

WYNDHAM PLACE HOMEOWNERS ASSOCIATION

BYLAWS

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Wyndham Place Homeowners Association

BYLAWS

Identification and Applicability

1. Description and Name. These Bylaws are adopted for the management, operation and administration of the Wyndham Place Homeowners Association, Inc.
2. Purpose of the Association. Wyndham Place is a deed-restricted community of fifty-seven (57) single family residences. The Association, acting through its Board of Directors and in accordance with its Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Clerk, Jefferson County, Kentucky, shall manage, operate and administer the affairs of the Community in a manner intended to preserve and maintain the quality and appearance of the character of the Community.
3. Member Qualifications. Each Owner of a Lot and only such Owner of record shall be a Member of the Association. Any person or entity on becoming an Owner of record shall automatically become a Member and be subjected to these Bylaws, which shall include Owner's tenants, guests, and invitees. In the event of an issue regarding ownership, the Board of Directors reserves the right to require proof of ownership.

Meetings of Members of the Association

4. Annual Meetings. A meeting of the Members shall be held no earlier than the first of December no later than the fifteenth of December in each calendar year for the purpose of electing Members of the Board (which includes Directors and Officers), and transacting other business that may come before the meeting. Members shall be given Notice of the meeting not more than thirty (30) days nor less than ten (10) days prior to the meeting via email. Members not having access to email shall be sent written notification via regular mail not more than thirty (30) days nor less than ten (10) days prior to the meeting. Notices shall list time, place and include an agenda and said Notice shall also be posted on the website.
5. Transitional Meeting. A transitional meeting of newly elected Board members, along with outgoing members, may be held after the Annual Meeting election. The newly elected Board of Directors will assume office on January 1st following the election. At the initial meeting of the new Board of Directors, a meeting schedule shall also be developed for the entire calendar year and posted on the website.
6. Special Meetings. The President or the Board may call Special Meetings of the Association. Each Board member shall be notified of the Special Meeting. All Special Meetings are open to the Members. Members shall be given notice of the time, place and purpose of the Special Meeting not more than thirty (30) days nor less than ten (10) days prior to the meeting. No business shall be addressed during a Special Meeting except that stated in the Notice.

7. Meetings of the Board of Directors. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the President or a majority of the Board. Attendance at meetings of the Board of Directors is restricted to the Officers and Directors of the Board. The Board of Directors may provide time prior to a Board meeting for Members to express concerns upon written notification to the Board.
8. Voting. The owner of each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote. If a Lot is owned by two or more persons, there shall be only one voting representative entitled to cast the vote allocable to that Lot. No vote shall be split.
9. Quorum. A quorum for any meeting of Members shall be that number of Members who are present at the meeting. All actions shall be taken upon the majority vote of the Members who are present.
10. Conduct of Annual Meeting. The President shall serve as Chairman of the Annual Meeting and, in his absence, the Vice-President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be conducted in an orderly manner. The Chairman will prepare and present to the Members an agenda for the Annual Meeting and said agenda shall be emailed or mailed in accordance with the provisions of paragraph 4 and posted on the website not more than thirty (30) days nor less than ten (10) days prior to the Annual Meeting.
11. Reading of the Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion duly seconded and approved by a majority vote of Members present.
12. Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association, submit a detailed written report to the Members in attendance, and answer relevant questions of the Members concerning expenses and income from the prior Fiscal Year. The Treasurer shall also present a projected budget estimate for the upcoming Fiscal Year.
13. Election of Board Members. Voting for the Board (composed of seven (7) Directors, which includes four (4) Officers) will be by paper ballot. Terms will be for two (2) years and staggered to ensure continuity. In even years, the President, Treasurer, and one Board Member shall be elected. In odd years, the Vice President, Secretary and two Board Members shall be elected.
14. Business. Business shall consist of old and new business in that order.
15. Action by Members. Adequate records of the manner and results of each vote conducted shall be documented in the minutes and filed with records of the Association by the Secretary.
16. Number and Eligibility of Board Members. Board Members must be Homeowners and not delinquent in payment of assessments to the Association. The Board shall consist of seven (7)

Directors, which includes four (4) Officers, who will vote as a governing unit. Issues will be resolved by a simple majority vote.

