

**By-laws
Of
Brighton East Homeowners Association, Inc.**

1. Regular Meetings.

The regular meetings of the members of the Corporation shall be held the 2nd Monday of September and March of each year. Notice of the time and place of said meeting shall be delivered to all members of the Corporation by the Secretary. At each regular September meeting, there shall be an election of officers of the Corporation. The names and addresses of any nominees for officers shall be included in the notice of the regular September meeting, including a statement that additional nominations can be made from the floor by any member during the meeting.

2. Special Meetings.

Irregular or special meetings shall be called by a majority vote of the officers, or by the President upon the written request of ten (10) percent of the membership. A call of the special meeting shall set forth in writing the purpose of said meeting, and no other business shall be transacted at any special meeting without the unanimous consent of those members present. A notice of any special meeting shall be delivered to all members of the Corporation by the Secretary of the Corporation.

3. Notices of Meetings.

Any notice of any meeting as required under these By-laws, shall be delivered or mailed to every member of the Corporation in good standing at the time of the notice, at least one week in advance of the date of the meeting.

4. Membership and Dues.

- (a) Subdivision Lots - Each lot in Unit 1-A and 1-B of Brighton East Town homes Subdivision (the "Subdivision") shall be known as a "Subdivision Lot." Each Subdivision Lot shall constitute one (1) Membership Unit.
- (b) Annexed Lots - Persons who own a lot located outside the Subdivision may petition the Board to have their lot annexed by the Corporation. To be annexed (i) the lot's owner must apply to the Board; and (ii) the Board must approve the owner's application by a majority vote. Following approval, the Board shall cause appropriate restrictions and covenants to be recorded and placed upon the annexed lot. Any lot annexed pursuant to this section shall be known as an "Annexed Lot." Each Annexed Lot shall constitute one (1) Membership Unit.
- (c) Member - the owner(s) of each Subdivision Lot or Annexed Lot shall be Member(s) of the Corporation.
- (d) Annual Dues - Each Subdivision Lot and each Annexed Lot shall be assessed annual dues (the "Dues"). The Board shall establish the amount of the Dues. The Dues shall not exceed \$100.00, unless the Members approve the amount by a majority vote. The owner(s) of each Subdivision Lot and each Annexed Lot shall be jointly and severally obligated to pay the Dues assessed against their lot to the Corporation. Dues are due and payable on October 1 of each year (the first day of the Membership Year) and cover the remainder of the Membership Year. Any member who's dues are not paid by December 1st the Homeowners Association will place a 10% monthly fine on the unpaid balance. If association dues are not paid by March 1st of each year a lien will be put on your residence for the past due amount, including penalty and attorney fees. Any member who owes delinquent annual dues to the Corporation shall be barred from voting until all delinquent dues are paid in full.
- (e) Membership Year - The Corporation's membership Year begins on October 1 of each year and runs Through September 30 of the next year.

5. Quorums.

Ten (10) percent of the membership shall constitute a quorum for any meeting of the Corporation, and a majority of the directors shall constitute a quorum for a Board of Directors meeting, subject only to the provisions in the Corporation's Articles of Incorporation and the laws of the Commonwealth of Kentucky.

6. Proxies.

A member of the Corporation may cast his vote by proxy, and only such persons shall be entitled to vote at a meeting of the members as appear to have been members on the books of the Corporation due two weeks immediately preceding the meeting.

7. Voting.

A majority vote of the members present, in person or by proxy, shall determine all questions at any meeting. Any member in good standing may vote on any and all matters at a regular or special meeting of the Corporation. Each Subdivision Lot and each Annexed Lot shall be entitled to one (1) vote. The owner(s) of each Subdivision Lot and each Annexed Lot shall determine how to cast their lot's one vote. No vote shall be cast fractionally. All voting by the membership shall be conducted as set forth in this section.

8. Election of Board of Directors and Officers.

At the September regular membership meeting, the Members shall elect a President, Vice-President, Secretary, Treasurer, Landscape, Social and Correspondence Officer. These seven (7) officers shall also constitute the Board of Directors. The Officers' and Directors' terms shall begin on October 1 following their election and end on September 30 of the next year.

