

EXHIBIT "A"

DARTMOUTH-WILLOW TERRACE CONDOMINIUM

BY-LAWS

ARTICLE I

PLAN OF OWNERSHIP

1. Condominium Submission. The Condominium Project known as DARTMOUTH-WILLOW TERRACE CONDOMINIUM (hereinafter called the "Condominium") located in Louisville, Jefferson County, Kentucky, has been declared and constituted a Horizontal Property Regime by the Master Deed to which these By-Laws are appended as a part, and shall be governed by the said Master Deed and these By-Laws.

2. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property described in the Master Deed, including the land, the buildings and all improvements and structures thereon, as well as all easements, rights-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws, ordinances of the City of Louisville or Jefferson County and the applicable laws of the Commonwealth of Kentucky.

3. Personal Application. All present and future Co-Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the apartments (hereinafter referred to as "Units") in the Condominium shall constitute an acknowledgment that the said Co-Owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Master Deed, and the Rules and Regulations of the Association and will comply with them.

ARTICLE II

ASSOCIATION OF CO-OWNERS

1. Constitution. There is hereby constituted the ASSOCIATION OF CO-OWNERS OF DARTMOUTH-WILLOW TERRACE CONDOMINIUM (hereinafter called the "Association"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any Unit in this Condominium.

2. Voting. Voting at all meetings of the Association, in person or by proxy, shall be on a percentage basis with the Co-Owner of each Unit being entitled to vote the individual percentage interest allocated to his Unit in Paragraph FOURTH of the Master Deed. Where a Unit is owned by more than one person, all

of the Co-Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Co-Owners shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Co-Owners of such Unit of which he is a part owner until such authorization shall have been changed in writing.

3. Majority of Co-Owners. "Majority of Co-Owners" means Co-Owners representing Fifty-One Percent (51%) or more of the total individual percentage interests of the Condominium as defined in Paragraph FOURTH of the Master Deed.

4. Place of Meeting. Meetings of the Association shall be held at such place as may be designated by the Board of Administration and stated in the notice of the meeting.

5. Annual Meeting. The first Annual Meeting of the Association shall be held within One Hundred Eighty (180) Days after Seventy-Five Percent (75%) of the Units have been sold and title to the same has been conveyed, or the first day of February, 1983, whichever shall first occur. Thereafter, the Annual Meeting shall be held on the first Tuesday in February of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next day following which is not a legal holiday. The Association may transact such business as may properly come before it.

6. Notice of Annual Meeting. Written notice of the Annual Meeting shall be served upon or mailed to (such

mailing to be considered notice served) each Co-Owner entitled to vote thereat at least Ten (10) Days, but not more than Thirty (30) Days, prior to the Meeting.

7. Special Meeting. A Special Meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Board of Administration, and shall be called by the President as directed by Resolution of the Board of Administration, upon a petition signed by Co-Owners representing Thirty Percent (30%) or more of the total percentage interest of the Condominium and presented to the Secretatry of the Board of Administration. Such petition shall state the purpose or purposes of the proposed Special Meeting. No business shall be transacted at a Special Meeting, except as stated in the notice.

8. Notice of Special Meeting. Written notice of a Special Meeting, stating the time, place and object of such Meeting and the specific action to be taken thereat, shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner entitled to vote thereat at least Ten (10) Days, but not more than Thirty (30) Days, before such Meeting.

9. Voting Requirements. A Co-Owner shall be deemed to be in "good standing" and "entitled to vote" at any Annual Meeting or at any Special Meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the

Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least Three (3) Days prior to the date fixed for such Annual or Special Meeting.

10. Proxies. At all meetings of the Association, each Co-Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Co-Owner for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Proxies must be filed with the Secretary of the Board of Administration at least Two (2) Days before the time appointed for each meeting in the Notice. A Co-Owner may appoint any other Co-Owner or the Grantor as his proxy. In no case may a Co-Owner, except the Grantor or its agent, cast more than two (2) votes by proxy in addition to his own vote.

11. Quorum. Except as may otherwise be provided herein or by statute, a Majority of Co-Owners shall constitute a quorum for conducting official business and adopting resolutions. If, however, such quorum shall not be present or represented at any meetings, the Co-Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be

present or represented, any business may be transacted which might have been transacted at the meeting originally called.

12. Association Action. When a quorum is present at any meeting, the vote of a majority of the total undivided percentage interest of the Co-Owners present in person or represented by proxy shall decide any questions properly brought before such meeting, unless the question is one upon which, by express provision of the Statutes, the Master Deed or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

13. Order of Business. The order of business at all meetings of the Association of Co-Owners shall be as follows: (a) Roll Call; (b) Proof of Notice of Meeting or Waiver of Notice; (c) Reading of Minutes of preceding meeting; (d) Reports of Officers; (e) Reports of Committees; (f) Election of Inspectors of Election, if applicable; (g) Election of Board of Administration, if applicable; (h) Unfinished Business; and, (i) New Business.