17. Nomination of Board Members. Candidates will be nominated from the floor of any meeting held for the purpose of electing or filling a vacancy of Board Members.
18. Removal of Board Members. At a meeting of the Board of Directors, a Board Member may be removed, with or without cause, by a majority vote of the Board Members.
19. Duties of the Board. The Board shall provide for the management, administration, operation, maintenance, repair, upkeep, replacement and improvement of the Common Areas, common area facilities, common area improvements, and the collection and disbursement of the Common Expenses. The Board's authority and responsibility shall include but are not limited to the following:
 - a. Management, maintenance, repair, and replacements of the Common Areas
 - b. Procuring of utilities used in connection with the common facilities, removal of garbage/waste, and snow removal from the Common Areas/Public Streets in the Community.
 - c. Landscaping, painting, decorating, and furnishing the Common Areas.
 - d. Maintaining Common Area irrigation systems.
 - e. Assessment and collection from the Owners of their annual Association dues.
 - f. Preparation of the Annual Budget, which shall include an annual reserve of 10% to be deposited in a reserve account starting in the year 2012 and by May 1st thereafter.
 - g. Keeping a current, accurate and detailed record of receipts and expenditures affecting the Community.
 - h. Provide and procure public liability insurance and property damage insurance.
20. Powers of the Board. The Board shall have all powers and duties of the Association (provided by the Articles of Incorporation, the Covenants, Conditions and Restrictions, the Bylaws and the provisions of KRS Chapter 273), as are reasonable and necessary to accomplish the performance of its duties.
 - a. To purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board.
 - b. To employ legal counsel, architects, contractors, accountants, surveyors, and others as in the judgment of the Board and in connection with business affairs of the Association.
 - c. To open and maintain one or more bank accounts in the name of the Association. Two (2) signatures (President and Treasurer, plus one additional Board Member should the President be unavailable) would be required to designate funds and/or expenditures of over \$1,000.00.
 - d. To determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair, and replacement of Common Areas and for approving the payment of vouchers, invoices and the like.
 - e. To amend these Bylaws by a majority vote of the Board of Directors.

- f. To impose non-discriminatory fines upon any Owner or Owners if they or members of their family, guests, or invitees shall violate any rule or regulations adopted by the Association in the same manner as the Annual Assessment. A fine can be secured by a lien and subject to late charges on the Owner's lot.

21. Limitation on Board Action. The authority of the Board to enter into contracts on behalf of the Association shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining prior approval of the Members at a meeting. Contracts for services, construction, or repairs shall be submitted for competitive bid.

With the exception of:

- a. Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty unless the building is totally destroyed.
- b. Proposed contracts expenditures expressly set forth as provided for in the Annual Budget which shall include, but not be limited to, ongoing contracts of all kinds, maintenance contracts, lawn/landscape contracts, and trash collection contracts.

22. Quorum. At all meetings of the Board a majority shall constitute a quorum for the transaction of business and shall be sufficient and necessary to constitute action by the Board. The Secretary shall record the minutes of any Board Meeting.

23. Written Action of the Board. Any action which may be authorized or taken at a meeting of the Board may be authorized or taken without a meeting by written signed consent of a majority of the Board members. The written signed consent shall be filed with the records of the Association.

24. Books and Records. The Board shall make available to the Members current copies of the books, records, and financial statements of the Association. "Available" shall mean for inspection, upon reasonable request.

25. Wyndham Place Homeowners Association website (wyndhamplace.org). A copy of the Articles of Incorporation, the Covenants, Conditions & Restrictions, and the Bylaws is posted on the website (wyndhamplace.org). The website will be updated periodically by the Secretary and will be the primary means of communication by the Board with the Members. Members will receive an email, and/or written notification for those not having email, as postings are made. The website will also be utilized to publicize other events within Wyndham Place and report actions of the various Committees. The Secretary shall be responsible for maintaining and updating the email addresses of the Members.

26. Written Requests/Issues Addressed to the Board. All written requests/issues addressed to the Board will be responded to in writing and in a timely manner as to the action taken by the Board.

