whom it may assign the right). The sewer and drain

easement shall be maintained by the lot owner free and clear of debris and all fallen objects, and in such a manner that vegetation, excepting trees or shrubs, are cut at all times to a height not to exceed five inches above the ground line depicted by the plan of site contours.

(c) Within the area designed "Lot 72 Treatment Plant Site", Beckley Woods (or any person, corporation or association to whom it may assign the right) reserves the right to install a lagoon and any other facility or facilities in connection therewith or as may be required by the Kentucky Department of Environmental Protection or any other governmental agency having jurisdiction over the Subdivision.

(d) In the event a lagoon or other facility is constructed on Lot 72, the owner of any lot in the Subdivision shall have no claim for damages arising out of the construction of the lagoon or other facility and in accepting conveyance of any lot in the Subdivision waive any objection to and consent to the construction of the lagoon or other facility within the boundaries of Lot 72.

**13. Disposal of Trash.**

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

**14. Utility Services.**

A perpetual easement is reserved on each lot as shown on the aforesaid plats for public utility installation and maintenance. Electric and telephone service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas & Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved as shown on the aforesaid plats. Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. Louisville Gas & Electric Company shall have the right to make further extensions of its lines from all overhead and underground distribution lines. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person or lot owner without the express consent in writing of the Louisville Gas & Electric Company or South Central Bell Telephone Company, or both where applicable.

**15. Drains.**

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by Beckley Woods or its agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

**16. Restrictions Run with Land.**

These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them until the year 2000, after which time they may be cancelled, altered or amended at any time by the affirmative action of the then owners of 75% of the lots. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

**17. Delegation by Beckley Woods.**

By a written instrument dated April 18, 1980, Beckley Woods, as the owner and original developer of the Subdivision, delegated to the Beckley Woods Residents Association all of its rights reserved herein with respect to consent or approvals and the Association shall have all rights reserved herein by Beckley Woods.

**18. Enforcement.**

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association formed under paragraph 20, or by Beckley Woods itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**19. Invalidation.**

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**20. Resident Association; Assessments.**

(a) The Articles of Incorporation of BECKLEY WOODS RESIDENTS ASSOCIATION, INC. (the "Association"), were recorded on January 29, 1975, in the Corporation Book 226, page 869, in the office of the Clerk of the County Court of Jefferson County, Kentucky. Every owner of a lot subject to these restrictions (and such other lots which Beckley Woods may by future deed restrictions so provide) shall be a member of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of, the Association and shall be entitled to vote in accordance with the Association's Articles of Incorporation, as may be amended from time to time. All members shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purpose of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of the owners of the lots restricted herein, and may include the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, lakes and entrances as shown on the aforesaid plats, and acceptance of common areas for purposes of operation, maintenance and repair.

(c) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association, and, with such interest thereon as is determined by the Association, shall constitute a lien upon the lot and improvements against which each such assessment is made until fully paid. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not invalidate or extinguish the lien. Each such assessment, together with interest, shall be a personal obligation of the owner of the lot upon which the assessment is made at the time the assessment was levied by the Association.

(d) Each member shall pay to the Association, when levied, \$55 [currently \$125] per year per lot owned for the maintenance of the streets, the right of ways, the Drainage Retention Basin Easement and all common or publicly dedicated lands, which amount may be increased or decreased by vote of a majority of the Association's members; provided, however, Beckley Woods, Crest Communities, Inc. or any other developers or builders of houses for sale or lease shall not be liable for such assessment until the expiration of nine (9) months from the date of completion of construction of such house.

(e) The Association's account shall be collected, maintained, spent and reported to the members yearly by Beckley Woods for a period of five years from the date hereof. At the end of the five year period, the Association may designate either Beckley Woods, itself, or any other entity it deems appropriate to collect, maintain, spend and report on the account. Beckley Woods and its successor agent may charge a maximum of 6% for bookkeeping and reporting services, in addition to being entitled to reimbursement for reasonable expenses incurred.

