

## ***Moser Farms Homeowners Association Policies/Bylaws***

### ***Policies Regarding Certain Restrictive Covenants Including Recreational Structures, Satellite Dishes, Garages or Storage Sheds, Signs, Fences and Swimming Pools***

WHEREAS, the Covenants, Conditions and Restrictions for the Moser Farms Subdivision strictly prohibit certain acts and uses of land under any circumstances;

WHEREAS, other provisions within these Covenants, Conditions and Restrictions grant discretionary authority to permit or deny certain other uses of land to the Board of Directors of the Moser Farms Homeowners' Association (the "Board");

WHEREAS, the Board has periodic elections and its composition may therefore changes from year to year;

WHEREAS, the Board, as a continuing unit, desires to be practical, and as consistent as possible throughout the years, with respect to its application of its discretionary authority, and to exercise its authority within the parameters set forth by the aforementioned restrictive covenants;

WHEREAS, the Board also desires to provide guidance to homeowners to encourage voluntary compliance with the Covenants, Conditions and Restrictions;

NOW, THEREFORE, the Board adopts these specific policies set forth below with respect to the application of its discretionary authority. These policies are meant to be of a continuing nature, and may only be amended by the unanimous vote of the Board, following publication to the members of the MFHA, or other satisfactory notice, with opportunity for all homeowners to comment.

### **SECTION 1. MEMBERSHIP**

**1.1 Membership.** The membership of the Corporation shall consist of the members with the voting rights, including powers of attorney vested in the Declarant, designated from time to time in the Declaration of Covenants, Conditions and Restrictions ("Declaration") of the Development known as Moser Farms ("Subdivision") as described in the Articles of Incorporation.

**1.2 Failure to Pay Dues.** Members who are delinquent in paying dues shall not have voting rights and will not be eligible to be a member of the Board of Directors.

## **SECTION 2. MEETINGS**

**2.1 Annual Meeting.** The annual meeting of the members for the election of Directors shall be held at such time and place as shall be designated by the Board of Directors.

**2.2 Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors or by members holding in the aggregate 20 percent of the voting power of all members. The Secretary shall call a special meeting to be held at a time fixed by the Secretary, pursuant to notice set forth below, after the Secretary has received a written request from the Board of Directors or a petition signed by members holding in the aggregate 20 percent of the voting power of all members. If the Secretary neglects or refuses to issue such a call, then the call may be issued by any Director or any member who signed the petition.

**2.3 Place of Meetings.** Meetings of the members shall be held at the registered office of the Corporation unless the Board of Directors, in writing, designates a different place for the meeting, in which case the meeting shall be held at the place thus designated.

**2.4 Notice of Meetings.** The Secretary shall cause written notice of the time, date, place, and purpose of each meeting to be delivered, either personally or by mail, to all members entitled to vote at said meeting. Notice shall be provided not less than 10 and not more than 35 days before the date of the meeting.

**2.5 Waiver of Notice.** The attendance of any member at any meeting of members without protesting the lack of proper notice shall constitute a waiver of such notice.

**2.6 Quorum, Vote Required.** Members holding 20 percent of the votes entitled to be cast on the matter to be voted upon, represented in person or by proxy shall constitute a quorum at a meeting of members. In all matters requiring a vote, both as to members and as to the Board of Directors, a simple majority of a quorum of members/directors assembled shall constitute the passage or defeat of all issues.

**2.7 Action Without Meeting.** Any action required or permitted to be taken at any meeting of the members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members entitled to vote and such written consent is filed with the minutes of proceedings of the members entitled to vote.

**2.8 Proxy Voting.** At all meetings of members or of the Board of Directors, proxy votes may be cast and shall be counted if, in writing, signed by the person entitled to cast such vote, and submitted to the Secretary a minimum of 48 hours prior to said meeting. Proxy votes shall be valid only during the particular vote and/or meeting which is spelled out in the written proxy to the Secretary.



**2.9 Rules of Order.** All meetings of members or the Board of Directors shall be governed by Robert's Rules of Order.

### **SECTION 3. BOARD OF DIRECTORS**

**3.1 Number and Term of Office.** The affairs of the Corporation shall be managed by a Board of not less than three (and ideally at least five) Directors. The Board of Directors shall be elected at the annual meeting by the members entitled to vote, or by the other Directors to fill a vacancy as needed before the next annual meeting. A Director shall hold office until the end of their term and until a successor is elected. A successor Director must accept the election in writing or by being present and acting as a Director at either a regular or special meeting of the Board of Directors.

