

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HARPER WOODS, LLC**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into on this the 20th day of April 2021, by **HARPER WOODS, LLC, a Kentucky limited liability company**, with an address of c/o John Atchison, 3359 Tates Creek Road, Suite 209, Lexington, Kentucky 40502, hereinafter referred to as "Declarant" of Harper Woods, hereinafter referred to as the "Subdivision".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of central real property known as Harper Woods, comprised of Lots 1 through 41 (each a "Lot" or collectively, the "Lots"), as more particularly described in (i) the Final Record Plat of Harper Woods, LLC, Unit 1-B, Section 1, of record in Plat Cabinet S, Slide 30; (ii) Final Record Plat of Harper Woods, Unit 1-A, Section 1, of record in Plat Cabinet S, Slide 109; and (iii) Final Record Plat of Harper Woods, Unit 1-A, Section 1, of record in Plat Cabinet S, Slide 29, all in the Fayette County Clerk's Office (the "Property"); and,

WHEREAS, Lots 1-31 shall be developed as single-family residential lots (collectively, the "Single-Family Lots") and Lots 32-41 shall be developed as townhome lots (collectively, the "Townhome Lots"); and

WHEREAS, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations; and

WHEREAS, the Declarant intends to establish a general plan for the use, occupancy and enjoyment of the Subdivision; and,

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Declarant desires to create certain restrictions as to the Lots in the Subdivision;

NOW, THEREFORE, the Declarant does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of the Subdivision.

1. PRIMARY USE RESTRICTIONS.

a. The Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential (including townhomes) purposes.

b. No Single Family Lot shall be subdivided for the purpose of constructing more than one (1) residence per Single Family Lot; however, parts of Single Family Lots may be conveyed to adjoining owners with the approval of the Declarant. Townhomes comprised of two separate single-family dwellings sharing one common wall may be constructed upon the Townhome Lots.

c. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, 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 neighborhood.

2. APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES.

No outbuilding storage facilities of any kind shall be permitted, and no appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Declarant. Such permanent structures include, but are not limited to fences, gazebos and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Declarant. No second story additions are permitted. No additional windows, platforms, etc., which may invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

a. Driveways and Sidewalks. All maintenance for sidewalks and driveways will be the responsibility of the Lot owner for which the driveway and sidewalks serve.

b. Swimming Pools. No in-ground or above-ground pools are permitted.

c. Tennis Courts. No tennis court shall be permitted on individual lots.

d. Basketball Goals. No permanent or portable basketball goal(s) shall be erected without the approval of the Declarant in writing and no basketball goal shall be attached to the front of the house. No basketball goal shall be erected in common areas, and no portable basketball goals shall be located or used in or adjacent to streets or cul-de-sacs.

e. Fences. Excepting any ground boundaries or perimeter fences previously approved by Developer on border lot lines with adjoining subdivisions, no above ground boundary or perimeter fences of any kind will be permitted. Underground "invisible" fencing will be permitted with prior Declarant approval only. Four feet (4') tall aluminum fences are allowed in rear yards not to extend beyond rear residence corners. An approved uniform prototype is available from Declarant.

f. Mailboxes. All mailboxes shall be of uniform architectural design as determined by the Declarant and in three-group mailboxes as required by the United States Postal Service.

g. Satellite Dishes. No satellite dishes larger than eighteen inches (18") may be erected or placed on any lot. Installation and placement of 18" or less dishes shall not take place without the prior written approval of Declarant. No 18" or less dish installed by any Lot owner shall be visible when the residence is viewed from the street.

h. Clotheslines. No outside clothesline shall be erected or placed on any Lot.

i. Signs. No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Declarant.

j. Temporary Structures. No temporary structure shall be permitted on any Lot with the exception of temporary tool sheds and/or field offices used by individual builders during the course of construction on Lots in the Subdivision, or by the Declarant. Any such sheds or offices shall be removed upon substantial completion of construction on the Lots in question.

k. Lighting. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any Lot without the prior written approval of the Declarant in its sole discretion. Declarant shall also have sole discretion over the approval of bulb types and categories.

l. Chimneys. All maintenance of chimneys will be the sole responsibility of the individual homeowner.

m. Solicitation. No Owner shall permit anything to be done or kept on any Lot which will increase the rate of insurance for the Association (as hereinafter defined) without the prior written consent of the Board of Directors of the Association. Solicitors are not permitted. Any property owner who is contacted by a solicitor on the property is requested to notify the Association.

n. Firearms. No owner shall permit a firearm or other similar weapon to be discharged within the Subdivision.

o. Nuisance. No improper, unlawful, noxious, or offensive activity shall be conducted in or on any Lot in the Subdivision, nor shall anything be done therein or thereon which may become unreasonably annoying or a nuisance to the other property owners of the Subdivision. No owner shall make or permit any unreasonably loud or disturbing noises in any building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other property owners.

p. Outdoor Grills. Outdoor cooking grills shall not be used on patios or deck areas unless a fire protection or smoke detection method which has been approved by the Association is used.

q. Quiet Hours. All contractors or workmen employed by a property owner shall not be permitted to do any work, except for emergency repairs, during the hours of 10:00 p.m. through 8:00 a.m., unless otherwise provided by the Association.

r. House Painting. House painting is each individual homeowners responsibility and shall not be the responsibility of the Association.

s. Gutter Cleaning. Gutter cleaning is each individual homeowner's responsibility as needed and shall not be the responsibility of the Association.