(f) Prior to the first election of officers by the Association, Beckley Woods shall be entitled to levy, collect and use the assessment provided in subparagraph (d) above to carry out the purposes of the Association. Within ten days after the election of the first officers of the Association, Beckley Woods shall pay to the Association any funds it has collected pursuant to the terms of this subparagraph (f) which have not been used for such purposes.

**21. Sewerage Treatment Site.**

The Trust Deed for the operation of a privately owned sewerage system, between Beckley Woods and Citizens Fidelity Bank and Trust Company, Trustee, dated June 4, 1973 and recorded in Deed Book 4716, Page 518 in the aforesaid Clerk's office is incorporated herein by reference and made a part of this Declaration of Restrictions; provided, however, recent legislation having placed the operation and rate structure of the sewerage system under the regulation of the Kentucky Public Service Commission, the provisions of said Trust Deed relating to the method of adjusting charges for sewerage services are recognized as no longer applicable and enforceable.

**22. Amendments to Articles and Bylaws.**

Nothing in this Declaration of Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws.

**BYLAWS**  
**OF**  
**BECKLEY WOODS RESIDENTS ASSOCIATION, INC.**

**Section 1. Meetings**

1.1 **Annual Meeting.** Except as the Board of Directors may otherwise designate, the annual meeting of the members shall be held during the month of November at a time designated by the Board of Directors.

1.2 **Special Meetings.** Special meetings of the members may be called (a) at any time and by the Board of Directors, or (b) by members holding in the aggregate forty percent of the voting power of all members. The secretary shall call a special meeting to be held at a time fixed by the secretary, but not less than ten days nor more than sixty days after the secretary shall have received (a) a written request from the Board of Directors, or (b) a petition signed by members holding in the aggregate forty percent of the voting power of all members. If the secretary neglects or refuses to issue such call, then the call may be issued by (a) any Director, or (b) the members who signed the Petition.

1.3 **Place of Meetings.** Meetings of the members shall be held at the registered office of the Corporation unless the Board of Directors by resolution designates a different place for the meeting, in which case the meeting shall be held at the place thus designed.

1.4 **Notice of Meetings.** The secretary shall cause in written notice of the time and place of each annual meeting of the members to be delivered, either personally or by mail, to the members entitled to vote not less than ten or more than sixty days before the date of the meeting.

1.5 **Waiver of Notice.** The attendance of any member at any meeting of members without protesting the lack of proper notice shall constitute a waiver of such notice.

1.6 **Quorum.** Members holding forty percent of the votes entitled to be cast on the matter to be voted upon represented in person or by proxy shall constitute a quorum at a meeting of members.

1.7 **Action without Meeting.** Any action required or permitted to be taken at any meeting of the members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members entitled to vote and such written consent is filed with the minutes of proceedings of the members entitled to vote.

**Section 2. Board of Directors**

2.1 **Powers, Number and Term of Office.** The affairs of the Corporation shall be managed by a Board of sixteen Directors. The Board of Directors shall be elected for one year terms at the annual meeting by the members entitled to vote, or if not so elected, at a special meeting of members entitled to vote called for the purpose. A Director shall hold office until the date fixed pursuant to these Bylaws for the next annual meeting of members and until his successor is elected and has accepted the election by either (a) an acceptance in writing, or (b) being present and acting as a Director at either a regular or special meeting of the Board of Directors.

2.2 **Vacancies.** The office of a Director shall become vacant if the Director dies or resigns by a writing signed by the Director and delivered to the Corporation. Any vacancy in the Board of Directors may be filled for the unexpired term by a vote of the majority of the remaining Directors though less than a majority of the whole Board, provided, a quorum of forty percent of the Directors are present.

2.3 **Meetings.** A regular meeting of the Board of Directors shall be held immediately after the annual meeting of the members or any special meetings of the Board of Directors may be called by the President or by any two Directors and they shall meet at least ten times each year.

