

AMENDED AND RESTATED BYLAWS OF
NOTTING HILL HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership

The membership of Notting Hill Homeowners Association, Inc, a Kentucky corporation (the "Association") shall consist of the members with the voting rights as hereinafter described, including the rights vested in Notting Hill Development, LLC, a Kentucky limited liability company, designated in the Declaration of Covenants, Conditions and Restrictions for Notting Hill Subdivision ("Declaration") of record in Deed Book 8686. Page 325, with Welch Developers. LLC, a Kentucky limited liability company (collectively "Developer") designated as the Section 4A, Section J and Section 4B developer pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Notting Hill Subdivision ("1st Amendment"), of recorded in Deed Book 8748, Page 647, pursuant to that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Notting Hill Subdivision, Section 3 ("4th Amendment"), of record in Deed Book 10477, Page 387, and pursuant to that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions and Annexation of Section 4B for Notting Hills Subdivision (6th Amendment"), of record in Deed Book 11459, Page 102. all in the Jefferson County Clerk's Office, as the same may be amended from time to time, pertaining to the residential community known as Notting Hill Subdivision (the "Community"). The Articles of Incorporation of the Association were recorded on July 20, 2005, in the Kentucky Secretary of State's Office.

Section 2. Offices

- 2.1 **Registered Office.** The Association shall maintain a registered office in the Commonwealth of Kentucky as required by Kentucky law. The address of the registered office may be changed from time to time.
- 2.2 **Principal Office.** The office of the Association and of the Board of Directors of the Association (the "Board") shall be located initially at 301 Middletown Park Place, Suite A. Louisville. Kentucky 40243. and thereafter at such other office as the Board may determine from time to time.

- 2.3 Other Offices. The Association may also have offices at such other places both within and without the Commonwealth of Kentucky as the Board may from time to time determine or the business of the Association may require.

Section 3. Meetings

- 3.1 Initial Meeting. Fulfilled during 2021. Section eliminated.
- 3.2 Annual Meeting. After the initial meeting is held, the annual meeting of the Members shall be held at such time and place as shall be designated by the Board, during the month of November, for the purpose of discussing an annual budget if necessary and transacting such other business as may properly come before the meeting.
- 3.3 Special Meetings. Special meetings of the Members may be called at any time by direction of the President or by any director upon at least three (3) days' notice, given via the Association website or email, of which notice will state the place, time and purpose of the meeting. The Secretary or President shall call a special meeting to be held at a time fixed by the Secretary or President, pursuant to written notice set forth below, after the Secretary shall have received a written request from the Board or a petition signed by Members holding, in the aggregate, twenty percent (20%) of the voting power of all Members.
- 3.4 Place of Meetings. Monthly meetings of the Members shall be held at the Notting Hill Clubhouse, unless the Board designates a different place for the meeting, in which case the meeting shall be held at the place thus designated and communicated on the Association website.
- 3.5 Notice of Meetings. The Secretary shall cause written notice of the time, date and place and purpose of each meeting of the Members to be delivered by email or via the Association website to the members entitled to vote not less than three (3) nor more than thirty-five (35) days before the date of the meeting.
- 3.6 Waiver of Notice. The attendance of any member at any meeting of Members without protesting the lack of proper notice shall constitute a waiver of such notice.

- 3.7 Quorum. Vote Required. Members holding twenty percent (20%) of the votes entitled to be cast on the matter to be voted upon represented in person shall constitute a quorum at a meeting of Members. In all matters requiring a vote, both as to members and as to the Board, a simple majority of a quorum of Members/Directors assembled shall constitute the passage or defeat of all issues.
- 3.8 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all Members entitled to vote, and such written consent is filed with the minutes of proceedings of the Members entitled to vote.
- 3.9 Proxy Voting. A specific member may request their vote be cast by another member by way of proxy for any Board position election. The member requesting another to exercise his or her vote by proxy must communicate such desire to any HOA Board Member no less than 3 days prior to any ballot deadline and must show proof of that communication and it being received. Communication forms will include email or U.S. Mail, but the communication must be received by a Board Member within the 3-day timeframe. The request must list the authorized person who will be casting the vote. Contact information for all parties will be listed on the request, along with the address for which the proxy vote is being cast. No proxy vote will be valid if it is not dated, does not conform to requirement of section 3.9, or if it purports to be revocable without notice.
- 3.10 Rules of Order. All meetings of Members or the Board shall be governed by Robert's rules Order.
- 3.11 Record Date. The Board may set a record date for determining the Members who are entitled to receive notice of or to vote at any meeting of the Members. which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Board, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting

is held, as the case may be. In any case in which a person's or entity's right to vote is questioned or disputed. The person wishing to vote shall have the burden of proving the right to vote.

Section 4. Board of Directors

- 4.1 **Number and Term of Office.** The affairs of the Association shall be managed by a Board of not less than five Directors. The Board shall be elected by the last day of the year during the last calendar year of their term of office and the new board shall take office at the January meeting of the proceeding year. In 2027 and going forward, in order to ensure board continuity, the terms of directors shall be determined by the number of votes received. The three candidates receiving the highest number of votes shall be elected to serve a term of three years. The two candidates receiving the next highest number of votes shall be elected to serve a term of two years. At all subsequent elections, directors shall be elected for two-year terms to replace those whose terms have expired. Board composition rules in Section 4.2 shall still apply.
- 4.2 **Board Composition.** Notwithstanding the above, the Villas at Chadwick Patio Homes and the Gardens of Notting Hill shall be entitled to elect one Director from each to serve on the Board of at least five Directors, such that the top vote, candidate from each of the Villas at Chadwick Patio Homes and the Gardens of Notting Hill shall be a member of the Board of Directors. The remaining three candidates will be the top three single-family home/lot owners who obtain the most votes. Only one owner of a lot may serve on the Board at the same time. Board members must have resided physically in their respective Notting Hill home for a period of one year prior to the official nomination date deadline for the specific election for which they desire to be a candidate for office or filling any board appointed vacancy or created position.
- 4.3 **Vacancies.** The office of a Director shall become vacant if he or she dies or resigns by writing

signed by the member and delivered to the Association. Any vacancy on the Board may be filled for the unexpired term by a vote of the majority of the remaining board.

- 4.4 Meetings; Notice. A regular meeting of the Board shall be held after the election of a new board in order to assist in any transitional issues for new members. The January meeting may serve to satisfy this requirement. The Board may decide to meet on the basis of a regular schedule of meetings, in which event said schedule of meeting shall be announced in advance by way of the Association website, email, or U.S. Mail. Special meetings of the Board may be called by the President or by any two board members pursuant to the notice set forth below.
- 4.5 Additional Notice Provisions; Waiver. Notice of the time and place of any special meeting of Directors shall be served upon each Director by direct telephone communication or email at least twenty-four (24) hours prior to such meeting. Notice of any regular or special meeting of Directors may be waived either before or after the meeting by any Director. The attendance of any Director at any regular or special meeting of Directors without protesting the lack of proper notice shall be deemed to be a waiver of notice of that meeting.
- 4.6 Quorum. A majority of the total Directors of the Board shall constitute a quorum.
- 4.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a consent thereto is in writing or email, setting forth the action so taken,
- 4.8 Duties of the Board of Directors. The Board shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the common areas, common area facilities, Shared Building Features, private streets, and common improvements (collectively, the "Common Areas"), as well as certain obligations on the Lots as more particularly set forth in the Declaration, and the collection and disbursement of the expenses pertaining thereto. a, hereinafter defined. These duties may include, but are not limited to:
- (a) management, maintenance, repair and replacements of the Common Areas (including

