

**BYLAWS OF THE
COUNCIL OF CO-OWNERS OF
PAVILION PARK CONDOMINIUMS**

**ARTICLE I
General Provisions**

1. Identification. These are the Bylaws of Pavilion Park Condominiums Council of Co-Owners, (hereinafter the "Council").

2. Definitions. Except as otherwise defined herein, or unless the context demands otherwise, the following terms shall have the respective meanings given such terms in the Kentucky Horizontal Property Law, KRS 381.805 to 381.910, as amended (hereinafter the "Act"): "Unit", "Condominium", "Condominium Project", "General Common Elements", "Limited Common Elements", and "Council of Co-Owners".

3. Purposes of Council. The Council has been organized and these Bylaws have been adopted by the Board of Directors (hereinafter the "Board") of the Council pursuant to the Act for the purpose of administering a condominium project in Jefferson County, Kentucky, known as Pavilion Park Condominiums (hereinafter sometimes called "the project").

4. Office. The initial office of the Council shall be located at 312 New Venture Drive, Louisville, Kentucky 40214, or such other office as the Board of Directors may determine from time to time.

5. Fiscal Year. The fiscal year of the Council shall be the calendar year.

6. Members' Qualifications. The members of the Council shall consist of all of the record owners of units in Pavilion Park Condominiums. Any person, on becoming a record owner of a unit, shall automatically become a member of the Council and be subject to these Bylaws, and such membership shall terminate without any formal action

by the Council when such person ceases to be a record owner of a unit. Said termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of his membership or impair any rights and remedies which the Council or others may have against such former owner arising out of or connected with his membership.

ARTICLE II Members' Meetings

1. Annual Meetings. The annual meeting of the membership shall be held at the office the Council, or such other place designated by the Board, at 10:00 A.M., Eastern Standard Time, on the 15th day of January each year for the purpose of electing directors and transacting any and all other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday or a Sunday, the meeting shall be held at the same hour on the next normal business day that is not a holiday.

2. Special Meetings. Special meetings of the membership shall be held whenever called by the president or the Board. A special meeting must be called by the president upon receipt of written request of members entitled to cast one-third or more of the votes of the entire membership.

3. Notice of All Meetings. Notice of all meetings stating the time and place and purpose for which the meeting is called shall be given by the president, vice-president, or secretary. Said notice shall be given in writing to each member at their address as it appears in the books of the Council and shall be personally delivered or mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Any member may waive notice of any and all meetings in writing before or after such meetings; said waiver shall be deemed equivalent to the giving of notice. The managing

agent employed by the Board pursuant to Section IV.8 hereof shall also received notice of all meetings in the same manner as members and shall be entitled to attend such meetings or to designate a representative to attend such meeting son his or its behalf. All mortgagees requesting to be notified of the holding of such meetings shall be sent notices hereof. All mortgagees shall, in any case, be notified of all meetings at which the making of material amendments or additions to deletions from any part of the Master Deed or Bylaws of the Council is to be considered.

4. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a Majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting, at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Master Deed to Pavilion Park Condominiums (hereinafter the "Master Deed") or by these Bylaws.

5. Voting Rights. Voting shall be on the basis of one vote per one unit, unless provided otherwise by Statute. The vote of each unit shall be indivisible, and no member or group of members shall be permitted to cast a fraction of the vote to which his unit is entitled.

6. Designation of Voting Representatives. If a unit is owned by one person, his or her right to vote shall be established by the record title to his or her unit. If a unit is owned by husband and wife, either owner (but not both) shall be entitled to vote and to be counted for purposes of a quorum, but, if both are present at a meeting and cannot agree on how to cast a vote on any subject, they shall lose their right to vote on that subject at that meeting unless the Master Deed provides otherwise. If a unit is owned by more than one person (other than husband and wife), or is under lease, the person entitled to cast the

vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Council. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Council. If a unit is owned by a trust or estate, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the trustee or personal representative and filed with the secretary of the Council. If a unit is owned by a partnership, whether general or limited, or a joint venture, the certificate designating voting members shall be signed by all partners or joint adventurers, as the case may be. Said certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the record ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of that unit. If such a certificate is not on file, the vote of such of owners shall not be considered in determining the requirement of a quorum or for any other purpose.