9. Directors' Meetings.

The Board of Directors shall meet every month in Fayette County, Kentucky, at a place and hour designated by the President. The Directors shall also meet whenever called together by the President on due notice to each director. The President shall call all meetings of the Board of Directors, and if for any reason he or she shall fail to call a meeting when requested to do so by three (3) or more directors, or shall fail to call a regular meeting of the Board of Directors, the meeting may be called by any three (3) Directors in the same manner that the President may call a meeting. Notice of any special meeting of the Board of Directors shall be given in writing or by telephone at least two days in advance of such meeting. The Board of Directors may adopt such rules and regulations for the conduct of its meeting and for the conduct of the business of the Corporation as are not inconsistent with the laws of Kentucky, the Articles of Incorporation, or its By-laws.

10. Officers (The Board of Directors).

The PRESIDENT shall be the Chief Executive Officer of the Corporation, and shall preside at all meetings of the Board of Directors and at all membership meetings. In the event of the absence or incapacity of the President, the VICE-PRESIDENT shall act as the President. In the event of the absence of both the President and Vice-president, the SECRETARY shall act as President. The SECRETARY shall keep accurate minutes of all meetings of the Board of Directors and of the membership; the CORRESPONDENCE officer shall have charge of all correspondence of the Corporation with the members. The TREASURER shall have supervision of all financial records of the Corporation. The LANDSCAPE officer will tend to the entrance of Brighton East and all other common ground. The SOCIAL officer will plan all activities that he or she believes will bring unity to the neighborhood. Each of the officers named above shall be elected for a term of one year, and shall, serve until the expiration of that term or until a successor is elected. Under no circumstance shall a household possess more than one position on the Board of Directors at any given time.

11. Vacancies.

If a vacancy occurs on the Board of Directors before the expiration of the term, the Board of Directors of the Corporation may fill the vacancy for the unexpired term. Any board member who fails to attend three consecutive board meetings without excuse shall have the member's seat declared vacant. The vacancy shall be filled as described above.

12. Amendments.

These By-laws may be amended by a majority of the members of the Corporation PRESENT at a properly called meeting, or present by way of proxy at said properly called meeting; provided, however, that no amendment thereto shall be acted upon at any meeting unless the proposed amendment is set forth at length in the notice of such meeting. Any person desiring to submit an amendment to the By-laws shall furnish a copy of the same to the Secretary of the Corporation in sufficient time to allow him or her to prepare copies for submission to the membership with the notice of the meeting of the membership.

RESTRICTIVE COVENANTS FOR UNIT 1 – B, PHASES 1 & 2
OF
BRIGHTON EAST TOWNHOMES

BALL HOMES, Inc., owner of Unit 1 – b, Phases 1 & 2, of Brighton East Town homes Subdivision, desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value and to render it more attractive in appearance, therefore:

BALL HOMES, Inc., hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of said property, as more particularly described herein:

1. LAND AND BUILDING TYPE. No building shall be erected , altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered permitted to remain on any lot shall be as follows:

(A) It shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by the developer prior to beginning construction. The type wood or non-masonry mater used for construction must be approved in writing by the developer prior to construction. The minimum size living area for primary construction of a constructed with the Development, exclusive of porches, basements, attics, carports and garages, shall be as follows, based on the house type:

(1) One Floor Plan	1300	Sq. Ft.	
(2) 1 – ½ Story (Main Floor)	1100	Sq. Ft.	
	(1600	Sq. Ft.	Total)
(3) 2 Story (Lower Floor)	900	Sq. Ft.	
	(1800	Sq. Ft.	Total)

3. APPROVAL OF BUILDING PLANS. Ball Homes, Inc. is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots, except as herein set out concerning all wood construction which shall be approved or rejected in writing by Ball Homes, Inc.

4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages at other outbuilding are not permitted on these lots.

5. TEMPORARY STRUCTURES. No structure of a temporary character trailer, basement of uncompleted structure, tent, shack, garage, barn other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. NUISANCES. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood? No immobile or “junk” cars, trailers or recreational vehicles shall be allowed to be parked upon streets or public rights – of – way in this unit. No Satellite dishes, outside clotheslines, vegetable gardens, short wave or “ham” radios and short wave towers shall be allowed unless approved by the developer.

7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.