3. MAINTENANCE OF LAWN AREAS:

a. The Association shall be responsible for the maintenance of all common lawn areas and all lawn areas on individual Lots so that a neat, uniform appearance may be maintained in the Subdivision. Such maintenance shall include the mowing and trimming of such lawn areas. Such maintenance shall not include the care and trimming of any decorative shrubbery, trees or flowers, or landscape beds. The Association shall not be liable for any damage or injury arising from such maintenance which is caused by the negligence of the individual Lot owner as a result of the presence on or in the lawn of debris or materials not permitted under these Restrictions. Any

damage to the Lot owner's property or injury to any person resulting from such negligence shall be the sole responsibility of the individual Lot owner.

b. No hedge shall be planted on any Lot unless its placement and planting are approved in writing by the Declarant.

c. Any additional landscaping must be approved by the Declarant or Association in writing. Any unapproved landscaping may be removed by Declarant or Association at the sole expense of the offending landowner.

d. No artificial vegetation, sculptures, flagpoles or lawn ornaments of any kind will be permitted on the exterior of any portion of the lots unless previously approved in writing by the Declarant.

4. DUTIES OF THE ASSOCIATION:

a. General Duties. In addition to the powers and duties otherwise set forth in this Declaration, the Association is authorized to make provision for the improvement and maintenance of the Common Area and certain repairs and maintenance of improvements on the Lot(s) as provided herein and to adopt rules and regulations for the use of the Common Area and generally to take such action as is necessary to accomplish the purposes of this Declaration.

b. Specific Duties. Specific duties shall include, but not limited to:

i. Payment of all taxes or government assessments and insurance, if any, upon the Common Area.

ii. Repair and maintenance of the Common Area.

iii. Snow removal is included on common roadways and areas first and on drives and sidewalks on an as necessary basis. Snow removal shall be billed hourly against the Association budget allowed.

iv. Cutting of grass and general maintenance of landscaping and plantings on the Lots and Common Area as set forth in Section 3, above.

v. Roofing. The Association shall also be responsible for roofing repairs as follows:

a. Shingle repair and replacement is included, 50 year Owens Corning shingle is the original specification.

5. EASEMENTS: The Declarant has included within its plan several common open space easements, for the enhancement of property and for the use of all property owners. The common open space easements may be used for locating utilities. All common open space is and shall remain private property exclusively for recreational or access purposes. The common open space shall be used exclusively by residents or guests accompanied by residents. The Declarant or the Association shall maintain the common open space located in the Subdivision and any other section of the Subdivision that Declarant may by past or future deed restriction or amendment hereof designate and provide. No structure, object or plant material may be placed in the common open space without the approval of the Declarant.

6. VEHICLES. No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any Lot or street, unless housed in a garage; and no operable vehicle shall be parked on any street in the Subdivision for a period in excess of twenty-four (24) hours in any one calendar year. Any and all routine automobile maintenance shall be conducted within the interior of the garage. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

7. DISPOSAL OF TRASH. No Lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere. Declarant reserves the right to remove any trash from Lots at the expense of the owner of the Lot and/or at the expense of the individual who violates this section. Receptacles must be stored in garages or in an enclosure approved by the Declarant.

8. FIREWOOD STOCKPILING. Any and all firewood stockpiles shall be placed so as to not detract from the aesthetic appearance of the Lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by wind.

9. ANIMALS. No pets, other than the traditional domestic animals in this geographic area (i.e., dogs, cats, birds) shall be housed or kept on any Lot. There shall be a maximum of two (2) dogs and/or cats permitted in each dwelling. No pets, including traditional domestic animals, shall be kept for any commercial or breeding purposes. Pets shall always be under the control of the owner and adhere to the ordinances set forth by the Lexington-Fayette Urban County Government. No pets shall be allowed in any landscaped common areas.

10. HOMEOWNERS ASSOCIATION/ASSESSMENTS:

a. The Articles of Incorporation of Harper Woods Homeowners Association, Inc. ("Association"), which may be amended from time to time, dated February 26, 2021, and registered with the Kentucky Secretary of State on March 3, 2021 are recorded in Corporate Record Book 418, Page 649, in the Office of the Fayette County Clerk, in Lexington, Kentucky.

b. Every owner of a Lot in the Subdivision (and such other sections as Declarant has provided in other deed restrictions or may provide in future deed restrictions) 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. Such owner and member shall abide by the Association By-laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Boards of Directors.

c. No owner, whether one or more persons, shall have more than one membership per Lot owned. In the event the owner of a Lot is more than one person, votes and the rights and privileges of membership may be exercised by a Lot owner or the owner's spouse, subject to the provisions of this Declaration and the By-Laws of the Association.

d. The Association shall have two classes of memberships, Class "A" and Class "B", as follows:

i. Class "A" Members shall be all owners of Single Family Lots and all owners of Units located in buildings constructed on the Townhome Lots with the exception of the Class "B" Members, if any. Class A Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership pursuant hereto, except that if two Lots are ever combined into one (1) Lot, the number of votes for the owner of the combined Lot will be two (2) votes; there shall be only one vote per Lot owner. In any situation in which more than one person holds the interest in a Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

ii. The Class "B" Members shall be the Declarant. The Class "B" Members shall be entitled to, in their sole discretion, appoint the members of the Board of Directors of the Association during the Class "B" control period. The "Class B Control Period" shall be the period of time beginning with the date of this Declaration and ending on the day the last Lot in the Subdivision has been conveyed to persons other than the Declarant, at which time the Class B Control Period shall terminate and become converted to Class "A" membership.

iii. During the Class "B" Control Period, business of the Association may be managed by a professional property manager designated by the Declarant in the exercise of its sole discretion.