7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

8. Adjourning Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present

9. Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of inspectors of election;
- (h) Election of directors;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

10. **Proviso.** Every provision contained in this Article II shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section III.16 hereof is held, the affairs of the Council shall be conducted solely and entirely by the Board, and the proceedings of meetings of members of the Council, if any such meetings are held, shall have no effect

ARTICLE III Board of Directors

1. (a) **Managing of Affairs.** The affairs of the Council shall be managed by a board of three (3) directors initially, and thereafter the exact number shall be determined by vote of majority of the membership at each annual meeting of the Council. However, any increase or decrease in the number of directors shall not become effective until the next annual meeting of the Council after such increase or decrease is voted. Except as provided in Section III.16 hereof, each director shall be a unit owner or the spouse of a

unit owner, or shall be a member of a partnership or officer or director of a corporation or trustee or beneficiary of a trust which is a unit owner.

(b) **Interim Management of Affairs.** The management of the condominium project, however, shall be under the exclusive direction and control of the Developer until seventy five (75) percent of the condominium units have been sold, transferred and recorded, or until five (5) years have elapsed after the recording date of the Master Deed, whichever event first occurs, at which time, it shall be turned over to the owners of the condominium units.

2. Election of Directors. Except as provided in Section III.16 hereof, the election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of two (2) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the meeting at which directors are to be elected. The committee shall nominate one person for each director then serving. Additional nominations may be made from the floor of the meeting.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by vote of a majority of the remaining directors, whether or not such a majority constitutes a legal quorum of such Board. If such directors are unable to agree, such vacancy shall be filled by vote of the members at a special meeting.

3. Removal of Directors. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by vote of the majority of the membership at the same meeting.

4. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualifies, or until he is removed in the manner provided in Section III.3 hereof.

5. Organization Meeting. The organization meeting of a newly-elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

6. Regular Meetings of Directors. The regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by vote of a majority of the Directors. Notice of regular meetings shall be given to each Director by the chairman of the Board if such an officer has been elected, or by the president, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. If a manager or managing agent is employed by the Board of Directors, pursuant to Section IV.8 hereof, such manager or managing agent shall receive notice of all meetings in the same manner as Directors and shall be entitled to attend such meetings or to designate a representative to attend such meetings on his or its behalf.

7. Special Meeting of Directors. Special meetings of the Directors may be called by the chairman of the Board, if such an officer has been elected, or by the president, and must be called by the secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting shall be given to each

Director by the chairman of the Board, if such an officer has been elected, or by the president, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

8. Waiver of Notice of Directors' Meetings. Any Director may waive notice of a meeting in writing before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

9. Quorum of Directors. A quorum at a Directors' meeting shall consist of a majority of the Directors then in office. The acts approved by a majority of those present at a meeting, at which a quorum is present shall, constitute the acts of the Board, except when approval by a greater number of Directors is required by the Master Deed or by these Bylaws.

10. Adjourned Meeting of Directors. If, at any meeting of the Board, there should be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

11. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

12. Presiding Officer at Directors' Meetings. The presiding officer of a Directors' meeting shall be the chairman of the Board, if such an officer has been elected; and, if none, the president shall preside. In the absence of the presiding officer, a majority of the Directors present shall designate one of their number to preside.

13. Order of Business at Directors' Meetings. The order of business at Directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

14. Directors' Fees. Directors' fees, if any, shall be determined by the members. However, this provision shall neither preclude the Board from employing a director, at a compensation established by the Board, as an employee of the Council nor preclude the contracting with a director, at a compensation established by the Board, for the management of the project pursuant to Section IV.8 hereof.