**3.2 Term of Office.** Directors shall serve one-year terms, unless the Director resigns before his/her term expires, following nomination and election. A "term" shall be defined as the period between two consecutive annual membership meetings.

**3.3 Vacancies.** The office of a Director shall become vacant if he dies or resigns by writing signed by him and delivered to the Corporation. Any vacancy in the Board of Directors may be filled for the unexpired term by a vote of the majority of the remaining Directors though less than a majority of the whole Board.

**3.4 Meetings; Notice.** A regular meeting of the Board of Directors shall be held immediately after the annual meeting of the members or any special meeting of members at which a Board of Directors is elected. The Board of Directors may decide to meet on the basis of a regular schedule of meetings, in which event said schedule of meetings shall be announced in advance at a Board meeting, published in the minutes of that Board meeting, and made available to any member upon request of the same. Special meetings of the Board of Directors may be called by the President or by any two Directors, pursuant to notice set forth below.

**3.5 Additional Notice Provisions; Waiver.** Notice of the time and place of any special meeting of Directors shall be served upon each director by direct telephone or written communication at least 24 hours prior to such meeting or by mail to the address as shown by the books of the Corporation at least 7 business days prior to the time of such special meeting. Notice of any regular or special meeting of Directors may be waived either before or after the meeting by any Director. The attendance of any Director at any regular or special meeting of Directors without protesting the lack of proper notice shall be deemed to be a waiver of notice of that meeting. Any Director may participate in such meetings by telephone or virtual communication, which may be in lieu of such Director's actual, physical presence.

**3.6 Quorum.** A majority of the Directors present in person or by proxy shall constitute a quorum.

**3.7 Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

**3.8 Powers and Duties.** The Board of Directors shall have all powers authorized by statute, including the power to:

1. Adopt and publish rules and regulations enforcing and/or maintaining the deed restrictions contained within the Declaration described in the Articles of Incorporation and to maintain the common areas as described in the said Declaration;
2. Levy and collect the annual dues as set forth in the Declaration;
3. Accept bids and authorize the performance of services as needed to maintain the common areas of the Development;
4. Pay for said expenditures from the Corporation funds;
5. Levy surcharges, if necessary, to effect emergency repairs costing in excess of the budgeted funds;
6. Call regular, special and/or emergency meetings of the Board of Directors without notification of the members; and
7. Engage professional, clerical and service personnel, as necessary, to perform necessary duties within the Corporation and/or at its meetings and/or to maintain the common areas and the legal and financial needs of the Corporation.

**It shall be the duty of the Board of Directors to:**

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of said corporate affairs to each member on an annual basis or at any time within 30 days of receipt of a written request for said records from any member;
2. Procure and maintain adequate liability and hazard insurance on the property owned or maintained by the Corporation and the personnel the Corporation engages to perform work thereupon (to the extent coverage is available, said insurance shall also cover liability of each Director and Officer for liability incurred during and in conjunction with their performance of Corporation duties); and
3. Cause the common areas as described in the Declaration to be maintained.

**3.9 Compensation; Conflicts.** No Director shall receive any compensation for any service such Director may render the Corporation in such Director's position as Director. However, all Directors shall be entitled to reimbursement to actual expenses incurred in the performance of such Director duties. While Directors may also serve as officers, no Director shall either, directly or indirectly, vote upon, influence, bid or accept any labor or service contract let by the Corporation that involves monetary or personal gain to that Director or his family. This conflict provision shall not apply to any developer of any portion of the Development during such time as such developer is actively engaged in the development of or building of homes in the Development.



**3.10 Nominations.** Nominations for any position on the Board of Directors may be made by any member, including a Board member, at any time there is a vacancy or available position on the Board of Directors. Nominations, with a second, shall also be taken from the floor of the membership at the Annual Meeting.

#### **SECTION 4. OFFICERS**

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

**4.2 President.** The President shall: (a) Have general charge and authority over the business and affairs of the Corporation, subject to the direction of the Board of Directors; (b) Have authority to preside at all meetings of the members and of the Board of Directors; (c) Have authority acting alone, except as otherwise directed by the Board of Directors, to sign and deliver any document on behalf of the Corporation; and (d) Have such other powers and duties as the Board of Directors may assign to them.

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

**4.4 Secretary.** The Secretary shall (a) Issue notices of all meetings for which notice is required to be given; (b) Keep the minutes of all meetings and have charge of the corporate record books; and (c) Have such other duties and powers as the Board of Directors or the president may assign to him or her.

**4.5 Treasurer.** The Treasurer shall (a) Have the custody of all funds and securities of the Corporation; (b) Keep adequate and current accounts of the Corporation's affairs and transactions; and (c) Have such other duties and powers as the Board of Directors or the President may assign to him or her.

