

**AMENDED AND RESTATED BY-LAWS OF HIDE-A-WAY HILLS
PROPERTY OWNERS ASSOCIATION, INC. (HAH POA)**

ARTICLE I

Meetings

1. Regular place of meeting

- a. The regular place of meeting for both the members and trustees shall be at Hide-A-Way Hills, 3105 Gratz Road, Owenton, Kentucky, 40359. Meeting location and format may be changed by majority vote of the board.

2. Time of meeting

- a. The annual meeting of the members shall be held on a Sunday in May of each year at such an hour as shall be designated in the notice of the meeting. The annual meeting of the trustees shall be held immediately after adjournment of the annual members meeting.
- b. Special meetings of the members may be held on call of the majority of trustees or by at least twenty-five (25) members. Special meetings of the trustees shall be held on call of the president or majority of trustees.

3. Notice of meeting

- a. Notice of all annual meetings shall be mailed to each trustee and to each deeded member appearing as such on the books of the Association by the secretary at least forty-five (45) days prior to the date of such meeting. Notice of all special meetings shall be mailed by the person or persons calling them, to all deeded members if a special meeting of the members, or to all trustees if a special meeting of the trustees, at least thirty (30) days prior to the date thereof and the notice of special meeting shall state briefly the objects thereof.

4. Quorum

- a. Ten percent (10%) of the representative members shall constitute a quorum for the transaction of business at any meeting of the members. (Example: John and Jane Doe own three lots. For the sake of establishing a quorum, together they equal one representative member. For the sake of any vote of the members they hold three votes.)
- b. A majority of trustees (more than 50% of the entire board) shall constitute a quorum for the transaction of business at any meeting of the trustees.

5. Conduct of Meetings of Trustees.

- a. Meetings of the trustees are not required to be open to the Members. The trustees may, but are not required to, make all or portions of meetings of the trustees open if 2/3 of the trustees agree. In the event that the trustees choose to make any meeting of the trustees open, the trustees may enact rules of conduct for the members and the President shall have the right and authority to enforce such rules up to and including the expulsion of any Member who violates any such rules from the meeting and from any future meetings of the trustees.

ARTICLE II

Order of Business

Unless otherwise ordered by a majority vote of the members present, the order of all business at the annual meeting of the members shall be as follows:

1. Roll call
2. Reading of minutes
3. Reports and statements of officers and committees
4. Unfinished business
5. New or miscellaneous business
6. Election of trustees
7. Adjournment

The order of business at any special meeting of the Members shall be specified in the notice of the special meeting.

ARTICLE III

Trustees

1. Composition and Elections

- a. The board of trustees shall consist of not less than five (5) and not more than seven (7) members. Trustees are required to agree to and sign the Hide-A-Way Hills Ethics Policy.
- b. At the March meeting preceding each annual meeting of the members, the president shall appoint a nominating committee composed of three (3) members who shall nominate at least one (1) member for each trustee seat to be filled. The nominating committee shall file its list of nominations at the following meeting of the trustees and the secretary shall include said nominees in the notice of the annual meeting of the members.
- c. At the annual meeting of the members additional nominations may be made from the floor. After nominations are closed trustees shall be elected by secret ballot. In the event of voting by mail, the member may elect a write in candidate. Write in candidates must be members in good standing with no outstanding dues, fees/fines, or conduct issues.
- d. Beginning with the election of Trustees at the 2019 Annual Meeting, and subject to Article III, Section 1(e) below, each trustee shall serve for a term of three-years.
- e. At the 2019 Annual Meeting, three (3) Trustees shall be elected to serve for three (3) year terms. During the 2020 Annual Meeting, four (4) Trustees shall be elected. The two (2) Trustees receiving the highest number of votes shall serve for a term of three (3) years. The two (2) Trustees receiving the next highest votes will serve for one (1) year terms. During the 2021 Annual Meeting, two (2) Trustees will be elected to serve three (3) year terms. Thereafter, either three (3) or (2) Trustees will be elected at each Annual Meeting, with each Trustee being elected to serve a three (3) year term.
- f. Nominees receiving most votes shall be elected.

- g. The president shall appoint a committee consisting of one trustee who is not on the ballot and two members present to tabulate the ballots.
- h. To be eligible for the position of trustee, a person must be a member verified with copy of HAH property deed(s) on file in HAH POA records and be current on all dues and other amounts owed to the Association, as of 30 days prior to the annual meeting and the time of election or appointment.
- i. After the results are tabulated election results shall be announced immediately by the president and made a part of the annual meeting minutes.
- j. Trustees shall serve until their successors have been elected and have accepted their offices.
- k. Proxies are not permitted at annual meetings or meetings of the members unless approved by two-thirds 2/3 of the Trustees prior to the time of the mailing of the notice of the meeting and, provided the Trustees permit proxies, policies and procedures of voting by proxy shall be included with the meeting notice.
- l. Mail-in votes are permitted for elections and special meetings of the members unless determined otherwise by two-thirds 2/3 of the Trustees. Policies and procedures of voting by mail shall be determined by the Trustees and included with the meeting notice. Requests for mail-in ballots must be received in writing by the Board no later than 30 days before the meeting.

2. Power of Trustees

- a. The purpose of the board of trustees is to administer and enforce the common property regime set forth in the Restrictions for Hide-A-Way Hills Subdivision dated August 17, 1971, and recorded in the office of the Owen County Clerk on August 17, 1971 (the "Restrictions"). Unless specifically restricted, the trustees, shall have all power of directors as set forth in the Kentucky Nonprofit Corporation Act, KRS Chapter 273.161 - .405, and shall have the power and authority to do all necessary and proper acts consistent with the administration of the Restrictions, the Association's Articles of Incorporation, and these Bylaws. The powers shall include, by way of example and not limitation, the control and management of the business, funds, and property of the Association, subject only to the action of the members in meeting assembled. It may promulgate and enforce rules governing the use of the property and privileges of the Association by its members, their children and guests; fill vacancies in its own membership; appoint standing or special committees of the Association and at will change their personnel or duties.