- the private streets) and Lots (as set forth in the Declaration).
- (b) procuring of utilities used in connection with the common facilities and/or Lots, removal of garbage and waste, and snow removal from the Common Areas, and Lots and the streets in the Community (if applicable).
 - (c) landscaping, painting, decorating and furnishing of the Common Areas and Lots as set forth in the Declaration:
 - (d) assessment and collection from the Members of their pro-rated share of the Common Expenses as set forth in the Declaration and pay for said Common Expenses from the Association funds: "Common Expenses" shall mean and include all expenses, including, without limitation, expenses for accounting, legal, architectural or other professional or service fees; an amount for working capital of the Association; an amount for a general operating reserve; an amount for a reserve fund for replacements; an amount for a reserve fund for capital expenditures; an amount to make up any deficit in the Common Expenses for any prior calendar year and any amount required or authorized to be spent by the governing documents by or on behalf of the Association, its Directors and its Officers.
 - (e) causing to be kept a complete record of all its acts and corporate affairs:
 - (f) procuring fire and extended coverage insurance covering any improvements on or to the Common Areas and/or Lots to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Members and the Association; and,
 - (g) assessment and collection of special assessments from any or all of the Members as set forth in the Declaration.

4.9 Powers of the Board. The Board shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company to assist the Board in performing its duties, and/or engage professional, clerical and service personnel as necessary, to perform necessary duties within the Association and/or at its meetings and/or to maintain the Common Areas and Lots and the legal and financial needs of the Association.
- (b) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board:

- (c) to employ legal counsel, architects, contractors, accountants, and others as in the judgement of the Board or any board member may be necessary or desirable in connection with the business and affairs of the Association.
- (d) to include the costs of all of the above and foregoing as a Common Expense:
- (e) to open and maintain one or more bank accounts in the name of the association:
- (f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and Lots and for approving the payment of vouchers, invoices and the like:
- (g) to adopt revise, amend and alter from time to time reasonable Rules and Regulations with respect to use, occupancy, operation, and enjoyment of the Common Areas and Lots:
- (h) to grant easements and other rights over the Common Areas:
- (i) to impose non-discriminatory fines upon any member if they or any members of their family, guests or invitees, shall violate any rules or regulations adopted by the Association, which fine shall be collectible by the Association in the same manner as payment of the Annual Assessment is collectible, and which fine shall be secured by a lien on the Lot owned by such member and subject to late charges and interest to the same extent as a late payment of the Annual Assessment; and to do such other acts and things as are in the best interest of the Members and which are not contrary to law.

4.10 **Compensation.** No Director shall receive any compensation for any service such Director may render to the Association in such Director's position as Director. However, all Directors shall be entitled to reimbursement for actual expenses incurred in the performance of such Director duties.

4.11 **Nominations.** Nominations for any position on the Board after the turnover date shall be made by the following methods:

- (a) Any member interested in serving on the Board shall submit his or her name in via email to all members of a 3-person Nominating Committee appointed by the President at least thirty (30) days in advance of the Annual Meeting of the members. No other means of nomination shall exist.
- (b) Nominations for Board positions shall be made by such Nominating Committee to the Board which shall, in turn, present a list of nominees to the Members at or before the Annual Meeting. Ballots for Board office elections shall be mailed to all eligible voting members within seven (7) days after the annual meeting. Members shall return their votes

to the location listed on the ballot by the deadline listed on the ballot. The ballots must be *received* by the deadline date. All ballots will be kept sealed and said ballots will be opened and counted with the 3 member election committee present. Should an election committee member be unable to attend the counting, the President can name a replacement. All ballots will be opened and counted at the Notting Hill Clubhouse. The time and date of ballot opening and counting shall be furnished to all members via email and will be open to any member wishing to attend. Ballots will be preserved for 30 days.

4.12 Non-Liability, of Directors. The Directors shall not be liable to the members or any other person for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall, if reasonably available carry liability insurance for the Board, and the cost of such insurance shall be included as part of the 'Common Expenses'. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Members shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract entered into by the Board on behalf of the Association shall be in the name of the Association.