8. LOT CONDITION. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over 18” in height, the developer shall have the right to clean, mow and maintain the said lot and charge the owner.

9. ENFORCEMENT. Enforcement shall be by proceedings by law of equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.

10. SERVERABILITY. Invalidation of any one of these covenants judgement or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

11. TERM. All of the above restrictions, conditions, and covenants shall be effective Until October, 2023, after which time said covenants, shall be automatically extended for successive periods of the years unless an instrument signed by the majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

12. FENCES. No fences of any kind, shrubbery, or hedge shall permitted within the area between the minimum setback line and the street. Fences shall not obstruct any drainage easements and shall provide no length than an 8 inch clearance above the drainage easement's ground level, order to allow maintenance and repair to an adjoining dwelling, no fence shall be constructed any closer than 3 feet from the side property line When they are placed along side a dwelling on the adjoining lot. In any even side lot fences shall not be allowed any closer than 3 feet to a dwelling any adjoining lot. A wooden fence as approved by Ball homes, Inc. shall be only type of fence allowed. The fence must be six feet in height, more and no less. The fence shall be constructed of pressure treated material and shall not be painted or stained but shall be left natural.
(See Attached Fence Detail Marked Exhibit "A").

13. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Unit 1 – B, Phases 1 & 2, Brighton East Town homes Subdivision, as shown on plats thereof recorded, or hereafter recorded, the Office of the Fayette County Court and shall be consider covenants running with the land.

14. CONFORMATION. All land development and building construction shall conform to the Lexington-Fayette County Governments land Subdivision Regulations and Zoning Ordinances adopted by The Urban County Council December 15, 1983.

BALL HOMES, INC.

BY: _____
DONALD RAY BALL, JR., PRESIDENT

AMENDED RESTRICTIONS AND COVENANTS
FOR
UNITS 1-A AND 1-B OF
BRIGHTON EAST TOWNHOMES

This declaration, made this the 24 day of JUNE____ 1996, by the undersigned majority of lots in Brighton East Town homes Subdivision.

WHEREAS, in heretofore declared restrictions for Brighton East Subdivision there was provided a condition that said restrictions could be changed or amended by the majority of the then owners of the lots in said subdivision, and

WHEREAS, the undersigned constitute a majority of the present owners of the lots in said subdivision, and

NOW, THEREFORE, said undersigned do hereby amend said previously declared restrictions as follows:

1. DRIVEWAYS. All driveways in the neighborhood must be completed in concrete.

2. SATELLITE DISHES. Satellite dishes measuring 20 inches or less in diameter will be permitted. The dish must be charcoal gray or black in color, and mounted to the home. White or light colored dishes or dishes placed in the yard will not be allowed. This covenant takes precedence over the original restrictive covenant dated October 12, 1993

3. FENCES. The following fence styles are allowed: a) 6 foot shadowbox, b) 4 1/2 foot shadowbox, and c) 4 1/2 foot pickets. Specifications for the shadowbox style fence are outlined in the restrictive covenant dated October 12, 1993 with the addition of the 4 1/2 foot height. The 4 1/2 foot picket fence may be finished with one of the following 3 styles: a) standard dog-ear, b) Gothic and c) French Gothic plank. The fences must be unfinished, unpainted wood and the horizontal support beams must face into the yard. Posts must be placed 8 feet apart and vertical planks must be 4 inches wide and be placed 2 inches apart. No wire, mesh or chain link of any kind will be allowed. All fence types must be positioned on the lot with compliance to the original restrictive covenant dated October 12, 1993.

4. ASSESSMENTS. To enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which this Association has jurisdiction: to pay all expenses incidental thereof: to enforce the decisions and rulings of the Association having jurisdiction over any of said property: to pay all of the expenses in connection therewith, and to reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, or attempted enforcement, of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any declaration.

Power to levy assessments in accordance with its articles and by-laws for the operation of the Association Such assessment shall be a lien against the property prior to any other lien except a bona fide purchases money mortgage or purchase money lien. An annual 10% increase will be applied to all outstanding lien amounts owed to the Association.

THEREFORE, the undersigned, being the majority of the lot owners in Brighton East Town homes Subdivision, do hereby declare this amendment of Restrictions this the day and year first above written.