3. Forfeiting of office

- a. By Absence. Whenever a trustee shall miss as many as three (3) consecutive meetings he or she shall automatically forfeit his or her position as trustee unless the absence was caused by sickness, death in his or her family, or excused absence as determined by the President.
- b. By Delinquency. Whenever a trustee shall be more than thirty (30) days delinquent in the payment of dues or any other amounts owed to the Association, and fails to pay same within fifteen (15) days of being notified of said delinquency, a 2/3 majority of the trustees may determine that he or she shall forfeit his or her position as trustee.

4. Trustee vacancy

- a. Should a trustee vacancy occur, whether by resignation, removal, forfeiture, or otherwise, a 2/3 majority of the trustees shall appoint a successor trustee who shall meet the requirements of Article III(1)(h), to fill the remainder of the term.

5. Relatives and spouses

- a. Relatives, including spouses, children, or members of the same household, or co-owners of the same property may not serve on the board of trustees at the same time. Spouses and relatives of trustees may serve on subcommittees, as staff, or in other non-voting non-trustee capacity as approved by the board of trustees.

6. Indemnification

- a. Any trustee of the Association shall be indemnified by the Association and held harmless to the full extent allowed by law; provided, however, there shall be no indemnification in relation to matters where such person shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Association for damages arising out of his/her own gross negligence or willful misconduct.

7. Retention of Outside Personnel

- a. The trustees shall have the authority to hire outside persons, such as attorneys, bookkeepers, and other agents to advise and assist the trustees in fulfillment of their duties. The president shall serve as primary contact with any such third party.

8. Compensation

- a. Trustees must abide by the HAH Ethics Policy, including with regard to the disclosure and management of conflicts of interest. In addition to those requirements for a conflict of interest transaction as set forth in KRS 273.219, this includes no trustee, their family, or close associates being compensated for non-board services without proper bidding, at least two additional bona fide competing bids, and full disclosure of real or perceived conflicts along with management plan. In the case of any potential conflicts, the board must do due diligence to maintain full transparency, fairness, and documentation, including securing receipts, quotes, invoices, and records related to the matter.

9. Action

- a. Unless otherwise stated herein, the acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the trustees.

ARTICLE IV

Officers

1. Qualification and election

- a. The trustees at their annual meeting shall elect by ballot, a president, vice-president, treasurer, and secretary who shall serve for one (1) year and until their successors are elected. To be eligible to hold any office a person must have membership verified with copy of HAH property deed(s) on file in HAH POA records, have paid his or her dues, and have reviewed and signed in agreement the HAH Ethics Policy.

i. President

- 1. The president shall preside at all meetings of members and trustees, sign all certificates of membership, appoint committees and committee members, execute contracts, consult with Association attorney and bookkeeper, and perform all duties usually incident to such office, and shall perform all such other and further duties as may be required by the members or trustees.

ii. Vice President

- 1. The vice president shall perform all the duties of the president in case of the latter's absence or disability. In case both the president and vice president are absent or unable to perform their duties, the trustees may appoint a president pro tem.

iii. Secretary

1. The secretary shall keep an accurate record of all transactions of the members and trustees; shall give all notice required by law and all notices provided by the bylaws of the Association; shall keep a proper secretarial book and shall properly record therein all minutes of members and trustees meetings, and such other matters as shall be proper and necessary; shall issue and attest all certificates of membership, and generally perform such duties as may be required by the members or trustees. At the expiration of his or her term of office the secretary shall deliver all books, papers and property of the Association to the president or the new secretary.

iv. Treasurer

1. The treasurer shall receive and safely keep all moneys, rights, and choices in action belonging to the Association, which shall be disbursed under the direction of and to the satisfaction of the board of trustees. Proper vouchers shall be taken for all such disbursements. In consultation with the Association Bookkeeper the treasurer shall keep an accurate account of the finances of the Association on the books of the Association prepared and furnished for that purpose, and all books shall be open for inspection and examination by the trustees or any committee of the members appointed for that purpose; shall render an account of the standing of the Association at the annual meeting of the members and at such other times as the trustees may require; shall perform all such other and further duties as may be required by the president or trustees. At the expiration of his or her term of office the treasurer shall deliver all moneys, property and the rights of the Association in his or her hands to the new treasurer or to the president.
2. The treasurer shall be bonded at the cost of the Association for the faithful performance or official duties and proper handling of funds with such surety and in such amount as the trustees shall require.

v. Parliamentarian

1. Shall maintain order during all meetings and rule on any questions of Robert's Rules of Order.

2. Removal

- a. Any officer of the Association may be removed with or without cause by the affirmative vote of a 2/3 majority of members of the board of trustees at a regularly scheduled meeting or special meeting duly called and held for such purpose.

3. Duties and rights of members and trustees in assembly

a. Duties:

- i. To obtain the floor before speaking.
- ii. To stand when speaking, if convenient and as able.
- iii. To avoid speaking upon any matter until it is properly brought before the house by a motion.
- iv. To keep upon the question then pending.
- v. To yield the floor to calls for order.
- vi. To abstain from all personalities in debate.
- vii. To avoid disturbing, in any way, speakers of the assembly.
- viii. To abstain from the use of offensive/abusive language.

b. Rights:

- i. To offer any motion that is germane to the organization.
- ii. To explain or discuss that motion, or any matter properly before the meeting.
- iii. To call to order, if necessary. A point of order can interrupt a speaker. (It is raised to ensure orderly procedure, particularly when there is a breach or violation of rules or by-laws, or when a member is not speaking on the motion before the house.)
- iv. To hold the floor when legally obtained, until through speaking, for maximum of 5 minutes, unless permitted by the president.
- v. To appeal from the decision of the chair to that of the assembly.