iv. Notwithstanding any provision to the contrary contained in this Declaration or the By-Laws, during the Class "B" control period, any action, policy or program of the Association requiring approval by vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Members.

e. The objects and purposes of the Association are set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of their members. The Association shall have jurisdiction over the Subdivision, and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance of all yards, lawns, and other landscaping, as well as the repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as are shown on any plat of the Subdivision, and acceptance of common area for purposes of operation, maintenance and repair.

f. Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements against which each such assessment is made. 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.

g. The initial assessment by the Association to be paid at closing shall be no higher than \$1,200.00 per year per lot allocable to the Association operating account and a separate payment of \$1,200.00 allocable to the Association reserve account. After December 31, 2021, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be dated January 1 of each year and will be due and payable on or before February 1 of that year. The dues will be collected monthly and will be

automatically drafted out of an account provided by the homeowner at closing. They will be based on the annual common expenses / (31 Single Family Lots plus the 10 Townhome Lots) divided by 12 months. There will be a budget established annually to determine the estimated annual expenses provided to each lot owner. The assessment will be prorated in the event of occupancy for a portion of the year, with the proration to be calculated by determining the number of days of occupancy of the residence from the date of occupancy through December 31 of that year. This subparagraph should not be construed to restrict or prohibit the rights of the Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, and/or rules or regulations.

h. When a Lot is transferred there will be a mandatory three (3) month contribution by the purchaser to the General Association fund and a three (3) month contribution to the Association reserve fund for long term maintenance.

i. Declarant reserves the right to adjust the number of Single Family Lots and Townhome Lots.

11. RESTRICTIONS RUN WITH LAND: Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time after the expiration of the Class "B" Members control period by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions. 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.

12. GENERAL:

a. The several approval rights retained by Declarant in this instrument may be assigned to any person or the Association. If Declarant ceases to exist as a legal entity without formally assigning its approval rights, those approval rights shall be deemed assigned to the Association. If Declarant ceases to exist solely due to administrative dissolution Declarant may remedy said dissolution without adversely affecting and/or alienating its approval rights.

b. Wherever in this instrument a Lot owner has an affirmative obligation to take some action or is restricted from taking some action or is restricted from taking some action without the approval of Declarant, and the Lot owner violates any of those requirements, Declarant may notify the Lot owner of his violation. If the Lot owner has not complied with the Declarant's notification to correct the violation within 30 days, the Declarant shall have the right to correct the violation, and the cost of correcting such violation shall be paid by the Lot owner to Declarant immediately upon demand. To secure the payment of that obligation by the Lot owner, Declarant shall have a lien on such owner's Lot, which lien shall be equal in priority to the lien provided for in paragraph 14.f above. That lien shall be enforceable against the lot by foreclosure or otherwise.

c. Invalidation of any one of the provisions herein contained by judgment or Court order shall not affect any other provisions, which shall remain in full force and effect.

d. These Restrictions shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Declarant, Atchison-Heller Construction Co., LLC, has executed these Restrictions on this the day and year first above written.

HARPER WOODS, LLC

By: John Atchison
Title: Member

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed and sworn to before me on this the 20 day of April 2021, by John Atchison in his capacity as member of Harper Woods, LLC, a Kentucky limited liability company, for and on behalf of the said company.

Norma B Dampier
NOTARY PUBLIC, STATE AT LARGE, KY

My commission expires: 11-18-2023
635666

THIS INSTRUMENT PREPARED BY:

[Signature]
Jon A. Woodall
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, Kentucky 40507
(859) 231-8780

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: EMILY GENTRY ,dc

202105030107

May 3, 2021

11:31:06 AM

Fees	\$59.00	Tax	\$.00
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Total Paid	\$59.00
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9 Pages

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BY-LAWS OF HARPER WOODS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

General

(A) Description and Name

These are the By-Laws for Harper Woods Homeowners Association, Inc. (hereafter called the "Association"), a Kentucky nonstock, nonprofit corporation, which is composed of every Owner in Harper Woods (the "Subdivision"), as created by Harper Woods, LLC, a Kentucky limited liability company ("Declarant"), and as evidenced by the following plats of record in the Fayette County Clerk; (i) the Final Record Plat of Harper Woods, LLC, Unit 1-B, Section 1, of record in Plat Cabinet S, Slide 30; (ii) Final Record Plat of Harper Woods, Unit 1-A, Section 1, of record in Plat Cabinet S, Slide 109; and (iii) Final Record Plat of Harper Woods, Unit 1-A, Section 1, of record in Plat Cabinet S, Slide 29.

(B) Purposes of Association

The Association, acting in accordance with the Declarations, the Articles of Incorporation of the Association, and these By-Laws, and through its officers, and through the Board of Directors of the Association, shall govern the affairs of the Subdivision and provide for the harmonious use and occupation thereof.

(C) Office

The office of the Association and of the Board of Directors shall be located initially at 3349 Tates Creek Road, Suite 209, Lexington, Kentucky 40502, and thereafter at such other office as the board may determine from time to time.

(D) Fiscal Year

The fiscal year of the Association shall be the calendar year.

(E) Members' Qualifications

Each Lot Owner of record, and only such Lot Owner of record, shall be a member of the Association. Any person, on becoming a Lot Owner of record, shall automatically become a member of the Association and be subject to these By-Laws, and such membership shall terminate without any formal action by the Association when such person ceases to be a Lot Owner of record, but such termination shall not relieve or release such former owner from any liability or obligations incurred or arising during the period of his membership or impair any rights and remedies which the Association or others may have against such former Lot Owner arising out of or connected with the membership by that Lot Owner.