14. Dispensing with Vote. Whenever the vote of the Co-Owners at a meeting is required or permitted, by any provision of the Statutes, the Master Deed or of these By-Laws, to be taken, the meeting and vote of Co-Owners may be dispensed with, if all the Co-Owners who would have been entitled to vote upon the action, had such meeting been held, shall consent in writing to such action being taken.

15. Powers and Duties of The Association. The Association shall have the power and duty to elect a Board of Administration (hereinafter "Board") which shall contain not less than three (3) nor more than seven (7) members, at the discretion of the Association. The Board of Administration shall govern and manage the affairs of the Condominium for its efficient and proper operation consistent with the Master Deed, these By-Laws and the direction of the Association.

16. Removal of Members of the Board. At a Regular or Special Meeting of the Association duly called, any member of the Board of Administration, except those appointed by the Grantor, may be removed with or without cause by the affirmative vote of the Majority of Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any member whose removal has been proposed by a Co-Owner or the Board shall be given an opportunity to be heard at the meeting. The term of any member who becomes more than Sixty (60) Days delinquent in payment of any assessments or carrying charges due the Association shall be automatically terminated and the remaining members shall appoint his successor.

17. Report of Officers. The Officers of the Board of Administration shall present at each Annual Meeting of the Association, and when called for by vote of the Association at any Special Meeting of the Association,

a full and clear statement of the business and condition of the Condominium.

18. Qualification, Term and Election of Members of the of the Board of Administration. Members of the Board of Administration shall be elected to One (1) Year terms and serve at the pleasure of the Association or until a successor has been duly elected. No member of the Board need own any interest in any Unit nor be a resident to be elected. All Board members shall serve without compensation unless authorized specifically by the Association. No Co-Owner shall be eligible to be elected to the Board of Administration who is more than Sixty (60) Days delinquent in payment of assessments for Common Expenses or other debts or obligations to the Association.

19. Initial Board. The Initial Board of Administration shall be appointed by the Grantor and shall serve at its pleasure until their successors are appointed or until the First Annual Meeting of the Association. The initial appointed members are:

1. EARL WILSON.
2. MICHAEL L. MAPLE
3. KAYE BOWLES

Notwithstanding anything contained in these By-Laws to the contrary, so long as the Grantor continues to be the owner of Twenty-Two (22) or more Units in the Condominium, it shall have the right to select a majority of the Board of Administration and to fill any vacancy

occurring from the death, resignation or removal of any Board member chosen by Grantor. So long as the Grantor continues to own Six (6) or more Units, but less than Twenty-Two (22) Units, the Grantor shall be entitled to appoint Two (2) Members of the Board, and fill any vacancy occurring from the death, resignation or removal of any Board Member chosen by the Grantor. This last paragraph of Article II, Section 19, may not be changed except by unanimous vote of the Co-Owners.

ARTICLE III

THE BOARD OF ADMINISTRATION

1. Constitution. The Board of Administration (herein referred to as the "Board"), as established heretofore in these By-Laws, is hereby constituted for the purpose of facilitating the operation, management and control of the Condominium. The Members of the Board shall operate pursuant to the terms of the Act, the Master Deed, these By-Laws and the direction of the Association.

2. Powers and Duties of the Board. Except to the extent pre-empted by the Association, the Board shall be responsible for the overall policy and administration of the Condominium, and pursuant thereto, the affairs and business of the Condominium shall be managed by the Board. The Board shall have the power and authority to adopt rules and regulations from time-to-time for the administration of the affairs of the Condominium, the operation and use of the Property, and the enjoyment of its Co-Owners, provided

that no rule or regulation shall be in conflict with the statutes, the Master Deed or these By-Laws, and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a Note secured by a Mortgage or other security interest if said rule or regulation is enacted after the execution of said Mortgage or other security interest.

3. Responsibilities of the Board. Except to the extent pre-empted by the Association, it shall be the responsibility of the Board:

(a) To provide for the care, upkeep, protection, maintenance and improvement of the Common Elements of the Condominium, and in connection therewith, to enter into service, employment, management and other contracts incident thereto, and to employ, supervise and dismiss employees, agents and attorneys required therefor; it being provided, however, that any Management Contract shall be terminable for cause upon 30 days notice and may not exceed the term of One (1) Year.

(b) To prepare a budget to facilitate the establishment of the amount to be assessed against the Co-Owners for Common Expenses.

(c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the Condominium.

(d) To obtain insurance as hereinafter provided.

(e) To enforce the provisions of the Master Deed, these By-Laws and any amendments thereto, and such Rules and

Regulations as the Board may issue from time-to-time, including the right to sue on behalf of the Condominium.

(f) To establish Reserve Funds for the repair and replacement of Common Elements and to provide for emergencies and unforeseen contingencies.

(g) To make available to Unit Owners, prospective purchasers, holders of security interests, insurers and guarantors of first mortgages on any Unit, current copies of the Master Deed, By-Laws, Rules and Regulations and the most recent Annual Financial Statement, during normal business hours.