ARTICLE V

Committees

1. There shall be seven (7) standing or combined committees. The chairperson of each committee shall be a member of the board of trustees. Members of such committees must be verified with copy of HAH property deed(s) on file in HAH POA records, be in good standing, and have reviewed and signed the Hide-A-Way Hills Ethics Policy. Additional committees may be formed at the discretion of the president.

a. Maintenance Committee

- i. The maintenance committee shall supervise the upkeep and care of clubhouse, gatehouse, other structures, and community property in the subdivision. Before making any contractual obligations, any major repairs or improvement of Association property, being those exceeding \$500 individually or in the aggregate, shall be approved by a majority vote of the Hide-A-Way Hills board of trustees after reviewing at least 2 to 3 three qualified bids. Any such obligations exceeding \$1500 shall require at least 2 to 3 qualified bids and be approved by a 2/3 majority of trustees regardless of annual budget allocation.

b. Building Committee

- i. The building committee shall issue permits and pass upon the sufficiency of the size and placement of dwelling houses, structures, and campers to be erected on HAH lots as set out in the Covenants and Restrictions of the subdivision. Permits shall only be granted after approval of the proposed structure or improvement is given by majority vote of the board of trustees at a regular meeting. A special meeting may be called for that purpose as needed. Action taken by the board of trustees shall be recorded in the minutes of meeting. An appropriate permit must be obtained from the building committee before any improvements are made on any lot within Hide-A-Way Hills. Any and all dues must be paid in full, with membership verified by copy of deed(s) on record in HAH files before any permit shall be issued. The building committee shall also advise the board to issue warnings for violations of County Ordinance 67 (and any subsequent or successor ordinance) and follow up with the county if necessary. Violations can include: uncut grass, debris in yard, junk cars, unsightly items on property, dilapidated structures, etc. The Association may charge a fee for reviewing any application for a building or improvement permit. (see schedule of fees)

- c. **Public Relations Committee**
 - i. The public relations committee shall communicate activities and notices each year and shall make recommendations to the trustees regarding members' concerns and suggestions. Newsletters, website, Facebook group, or other communications will be overseen by this committee, including the enforcement of a code of conduct.
 - d. **Road Committee**
 - i. The road committee shall supervise the upkeep and care of all roads, right of ways, and the issuing of culvert permits. A permit must be obtained from the road committee before placement of a driveway culvert upon Hide-A-Way Hills right of way. Culvert must be made of metal, concrete, or appropriate double-walled plastic corrugate designed for such use and be not less than twelve (12) inches in diameter.
 - e. **Security Committee**
 - i. The security committee shall oversee security issues, including gate access, security system maintenance, locks and key function and safekeeping, and surveillance system.
 - f. **Budget/Finance Committee**
 - i. The budget committee shall consist of the president, secretary, treasurer, as well as one trustee and/or one member at large appointed by the board of trustees. Proposed annual budget shall be submitted to the board for approval not later than the board's regular January meeting. Committee shall oversee the maintenance and annual contribution to the Association Reserve Fund as part of the budgetary process. Finance committee shall also include the Association Bookkeeper, an outside professional bookkeeper hired to manage HAH accounting and finances on an ongoing basis, and to serve as an independent legal witness.
 - g. **Judicial Committee**
 - i. The judicial committee shall be responsible for determining violations of the governing documents, assessing fines for violations of, and otherwise enforcing the governing documents. The judicial committee shall be responsible for collecting delinquent dues, assessments and fines, and for referring any such collections to outside legal counsel and assisting in the collection process as needed. This committee will handle any research, communications, actions, and/or legal consultations as required by the president or board of trustees.
2. Proviso. No committee shall bind the Association unless at least two committee members are directors and further provided that no non-director shall have the right to vote on any matter that binds the Association.

ARTICLE VI

Membership

1. Qualifications

- a. Any person(s) or corporations owning any part of one or more lots (those whose names are on deeds recorded in HAH POA files) shall be members; however, this shall be limited to not more than two entities or persons per lot who shall be considered one member. Upon conveying all lot(s) by deed or other instrument a member shall not continue to qualify as a member. (For the purposes of this document membership and ownership are defined as deed holders.)

2. Voting

- a. Each member shall have one vote for each lot he, she, or it owns. (Each lot owned equals 1 vote, however half lots are not counted, and deeds must be on record with the HAH Board within 30 days of any voting.) If a lot is owned by an entity or two or more persons or entities, then the owners shall provide the Secretary with its designated voter in writing, and that person shall be entitled to vote with respect to those lots until such time any such authorization is revoked by the entity or owners. (Note: if a designated voter is not provided, only one voter shall be recorded. If the voter is in dispute, the vote will be held until a consensus is reached by the deed owners.)

3. Admission

- a. Each person(s) or corporations acquiring title to property is automatically a member of the Association and shall complete and file with the secretary an information form for membership using the form prescribed by the trustees, such information form is to be accompanied by the initiation fee and payment of any and all dues for the current and past year or years and shall furnish secretary a copy of deed. In the event a property owner purchases additional lot(s), he or she shall furnish secretary with a copy of additional deed(s) to verify voting rights based on lots owned.