ARTICLE II

Lot Owners

(A) Annual Meetings

The Declarant shall notify the Lot Owners of the time and place of the first annual meeting (the "inception meeting") of Lot Owners, which shall be held within sixty (60) days after the earlier of (1) five (5) years from the date of recording of the first deed of transfer relating to a Lot or (2) prior thereto at the sole election of the Declarant.

Thereafter, the annual meeting of Lot Owners shall be held during the last quarter of the Association's fiscal year at the Subdivision clubhouse facility, or such other places as the Association may designate, on a date and time to be determined by the Association. At such meetings, the Board of Directors shall be elected by the Lot Owners in accordance with the provisions of these By-Laws. The Lot Owners may transact such other business at such meetings as may properly come before them.

(B) Place of Meetings

Meetings of the Lot Owners shall be held at the principal office of the Association as set forth in the section of these By-Laws entitled "Office", or at such other place reasonably convenient to the Lot Owners as may be designated by the Board of Directors.

(C) Special Meetings

The President of the Association (the "President") shall call a special meeting of the Lot Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary of the Association by those constituting a majority of the Lot Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(D) Notice of Meetings

The Secretary of the Association (the "Secretary") or the President, any Vice President of the Association ("Vice President"), or the managing agent shall mail to each Lot Owner of record at the address of the Lot Owner at the Subdivision Project (unless such Lot Owner shall have specified a different address for notices by notice theretofore given in writing to the attention of the Secretary, in which event the notice of the meeting of Lot Owners shall be mailed to such Lot Owner at such different address) and to any managing agent of the Subdivision (a representative of which shall be entitled to attend the meeting), a notice of each annual meeting and of each special meeting of the Lot Owners, at least 5 but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice. Any Lot Owner may waive notice of any and all meetings

in writing before or after a meeting, and such waiver shall be deemed equivalent to the giving of notice. A Lot Owner's attendance at a meeting without objection to such Lot Owner's not having received proper notice of the meeting shall be deemed a waiver of the right to receive notice of that meeting.

(E) Adjournment of Meetings

If any meeting of Lot Owners cannot be held because a quorum is not present, those constituting 50% of the Lot Owners and who are present at such meeting either in person or by proxy, may adjourn the meeting to a time not less than twenty four (24) hours from the time the original meeting was called.

(F) Designated Voter

The Lot Owner of each of the Lots in the Subdivision shall designate one (1) individual (the "designated voter"), who need not be a Lot Owner, who alone shall be entitled to vote on behalf of such Lot Owner on all matters put to a vote at all meetings of the Lot Owners. The Secretary of the Association shall be notified in writing of the identity of the designated voter, and of any changes in such identity from time to time occurring. If a Lot is owned by more than one (1) natural person or is under lease, the designated voter for such Lot shall be identified by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the designated voter for such Lot shall be identified 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 Association. If a Lot is owned by a limited liability company, the designated voter for such Lot shall be identified by a certificate signed by the members or the manager of the company and filed with the Secretary of the Association. If a Lot is owned by a trust or estate, the designated voter for such Lot shall be identified by a certificate signed by the trustee or personal representative and filed with the Secretary of the Association. If a Lot is owned by a partnership, whether general or limited, or a joint venture, the certificate identifying the designated voter shall be signed by all general partners or joint venturers, as the case may be, except that the Secretary may rely on a certificate signed only by the managing general partner of a general or limited partner may vote at such meetings. One (1) individual may be a designated voter for more than one Lot if so designated by Lot Owners of more than one Lot. Each designated voter shall be entitled to vote in person or by proxy on all matters which are put to a vote at all meetings of Lot Owners.

(G) 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 and must be filed with the Secretary in a form acceptable to the Secretary before the appointed time of the meeting (except, in the case of a meeting which is adjourned, before the appointed time of the continuation meeting held pursuant to the adjournment).

(H) Quorum

At all meetings of the Lot Owners, the presence in person or by proxy of designated voters who together are entitled to cast greater than fifty (50%) percent of the total votes which could be cast if the designated voters for all Lots of the Subdivision were present in person or by proxy at the meeting shall constitute a quorum.

(I) Action by Lot Owners

Except where a higher percentage is required by the express provisions of the Subdivision Documents or by law, the Lot Owners, when acting at a meeting, shall act only by a vote of designated voters who are present in person or by proxy and voting at any meeting of the Lot Owners at which a quorum is present, and who together represent greater than 50% of the Lots in the Subdivision.

(J) Informal Action by Lot Owners

Any action required or permitted to be taken at any meeting of the Lot Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the designated voters entitled to vote with respect to the subject matter thereof.

(K) Order of Business

The order of business at the annual meetings, and as far as practical at special meetings, shall be:

- (1) Election of chairman of the meeting;
- (2) Identification of designated voters and certifying of proxies;
- (3) Proof of notice of meeting or waiver of notice;
- (4) Reading and disposal of any unapproved minutes;
- (5) Reports of officers;
- (6) Reports of committees;
- (7) Election of inspectors of election;
- (8) Election of Directors;
- (9) Old business;
- (10) New business;
- (11) Adjournment.

ARTICLE II

Provisions

Every provision contained in this Article II shall be subject to the following provisions: Until such time as the inception meeting of the Lot Owners is held, the affairs of the Association shall be conducted solely and entirely by the Board of Directors, and the proceedings of meetings of Lot Owners as members of the Association or otherwise, if any such meetings are held, shall have no effect.