(h) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules and charges in regard thereto; provided, however, any parking assignment made by the Grantor cannot be terminated or revoked except by the consent of the grantee thereof or upon violation of the terms upon which such assignment by the Grantor was made.

(i) Supervision of the use of the Common Elements, including use of Limited Common Elements which includes adoption of Rules and Regulations.

4. Management. The Condominium may employ a Professional Management Agent subject to the provisions of Paragraph 3(a) above at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article III. The Board shall not enter into a Management Agreement with a new managing agent without Thirty (30) Days' prior written notice to all mortgagees who have requested such notice. In no event shall the Board undertake self-management

unless a majority of the mortgagees have given their prior written approval.

5. Validity of Contracts. No contracts or other transactions between the Board and any other legal entity, and no act of the Board shall in any way be affected or invalidated by virtue of the fact that any of the Officers or Members of the Board are pecunarily or otherwise interested in, or are Directors or Officers of, such other legal entity; provided, however, that any such transaction shall be an arms length dealing and the full Board shall be given written notice of such relationship or interest. This provision shall apply to any contracts, including, but not by way of limitations, the Management Agent contracts.

6. Removal of Members of the Board. At a Regular or Special Meeting of the Board duly called, any Member of the Board, except those appointed by the Grantor, may be recommended for removal with or without cause by the affirmative vote of the majority of the Members of the Board. Upon such recommendation, a Special Meeting of the Association shall be called pursuant to the provisions of Article II, Section 16.

7. Vacancies. Vacancies in the Board of Administration caused by any reason other than removal of a Member by The Association shall be filled by vote of a majority of the remaining Members, even though they may constitute less than a quorum, and each person so elected

shall be a Member until his successor is elected at the next Annual Meeting of the Association. Death, incapacity or resignation of any Member, or his continuous absence from the State of Kentucky for more than six (6) months, shall cause his office to become vacant.

8. Annual Meeting. An organizational meeting of the Board of Administration shall be held at the place of and immediately following each Annual Meeting of the Association, and no notice shall be necessary to any Board Members in order to validly constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the Officers of the Association for the ensuing year.

9. Regular Meetings. Regular Meetings of the Board of Administration may be held at such time and place as shall be determined from time-to-time by a majority of the Board Members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least one day prior to the date of such meeting.

10. Special Meetings. Special Meetings of the Board of Administration may be called by the President on at least eight (8) hours' notice to each Board Member, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special Meetings of the Board shall be called by

the President or Secretary in like manner and with like notice on the written request of at least two (2) Board Members.

11. Waiver of Notice. Before or at any meeting of the Board of Administration any Board Member may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be waiver of notice to him of such meeting. If all the Board Members are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

12. Quorum of Board. At all meetings of the Board of Administration a majority of the total number of Members of the Board shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time-to-time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds and Directors' Liability Insurance. The Board of Administration may require that all Officers, employees and agents of the Association

handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. The Board, at its option, may obtain Directors' Liability Insurance in such amounts as it deems appropriate and the expense shall be deemed a Common Expense of the Association.

14. Officers. The principal Officers of the Association shall be a President, a Secretary and a Treasurer, who shall be elected by, and in the case of the President, from, the Board of Administration. The offices of Secretary and Treasurer may be combined in one person. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary.

(a) Election and Term. The Officers of the Association shall be elected annually by the Board of Administration at its Annual Meeting and shall hold office at the pleasure of the Board.

(b) Removal. Any Officer may be removed either with or without cause by vote of a majority of the Members of the Board of Administration and his successor elected at any Regular Meeting of the Board, or any Special Meeting.

(c) President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and the Board of Administration. Subject to the control and direction

of the Association and the Board, he shall exercise general supervision over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time-to-time by the Board or the Association.

(d) Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Administration, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all Units, have charge of such books, documents and records of the Association as the Board may direct.

(e) Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all its funds and securities.

(f) Auditor. The Board will at the direction of the Association, or of its own volition may, appoint annually an accountant or accounting firm as auditor, who shall not be an Officer of the Association nor own any interest in any Unit, to audit the books and financial records of the Condominium.

15. Conflicts Between Association and Board.
In the event there shall be any conflict between the

actions or directions of the Association and the Board, the actions or directions of the Association shall prevail.

ARTICLE IV

OPERATION OF THE PROPERTY

1. Common Expenses. Common Expenses, in general, shall include, but not necessarily be limited to, the costs of maintenance, repair or replacement of the Common Elements, garbage and trash collection, gas, electricity, water, sewer, utility service to the Common Elements, the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums, service contracts and employee salaries. The Common Expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all of the Co-Owners, of any Unit in the Condominium whose owner has elected to sell or lease such Unit or any Unit which is to be sold at a foreclosure or other judicial sale, if approved by the Association.