4. Dues and Assessments

- a. Duty. All lot owners shall belong to the Hide-A-Way Hills Property Owners Association and pay the prescribed initiation fee and dues.
- b. Initiation Fee. A one-time initiation fee is charged for all new members. A late fee will be added 60 days after purchase until initiation fee is paid. It is up to the seller to make sure the new owner is aware of fees, dues, bylaws, rules and regulations (see Schedule A). The trustees may adjust the amount of the initiation fee from time to time.
- c. Regular Dues and Assessments.
 - i. Each year, the trustees shall adopt a budget for each year that includes the total estimated funds required to defray and cover all expenses of the association, including operational expenses plus sufficient reserves for deferred maintenance and replacements.
 - ii. The trustees shall allocate assessments based the budget among the lots in an equitable manner. The current schedule of dues and assessments is attached hereto as Schedule A.
 - iii. In the event that the trustees fail to adopt a budget or allocate the assessment, the amount of the per lot assessment shall remain the same as the prior year, plus an amount equal to 3%.
- d. Special Assessments. In the event that an expense arises during a year that cannot be paid out of available funds, the Board may adopt a special assessment. The special assessment will become effective unless a majority of the members present at a duly called special meeting to approve the special assessment vote to reject the special assessment.
- e. Reserves.
 - i. The budgeted amount for the reserve for deferred maintenance, capital replacements, and operations shall be no less than 10% of the total annual budget unless such a reduction is approved by two-thirds of the trustees.

ARTICLE VII

Property Rental/Land Contract

1. Rental and Land Contract Properties

- a. Members choosing to engage a non-member as tenant or renter of property in HAH must provide a signed Rental Contract or Lease to the board of trustees which includes: the names and number of people to be residing on premises, number of cars to be parked/associated with respective property along with license plate numbers, and telephone/email contact information for the primary resident. Any such lease or contract must require the lessee to comply with the Restrictions, the Articles of Incorporation, and these Bylaws, and that the Association may enforce same against the lessee. As per the Hide-A-Way Hills Covenants and Restrictions governing commercial businesses activity, short-term rentals (those of a duration less than 30 days) are not permitted. Violation of this rule is subject to significant fines and court action.
- b. A rental fee is required per each new renter of stand-alone dwellings/units or land contract buyer to be paid to the HAH POA by the deeded member/property-owner for each full year, or partial year, the property is leased or on contract (see Schedule A). The rental fee is due annually by February 1, and also within 30 days following the initiation of any new lease or contract. Fee entitles renter to pool and recreation privileges. Renters and land contracts (without deeds) have no voting privileges. Beyond the above-mentioned access, no other member benefits are provided. The trustees may adjust the amount of the rental fee from time to time.
- c. Member/property-owners serving as landlords shall be held liable for the behavior and actions of their tenants, and are responsible for communicating all rules, regulations, and community expectations to persons occupying their property.
- d. Rent/Land contract includes rentals, leases, lease to own, rent to own, and land contract. This includes any other verbal or written agreement where a party that is not a deed owner, spouse, and their children, is allowed to live in a dwelling for a duration longer than 30 days.

ARTICLE VIII

Discipline

1. The Owner or Owners of each Hide-A-Way Hills Subdivision lot shall be entitled to one voting membership in the Association (with one vote per lot owned). (Lots are equivalent to shares of stock in the Association.)
2. Members delinquent in the payment of dues or any fees, or without verification of membership in the form of copy of deed(s) on record in HAH files shall forfeit their voting privileges, as well as their right to hold any position in the Association and their right of admission into recreational areas and any other member privileges except gate and road access. To regain member and voting privileges such delinquent members must pay the amount of all fee(s) and or dues in arrears plus any penalties for each month of delinquency. Each partial month of delinquency shall be considered a full month. Dues are due on February 1 in the year that the dues are owed. Late fees for dues shall be applied at the discretion of the POA board but shall commence no later than May 8th of the year that the dues are owed. (See schedule of fees and fines.)
 - a. All dues and assessments, fines, late fees, interest, and administrative fees, as provided for herein, as well as the costs and expenses, including attorneys' fees and other professional fees, incurred in collecting said amounts and in enforcing a violation of the Restrictions, these bylaws, or any other rules or regulations promulgated by the board of trustees (collectively the "governing documents"), shall be the personal obligation of the member(s) who owned the lot(s) in question at the time such amounts were incurred or at the time of such violation; and said owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except to the extent the lien securing same may have been extinguished by judicial proceeding.

- b. The dues and assessments, fines, late fees, interest, and administrative fees, as well as the costs and expenses, including attorneys' fees and other professional fees, incurred in collecting said amounts and in enforcing a violation of the Governing Documents, shall be secured by a continuing lien on such lot(s). Such lien shall be prior and superior to all other liens and encumbrances upon said lot, except as set forth in the Governing Documents.
- c. Any lien incurred as set forth herein may be enforced by suit, judgment, and foreclosure on behalf of the Association. The Association shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey same. During the period of time which a lot(s) is owned by the Association following foreclosure, no dues or assessments or fines shall be levied on the lot or against the Association.
- d. All payments received by the Association with respect to the continuing lien created hereunder for dues and assessments and any fines, together with all late fees, interest, costs, and expenses incurred, including without limitation attorney's fees, professional fees, and filing fees, and penalties, in collecting said amounts and/or in enforcing a violation of the Governing Documents, including without limitation attorney's fees, professional fees, shall be applied first to expenses and costs incurred, including without limitation, attorney's and professional fees, then to late fees, and accrued interest, then to administrative charges, and then to delinquent dues and assessments and/or delinquent fines, in order of coming due.
- e. Trustees that are delinquent in the payment of dues and assessments shall forfeit their term in office on the board of trustees.
- f. The trustees shall have the power to impose fines or other sanctions upon any member, lessee, occupant or user of a lot, the tenant, guest, licensee, invitee, agent and servant of them and any person or persons that shall be permitted to use the lot, and to suspend a member's right to serve as a trustee, to vote or to use any common areas or any Association property or equipment for the violation of any duly imposed Governing Documents. The trustees shall give notice of such fine, sanction or enforcement to the person or entity subject thereto by mailing notice of same to the address of the member as it appears on the books of the Association, and, in addition, if to a non-member, to the last known address of such non-member. The failure of the trustees to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the trustees to do so thereafter. If any fine assessed hereunder is not paid when due, the occupant and/or member so fined shall incur a late fee, and interest as provided for herein. Unpaid fines shall be deemed delinquent the same as unpaid dues and assessments are deemed delinquent in these bylaws; and a late fee and interest shall accrue on all such fines the same as late fees and interest are incurred on unpaid dues and assessments as set forth in these bylaws. The collection of fines shall be subject to the provisions set forth in Article VIII, Section 2.
- g. Notwithstanding anything to the contrary herein contained, the Association, acting through the board of trustees, may elect to enforce any provision of the Governing Documents by self-help (specifically including without limitation entering into any lot to remedy an uncured violation following notice provided for herein,) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth herein. In any such action, to the maximum extent permissible, the member who owned the lot(s) at the time of the violation of which abatement was or is sought shall be liable for all costs and expenses incurred in engaging in such self-help and remedying said violation, including without limitation administrative fees, costs, and expenses of such self-help which shall be considered a fine hereunder, and late fees and interest, and attorney's and professional fees incurred in pursuing any rights or remedies available under the Governing Documents, and said amounts shall constitute a continuing lien on the lot(s) or unit as stated herein.