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

#### **SECTION 5. MEMBERSHIP; ASSIGNMENT OF RIGHTS AND GRANT OF PROXY.**

**5.1 Membership.** Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot upon which a residence has been erected within the Property, shall

automatically be a member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot upon which a residence has been constructed which is subject to assessment. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

## **SECTION 6. DUES AND ASSESSMENTS**

**6.1 Assessments.** Except as otherwise set forth in the Declaration described in the Articles of Incorporation, the Board of Directors shall assess each owner of a lot in accordance with the Declaration described in the Articles of Incorporation.

**6.2 Annual Dues and Assessments.** After the initial assessment which shall be in accordance with the Declaration, annual assessments shall be sent by invoice by the Board of Directors to each owner of a lot in the Development described in the Declaration. Said mailing shall be done after January 1st and before January 31st of each year. Said invoice shall be due and payable on February 1st. Said invoice shall be deemed overdue 30 days thereafter, shall then begin to accrue interest in the amount of 1.5 percent per month on the unpaid balance (18 percent per year). After the 91st day from the date of postmark on the invoice, the Corporation may sue for any unpaid balances in the Oldham County District Court. Each lot owner, by virtue of ownership and membership in the Corporation as required in the Declaration described in the Articles of Incorporation, agrees to pay said interest and applicable court and legal costs to collect their arrearages as generated.

## **SECTION 7. AMENDMENTS**

**7.1 Amendments.** The Bylaws of the Corporation may be amended from time to time by the Board of Directors as set forth herein.

## **SECTION 8. APPROVALS**

**8.1** These Bylaws were first approved by Bob Duane, Secretary of the MFHA on September 18, 1998.

**8.2** The first Amendment of these Bylaws was approved in September 2006.

**8.3** The second Amendment of these Bylaws was approved by the Board of Directors in 2014.



**8.4** The third Amendment of these Bylaws, for Section 10.6 only, was approved by the Board of Directors and all residents in attendance at the annual meeting held on December 6, 2023.

**8.5** The fourth Amendment of these Bylaws was approved by the Board of Directors on January 22, 2024.

## **SECTION 9. IMPEACHMENT OF BOARD MEMBERS**

**9.1 Impeachment of Board Members by MFHA Membership.** An impeachment meeting may be called if 20 members of the association request such a meeting. The request must be in writing stating which board member is requested to be impeached and the reason requesting the impeachment and it must have 20 signatures and each of the signing member's address. Only members that do not presently owe money to the Association will be counted toward the 20 signatures and each lot can only be represented once in the total. It will be the responsibility of the Secretary (or designee of the Board) to confirm the 20 signatures and addresses are members of the association. It will be the responsibility of the Treasurer (or designee of the Board) to verify that the members signing the impeachment petition are current on all monies owed to the association. It will then be the responsibility of the Board to arrange the meeting within 21 days of the request, at a date and time that is likely to allow the most members to attend (evenings or weekends). At the meeting, the secretary (or designee of the Board) will read the petitioners' reason for requesting the vote and the board member being impeached. The Secretary (or designee of the Board) will then take a vote by ballot, for or against the impeachment, with only one vote being allowed per lot in attendance. Any officer receiving a 66% majority vote for impeachment, of the total votes cast, will be removed from office immediately. If an officer is impeached by petition a special election shall be held immediately following the impeachment meeting. Candidates for the special election must submit a request to be included in the special election at least one week prior to the impeachment meeting. A vote by ballot will be taken at the special election meeting with the majority vote getter replacing the impeached officer position. If there are no candidates for the open position, the Board will appoint someone from the membership to complete the remaining time of the removed Director.

**9.2. Impeachment of Board Member by Board of Directors.** As it is the responsibility of each board member to work diligently and cooperatively for the good of the association, the Board may find itself in a position that it needs to remove a Board member due to extreme argumentativeness, attempts to intimidate other Association members, lack of participation or due to integrity issues. A vote by three Board members for the removal of any officer at an association meeting will remove that member from the Board immediately. The Board will appoint someone from the membership to complete the remaining time of the removed Director.

**9.3 Abandonment of Office.** Any officer that misses three (3) consecutive board meetings without supplying a reasonable cause to the President will be considered to have abandoned their office. At any regular or special meeting, the Board can vote for dismissal due to

abandonment. A majority vote of the Board is required for dismissal due to abandonment. The Board will notify the officer of the action and the dismissal. The Board will appoint someone from the membership to complete the remaining term of the removed director.