2. Determination of Common Expenses and Fixing of Common Charges. At each Annual Meeting, the Board shall fix and determine the amount deemed necessary to provide for the costs of administration and Common Expenses in the then current year for the Condominium, and shall assess said amount against all Units in the Condominium in accordance with their individual percentage interests. To assist the Board in determining such amount, the Notice of the Annual Meeting mailed to Co-Owners shall be accompanied by the estimated budget prepared by the Management Agent or President of the Association and approved by the Officers. Until the First Annual Meeting, Common Charges shall be based upon the budget to be prepared by the Grantor or the initial Management Agent employed by Grantor, and said budget is hereby fixed and assessed as a Common Charge on each Unit in accordance with its individual percentage interest.

3. Notification of Common Charges and Ownership Records. The Board shall advise all Co-Owners promptly, in writing, of the amount of Common Charges payable by each of them, respectively, and shall furnish copies of each budget on which such charges are based to all Co-Owners and, upon request, to their mortgagees. Notice shall be mailed to the Co-Owner whose name or names appear on the records of the Secretary of the Association. It shall be the duty of every Co-Owner to promptly cause to be recorded any Deed or Mortgage of his Unit and to

provide and file a copy of the same with the Board. Additionally, upon execution of any Lease or Rental Agreement or any other conveyance, assignment or pledge of a Unit, the Co-Owner shall provide and file with the Board a copy thereof.

4. Lien for Common Expenses. Each Co-Owner is obligated to pay the charges levied and assessed against his Unit for payment of Common Expenses, and such amount shall constitute a lien against said Unit from the day of assessment until the date of full payment. At the option of the Board, said amount shall be made payable in advance, in monthly, quarterly or other convenient installments.

Subject to the provisions of the Master Deed, the lien hereinabove set forth shall be junior only to general and special assessments for real estate taxes and First Mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or to an instrument recorded within Thirty (30) days after receipt of a written statement from the Board that the payments on said lien were current as of the date of the statement.

5. Payment of Lien After Transfer. Upon the voluntary sale or conveyance of a Unit, there shall be paid or provided from the sale proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with

any such sale or conveyance shall be entitled to a statement furnished by the Board as provided in the Master Deed, and shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with an amount of unpaid assessments greater than that shown in said statement for a period of Thirty (30) Days after the statement date.

No Co-Owner shall be liable for the payment of any part of the future Common Charges assessed against his Unit after notice to the Board of a sale, transfer and delivery of Deed by him (made in accordance with the provisions of these By-Laws) of all of his interest in such Unit.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of Common Expenses, the Board may declare any remaining balance of said lien at once due and payable in accordance with the provisions of the Master Deed. Upon default for a period in excess of Thirty (30) Days of any payment, the Board may elect to have a lien filed in the Office of the County Court Clerk of Jefferson County, Kentucky, to provide record notice of the non-payment, however, the Board shall not be required to do so and the failure shall in no manner affect the priority or enforceability of such lien.

7. Lien Enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner

as may from time-to-time be provided by the Laws of the Commonwealth of Kentucky for the foreclosure or lien enforcement of Mortgages.

In any action brought by the Board to foreclose a lien on a Unit because of unpaid charges, the Co-Owner shall be required to pay a reasonable rental for the use of his Unit and the Board as a plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Additionally, any and all attorneys' fees in connection therewith shall be collectable.

8. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units it is necessary that the Association have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following shall be deemed prohibited uses or nuisances:

(a) All Units except the beauty salon shall be used only for one-family residential unit purposes and all Common Elements shall be used only for their respective purposes as designed or designated on the plans. Nothing herein shall be deemed to prohibit the Grantor from use of any Unit owned by it for sales and model purposes.

(b) No Co-Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or about the Condominium except as authorized by the Board. This Restriction shall not apply to

advertisements, signs or posters utilized by the Grantor, or its agents, in selling the Units.

(c) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, window or exterior portion of a Unit or in or upon any General or Limited Common Element.

(d) No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, bred or maintained for commercial purposes in any Unit. The Board shall have the right from time-to-time to adopt reasonable pet regulations and, in the event a household pet becomes a nuisance, to make the same retroactive.

(e) Co-Owners shall exercise extreme care to avoid unnecessary noise including the use of musical instruments, radios, televisions, amplifiers and other devices which may disturb other Co-Owners.

(f) No Co-Owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines, or air conditioning units, etc., which protrude through the walls or the roof of the project or is otherwise visible on the exterior of the project except as authorized in writing by the Board.

(g) No elements of the Condominium may be used for any unlawful or improper purpose.

(h) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents, or which could overload or impair or could result in an over load or impairment of the floors, walls, roofs, electrical or plumbing systems, or cause any increase in the ordinary premium rates or the

cancellation or invalidation of any insurance thereof maintained by or for the Association.

(i) A Co-Owner shall not place or cause to be placed in the walkways, parking lots or other Common Areas or Common facilities, other than a patio, balcony or terrace to which such Co-Owner has sole access, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal transit through them.

In the use of the Common Elements of the Condominium, Co-Owners shall obey and abide by all valid laws, ordinances, zoning and other governmental regulations affecting the same, the Master Deed, there By-Laws and all applicable Rules and Regulations adopted by the Board. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

A Co-Owner shall grant a right of access to his Unit to the Managing Agents or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in or affected by his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Buildings, or to correct any condition which violates the provisions of any Mortgage covering another Unit, provided that requests for entry are made in

advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate whether the Co-Owner is present at the time or not, provided such entry is made in a reasonable manner.