ARTICLE IX

Entrance/Exit Gate

1. Individuals forcing, tampering with or breaking the gate, gatehouse, or security camera systems will be assessed a fine (see fee schedule) plus the total amount for repair or purchase and installation of new gate or equipment. This assessment shall be collected the same way as property owners' dues and by any manner allowed by law. HAH reserves the right to report such conduct to law enforcement authorities.
2. Neither Hide-A-Way Hills Property Owners Association nor its trustees shall be responsible for the actions or conduct of person(s) that enter or exit through gate by any means.
3. Individual members shall be held liable for the actions or conduct of persons to whom they provide the gate access code, or other access to HAH premises.
4. Gate access code shall be changed on a regular basis, as often as is deemed necessary by the Security Committee, with notification of new code provided to all members by mail in newsletter and/or via electronic communication (e.g. email, the closed members-only Facebook group, etc.).
5. To improve security gate remotes are strongly encouraged. These may be purchased by contacting the security committee. An agreement must be signed by the member purchasing the remote. Remotes remain the property of the association and must be returned when the property is sold.

ARTICLE X

Garbage Dumpster and Litter

1. No furniture, appliances, building or demolition material, automotive parts, or any other debris that is not normal household garbage is permitted to be disposed of in HAH dumpsters. No dumping of construction materials or garbage from any outside activity or business owned by property owners is permitted. Dumpsters are for HAH member use only.
2. Enforcement
 - a. Security cameras are installed to monitor dumpster and other Association areas. Camera images are used to verify violators and prosecute as required.
 - b. Property owners abusing the dumpster, or discarding trash outside the dumpsters, will be assessed a fine and charged with dumping in a public area for the violation of these rules.
 - c. Non-owners or non-members will be charged with criminal trespassing and dumping in a public area.
 - d. Littering on any HAH roadway or property will incur the same fines and legal action as listed above.
 - e. All fines shall be collected in any manner allowed for in these bylaws constitute a lien on the property of violating members.

ARTICLE XI

Pool & Clubhouse

1. The pool and clubhouse rules are spelled out in a separate attached policy. Pool, Clubhouse, and other recreation area rules may be changed at any time at the discretion of the trustees. Use of common areas, including but not limited to Pool and Clubhouse may be refused to anyone not complying with the rules and regulations.

ARTICLE XII

Motorized Vehicles

1. Any lawful peace officer may enforce rules and laws pertaining to motorized vehicles being operated on Hide-A-Way Hills roads or properties.
2. The speed limit on Hide-A-Way Hills roads is fifteen (15) miles per hour. Please drive carefully, slow and alert. Watch out for children and pedestrians who may be in or near the road.
3. Prohibited: Any reckless operation, including exceeding the HAH speed limit, of any vehicle, including but not limited to cars, trucks, tractors, 4-wheelers, ATVs, motorcycles, golf carts, go-carts, and utility vehicles.
4. All are subject to state regulations. ATV state rulings KRS 189.515 with emphasis on 4-wheelers passengers or operators under the age of 16 must have helmets on and be accompanied by an adult (over 18) with direct supervision at all times. No one under age of sixteen (16) shall operate an ATV with an engine size exceeding ninety (90) cubic centimeters displacement. No one under the age of twelve (12) shall operate an ATV with an engine size exceeding seventy (70) cubic centimeters displacement.
5. No driving on other people's property or Association common areas. Any violation may result in a fine and legal action.
6. Motorized vehicles are not permitted on any HAH Lake Access property.
7. Golf cart state rulings KRS 189.286 with emphasis on a 15-mph maximum. Adult must accompany any driver under the age of 14. Use permitted from sunrise to sunset unless equipped with headlights.
8. Both ATVs and Golf carts can be used to perform maintenance, and transport supplies, garbage, and individuals if used appropriately and give right away to any licensed vehicles.
9. All Golf carts and ATV's (size of engine noted) need to be registered on the annual membership form in order to be operated within the Association.
10. Where applicable all motorized vehicles must have mufflers, brakes, lights, mirrors, and insurance.
11. Any violations shall be subject to a citation with fine from the police/sheriff's department and/or Hide-A-Ways Hills POA. For any violation, personal or Association property damage, or safety concern with an ATV please call the sheriff or State police.

ARTICLE XIII

Camping

1. Definition of Camping: Residing overnight on a lot in a Tent, under the stars, Camping trailer, RV, Motor home or any non-permanent structure.
2. No one may camp permanently (more than 60 days a year) at HAH and no longer than a 2-week continual stay unless approved by the board of trustees. Camping (residing on property in a tent, temporary structure, mobile camper, or motor home) is limited to a maximum of two (2) weeks (fourteen consecutive nights). After this duration the structure or camper must be moved off-site for 24 hours before returning to HAH or being re-occupied. All state and county sanitation laws must be observed.
3. Camping season is from Memorial Day to Labor Day.
4. Camping at times outside camping season timeframe is not allowed. Members may apply to the board for permission to camp out of season or extended days. The board may require various conditions be met, potentially including but not limited to an approved septic system for extended days of camping.
5. Please refer to Covenants and Restrictions in Deed Section II Paragraph 1.a, 1.b, 1.j 1.k and 1.i and Bylaws article XIII paragraph 8 for other requirements for Tents, RV's, Camper trailers and Motor Homes.