15. Liability of Board of Directors. The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the project. The liability of any unit owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total disability thereunder as his interest in the common elements bears to the interest of all the unit owners in the common elements. Every agreement made by the Board or by the

managing agent or by the manager on behalf of the project shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in common elements bears to the interests of all unit owners in the common elements.

16. **Proviso.** (a) Every provision contained in these Bylaws shall be subject to the following proviso: After the Developer has sold, transferred and recorded seventy five (75) percent of the units, or until five (5) years have elapsed after the date of recording the Master Decd, whichever event first occurs, the initial Board designated by the Developer in the Articles of Incorporation of the Council (or appointed by the Developer as hereinafter provided in this Section) shall call a special meeting of the membership for the purpose of electing successors to the initial Board and transacting any and all other business authorized to be transacted by the members. Quorum for said special meeting shall not be required and the successor Board shall be elected by a majority of those unit owners in attendance. Until such special meeting is held and a successor board of directors has been duly elected at such meeting, the Board shall consist of those persons designated by the Developer in the Articles of Incorporation of the Council, and in the event of vacancies the Developer shall fill the vacancies. Directors designated by the Developer in the Articles of Incorporation or to fill vacancies need not be unit owners.

(b) However, the Developer shall not have the right, either before or after such special meeting, to accept from the Council any leases of any part of the condominium project, or any franchises or licenses for the provision of services to the condominium project, and the Developer shall not have the right, either before or after

such special meeting, to enter into any management agreement or other contracts which extend beyond the date of such special meeting. Existing contracts shall be honored in accordance with the provisions of Article IV, Paragraph 8 hereof.

ARTICLE IV
Powers and Duties of the Board of Directors

1. Powers and Duties of the Board of Directors. All of the powers and duties of the Council existing under the Act, the Master Deed, and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Council members when such is specifically required.

2. Assessments. The Board shall levy and collect assessments against members to defray the costs and expenses of the project in the manner provided by the Master Deed.

3. Disbursements. The Board shall use the proceeds of assessments in the exercise of its powers and duties in the manner provided by the Master Deed.

4. Maintenance. The Board shall maintain, repair, replace and operate the project in the manner provided by the Master Deed.

5. Insurance. The Board shall purchase insurance upon the project and insurance for the protection of the Council and its members in the manner provided by the Master Deed.

6. Reconstruction and Improvements. The Board shall reconstruct improvements after casualty and further improve the project in the manner provided by the Master Deed.

7. Rules and Regulations. The board shall make reasonable rules and regulations respecting the use of the project in the manner proved by the Master Deed.

Rules and regulations of the Council, until amended, shall be as set forth in the Master Deed and in the Schedule attached hereto and made a part of these Bylaws.

8. Management Contract. The Board may employ to operate the project a professional managing agent at a compensation to be established by the Board and may delegate to such managing agent all powers and duties of the Board and the Council except such as are specifically required by the Master Deed or these Bylaws to have approval of the Board or the Council or the owners within a particular building or unit. Any management agreement must be terminable by the Council for cause upon thirty (30) days' written notice, not contain a cancellation fee and the term of any such agreement must not exceed three (3) years, renewable by agreement of the parties for successive three-year periods.

9. Enforcement. The board shall enforce by legal means the provisions of the Act, the Master Deed, the Bylaws and the rules and regulations for the use of the project.

10. Purchase of Units. The Board, on behalf of the Council, may purchase units in the project, subject to the provisions of the Master Deed.

ARTICLE V Officers

1. Executive Officers. The executive officers of the Council shall be a president, who shall be a director; one vice-president; a treasurer and a secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the president shall not be also the secretary or an assistant secretary. The board, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Council. The Board shall have the power to elect an assistant secretary who shall perform the duties of the secretary when

the secretary is absent.

2. President. The president shall be the chief executive officer of the Council. He or she shall have all of the powers and duties usually vested in the office of president of a nonstock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the members, from time to time, as he or she, in his or her discretion, may determine appropriate, to assist in the conduct of the affairs of the Council.