ARTICLE III

Board of Directors

(A) Number and Qualification

The management of the Subdivision shall be under the exclusive control and direction of a Board of Directors appointed entirely by the Declarant or the nominee of Declarant until the inception meeting. Thereafter, the Board of Directors of the Association shall be composed of three or five members (each sometimes referred to hereinafter individually as a "Director" and collectively, the "Directors") nominated and elected by the Lot Owners, with the exact number of Directors to be determined by the Lot Owners at each annual meeting of the Association; provided, however, that any increase or decrease in the number of Directors shall not become effective until the next annual meeting after such increase or decrease is voted. All Directors shall be Lot Owners or the spouses of Lot Owners; or, in the case of partnership or joint venture Lot Owners, members or employees of such partnership; or in the case of corporate Lot Owners, officers, stockholders, or employees of such corporation; or in the case of fiduciary Lot Owners, fiduciaries or officers or employees of such fiduciary. Any Director who ceases to be associated with a Lot owned in one of the above-enumerated capacities shall so notify the Secretary of the Association and shall be deemed to have resigned as of the date of such notice. Any vacancy on the Board of Directors shall be filled by a substitute Director nominated and elected by the remaining Directors and shall serve until the next meeting of the Lot Owners wherein a successor is duly elected.

(B) Powers and Duties

The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Subdivision and may do all such acts and things except as by law or pursuant to the provisions of the Subdivision Documents may not be delegated to the Board of Directors by the Lot Owners. All of the powers and duties of the Association existing under the Horizontal Property Law and the Subdivision Documents shall be exercised exclusively by the Board of Directors acting on its own behalf or officers of the Association elected by it, or any managing agent. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (1) Operation, care, upkeep, and maintenance of the Common Elements;

(2) Determination of the common expenses required for the affairs of the Subdivision, including, without limitation, operation and maintenance of the Common Elements;

(3) Collection of the common charges from the Lot Owners;

(4) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements;

(5) Adoption and amendment of rules and regulations covering the details of the operation and use of the property;

(6) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(7) Purchasing of Lots at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Lot Owners;

(8) Obtaining insurance for the property including, without limitation, any insurance required by the Master Deed;

(9) Making of repairs, additions, and improvements to or alterations of the property, including after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(10) Enforcing the remedies available against Lot Owners for violation of the provisions of the Subdivision Documents, including, without limitation, provisions of the Declaration of Covenants, Conditions, and Restrictions for Harper Woods;

(11) Controlling the use of all Common Elements (consistent with the provisions of the Subdivision Documents, including but not limited to provisions concerning the rights of Lot Owners to which limited Common Elements are appurtenant);

(12) Controlling power shutoffs and other interruptions of the normal functioning of the Subdivision to facilitate renovation of particular Lots and of the Common Elements; provided, however, in such event that the board will use diligent efforts to minimize the disruption to the Lot Owners caused thereby;

(13) Changing the name of the Association or the Subdivision; and

(14) Taking all other necessary and proper actions for the prudent management of the Subdivision and fulfillment of the terms and provisions of the Subdivision Documents.

(C) Managing Agent and Manager

The Board of Directors may employ either or both a managing agent and a manager for the Subdivision, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in subsections (1), (3), (4), (8), (9), (11), and (12) of Article III(B) of these By-Laws. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subsections (2), (5), (6), (7), (10), and (13) of Article III(B) of these By-Laws. Any management agreement must be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of any such agreement must not exceed one year, renewable by agreement of the parties for successive one year periods.

(D) Election and Term of Office

The Directors shall be elected at each annual meeting of the Lot Owners. Directors shall hold office for a term of one year and subsequently until their respective successors shall have been duly elected, or until such Director is removed pursuant to Article III(E) of these By-Laws; provided, however, that a Director shall be deemed to have resigned whenever such Director, such Director's spouse, or firm, corporation, or other entity with which he or she is associated, conveys the Lot which qualified such individual to become a Director or terminates such Director's relationship with that Lot Owner which qualified such individual to become a member of the Board of Directors.

(E) Removal of Directors

At any regular or special meeting of Lot Owners, any one or more of the Directors may be removed by the Lot Owners with or without cause by a vote of those constituting greater than fifty percent (50%) of the Lot Owners. A successor or successors shall be elected by the said Lot Owners at the same such meeting.

(F) Organizational Meeting

The initial members of the Board of Directors shall be appointed by the Declarant from time to time until the first meeting of the Board of Directors occurring after the inception meeting of the Lot Owners. Such first meeting of the Board of Directors shall be held immediately after the inception meeting of the Lot Owners, and no notice shall be necessary to the newly designated Directors in order legally to constitute such meeting, providing a quorum of the Board of Directors, as that term is defined in Article III (K) of these By-Laws, shall be present.

(G) Regular Meetings of Directors

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the vote of a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director by regular mail, email, or facsimile transmission, at

least five business days prior to the day named for such meeting.

(H) Special Meetings of Directors

Special meetings of the Board of Directors may be called by resolution of those constituting greater than fifty percent (50%) of the Lot Owners, on at least five business days' prior notice to each Director given by mail or facsimile transmission, which notice shall state the time, place (which shall be within a twenty (20) mile radius of the Subdivision), and purpose of the meeting. Special meetings of the board shall be called by the Secretary in like manner and on like notice on the written request of any two Directors.

(I) Waiver of Notice

Any Director may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting which properly may be transacted pursuant to the provisions of the Subdivision Documents and applicable law.

(J) Voting

Each Director shall be entitled to cast one vote at all meetings of the Board of Directors.