ARTICLE XIV

Real Estate

1. All properties for sale and/or sold must be reported to the HAH POA Secretary.
2. First, Second, and Third Right of Refusal as defined in the Hide-A-Way Hills Covenants and Restrictions (Article II section 9): When an official bona fide purchase offer on the property has been made, before accepting the offer the seller must provide Right of Refusal to the property owners on the Right, Left, and the HAH Property Owners Association by certified letter, allowing 10 days for each to respond and claim or decline their right to purchase the property at the offer amount. Addresses may be obtained from the Association board Secretary. Failure to adhere to this may result in a fine up to the amount of the bona fide offer or selling price.

ARTICLE XV

Enforcement Policy

It is the responsibility of the property owner to pay their fees, dues, provide data (contact information) and copies of current deed(s) to the Association. It is the owner's responsibility to maintain proper care of their property (as required by the HAH C&R's and Bylaws) as well as refrain from any illegal or obnoxious activity. Not following Association rules, disturbing the peace, or conducting illegal activity within Hide-A-Way Hills devalues everyone's property, and harms the Association. The goal of fines is to encourage compliance with the rules in order to protect the wellbeing of the members and property within the Hide-A-Way Hills Association. Failure to address and comply with the rules of the Association will result in the POA taking costly corrective action. This expense will be passed on to the property owner as an Assessment in addition to the stated fines. Depending on the infraction, these assessments could amount to thousands of dollars (for example, removal of blighted structure).

Thank you for your attention to this matter. We are sure you share our goal of keeping our community safe, appealing, and clean.

a. Due Process. Upon the Board's determination of an infraction of a rule, by majority vote, a warning letter will be sent to the member in question including an explanation of the violation, potential fine, potential of self-help remedies, and options for correction. The member has the right to request a hearing before the board by contacting the board in writing through the POA address. A member must request any such hearing in writing and must specifically identify all facts and evidence to support the member's position that a violation has not occurred or that no sanction should be imposed. If no hearing is requested or the violation is not corrected, or an acceptable plan for correction is not approved by the board within 30 days of the receipt of notice, the fine as listed in the warning letter will be applied to the member's account. The board has the authority to set hearing date and time but must provide at least 30 days notice to the member, provided that it may take immediate action in the event of emergency violations that affect the health, safety, or welfare of the Association and its members. If a hearing is requested and held, the trustees shall provide written notice of its decision within fourteen (14) days of the hearing. The board reserves the right to hold such hearings by way of remote/electronic methods at its discretion.

b. Sanctions. The board of trustees has adopted a schedule of fines, the current version of which is attached hereto as Schedule B. The trustees retain the right to (i) adjust the amounts of fines from time to time, (ii) adjust any listed fine based on mitigating or aggravating factors, and (iii) to impose a fine for any violation that is not expressly listed on the schedule.

1. LEGAL ACTION

- a. The board is required by these bylaws to refer delinquent dues cases to Association Attorney on August 1st for appropriate legal action, including warning letters, and eventual foreclosure.

ARTICLE XVI

Comments and Clarifications

1. Owners are responsible to record their deed at the Owen County Clerk's office, and with the board of trustees of Hide-A-Way Hills. Deed(s) to all lots owned in HAH must be on record in the HAH files. Deeds are used to verify membership, voting rights, and to prove ownership.
2. Any delinquent dues shall run with the lot, property, or land. Prospective buyers should check with board of trustees prior to purchase in order to confirm status of dues.
3. Should an owner desire to sell a lot, owner must comply with Hide-A-Way Hills Covenants and Restrictions, right of first refusal, (which is stated in the deed or was stated in a prior deed of lot), paragraph nine (9), subparagraphs A, B, and C. Covenants and Restrictions are recorded in the Owen County Clerk's office in deed book 119, page 335.
4. Hide-A-Way Hills property owners and guests are subject to these bylaws and rules, recorded plats, deed of conveyance, and restrictions of record.
5. Before the construction, exterior renovation, or installation of a dwelling, structure, or storage unit on one's lot, owner shall submit scale drawing(s) of lot, plans, and specification of structure, with side lines, front and rear set back distance, together with a statement of intended use and any other information requested by the board of trustees for approval, together with any required governmental agency's approval prior to construction or improvement. Copy(s) of all approvals and permits shall be placed in member's Hide-A-Way Hills POA permanent file so as to be available for future reference. Any property owner constructing or installing any improvement requiring a permit without first obtaining the prescribed approval by HAH board of trustees will be subject to a fine may be required to remove any non-approved structures.