**9.4 Ties in Voting.** If an election or impeachment proceeding ends in a tie, the Board of Directors will cast the deciding vote. If the Board vote also ends in a tie, the President's vote will be excluded and the Board's vote of the other members will be final.

## **SECTION 10. POLICIES CONCERNING RECREATIONAL STRUCTURES, FENCES, AND OTHER IMPROVEMENTS.**

**10.1 Recreational Structures.** (playhouses, swing sets, basketball goals, jungle gyms, trampolines and any other recreational structure) Small playhouses, basketball goals, swing sets of wooden construction only, jungle gyms and trampolines of a size no larger than current structures, shall be permitted with prior board approval, provided all such structures are in the rear or side lot only. No recreational structures shall be allowed in the front yard, where the front yard is defined as being closer to the street than is the front corner of the residence. Recreational structure requests will be reviewed by the Board for approval provided there is compliance with the previous outlined requirements.

Each request for a recreational structure approval shall include the following: (1) A narrative application by the homeowner seeking a request, including the homeowners' pledge to periodically (no less than every 3 years in the case of a wooden play set) stain, paint; and repair the recreational structure; (2) A diagram of the property showing the recreational structure's proposed location; and (3) An illustration or brochure showing the type of recreational structure to be placed.

**10.2 Satellite Dishes.** Satellite dishes (also known as microwave dishes) do not need board approval as long as they are no larger than two feet in diameter and shall be permitted if placed at an acceptable location, which is not visible from the street in front of the house. Other locations require written Board approval. Dishes of a greater size are prohibited.

**10.3 Solar Panels.** The placement and installation of solar panels do not require Board approval so long as the solar panels (1) do not face the street from the front of the house; or (2) are located on the roof of the house and are of a similar color as the roof; and (3) are installed by a professional solar panel installation company. Any other solar panel installation will require written Board approval. The homeowner must maintain and service the solar panels as reasonably necessary.

**10.4 Garages or Storage Sheds.** All garages must be physically connected to the main structure. Detached garages and sheds are not allowed. Prior to the developer turning over to the resident elected Board at Moser Farms, two homes had unapproved side brick storage structures. The current Board has not and would not support such structures. These are considered



grandfathered. Any future plans submitted to the Board for similar or like shed structures will not be approved by the Board.

**10.5 Signs.** The restrictive covenants prohibit the erection of any sign other than one standard size "For Sale" sign. It is also recognized that by tradition the Board has eased enforcement of the sign prohibition for "open house" and directional signs on Sunday afternoons, provided the person erecting the sign removes the sign no later than 6:00 p.m. the same Sunday evening. The Board shall continue this policy of no enforcement consistent with past practices. Appropriate signs advertising neighborhood events (i.e.: yard sales, community "potluck at the park", and MFHA meetings) shall be permitted on a limited basis with board approval. No political signs will be permitted in any yards in Moser Farms.

**10.6 Fences.** It is recognized that Moser Farms is a residential community and that, for safety or security reasons, some homeowners may want to put up a fence. Homeowners are encouraged to consider alternatives to fences, such as invisible fences. For consistency purposes, the Board will only consider physical fences that create uniformity in the look of the neighborhood, such as wrought iron or aluminum replica of wrought iron fences. It is also recognized that existing (grandfathered) fences have been permitted before.

Therefore, the Board will also consider applications for stained picket wood fences, subject to the stipulations and requirements set forth herein. However, wooden fences must be properly stained and/or maintained as part of the MFHA Deed Restrictions. No wood fences will be allowed along the Glen Oaks golf course, except those lots backing up to the maintenance shed. These lots are treated separately and still must conform to Moser Farms' Deed Restrictions and Policies for Fences (see below).

All fences, including swimming pool enclosures, must be made of wrought iron, or aluminum replica of wrought iron, or wood. All fences except those required by code are of a height no more than four feet (48 inches) in height. Where feasible, no fence shall be erected along the property lines as more than an inconsequential portion of the rear yard will ideally remain unfenced. In limited circumstances, the Board may allow a fence to be constructed closer to a homeowner's property line where the size or shape of the yard makes that placement necessary or desirable. No fences whatsoever shall be permitted in the front or side (no nearer the street than the rear of the structure) yards, except in cases where it is impossible or impractical to fence in the backyard. In such cases, the Board may or may not approve placement of a fence outside the rear yard area.

Finally, the space between the slats of all fences must be no less than the width of the adjoining board, so that the fence will be comprised of at least 50% air and no more than 50% board.