Officers

27. Election of the Board of Directors. The principal officers of the Association shall be elected by the Membership at the Annual Meeting. Officers shall not receive compensation for their services as such.
28. President. The President shall be elected from among the Members (Lot Owners) and shall be the Chief Executive Officer of the Association. The President shall preside as Chairman at the Annual Meeting of the Association and of the Board. The President shall preside over the business affairs of the Association and shall have the authority to appoint committees from the Members to assist in the affairs of the Association. The President shall perform such other duties as the Board from time to time may prescribe. The President may nominate from the Members an individual to fill an unexpired term or vacancy. The nominated individual must receive approval from a majority of the Board.
29. Vice-President. The Vice-President shall be elected by the Members and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President, the Vice-President shall preside at meetings of the members of the Board. The Vice-President shall perform other duties as delegated to him by the Board or by the President.
30. Secretary. The Secretary shall be elected by the Members. The Secretary shall attend all meetings of the Members and of the Board keeping official, true and complete record of the proceedings of such meetings, shall perform other duties incident to the office of the Secretary, and other duties as prescribed by the Board. All minutes shall be kept in a businesslike manner. The President and the Secretary shall execute and see all notices are timely given, mailed/emailed, or delivered. The Secretary shall keep an accurate record of the names, addresses, phone numbers and email addresses of the members. The Secretary, or other appointed Board Member, shall have the responsibility of overseeing the Association's website and for the preparation and posting of the Association's newsletter and other information as approved by the Board. Upon the expiration or termination of the Secretary's term of office, the Secretary shall deliver all books, records, documents and other property of the Association in the Secretary's possession or control to the newly elected Secretary.
31. Treasurer. The Treasurer shall be elected by the Members. The Treasurer shall supervise the disbursement of the funds of the Association as may be ordered by the Board, receive and safely keep all money, securities, and other valuables belonging to the Association and shall distribute the same under the direction of the Board. The Treasurer shall keep correct and complete books and records of account specifying the receipts and expenditures of the Association. The Treasurer shall maintain records showing the allocation, distribution, and collection of the assessments, fees, revenues, and expenses. The Treasurer shall be responsible for the preparation and filing of the Association's annual income tax returns and shall be responsible for the annual filing and payment of fees to the Kentucky Secretary of State along with the required documentation to function as a non-profit organization. The Treasurer shall present a financial report at each Board meeting and provide a report outlining income and expenditures for the year and a projected budget for the following year to the Members at the Annual Meeting. In

addition, the Treasurer shall perform other duties which may be required by the members of the Board. Upon the expiration or termination of the Treasurer's term of office, the Treasurer shall deliver all money and other property of the Association in the Treasurer's possession or control to the newly elected Treasurer and shall provide such assistance as necessary to ensure an orderly transition.

32. Committees. The Board may create one or more committees, each of which shall consist of at least three (3) Members and shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Each Committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas of its meetings, and maintaining records of its meetings subject to any procedures which may be established for that committee by the Board.

Accounting, Budgets and Assessments

33. Accounting. At the Annual Meeting the Board shall be prepared to furnish to each Member in attendance a financial statement which shows all receipts and expenses received, incurred, and paid during the preceding year.
34. Proposed Budget. At the Annual Meeting the Board shall be prepared to furnish a proposed budget for the next fiscal year estimating the total amount of Common Expenses. The Board shall furnish a copy of such proposed Annual Budget to each Member in attendance.
35. Annual Assessments. Common Expenses shall be assessed to the Members as an Annual Assessment equally with respect to each Lot that is subject to assessment. The previously approved Annual Assessment shall remain in effect until the Board of Directors recommends an increase and said increase is voted on and approved by a majority of the Members in attendance at the Annual Meeting.
36. Delinquent Assessment. Any late payment of an Assessment shall automatically be subject to a late charge or monthly interest. The Board shall have the right to change the amount of the late charge annually, the time period before such charge is imposed, and to make other provisions for late charges and/or imposing interest on late payments. If the Assessment is not paid by August 1st the Board shall file a lien on the Owner's Lot and shall proceed with a court action in order to collect the delinquent assessments. If a Lot Owner is delinquent in the payment of the Assessment and attempts to sell the property, the Board shall notify the Lot Owner by registered mail and demand that payment, with appropriate late charges, be made within a specified time frame, or the Board will proceed with filing a lien on the Lot Owner's Lot. Once a lien is filed, the Lot Owner will be responsible for reasonable attorney fees, court costs, filing fees, the annual assessment and late charges, plus all other costs resulting from taking legal action.
37. Special Assessments. No Special Assessment shall be levied unless voted on and approved by a majority of the Members in attendance at a meeting called for the purpose of a Special