6. Building setbacks are measured from the road right of way line, which is the lot line or property line as determined by the original survey. Approved fences may be set to property line.
7. Any owner delinquent in dues or with any existing violations shall be denied approval of new improvement.
8. Manufactured home(s) that do not have the same VIN number shall not be joined together to become one manufactured home. Manufactured homes, conventional built homes (including log homes) with no outstanding violations seeking to construct a habitable addition or other improvement shall comply with paragraph (5) above.
9. Travel trailers, campers, habitable RVs, etc., if stored/parked only, must be in closed and travel position, not connected to water, electric or other utilities, and must not be in use for any duration. In order to be used for any purpose, including as a residence/sleeping for any duration, or any other purpose, such structures require a permit from the board of trustees, following the guidelines of the Covenants & Restrictions and these bylaws. Furthermore, as per the C&R, such structures or vehicles when used as dwelling must not constitute a second dwelling on any HAH lot. Violation of these policies may result in a fine and require the removal of the violating structure/vehicle. Such habitable structures or vehicles shall comply with paragraph (5) above.
10. Members' Rights to Access Information: The purpose of this inspection policy is to provide members with reasonable access to HAH books and records without being unduly burdensome on the Trustees. Board approved financial statements without personal identifiable information shall be posted on the closed members Facebook page on a quarterly basis. Summary of minutes from official board meetings shall be posted after approval by the board as well. Members have the right to inspect Association books and records with certain restrictions. Appointment for doing so must be requested in writing to the President. This request shall identify the specific records the member wishes to inspect. The board will arrange a mutually agreeable time for inspection no sooner than 2 weeks (14 days) from the date request is received. The board shall determine the location for the meeting, if not at the HAH clubhouse, (public library, attorney's office, bookkeeper's office, etc.). The board will host no more than one inspection session per month. No personal identifiable or confidential information (checks, deposits, financial sheets, ledgers, legal invoices, etc.) may be shared at inspection. No conversation between trustees and member may take place during meeting. Inspection meetings are limited to 1 verified member per inspection meeting lasting no more than 20 minutes, with a maximum of 3 inspection meetings scheduled successively for no more than a total of one hour. Should more than 3 members request inspection meeting for the same month, the order of priority will be new requests, and then first come first served. If more than 1 member attends, violating these rules, or should the trustee hosts feel threatened, the inspection meeting is cancelled immediately, ended, and no further inspections may be arranged. Inspection meetings are not open to non-members except those invited by the board for professional support. Copies may be requested at \$.10 per one sided sheet payable at time of request. The trustees reserve the right to modify these policies from time to time consistent with the purpose set forth above.
11. When referencing the Covenants & Restrictions it should be noted that the Hide-A-Way Hills Property Owners Association is the "Successor or Assign" of Lake-Land Development (LLD) by virtue of the establishment of the Articles of Incorporation.
12. As stipulated in the Covenants and Restrictions, no lot shall be divided, except that a lot may be divided between two adjacent lots, after which each full lot with its addition shall be considered one lot for the purpose of applying the restrictions and for voting.

ARTICLE XVII
Repeals and Amendments

These bylaws may be amended or repealed by a two-thirds vote of the trustees present and entitled to vote at any regular meeting or at a special meeting called for that purpose and, subject to the approval of the trustees as previously stated, a majority of the votes of the Association at any regular meeting or at a special meeting called for that purpose. These bylaws were approved and adopted as the bylaws of the Hide-A-Way Hills Property Owners Association, Inc. by two-thirds (2/3) vote of the trustees present and entitled to vote at a regular meeting of the board of trustees held on September 20, 2020.

Effective: September 20, 2020

Signed as of this 2nd day of October 2020.



Charlotte Lewis (Secretary)

**HIDE-A-WAY HILLS
PROPERTY OWNERS ASSOCIATION, INC. (HAH POA)**

**SCHEDULE A
DUES AND ASSESSMENTS***

<p>Person(s) or corporation acquiring title or contract title to <u>one</u> lot, with or without a dwelling of any kind.</p>	<p>Dues in the amount of <u>\$390 annually for each lot with said improvements.</u> (As of 2020)</p> <p><u>A minimum of \$10 additional per year will be added</u> unless higher dues are determined to be necessary based on the budget and upon approval of 2/3 of trustees.</p>
<p>Person(s) or corporation acquiring title or contract title to more than one lot with a residence** or any type of living quarters on each lot, (including, but not limited to manufactured homes, travel trailers, pickup campers, popup campers, motor homes, etc., of a permanent, or semi-permanent nature).</p>	<p>Dues in the amount of <u>\$390 annually for each lot with said improvements.</u> (As of 2020)</p> <p><u>A minimum of \$10 additional per year will be added</u> unless higher dues are determined to be necessary based on the budget and upon approval of 2/3 of trustees.</p>
<p>Person(s) or corporation acquiring title or contract title to additional <u>unimproved</u> lot(s) (<i>no residence or any type of living quarters-including, but not limited to manufactured homes, travel trailers, pickup campers, motor homes, etc.</i>)</p>	<p>Dues in the amount of <u>\$39 annually for each additional lot without a dwelling.</u> (As of 2020)</p> <p><u>A minimum of \$1 additional per year will be added</u> unless higher dues are determined to be necessary based on the budget and upon approval of 2/3 of trustees.</p>
<p>Initiation fee for new member, property owner</p>	<p>\$500.00</p>
<p>Rental fee, annual and per each new renter, lease, or land contract</p>	<p>\$500.00</p>

* Should any member who has paid his or her current annual dues later convey his or her lot to another person, the benefit of the dues paid shall be transferred to the new lot owner.

** The burden of proof of use and declaration of status rests on the member, and the board may rule on factors beyond these. A reassignment of purpose from dwelling to non-dwelling shall require a formal written agreement approved by the board to certify intended use, including any permits required under these bylaws.

SCHEDULE B FEES AND FINES

1. SCHEDULE OF FEES

As described in the Bylaws, some member and guest privileges involve occasional fees as determined by the board of trustees. This table includes the most common fees. Amounts may be changed from time to time by majority vote of the board of trustees.

Pool Guest*	\$5 /guest
Pool Swim Bracelet*	\$25 /bracelet allows guest entrance for one guest for the swim season
Building renovation/addition, or other improvement application	\$15 per request
Clubhouse Rental	\$50 (refundable deposit)
Clubhouse Rental with Pool Fee (includes up to 25 Guests)	\$100 (including \$50 refundable deposit)
<i>* Property Owners must be present at pool with guests.</i>	

2. SCHEDULE OF FINES

As provided for in *Article III Section 2* and *Article VIII Section 2 part f* of the Hide-A-Way Hills Bylaws the Board of Trustees may levy fines on member accounts for violation of Association rules, Bylaws, and the C&R. Fine process will follow the Enforcement Policy, by approval and action of the board of trustees, determined by board vote, and will be subject to collection.