3. Vice-President. The vice-president, in the absence or disability of the president, shall exercise such other powers and perform such other duties as shall be prescribed by the Directors. If the Board shall elect more than one vice-president, the Board shall designate the order of seniority of such vice-presidents.

4. Secretary. The secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Council, except those of the treasurer, and shall perform all other duties incident to the office of secretary of a Council and as may be required by the Directors or the president.

5. Treasurer. (a) The treasurer shall have custody of all property of the Council, including funds, securities and evidences of indebtedness. He shall keep the books of the Council in accordance with good accounting practices, including a "Book of Accounts" as required by and defined in KRS 381.865; and he shall perform all other duties incident to the office of treasurer.

(b) The secretary and treasurer may be one person.

6. Compensation. The compensations, if any, of all officers and employees of the Council shall be fixed by the Directors; the Board may delegate authority to fix the compensation of employees to the executive officers.

**ARTICLE VI
Fiscal Management**

1. Fiscal Management. The provisions for fiscal management of the Council set forth in the Master Deed shall be supplemented by the following provisions:

2. Accounts. The receipts and expenditures of the Council shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current expenses", which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year, if any, shall be credited to the Reserve for capital expenditures account.

(b) "Reserve for deferred maintenance", which shall include the funds for maintenance items that occur less frequently than annually.

(c) "Reserve for capital expenditures", which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

3. Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) "Current expenses", the amount of which shall not exceed by fifteen (15%) percent the amount budgeted for this account for the prior years.

(b) "Reserve for deferred maintenance", the amount of which shall not exceed by ten (10%) percent the amount budgeted for this account for the prior year.

(c) "Reserve for capital expenditures", the amount of which shall not exceed by ten (10%) percent the amount budgeted for this account for the prior year.

The amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than a majority of the votes of the entire membership of the Council.

Copies of the budget and proposed assessments shall be transmitted by the Board to each member at least thirty (30) days preceding the fiscal year for which said budget has been made, and, if the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

4. Assessment and Special Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for each fiscal year at least thirty (30) days preceding the beginning of such fiscal year. Such assessment shall be due in twelve (12) equal payment on the first day of each month of the said fiscal year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. Should the annual assessment prove to be insufficient to meet either current expenses or the cost of deferred maintenance or capital expenditures, the budget and assessments may be amended at any time by the Board if the accounts of the amended budget do not exceed the limitations for the year. If any account would exceed

such limitation upon amendment of the budget to meet such increased current expenses or deferred maintenance or capital expenditures, the budget shall not be amended except upon approval of the membership of the Council as required by Section VI.3 hereof of such amendments to the budget and of a special assessment to meet such increases. The unpaid assessment for the remaining portion of the calendar year during which the special assessment is made shall be due upon the dates on which the regular assessment is due, and the special assessment shall be paid in equal payments on the payment dates of the annual assessment during the remainder of that calendar year. The first payment of a monthly installment by a unit owner shall be due on the date of delivery of his deed, and shall be equal to that proportion of the installment payment for the month in which delivery of his deed occurs as the person between the date of delivery of his deed and the last day of the month bears to the number of days in that month. The next payment of a monthly installment shall be due on the first monthly installment payment date falling after the date of delivery of his deed.

5. Reserve Payments. The Board shall have the power to require a purchaser of a unit, at or prior to delivery to the purchaser of the deed to his unit, to make to the Board a reserve payment in an amount of at least \$ 300.⁰⁰ All such reserve payments shall be used by the Board as a working capital fund for the initial months of operation of the project, and shall be credited to an account under the classification of "Current Expenses". As provided in Section VI.2(a) hereof, any amounts paid by unit owners as reserve payments that are not used during the first fiscal year of the Council shall be applied to the Reserve for Capital Expenditures Account.