Any Owner of a Unit may lease said Unit provided that (i) any such lease shall be consistent with the provisions of the Master Deed, these By-Laws, as the same may be amended from time-to-time, and the Rules and Regulations of the Condominium as may be promulgated from time-to-time; and (ii) that the Board shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the Landlord thereunder, in the event of a default by the tenant in compliance with the provisions of this Article IV, Section 8, or any provision of the Master Deed, these By-Laws or the Rules and Regulations.

9. Abating and Enjoining Violations by Co-Owners. The violation of any Rule or Regulation adopted by the Board or the breach of any provision of the By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter, or cause to be entered, the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Co-Owner at fault, any structure, thing or condition that may exist therein

contrary to the intent and meaning of the provisions hereof, and the Board and its agents shall not thereby be deemed guilty in any manner of trespass or other resultant liability except for negligence; or, (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

10. Maintenance and Repair. Each Co-Owner shall be responsible for the care, upkeep, protection, maintenance and repair of his Unit, except to the extent that the obligation therefor is imposed on the Board by Article III hereof. His responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, windows, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator and range, and those parts of plumbing, lighting, heating and ventilation systems which are wholly contained within his own Unit, air conditioning compressors and items defined as his Unit, which, if omitted would not affect the condominium in its entirety or in a part belonging to other Co-Owners. In addition, each Co-Owner shall be responsible for the care, upkeep, protection, maintenance and repair of the floors, ceilings and walls of his Unit. Every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Board resulting from or caused by said Co-Owner's failure to maintain or repair as herein provided. Each Co-Owner shall perform his responsibility in such manner as

shall not unreasonably disturb or interfere with the other Co-Owners.

The Co-Owner of any Unit shall, at his own expense, clean and maintain all windows of the Unit and shall, at his own expense, clean and maintain the surfaces of all entry doors of the Unit, including the interior and exterior surfaces of any door leading to any deck, terrace or patio appurtenant to such Unit.

Each Co-Owner shall promptly report to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board. A Co-Owner shall promptly reimburse the Board for any expenditures incurred in repairing or replacing any Common Facility damaged through his fault or negligence and for failure to do so, and the Board may cause a lien to be filed for the same as provided above for non-payment of Common Expenses.

Every Co-Owner shall be responsible for the maintenance of the Limited Common Elements restricted to the use and enjoyment of a particular Unit (including, without limitation, any terrace or balcony appurtenant to such Unit) and shall keep the same free and clear of ice and snow; and in good order, condition, appearance and

repair. Window air conditioning units may be installed only with the consent of the Board, which may require such terms and conditions as it deems reasonably proper for the consent.

11. Alterations, Additions and Improvements.

Whenever in the judgment of the Board, the General Common Elements or any portion thereof shall require additions, alterations or improvements costing in excess of Five Thousand and No/100ths Dollars (\$5,000.00) and the Association shall have approved the same, the Board shall assess all Co-Owners for the cost thereof as a Common Charge. Any additions, alterations, or improvements costing Five Thousand and No/100ths Dollars (\$5,000.00) or less may be made by the Board without approval of the Association and the cost thereof shall constitute part of the Common Expenses.

No Co-Owner shall make any alterations to any portion of the Condominium Property which is to be maintained by the Board or remove any part or portion thereof; nor shall any Co-Owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-Owner make any alterations to the water, sewer, heating, electrical, plumbing or ventilation systems, or make any structural addition, alteration or improvement in or to his Unit, without the prior written consent thereto by the Board. The Board shall have the obligation to answer any written

request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit within Thirty (30) Days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board or its agent only, without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person, or damage to property, arising therefrom. All repairs and replacements shall be substantially similar to the original construction and installation. The provisions of this paragraph shall not apply to Units owned by the Grantor until such Units shall have been initially sold by the Grantor and conveyed by Grantor to the purchaser.

ARTICLE V

INSURANCE, DESTRUCTION, RESTORATION AND DISTRIBUTION

1. Authority. The Board shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board on all of the Condominium, but in no event less than the amount required by Section 2 of this Article. The insurance premiums for insurance purchased by the Board

shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all Co-Owners and mortgagees of Units. Such insurance coverage shall be written on the Condominium.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his own Unit for his benefit, in accordance with Section 4 of this Article, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board on behalf of all Co-Owners.