(K) Quorum and Decision of Board

Except as may otherwise be provided in these By-Laws, the presence in person of greater than fifty (50%) percent of the Directors shall constitute a quorum at all meetings of the Board of Directors, and at any meeting of the Board of Directors at which a quorum is present, the vote of greater than fifty (50%) percent in number of the Directors present and voting shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, any Director who is present may adjourn the meeting to a later time and place. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(L) Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or of a committee, may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

(M) Presiding officer at Directors' meetings

The presiding officer of a Directors' meeting shall be the President of the Association, or, if the President is not in attendance, the Vice President. In the absence of the President or Vice President, a majority of the Directors present shall designate one of their number to preside.

(N) Order of business at Directors' meeting

The order of business at Directors' meetings shall be:

- (1) Calling of roll;
- (2) Proof of due notice of meeting;
- (3) Reading and disposal of any unapproved minutes;
- (4) Reports of officers and committees;
- (5) Election of officers;
- (6) Old business;
- (7) New business;
- (8) Adjournment;

(O) Fidelity Bonds

The Board of Directors may obtain fidelity bonds for all officers and employees of the Association and its manager or Managing Agent, if any, handling or responsible for funds of the Subdivision. The premiums on such bonds shall constitute a common expense.

(P) Compensation

No Director shall receive any compensation from the Association for acting as such. However, notwithstanding the foregoing or any other provision to the contrary contained in these By-Laws or the other Subdivision Documents, nothing shall prevent a Director, subject to the approvals required herein, to be engaged in the additional or other capacity as a managing agent or employee of the Association for salary or fees.

(Q) Liability of the Directors

The Directors shall not be liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith. The Association shall indemnify and hold harmless each of the Directors against all contractual liability to others, and all other loss, claim, cost, and expense (including but not limited to reasonable attorney fees), arising out of contracts made by the Board of Directors on

behalf of the Association unless any such contract shall have been made in bad faith, with the cost and expense of any such indemnity to be a common expense of the Subdivision. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Every contract made by the Board of Directors or by the managing agent or by the manager on behalf of the Subdivision shall provide that the Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the Lot Owners and shall have no personal liability thereunder (except as Lot Owners), and that each Lot Owner's liability thereunder, if any, shall be limited to such proportion of the total liability thereunder as such Lot Owner's interest in the Common Elements bears to the interests of all Lot Owners in the Common Elements.

(R) Provisions

Every provision contained in this Article III shall be subject to the following provision: Until the first meeting of the Board of Directors held after the inception meeting of the Lot Owners, the Board of Directors shall consist solely of those persons designated by the Declarant in the articles of incorporation of the Association and thereafter appointed by Declarant from time to time, and, in the event of vacancies (whether created by removal, with or without cause, at the sole option of Declarant, or otherwise), the Declarant shall appoint Directors to fill the vacancies. Directors designated by the Declarant in the articles of incorporation or to fill vacancies need not be Lot Owners; provided, however, the Declarant shall not have the right either before or after the first meeting of the Board of Directors after the inception meeting to enter into any management agreement or other contracts which extend beyond the date of such special meeting.

ARTICLE IV

Officers

(A) Designation

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by vote of the Board of Directors. The Board of Directors may appoint an assistant Treasurer, an assistant Secretary, and such other officers as in the judgment of the Board of Directors may be necessary or desirable to assist in managing the affairs of the Association. The President and Vice President, but no other officers, shall be required to be Directors.

(B) Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors.

(C) Removal of Officers

Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

(D) President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Lot Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonstock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the Lot Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

(E) Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(F) Secretary

The Secretary shall keep the minutes of all meetings of the Lot Owners and of the Board of Directors; the Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of a nonstock, nonprofit corporation.

(G) Treasurer

The Treasurer shall have the responsibility for collecting the common charges assessed by the Board of Directors, for assisting the Board of Directors in the preparation of the annual budget and the calculation of the common charges, for investing Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable property in the name of the Board of Directors, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of Treasurer of a nonstock, nonprofit corporation, including, but not limited to, (1) insuring that a book of detailed accounts of receipts and expenditures affecting the Subdivision and its administration is kept in accordance with good accounting procedures, which shall specify the maintenance and repair expenses of the Subdivision, and (2) arranging for the audit of said books at least once a year by a certified public accountant.

(H) Agreements, contracts, deeds, checks, etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association, at least one (1) of whom shall be a member of the Board of Directors, or by such other person or persons as may be designated by the Board of Directors.

(I) Compensation of Officers

The compensation, if any, of the officers shall be fixed by the Board of Directors and noted in the minutes of the Board of Directors.

ARTICLE V

Fiscal Management of the Property

(A) Determination of common expenses and fixing of common charges

The Board of Directors shall from time to time, and at least once each fiscal year, prepare a budget for the Subdivision, determine the amount of the common charges payable by the Lot Owners to meet the common expenses of the Subdivision, and allocate and impose a uniform assessment among the Lot Owners in the same proportion as their respective ownership of the Lots.

The common charges shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors, and the fees and disbursements of any insurance trustee. The common expenses shall also include such amounts as the Board of Directors deems proper for the operation and maintenance of the property, including, without limitation, for payment of accounting, legal, architectural, or other professional or service fees; an amount for working capital of the Association; for a general operating reserve; for a reserve fund for replacements; for a reserve fund for capital expenditures; and to make up any deficit in the common expenses for any prior fiscal year. The Board of Directors shall advise all Lot Owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid and shall furnish to any Lot Owner who requests the same, in writing, copies of each budget on which such common charges are based. A copy of the annual budget also shall be sent to any first mortgagee of record of a Lot promptly upon request from such mortgagee.