Unpaid initiation fee, incomplete data, or no deed within 60 days of acquiring property	\$25/month
Unpaid dues	\$25/month starting May 8 th . Lien placed August 1 st .
Building permit violation	\$50/month (minimum) up to \$1000 until corrected
Trashy yard (Ordinance 67)	\$25/month
Dumpster violations and littering	\$100 per infraction
Blighted/condemned dwellings	\$100/month
Speeding, dangerous operation, or car rage	\$100 per infraction
Negligent, obnoxious, or inappropriate operation of vehicles	\$25 per infraction
Clubhouse/pool/recreation areas disorderly conduct, violation of pool fees or common area rules	\$50 per infraction
Vandalism or theft of Association property	\$200 per infraction and criminal charges, plus expenses to repair
Illegal sanitation or dumping	\$200 per infraction and criminal charges
Grass not mowed around dwelling for 60 days	\$25 per infraction
Dogs not controlled or leashed routinely, excessive barking	\$25 per infraction
Violation of Rental Policy	\$50 per month
Disturbing the peace, nuisance, excessive noise	\$25 per infraction
Discharge of firearms	\$500 per infraction and criminal charges
Failure to register car, ATV, golf cart, etc.	\$50 per infraction or per month
Right of Refusal violation	Up to the selling price of the property
Drug or other illegal activity, selling, dealing, or police action	\$500 per occurrence
Forcing, tampering with, or damaging the gate, gatehouse, or any security camera systems	Up to \$1500, plus the total amount for repair or purchase and installation of new gate or equipment, plus prosecution

HIDE-A-WAY HILLS
PROPERTY OWNERS ASSOCIATION, INC. (HAH POA)

Pool & Clubhouse Rules

1. Pool season opens Memorial Day and closes Labor Day each year. Opening and closing may be adjusted at the Board's discretion.
2. Pool and Canteen hours will vary and will be determined by the board, and weather conditions.
3. All state regulations apply to the HAH pool.
4. No one under age of 16 may enter pool area without supervision of an adult 18 years old or older in pool or on pool deck inside fence.
5. No food, beverages (including bottled water) inside pool area.
6. Guests of property owners must pay a daily admittance fee to use the pool. A guest swim bracelet may be purchased for the year. Property Owners must be present at pool with guests. Land contractors/renters pool privileges are free with their Rental Fee if all required Association documentation is complete.
7. Parties that involve guests who want to swim will require that each person pay the daily fee per pool guest, or pay the corresponding fee for clubhouse rental pool access, no exceptions.
8. Violation of pool rules and avoidance of paying guest fees will be subject to a fine per incident, per guest, applied to the property owner's account. Guests swimming without member present may be charged with trespassing, and member fined.
9. One pool privilege per residence or per each full dues payment. Members, spouses of members, children or grandchildren of members under age 18, and adult children of members who are under 21 living in the same household, are entitled to swim free.
10. CLUBHOUSE, PAVILION, AND RECREATION AREAS close at 9pm. Restrooms will be open after Labor Day for an event only if requested 24hrs in advance. Restrooms will be winterized in November and will not be open thereafter until May. Members may reserve Clubhouse by submitting a reservation request with the Recreation Chairman and completing Reservation Agreement and Deposit (by check only) at least 2 weeks prior to requested date. This advance notice may be adjusted by the decision of the Board or Committee Chair. Reservation Deposit (refundable) for Clubhouse (no pool use) is required for up to 4 hours. Reservation fee for Clubhouse (with pool fees covered for up to 25 guests) is required for up to 4 hours. Reservation is not complete nor approved without a completed Reservation Agreement and Deposit. Clubhouse-only deposit is refundable within two weeks. Additional pool access fees for guests are not refundable.
11. Pool and Pavilion are not reservable except by board of trustees for Association business and approved HAH functions by the board.
12. Canteen operation, oversight, and hours are the responsibility of the board of trustees of the Association. No outside business may operate independently within HAH. Through its budget and committee process the board shall govern the supply, inventory, and financial accountability of the canteen.

SECRETARY'S CERTIFICATE

WHEREAS, pursuant to Article XVII of the bylaws of Hide-A-Way Hills Property Owners Association, Inc., a Kentucky non-stock and non-profit corporation (the "Association"), the Bylaws of the Association were amended and these Amended and Restated By-Laws of Hide-A-Way Hills Property Owners Association, Inc. (HAH POA), were approved and adopted by greater than two-thirds vote of the trustees entitled to vote at a regular meeting of the Association's trustees held on September 20, 2020, at which a quorum was present.

WHEREAS, the following trustees were present at the meeting of trustees held on September 20, 2020, or voted electronically, and a true and accurate copy of their vote is listed across from their name:

Jason Franz	Yea
John Murray	Yea
Joe Barker	Yea
Charlotte Lewis	Yea
Michelle Devlin (remotely)	Yea
Carla Cromer (remotely)	Yea

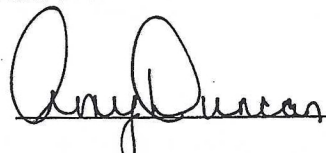
Executed this 2nd day of October 2020



Charlotte Lewis, Secretary of the Hide-A-Way Hills Property Owners Association, Inc.

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette)

The foregoing was subscribed, sworn to and acknowledged before me this 2nd day of October 2020, by Charlotte Lewis, as Secretary of the Hide-A-Way Hills Property Owners Association, Inc., a Kentucky non-stock, non-profit corporation, who did personally appear before me.



Amy Duncan
NOTARY PUBLIC

My Commission expires: 10/19/24

Notary Number: KYND14099