2. Coverage. The Condominium shall be insured, to the extent available, against casualty in an amount equal to the insurable replacement value thereof [exclusive of excavations and foundations, and based on Ninety Percent (90%) replacement value] as estimated annually by the Board with the assistance of a recognized insurance appraiser. The agreed Ninety Percent (90%) replacement value on date of execution hereof shall be \$6,200,000.00. The policy shall cover all of the improvements on the property except those made by a Co-Owner at his expense and shall contain "agreed amount" and "condominium replacement cost" endorsements. Such coverage shall afford protection against:

(i) loss or damage by fire, vandalism, malicious mischief, windstorms and

other hazards covered by the standard extended coverage endorsement, and, additional optional perils endorsement; and,

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Such coverage shall insure the Buildings (including all of the Units and the bathrooms, kitchens and laundry fixtures and equipment, together with all air conditioning, heating and other equipment, initially installed therein by the Grantor but not including fixtures, furnishings or other personal property supplied or installed by Co-Owners) and other Condominium property. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board which, however, in no event shall be less than Five Hundred Thousand and No/100ths Dollars (\$500,000.00) with respect to any individual, and One Million and No/100ths Dollars (\$1,000,000.00) with respect to any one accident or occurrence, and Fifty Thousand and No/100ths Dollars (\$50,000.00) with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board and each individual Co-Owner. Workmen's Compensation Insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing the Board may obtain such additional insurance coverage as it may in its sole

discretion deem advisable and appropriate.

3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Kentucky and holding a rating of "BBB" or better in Best's Insurance Guide.

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be cancelled or substantially modified without at least Thirty (30) Days' prior written notice to any and all insureds named thereon, including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board, or when in conflict with the provisions of these By-Laws or the provisions of Horizontal Property Law of Kentucky.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-Owners, the Board, the Officers or invitees, and of any defenses based upon co-insurance or invalidity arising

from the acts of the insured.

(f) Each of the policies of insurance obtained by the Board shall contain provisions (i) that they may not be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any Officer or employee of the Board without a prior demand in writing that the Board cure the conduct of such Officer or employee with appropriate time to effect such cure; and, (iii) if the Board fails to cure the conduct of an Officer or employee within the allotted time, the policies still may not be cancelled or substantially modified without at least Ten (10) Days' prior written notice to all of the insureds, including all mortgagees and Co-Owners.

4. Individual Policies. All Co-Owners shall obtain and maintain personal liability coverage in an amount not less than One Hundred Thousand and No/100ths Dollars (\$100,000.00) and shall provide the Board with a copy of the policy showing the Association as an additional insured. Further, any Co-Owner or any mortgagee may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Co-Owner) at his own expense. Such insurance should contain the same cross-liability endorsement provision as that set forth in section 2 above and the waiver of subrogation provisions as set forth in Section 3(e) of this Article. The Grantor recommends that each Co-Owner in the project obtain, in addition to the insurance hereinabove required to be

obtained by the Board, a "Condominium Homeowner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit-Owner's Endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Co-Owner.

No Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Board may realize under any insurance policy which it may have in force at any particular time. Each Co-Owner shall file with the Board a copy of each individual policy of insurance purchased by the Co-Owner within Thirty (30) Days after its purchase. Each Co-Owner shall also notify the Board of all improvements made by him to his Unit having a value in excess of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00).

5. Covenant for Benefit of Mortgagees. Proceeds of insurance policies received shall be distributed to or for the benefit of the Co-Owners entitled thereto, in the following manner:

(a) Proceeds are to be paid first to repair or restore damage or destruction, as provided in Section 6 herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Co-Owners and mortgagees, if any, entitled thereto.

This covenant is for the benefit of any mortgagee and may be enforced by it.

(b) If it is determined in the manner provided in Section 6 herein that the damage for which the proceeds are paid shall not be repaired or reconstructed, then, and in that event, the Project shall be deemed to be owned in common by the Co-Owners and shall be subject to an action for partition upon the suit of any Co-Owner or mortgagee in which event the net proceeds of sale, together with the net proceeds of any insurance, shall be distributed pro rata to the Co-Owners, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each Co-Owner. This is a covenant for the benefit of any mortgagee and may be enforced by it.

(c) All insurance policies shall continue in force for Thirty (30) Days following notice to the mortgagee of cancellation by either the company or the insured.

6. Reconstruction. If any part of the Condominium shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) Where there is partial destruction, which shall be deemed to mean destruction which does not render Two-Thirds (2/3) or more of the Units untenable, there shall be compulsory reconstruction or repair.

(b) Where there is total destruction, which shall be deemed to mean destruction which does render more than Two-Thirds (2/3) of the Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within

Ninety (90) Days after the occurrence of the casualty, or, if by such date, this insurance loss has not been finally adjusted, then within Thirty (30) Days thereafter, Ninety Percent (90%) of the Ownership Interests vote in favor of such reconstruction or repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the building or buildings were originally constructed with the proceeds of insurance available for that purpose, if any.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

If the damage is only to those parts of One Unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association and the Board.

7. Assessments if Insurance is Inadequate.
Immediately after a casualty causing damage to property for which the Board has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed

estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all of the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

8. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made for any purpose whatsoever, shall be made pursuant to and in accordance with a Certificate of the Board.