(B) Utilities

(1) Gas and electricity shall be supplied to all of the Lots and the Common Elements through separate meters associated with, respectively, each Lot and the Common Elements. Each Lot Owner shall pay all charges for gas and electricity metered to each Lot owned by such Lot Owner promptly after the bills or the same shall have been rendered. The Board of Directors shall cause to be paid, as a common expense, all water and sewer charges for all Lots and the Common Elements and all gas and electricity charges metered to the Common Elements.

(2) Air-conditioning expenses, including maintenance, shall be borne by each Lot Owner as to all Lots owned by such Lot Owner. The Board of Directors shall pay, as a common expense, any air-conditioning expenses, including maintenance, for the Common Elements. The approval in writing of the Board of Directors shall be required to permit a Lot Owner to install a separate air-conditioning Lot in any Lot and in the event such a separate air-conditioning Lot is privately installed by a Lot Owner, such Lot Owner may be required by the Board of Directors to pay the expense of separately metering such air-conditioning Lot, and all other charges in connection therewith shall be borne exclusively by the Lot Owner.

(C) Accounts

The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) "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 applied to the reserve accounts mentioned in Section (C)(2) and (3).

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

(3) "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.

The budget for each fiscal year shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) "Current expenses".

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

(3) "Reserve for capital expenditures", the amount for which shall not exceed ten (10%) percent of 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 those Lot Owners constituting greater than fifty percent (50%) of the Lots.

(D) Assessments and special assessments

Assessments against the Lot Owners for their shares of the items of the budget shall be as set forth in the Declaration of Conditions, Covenants, and Restrictions and, unless otherwise stated therein, 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 payments on the first day of each month of 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 of Directors if the accounts of the amended budget do not exceed the limitations for that 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 unless a special assessment is imposed 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 made 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 Lot 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 period between the date of delivery of his deed and the last day of that month bears to thirty (30). 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.

(E) Acceleration of assessment installments upon default

If payment by a Lot Owner of any monthly installment of an annual assessment is more than fifteen (15) days past due, the same shall be a default, and thereupon the Board of Directors may accelerate the remaining installments of the annual assessment (and each annual assessment thereafter upon final determination by the Board of Directors thereof, if at or prior to the time of such determination the Lot Owner shall not have cured the default by voluntary payment of all past due assessments) upon notice to the Lot Owner, and thereupon the unpaid balance of the then current annual assessment shall become due upon the date stated in the notice, but not less than ten (10) days after personal delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to such Lot Owner by registered or certified mail, whichever shall first occur.

All assessments shall bear interest at the rate of eighteen (18%) percent per annum from the date such assessment is due; provided, however, that in the event such assessment is paid on or before ten (10) days after the date such assessment shall be due, interest on such assessment shall be abated.

(F) Depository

The depository of the Association shall be such federally insured bank or banks or federally insured savings and loan associations as shall be designated from time to time by the

Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be deposited by checks or other withdrawal orders signed by such persons as are authorized by the Board of Directors.

(G) Audit

An audit of the accounts of the Association shall be made annually after the end of each fiscal year of the Association by certified public accountant(s), pursuant to an agreement requiring such accountant(s) to furnish such completed audit report to the Board of Directors no later than four months after the fiscal year end of the Association.

A copy of the audit report shall be furnished by the Board of Directors to each Lot Owner promptly upon request of the Lot Owners.

(H) Rights of mortgagees

The holders of first mortgages on any Lots shall have the right to examine the books and records of the Association upon reasonable prior notice and at reasonable times determined by the Secretary, and to require the Board of Directors to furnish them with a copy of the annual audit report and the current budget, upon the express condition that the same shall be kept confidential by them.

(I) Provisions

Every provision contained in this article shall be subject to the following provision: Until the time of the inception meeting of the Lot Owners is held, the initial Board of Directors (any replacements for such Directors appointed by Declarant) shall be solely and entirely responsible for the fiscal affairs of the Association, 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 assessments against the Lot Owners in such amounts as such Board of Directors deems advisable; and may amend such assessments at any time it deems advisable.

ARTICLE VI

Mortgages

(A) Notice to the Board of Directors

A Lot Owner who mortgages the Lot owned by such Lot Owner shall notify the Board of Directors of the name and address of each mortgagee and shall file a conformed copy of the note(s) and mortgage(s) with the Board of Directors, which shall be maintained in a confidential file.

(B) Notice of unpaid common charges

The Board of Directors, whenever so requested in writing by a mortgagee of a Lot, shall

promptly report any then unpaid common charges due from, or any other default within the actual knowledge of the Board of Directors by, the Lot Owner of the mortgaged Lot.

(C) Notice of default

The Board of Directors, when giving notice to a Lot Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has theretofore been furnished to the Board of Directors; provided, however, that the Board of Directors shall not be liable to any mortgagee for failure to comply with this section.

(D) Examination of books

Each Lot Owner and each mortgagee of a Lot shall be permitted to examine the books of account of the Subdivision at reasonable times on business days, but not more often than once a month.

ARTICLE VII

Miscellaneous

(A) Notices

All notices required to be given to the Board of Directors pursuant to any provision of any of the Subdivision Documents shall be sent by registered or certified mail, return receipt requested, to the Board of Directors in care of the manager or managing agent, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Lot Owners in accordance with this section. All notices required under the provisions of any of the Subdivision Documents to be given to any Lot Owner shall be in writing and personally delivered or sent by registered or certified mail, return-receipt requested, to any Lot owned by the Lot Owner at the Subdivision, or to such other address as may have been designated by such Lot Owner to the Board of Directors from time to time by notice given to the Board of Directors in accordance with this section. All notices sent by mail shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

(B) Severability

The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of any other provision of these By-Laws.