2.4 **Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

### **Section 3. Officers**

3.1 **Officers.** The Corporation may have one or more Vice Presidents and shall have a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Corporation may also have such assistant officers as the Board of Directors may deem necessary, all of whom shall be elected by the Board of Directors or chosen by an office or officers designated by it. Any two or more offices may be held by the same person except the office of President and Secretary.

3.2 **President.** The President shall:

(a) Have general charge and authority over the business affairs of the Corporation subject to the direction of the Board of Directors.

(b) Have authority to preside at all meetings of the members and of the Board of Directors.

(c) Have authority acting alone, except as otherwise directed by the Board of Directors, to sign and deliver any document on behalf of the Corporation, and authorize payment for emergency expenses not to exceed \$200.00, and

(d) Have such other powers and duties as the Board of Directors may assign to him.



3.3 **Vice President.** The Vice President, or if there is more than one Vice President, the Vice Presidents in the order of their seniority by the designation (or if not designated in the order of their seniority of election), shall perform the duties of the President in his absence. The Vice President shall have such other powers and duties as the Board of Directors or the President may assign to him.

(a) Chairman of the maintenance committee.

(b) The Vice President shall automatically become vested with the authority of the President upon the following conditions:

(1) The inability of the President to perform due to being out of the Commonwealth and/or physically and/or mentally disqualified.

3.4 **Secretary.** The Secretary shall:

(a) Issue notices of all meetings for which notice is required to be given,

(b) Keep the minutes of all meetings and have charge of the corporate record books,

(c) Have such other duties and powers as the Board of Directors or the President may assign to him, and

(d) Serve as election ballot taker.

3.5 **Treasurer.** The Treasurer shall:

(a) Have the custody of all funds and securities of the Corporation,

(b) Keep adequate and current accounts of the Corporation's affairs and transactions,

(c) Have such other duties and powers as the Board of Directors or the President may assign to him,

(d) Prepare annual reports, and

(e) Be bonded.

3.6 **Other Officers.** Other officers and agents of the Corporation shall have such authority and perform such duties in the management of the Corporation as the Board of Directors or the President may assign to them.

#### **Section 4. Committees**

4.1 **Maintenance Committee.** The President shall appoint a Maintenance Committee, which shall recommend to the Board of Directors rules pertaining to maintenance of property of the Corporation, and the Committee shall perform such other functions as the Board determines.

4.2 **Other Committees.** The Board of Directors may authorize the President to appoint such other committees as it deems desirable.

4.3 **Committee Duties.** Each committee shall receive complaints from the members of the Corporation on any matters involving Corporation activities within its field of responsibility. The committee shall dispose of such complaints as it deems appropriate or refer him to the appropriate Director or officer of the Corporation.

## **Section 5. Assessments**

5.1 **Definitions.** As used in these Bylaws the following terms shall have the following meanings:

(a) "Assessment" means the amount of the monthly assessment levied from time to time by the Board of Directors.

(b) "Annual Assessment" shall mean the total amount of Assessments for 12 months.

(c) "Payment Date" shall mean the first day of each calendar year.

5.2 **Payment of Assessments.** Assessments shall be payable with respect to each lot as follows:

(a) Annual Assessments shall be payable in advance on each Payment Date.

(b) If a completed dwelling is sold by the builder thereof during a calendar year the amount of the Annual Assessment for the calendar year shall be prorated, and the purchaser from the builder shall be liable for Assessments only for the portion of the calendar year beginning on the date of sale by the builder.

(c) No member shall be entitled to a refund of any Assessment upon the sale of a lot.

5.3 **Late Fees for Delinquent Payment of Annual Assessments.** The Association shall charge a late fee of 5% per month on delinquent Annual Assessments. The late fee shall be assessed six months after the Payment Date and shall accrue from the Payment Date. The Board of Directors may, in its discretion, reduce or waive the late fees assessed upon any resident.

## **Section 6. Amendments**

6.1 **Amendments.** Except as may be specifically provided elsewhere herein, the Bylaws of the Corporation may be amended from time to time by a majority of the Board of Directors.