9. Deductibles. Any loss deductible clause in the policies of insurance purchased by the Board shall be paid by the Board unless the loss is to an individual Unit or substantially for the repair of an individual Unit, Limited Common Elements appurtenant thereto or Common Elements adjacent to such Unit where such loss was a result

of an occurrence within the Unit, then such deductibility shall be the responsibility of the Co-Owner. Further, the Board will carry Garage Keeper's Liability. Should any automobile be damaged, the owner of the vehicle shall be liable for any deductible. The initial policy shall contain a \$100.00 deductible provision; however, the Board, in its discretion, may from time to time change the deductible provision as it deems appropriate.

ARTICLE VI

MORTGAGES

1. "Mortgagee" and "Mortgage". As used in this title and generally in the Master Deed and these By-Laws, the term "Mortgagee" includes the holder of a Note secured by a Mortgage, or other security interest encumbering a Unit and recorded among the land records of Jefferson County, Kentucky, and the term "Mortgage" includes any Vendor's Lien, Mortgage or other security interest recorded among the said land records.

2. Notice to the Board. A Co-Owner who mortgages his Unit shall notify the Board through the Management Agent of the name and address of his mortgagee, if any; the Board shall maintain such information in a book entitled "Mortgagee of Units."

3. Notice of Unpaid Common Charges. The Board whenever so requested in writing by a mortgagee, title company or attorney, shall promptly report any then unpaid Common Charges due from, or any other default by, the

Co-Owner of the mortgaged Unit, and charges may be made for the same as provided in the Master Deed.

4. Notice of Default. The Board when giving notice to a Co-Owner of a default in paying Common Charges, or other default, may send a copy of such notice to each mortgagee whose name and address had theretofore been furnished to the Board. In the event that such default is not cured within Thirty (30) Days, the Board shall advise the mortgagee in writing.

5. Examination of Books. Each Co-Owner and each mortgagee shall be permitted to examine the Books of Account of the Board at reasonable times.

ARTICLE VII

NOTICE

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or of the Master Deed or these By-Laws to any mortgagee, Member or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such mortgagee, Member or Co-Owner at such address as appears on the Books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

2. Waiver of Notice. When any notice is required to be given under the provisions of the statutes

or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

AMENDMENT OF BY-LAWS

These By-Laws may be amended under the same terms as set out in Paragraph TWENTY-FIRST of the Master Deed or upon recommendation of the Board by vote of Sixty Percent (60%) of the Unit Owners.

ARTICLE IX

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Horizontal Property Law of the Commonwealth of Kentucky (hereinafter referred to as the "Act").

2. Conflict. These By-Laws are subject to all provisions of the Master Deed and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed or the Act. In the event of any conflict between these By-Laws, the Master Deed or the Act, the order of control of such conflict shall be first the Act and second the Master Deed.

3. Severability. These By-Laws are set forth to comply with the requirements of the Commonwealth of Kentucky. In case any of the By-Laws are in conflict with

the provisions of any of Kentucky's Statutes, the provisions of the Statutes shall apply. If any provisions of these By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby, and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

7. Association With Other Condominiums. By action of the Board of Administration, the Association may participate in and contract with other such boards and councils of condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

8. Enforcement. Violation of the provisions of the Master Deed, these By-Laws or any Rules and Regulations

may be remedied in any court of law or equity having jurisdiction thereof by the Association, its Board of Administration, or Managing Agent or Administrator, or any Unit Owner or Owners entitled to relief with the remedies available to such person or persons, including damages, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.

9. Grantor's Rights. During the period of control of the Project by the Grantor, it shall have the right to enforce the provisions of the Master Deed, these By-Laws, and the Rules and Regulations.

ARTICLE X

DEFINITIONS

1. Master Deed. "Master Deed" as used herein means that certain Master Deed and Declaration to which these By-Laws are appended, made the _____ day of _____, 1981, by DARTMOUTH-WILLOW TERRACE ASSOCIATES, LTD., a Tennessee Limited Partnership, for the purpose of submitting the Property described therein to the Act and which Master Deed and Declaration is recorded among the land records of Jefferson County, Kentucky.

2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they have in the Master Deed or in the Act.

CERTIFICATE OF ADOPTION

The undersigned, Grantor and Owner of all Units of DARTMOUTH-WILLOW TERRACE CONDOMINIUM, hereby adopts the foregoing as the BY-LAWS of the ASSOCIATION OF DARTMOUTH-WILLOW TERRACE CONDOMINIUM, on this _____ day of _____, 1981.

DARTMOUTH-WILLOW TERRACE ASSOCIATES, LTD.
a Tennessee Limited Partnership

By: _____

RULES AND REGULATIONS OF
DARTMOUTH-WILLOW TERRACE CONDOMINIUM

The Board of Administration of the Association of Co-Owners of Dartmouth-Willow Terrace Condominium (hereinafter referred to as the "Board"), under authority conferred by both the Master Deed for DARTMOUTH-WILLOW TERRACE CONDOMINIUM and the By-Laws of DARTMOUTH-WILLOW TERRACE CONDOMINIUM, hereby adopts the following Rules and Regulations (hereinafter referred to as the "Rules") for DARTMOUTH-WILLOW TERRACE CONDOMINIUM (hereinafter referred to as the "Project"):

1. Wherever in these Rules there is reference to "Unit Owners," such term shall be intended to apply to the Unit Owners of any Condominium Unit, to his tenants in residence, and to any guests, invitees or licensees of such Unit Owner or tenant of such Unit Owner. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the Management Agent where such authority is delegated by the Board to such Management Agent.