Requests to install or replace fences will be reviewed by the Board for approval, provided there is compliance with the following requirements. Each request for a fence approval shall include the following:

1. A narrative written application by the homeowner seeking to install the fence in question, including the homeowners' pledge to periodically (no less than every 3 years in the case of a wooden fence) stain, paint; and repair the fence;
2. A diagram of property showing fence location;
3. If necessary, a survey demonstrating that the requested fence placement is within the homeowner's property and consistent with all other restrictions and requirements;
4. An illustration or brochure showing type of fence material to be used; and
5. A check for \$ 1,000.00 in payment of maintenance bond for any wood fence. The homeowner will be refunded \$500 after the initial fence staining or painting.

[It is the Board's recommendation that homeowners choose a maintenance free fence such as wrought iron, or aluminum replica (similar to those used around a swimming pool) so that no maintenance bond will be required.]

If required, the maintenance bond shall be held at a local bank, in escrow, to assure compliance with the above maintenance requirements and the MFHA Deed Restrictions. The bond shall be held by the Homeowners' Association to assure proper maintenance of the fence. If for some reason the homeowner fails to maintain their wood fence after the Homeowners' Association sends a mailing notice of noncompliance to the homeowner providing a 30-day period to cure. The homeowner shall, as a condition of approval, grant to the Homeowners' Association a limited easement for remedying any maintenance issues. The bond proceeds (plus accrued interest if paid by the bank) shall be returned to the then homeowner once the property is returned to the condition it was in prior to the erection of the fence. The escrowed funds are transferable to a new homeowner in the instance where the residence is sold. The foregoing notwithstanding, no bond shall be required to the extent necessary for the homeowner to comply with ordinances of local government or Oldham County with respect to required swimming pool enclosures.

**10.7 Lots Backing Up to Glen Oaks Golf Course Maintenance Shed – Fences.** If a homeowner of a lot that backs up to the Glen Oaks golf course maintenance shed chooses to put up a fence, the fence must conform to Moser Farms' deed restrictions and policies for Fences with the exception of height. The rear yard fence that lines the property known as the Glen Oaks golf course maintenance shed can have a fence height up to 6 ft.

**10.8 Fences for Swimming Pools.** Fences for swimming pools must meet the county and state code requirements for pool enclosures. It is recommended that those installing a pool consider the BACA requirements in regards to fences for swimming pools.

**10.9 Swimming Pools.** No above ground swimming pools will be permitted under any circumstances. By definition any pool that is not taken down daily is considered an unapproved above ground swimming pool. It is our policy not to allow any free standing above ground pools as stated in the covenants.

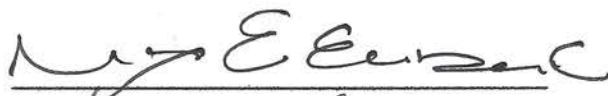
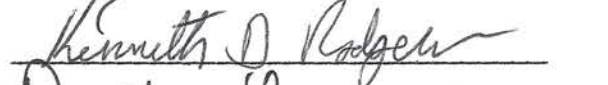
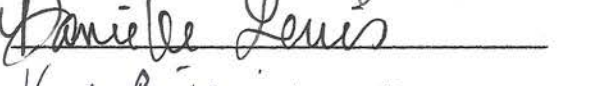

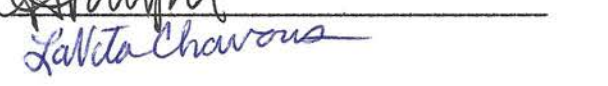


**10.10 Dues.** Annual dues are required to keep the infrastructure of Moser Farms operational for all homeowners. Once invoiced, the Board will collect all dues from homeowners as specified in the Declaration of Covenants, "If not paid within thirty (30) days of written notice, the fee due shall thereafter be considered delinquent." There will be a \$50 delinquent fee for all homeowners who are delinquent with their dues payments. Any unpaid dues will be dealt with as described in the Declaration of Covenants.

**10.11 Request and Notification for Approval.** Any notification or request to the Board for approval shall require a minimum of 30-day approval process, so that the Board may do a thorough study of the requests and obtain all necessary information in order to approve or deny the same.

**10.12 Amendments.** These policies are meant to be of a continuing nature, and may only be amended by the unanimous vote of the Board, following publication in the Moser Farms quarterly newsletter or other satisfactory notice, with opportunity for all homeowners to comment.

**APPROVED BY UNANIMOUS VOTE OF THE BOARD OF THE MOSER FARMS HOMEOWNERS ASSOCIATION.**

President	<u></u>
Vice-President	<u></u>
Secretary	<u></u>
Treasurer	<u></u>
Member	<u></u>
Date:	<u>MARCH 26, 2024</u>