(C) Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision thereof.

(D) Gender; number

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(E) Waiver

No restriction, condition, obligation, or provision contained in these By-Laws 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.

(F) Reference to the Declarant

Whenever a reference is made to the Declarant, such reference shall be deemed to include any corporation, subsidiary, or their entity affiliated with the Declarant and designated by it to act in its place and stead concerning any matter pertaining to the ownership, leasing, or mortgaging of Lots, operation of the property, or both.

(G) Conflicts

These By-Laws are intended to comply with the requirements of the Declaration of Covenants, Conditions and Restrictions for Harper Woods and the Articles of Incorporation. In the event that any provision of these By-Laws conflicts with the provisions of said Declarations or Articles of Incorporation, the Declarations and/or Articles of Incorporation shall control.

ARTICLE VIII

Amendments to By-Laws

These By-Laws may not be modified, amended, or repealed except by the vote of those Lot Owners constituting greater than fifty percent (50%) of the Lots, at a regular or special meeting of the Lot Owners; provided, however, that until the time the inception meeting of the Lot Owners is held, the By-Laws may be modified, amended, or repealed by the vote of greater than fifty (50%) percent in number of the members of the Board of Directors present and voting at a meeting of the Board of Directors at which a quorum is present.

The foregoing By-Laws and the attached Restrictions were adopted as the By-Laws and Restrictions, respectively, of Harper Woods Homeowners Association, Inc. by written unanimous consent of the Board of Directors in lieu of an organizational meeting as of this _____ day of February 2021.

HARPER WOODS HOMEOWNERS
ASSOCIATION, INC.

BY: _____
John G. Atchison, III

TITLE: Director

BY: _____
Stephen J. Heller

TITLE: Director

BY: _____
David Atchison

TITLE: Director

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this the _____ day of February 2021, by John G. Atchison, III in his capacity as Director of Harper Woods Homeowners Association, Inc., a Kentucky non-profit corporation for and on behalf of said corporation.

My Commission Expires: _____

NOTARY PUBLIC

ID NO.

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this the _____ day of February 2021, by Stephen J. Heller in his capacity as Director of Harper Woods Homeowners Association, Inc., a Kentucky non-profit corporation for and on behalf of said corporation.

My Commission Expires: _____

NOTARY PUBLIC

ID NO.

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this the _____ day of February 2021, by David Atchison in his capacity as Director of Harper Woods Homeowners Association, Inc., a Kentucky non-profit corporation for and on behalf of said corporation.

My Commission Expires: _____

NOTARY PUBLIC

ID NO.

PREPARED BY:

McBrayer PLLC
201 E. Main Street, Suite 900
Lexington, Kentucky 40507

BY: _____
JON A. WOODALL

4842-4200-1084, v. 1



Harper Woods

SUMMARY OF NEIGHBORHOOD RULES AND RESTRICTIONS

As of 6/26/2026 update

The following is a summary of the neighborhood rules and deed restrictions for Harper Woods. This is only a summary and is not meant to replace the Declaration of Covenants, Conditions and Restrictions or any subsequent amendment or change for Harper Woods LLC. Any questions about this information should be directed to **Miranda Woodall at All Points Management Group (859)263-7681.**

The following must be submitted to the HOA management company in writing for review and approval prior to any action by the homeowner:

- All exterior alterations of any existing building
- Any additional tree, hedge, shrub, or landscape bed
- All fencing requests – only limited fencing types will be permitted
- Garbage receptacle screening location and material.
- Requests for satellite dishes, basketball goals, or additional exterior lighting
- Any sculptures, flagpoles, or lawn ornaments of any kind

The following are not permitted in Harper Woods:

- Outbuildings or storage facilities of any kind
- Storage of any garbage or recycling receptacle outside of the home, not in an approved enclosure
- Swimming pools or tennis courts on individual lots
- Clothes lines
- , basketball goals, satellite dishes
-
- Signs of any kind except For Sale or For Rent signs are deemed acceptable
- No trailer, commercial vehicle, recreational vehicle, boat or inoperable vehicle unless parked inside of a garage or basement
- No farm animals, livestock or domestic pet commercial breeding
- Use of any residential lot for the operation of any trade or business
- Discharging of firearms or similar weapons within the neighborhood
- Any changes to common areas without prior written approval
- Solicitation of any kind
- Anything considered unlawful, improper, noxious or offensive

Individual homeowners are responsible for the following, and failure to appropriately maintain these items will result in action by the HOA management company:

- Payment of all regular monthly assessments and any approved special assessments
- Insurance on their home
- Exterior maintenance of their home
- Maintenance of their fence (if applicable), fencing around the outside of their neighborhood excluded
- Maintenance of any additional vegetation, flowers, landscape beds, sculptures, flagpoles, lawn ornaments , or additional exterior lighting
- Maintenance of sidewalks and driveways, snow removal excluded
- Inappropriate firewood stockpiling



Harper Woods

- Shingle replacement at the end of the original shingles' useful life, approx. 50 years from original installation

Leased unit Requirements

- Any home that is leased has a 1-year minimum
- Establish a Lease application format with executed lease and application information available with the owner and property manager in case of emergency or if the tenant needs to be contacted
- Tenants will acknowledge and adhere to community rules
- Tenant will park in the garage and driveway and not in the street overnight. Community parking is for guests
- Register any new tenants and their cars or changes of tenants with the owner and property manager for gate access

For security, it is the intention of the Community that each homeowner and tenant have their own gate access code. If you are using someone else's code, please call All Points for your own personal code.