Assessment. Notice of a Special Assessment Meeting shall be mailed/emailed or delivered not more than thirty (30) days nor less than ten (10) days prior to the meeting.

38. Enforcement of Special Assessment. The Special Assessment is due and payable not more than forty-five (45) days from the date of the approval of the Special Assessment. The Board will determine and publish the appropriate late charge fees for those Members who fail to pay the Special Assessment within the prescribed time frame.
39. Fiscal Year. The Fiscal Year of the Association shall commence on March 15 and end on March 14, but the Board may change such Fiscal Year. Annual Member dues are to be paid to the Treasurer no later than March 15th or a penalty will be added monthly.
40. Application and Payments and Commingling of Funds. All funds collected by the Association shall be maintained separately in the Association's name. Reserve funds of the Association shall not be commingled and/or utilized as operating funds of the Association.

Enforcement of Covenants, Conditions and Restrictions

41. Condition. Proposed changes to the existing footprint of the property (i.e. decks, sunrooms, screened porches, outside fireplaces, patios, gazebos, sheds, outbuildings, etc.) must be submitted in writing for approval of the Board of Directors prior to the start of construction. The decision of the Board is final and binding.
42. Enforcement. The Board shall be responsible for enforcing the provisions of the Covenants, Conditions and Restrictions.
43. Procedures. This section of the Bylaws was amended by the Board of Directors effective July 29, 2012 to read as follows:

Step 1 At the Board's direction, the President, and/or his designee(s), shall address any violation of the Association's Covenants, Conditions and Restrictions by first notifying the Lot Owner of the violation with written notice and, as a courtesy, personal contact. When the Lot Owner is initially notified, that individual will have seven (7) calendar days to respond in writing to the Board. The Board shall reply within seven (7) calendar days. If the violation(s) is resolved, the matter shall be closed. Copies of all correspondence shall be provided to the Secretary, including documentation of the initial meeting and all subsequent contacts with the Lot Owner.

Step 2 If the situation is not resolved under Step 1, then the Secretary, at the Board's direction, shall prepare and mail a registered letter to the Lot Owner, stating the violation(s) citing the applicable Article(s) and Section(s) of the Covenants, Conditions and Restrictions. The Lot Owner shall be given an additional seven (7) days to respond in writing as to compliance. If the violation(s) is resolved, the matter shall be closed.

Step 3 If the violation(s) is not resolved to the satisfaction of the Board under Step 1 or 2, the Board shall proceed to fine the Lot Owner without further delay and take formal enforcement action either in Small Claims Court or by filing a lien against property. In

accordance with Covenants, Conditions and Restrictions, these Bylaws, any lien or judgment for enforcement of the Lot Owner’s compliance shall include recovery of all fees related to remediation and enforcement, including filing fees, court costs, interest and reasonable attorney fees.

For certain violations, (e. g. parking), the Board has determined that the Lot Owner and Board shall have two (2) days to respond in Step 1 and 2 prior to issuing a fine in Step 3 should the Lot Owner fail to comply.

The Fine Structure will be as follows:

- Initial fine \$25
- Second offense \$50
- Third offense \$100
- Three (3) or more \$100 for each occurrence

Addendums

44. Sympathy Acknowledgement. The Board of Directors has updated our sympathy acknowledgement policy and is including it as an addendum to the Bylaws of the Association. The sympathy acknowledgement policy established a procedure whereby the Wyndham Place Homeowners Association can express our condolences to the family of the deceased. The amount to be spent is \$100 per occurrence and can take the form of a floral arrangement, a platter of meat or fruit, or a contribution to the charity of the family’s choosing. Wyndham Place family members covered by this procedure include, and or limited to, a deceased spouse, son or daughter.