2. Nothing shall be done or maintained in any Condominium Unit or upon any Common Elements which would be in violation of any law.

3. No noxious or offensive activity shall be carried on within or outside any Condominium Unit, nor shall

anything be done or be permitted to remain in any Condominium Unit or on the Common Elements which may be or become a nuisance or annoyance to the other Unit Owners.

4. Unit Owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television, or musical instrument in their Condominium Unit sufficiently reduced at all times so as not to disturb other Unit Owners in any building.

5. Unit Owners shall not permit any act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises. Unit Owners shall not keep any gasoline or other explosives or highly inflammable material in said premises or storage areas.

6. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any Condominium Unit or upon any Common Element except where expressly authorized by the Board. Trash and garbage containers shall not be permitted to remain in public view.

7. Unit Owners shall not suffer or permit anything to be thrown out of the windows of the premises or down upon the grounds of the Common Elements or the dusting or shaking of mops, brooms or other cleaning materials out of

either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of said windows.

8. There shall be no obstruction of any Common Elements. Nothing shall be stored upon any Common Elements without the approval of the Board.

9. No baby carriages, velocipedes, motorcycles, bicycles, or other articles of personal property shall be left unattended on the grounds of the Common Elements.

10. The entrances, doorways, steps and approaches thereto shall be used only for ingress and egress.

11. No structure of a temporary character, trailer, tent, shack, barn or other out building shall be maintained upon any Common Elements at any time.

12. No clothing, laundry, rugs, wash or any other item shall be hung from or spread upon any window, patio area, terrace or exterior portion of a Condominium Unit, or in or upon a General Common Element.

13. All personal property placed in any portion of a Condominium Unit or any place appurtenant thereto shall be at the sole risk of the Unit Owner and the Board shall in no event be liable for the loss, destruction, theft, or damage to such property.

14. The maintenance, keeping, breeding, boarding, and raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited,

within any Condominium Unit or upon any Common Elements, except that this shall not prohibit the keeping of a domestic household pet, as permitted in the Master Deed or the By-Laws, provided that they are not kept or maintained for commercial purposes or for breeding. Areas within the Regime may be designated as the sole areas for the curbing of animals. In no event shall any animal be permitted in any of the Common Elements of the Project unless carried or on a leash. The Owner of such animal shall indemnify the Association of Co-Owners and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If any animal becomes obnoxious to other Unit Owners by elimination in undesignated areas (designated areas may be set by the Board), noises or otherwise, the Owner thereof must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Board, shall be required to arrange for the care of the animal off of the Condominium Property.

15. All persons shall be properly attired when present on any of the Common Elements.

16. Solicitors are not permitted on the Project without consent of the Board. If you are contacted by one, please notify the office immediately.

17. The Common Elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas.

18. All Unit Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the Owner's sole risk and expense, with the cost of moving or towing being added as a part of the responsible Unit Owner's maintenance charge.

19. No buses, trucks, trailers or commercial vehicles shall be parked in the parking areas or in driveways.

20. No boats, motorcycles, campers or recreational vehicles shall be parked or stored on the parking areas or the Common Elements without written approval of the Board.

21. Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Association of Co-Owners of the Condominium harmless for any and all damages or losses that may ensue.

22. The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Unit Owner causing such damage.

23. The planting of plants, flowers, trees, shrubbery and crops or landscaping of any other type is

prohibited in the Limited or General Common Elements without approval of the Board.

24. Employees and agents of the Board are not authorized to accept packages, keys, money (except for Condominium Charges) or articles of any description from or for the benefit of the Unit Owners. If packages, keys, money or articles of any description are left with the employees or agents of the Board, it shall be at the sole risk of the Unit Owner. The Board does not assume any responsibility for loss or damage in such cases.

25. Deliveries requiring entrance to a Unit Owner's Condominium Unit will not be accepted unless the Unit Owner has signed an admittance slip and left a key. The Board cannot assume any responsibility for the condition in which deliveries are received.

26. Should an employee of the Board upon the request of a Unit Owner handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Board shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

27. Any damage to the equipment, facilities or grounds of the Common Elements caused by a Unit Owner, his family or pets shall be repaired at the expense of the Unit Owner.

28. The Unit Owners shall comply with all of the Rules hereinabove set forth and with any other Rules which the Board, in its discretion, may hereafter adopt.

Certificate of Adoption

The Undersigned Developer and Owner of all Units of the Condominium hereby adopts the foregoing as the RULES AND REGULATIONS of DARTMOUTH-WILLOW TERRACE CONDOMINIUM, on this _____ day of _____, 1981.

DARTMOUTH-WILLOW TERRACE
ASSOCIATES, LTD.

By: _____