6.2 **Inspection of Corporate Minutes and Records by Residents.** Any resident shall be entitled to inspect and copy minutes of the meetings of the Board of

Directors (or appropriate excerpts therefrom) or other records of the Association if the resident requests the information in good faith and for a proper purpose and complies with the requirements of this section. To inspect minutes or other records, the resident shall deliver a written notice to the President or Secretary of the Association that contains the following information:

- (a) The requesting resident's name and address; and
- (b) A description in reasonable particularity of the subject of and the purpose for the inspection of the minutes.

Provided that the subject for the inspection of minutes is related to the resident's proper purpose, the President or Secretary of the Association shall notify the resident when and where the minutes requested by the resident, or copies or appropriate excerpts therefrom, will be available for inspection by the resident not later than ten (10) business days from the receipt of the notice.

### **Section 7. Powers**

**7.1 Power to Enforce; Articles of Incorporation and Declaration of Restrictions.** The Articles of Incorporation of the Corporation and the Declaration of Restrictions ("Declaration"), grant the power to enforce the provisions of the Declaration to the Corporation pursuant to Paragraphs 17 and 18 of the Declaration filed in Deed Book 4774, pages 15 through 22 in the Jefferson County Court Clerk's office, as amended by amendments filed in Deed Book 4954, page 456; Deed Book 5555, page 474; Deed Book 5803, page 323; and Deed Book 5803, page 326 in said Clerk's Office.

**7.2 Guidelines for Approval of Proposed Structures and Improvements.** Pursuant to the Declaration of Restrictions, the right to approve such construction plans for any proposed building, fence, wall, structure or other improvement as are required by Section 2 of the Declaration has been assigned to the Corporation, and shall be exercised by the Board of Directors, on behalf of the Corporation, in writing, and in accordance with the following guidelines:

(a) As used in Section 2 of the Declaration, the term "structure" shall include all structures, without limitation, including any antenna, microwave or other receiver or transmitter (including that known as a "satellite dish"), any swimming pool (whether above or below ground), any deck, any outbuilding, any reconstruction or alteration of a driveway (other than ordinary resurfacing), and any structure supporting a mail box or newspaper box other than a wooden or metal post.

(b) As used in Section 2 of the Declaration, the term "improvement" shall include, without limitation, the planting of any tree, shrub, or hedge between the sidewalk and street on any lot.

(c) No fence or wall of any nature may be extended toward the front or streetside property line beyond the front or side wall of the residence, and all fences shall be constructed such that the finished side of the fence faces away from the lot on which the fence is constructed.

(d) No antenna (except for a small standard television antenna) or microwave or other receiver or transmitter (including any satellite dish) shall be constructed on any lot.

(e) No shrub or hedge shall be planted between the sidewalk and street on any lot. Any tree planted between the sidewalk and street on any lot shall be of a character and quality consistent with the trees maintained by the Corporation on common areas.

**7.3 Owner's Duty to Repair and Rebuild.**

(a) Each owner of a lot shall maintain and repair the owner's residence, at its sole cost and expense, keeping the residence in condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its apparent condition immediately prior to the casualty.

**7.4 Corporation's Right of Entry.** The authorized agent or representative of the Corporation shall be entitled to reasonable access to individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency, or in connection with the maintenance of, repairs, replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority.

**7.5 Corporation Entitled to Recover Expenses of Enforcement.** The Corporation shall be entitled to recover from the owner of a lot its reasonable expenses, including legal fees, incurred by the Corporation with respect to any legal proceedings brought by the Corporation against such owner to enforce any provision of the Declaration or Section 7 of these Bylaws.

**7.6 Amendments to be Approved by Members.** Any amendment or repeal of Sections 7.2 through 7.6 of these Bylaws shall be approved by the members of the Corporation. Any such amendment or repeal shall be approved if the number of votes cast for such amendment or repeal exceeds the number of votes cast against it at a meeting at which a quorum of members is represented.