6. Acceleration of Assessment Installments upon Default. If a unit owner shall be in default in the payment of an installment upon assessment, the Board of

Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7. Depository. The depository of the Council shall be such bank or banks or federally-insured savings and loan associations as shall be designated from time to time by the Board and in which the monies of the Council shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other withdrawal orders signed by such persons as are authorized by the Board.

8. Audit. An audited financial statement by a CPA shall be made annually, and a copy of the statement shall be furnished to each member not later than May 1st of the following year. Said financial statement must be completed no later than 120 days after the end of the Council's fiscal year. The Council shall provide, upon written request from any agency or corporation which has any interest in the project or prospective interest, a copy of the previous years audited financial statement.

9. Fidelity Bonds. Fidelity bonds may be required by the Board from all persons handling or responsible for Council funds. The amount of such bonds may be determined by the Directors. The premiums of such bonds shall be paid by the Council.

10. Rights of Unit Owners and Mortgagees. The Council shall maintain a copy of the Master Deed and any amendments thereto, the Council's Bylaws, the Council's Articles of Incorporation, the "book", the audited financial statements and any other records pertaining to the Condominium. Said documents must be made available for inspection to any unit owner or any insurer, guarantor or holder of mortgage upon request

by said party.

11. Proviso. Every provision contained in this Article VI shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section III.16 hereof is held, the initial Board of Directors shall be solely and entirely responsible for the fiscal affairs of the Council, and may prepare a budget in such form and manner as it deems advisable; may omit from such budget allowances for contingencies and reserves; may make reasonable assessments against the unit owners in such amount as the Board deems advisable; and may amend such assessments at any time it deems advisable.

12. Incorporation. The Developer or the Council has or will cause the formation of a Kentucky not-for-profit corporation, with the membership and voting rights in the corporation being the same as membership and voting rights already established for the Council.

ARTICLE VII Parliamentary Rules

1. Roberts' Rules of Order (last edition) shall govern the conduct of the Council meetings when not in conflict with the Master Deed or these Bylaws.

ARTICLE VIII Amendments

1. Procedures. These Bylaws may be altered, amended or repealed in the following manner:

(a) **Notice of Amendment of Bylaws.** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) **Approval.** Approval of an amendment shall be in accordance with the provision contained in Paragraph 24 of the Master Deed.

(c) **Prohibitions.** No amendments shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent.

(d) **Repeal.** The repeal of these Bylaws in their entirety and their replacement by new bylaws shall be accomplished in the same manner as provided by this Section VIII for the amendment of these Bylaws.

ARTICLE IX Dissolution

1. **Vote by Membership.** The Council may dissolve and wind up its affairs at any time upon the appropriate action by the Board and the member in the manner provided in Chapter 273 and Chapter 381 of the Kentucky Revised Statutes, as amended.

ARTICLE X Miscellaneous

1. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws.

2. **Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

3. **Captions.** The captions herein are inserted only as a matter of convenience and for referenced, and in no way define, limit or describe the scope of these Bylaws or

the intent of any provision hereof.

4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

5. Notices. Except as otherwise required herein, all notices to the Council and the Board shall be delivered personally or sent by registered or certified mail in care of the manager or managing agent; all notices to any unit owner shall be delivered personally or sent by registered or certified mail to the unit or to such other address as may have been designated by him in writing from time to time to the Board; and all notices to mortgagees of units shall be delivered personally or sent by registered or certified mail to their respective addresses as designated by them in writing from time to time to the Board. All notices sent by mail shall be deemed to have been given when mailed.

6. Lease restrictions. Any lease or rental agreement for a unit must be in writing and must be made available to the Council at their request.

The foregoing Bylaws and the attached Rules and Regulations were adopted as the Bylaws and Rules and Regulations of Pavilion Park Condominiums Council of Co-Owners on July _____, 2008.

Pavilion Park Development, LLC
A Kentucky limited liability company Developer

By: 
Michael S. Danzinger, Member

By: 
James G. McGraw, Member