4.13 Indemnity of Directors and Officers. The Association shall indemnify every officer and trustee of the association against any and all claims, liabilities, expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The officers and trustees shall not be liable for any mistake of judgement, negligent act or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees of the Association shall

have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, (except to the extent that such officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled.

- 4.14 Committees. The Board may create one or more committees, each of which shall consist of at least three persons (including at least one member from the Board), and may delegate to any such committee any of the authority and power of the Board. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by the unanimous written action of all of its members. Any such act or authorization of any committee, within the authority delegated to it by the Board, shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas of its meetings, maintaining records of its meetings and actions, and other administrative matters, subject to any procedures which may be established for that committee, or all committees, by the Board.

Section 5. Assessments

- 5.1 Types of Assessments. Each Owner of any Lot by acceptance of a deed therefor. Excluding Developer as set forth in the Declaration, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, special assessments or charges, with such assessments or charges to be determined, established and collected from time to time as hereinafter

provided, including, but not limited to, any charges or assessments created pursuant this Section.

- 5.2 Special Assessments. All Special Assessments shall be in conformance with the terms of the Declaration, including Member vote as set forth therein. In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of de-fraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Areas (including, but not limited to, the private streets), Lots, or any easement, drive, walkway or other right-of-way, including necessary fixtures or personal property related thereto.
- 5.3 Procedures. Assessments shall be made in a manner and subject to the following procedure and subject to the requirements of the Declaration:

- (a) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year, taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient during the assessment year to cover the expense of items in the proposed budgets, and/or the expense of any items not indicated on the proposed budget which may occur are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Areas, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy

of a supplement assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

- (b) Subject to the terms of the Declaration, special assessments shall be made by the Directors (with member approval, as required) upon thirty (30) days' notice and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.
- (c) Notice of any assessment shall be given by the Directors, by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Jefferson County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a notice of the assessment upon the Lot itself or by email on the Notting Hill Website.
- (d) The failure or delay of the Directors to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Member's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Member shall continue to pay at the then existing rate established for the previous payment period.

5.4 Liens. Any and all annual and special assessments, and charges as provided in this Section 5 together with interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which the Member, his or her heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of the Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided, and further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Member at the time when the assessment becomes due. Notwithstanding anything herein to the contrary, the lien of

the assessments provided for herein shall be subordinate to the lien of any first mortgage, and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

Section 6. Officers

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

6.2 **President.** The President shall:

- (a) Have general charge and authority over the business and affairs of the Association subject to the direction of the Board;
- (b) Have authority to preside over all meetings of the Members and of the Board.
- (c) Have authority acting alone, except as otherwise directed by the Board, to sign and deliver any document on behalf of the Association; and
- (e) Have such other powers and duties as the Board may assign to him or her.

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

6.4 **Secretary.** The Secretary shall:

- (a) Issue notices of all meetings for which notice is required to be given;
- (b) Keep the minutes of all meetings and have charge of the corporate record books; and
- (c) Have such other duties and powers as the Board or the President may assign to

him or her.

6.5 Treasurer. The Treasurer shall:

- (a) Have custody of all funds and securities of the Association.
- (b) Keep adequate and current accounts of the Association's affairs and transactions;
and
- (c) Have such other duties and powers as the Board or the President may assign to
him or her.
- (d) Ensure a budget is finalized no later than November 30th of each year. Unusual
circumstances as determined by the majority of the board may grant a two week
extension to budget adaptation.

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

Section 7. Members: Classes of Membership.

7.1 The classes of Membership shall be as set forth in Section 7.02 of the Declaration.

The "Class. A Members" and the "Class B member" are sometimes collectively referred herein
to as the "Members".

Section 8. Amendment to Bylaws

These Bylaws may be amended by the Board, voting in person or by proxy at an annual meeting or a
duly constituted special meeting called for such purpose. Any amendment to the Bylaws shall not conflict with
terms of the Declaration, which shall control.

APPROVED by the Board on September 15th, 2026.



Kelly Jones
President