

DECLARATION OR MASTER DEED

FOR

"CASA BENDITA"

THIS DECLARATION made and entered into this 13<sup>th</sup> day of December, 1991, by RODULFO REALTY & BUILDING COMPANY, A Kentucky Corporation, hereinafter referred to as "Developer", and LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, hereinafter referred to as "Lender".

W I T N E S S E T H:

That whereas, Rodulfo Realty & Building Company, a Kentucky Corporation, is the owner in fee simple of a certain tract of land on Browns Lane in Jefferson County, Kentucky, as shown on Plat attached hereto, and when fully developed, shall consist of not more than sixty (60) residential Units; and,

WHEREAS, Developer desires to develop said land into a Condominium Project with an overall plan consisting of various buildings; and,

WHEREAS, Developer desires to, and does hereby file its plans for a certain building and units (consisting of 12 units) all as shown on plans simultaneously recorded herewith together with any and all other structures and improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Kentucky Condominium Law KRS 381.805 to .910 amended; and,

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained to provide for the harmonious, beneficial and proper use and conduct of the property; and,

WHEREAS, Developer desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements and privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, Developer declares as follows:

1. Legal Description of Land and Definitions.

The real estate which is hereby submitted and subjected to the provision of the Condominium Property Law of Kentucky, as amended, is legally described as follows:

See Exhibit A attached hereto and made a part hereof.

Being the same property acquired by Developer by Deed dated December 13<sup>th</sup>, 1991, of record in Deed Book 121, Page 463, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

12-17-91  
# 12362

Said real estate is also described and delineated on a Plat or survey attached hereto and marked Exhibit "B" which by reference thereto is made a part thereof.

Said real estate and all improvements thereon and appurtenances thereto shall be known as "Casa Bendita".

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Condominium Property Law as amended.

"Unit", "Condominium", "Master Deed", "General Common Elements", "Common Expenses", "Persons", "Property" and "Limited Common Elements".

2. Description of Buildings.

Building 4 situated on said real estate is fully described in a set of floor plans of the building filed simultaneously with the recording hereof pursuant to KRS 381.835, and by reference thereto, made a part of this Master Deed and is fully shown by the Plans attached hereto and made a part hereof.

Casa Bendita, a Condominium, shall consist of five (5) buildings of which Building 4 is to be constructed first and followed by other buildings which will be created, added and subjected to this Condominium Regime by addenda to this Declaration upon the filing of its plans together with the common elements appurtenant thereto. Developer specifically reserves the right, from time to time, within four (4) years of the date of the recording of this declaration, to amend this Master Deed to the extent of adding additional buildings, units and common

area, and once added by addendum described below, shall have the same rights and privileges as herein. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Developer, its successors and assigns, to shift and reallocate from time to time the percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each addendum pursuant to this paragraph. Each execution of a deed of conveyance, mortgage or other instrument with respect to a unit and the acceptance thereof, shall be deemed, a grant, and an acknowledgement of an conclusive evidence of the parties thereto, to the consent of such reservation of power to the developer as attorney in fact and shall be deemed to reserve to developer and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit as set forth in each such recorded addendum. Further, Developer specifically reserves unto itself and its successors and assigns the right to determine the location of all future units and buildings on areas not yet included as common elements. The "Reserved" area shown on plat filed herewith shall have free rights of ingress and egress on and over each addition to any Roadway. Individual Unit owners shall not be included within the meaning of "successors and assigns" as used in this paragraph.

Each owner of a unit by acceptance of a deed thereto further acknowledges, consents and agrees to each such amendment that is recorded as follows:

(a) The portion of the additional common area described in each such amended declaration shall be governed in all respects by the provisions of this declaration.

(b) The percentage of ownership in the common elements appurtenant to each unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amended declaration to the Master Deed and upon the recording of each such amended declaration of Master Deed the amount by which such percentage appurtenant to the unit is reduced, as set forth in each such recorded amended declaration, shall thereby be and be deemed to be released and divested from such unit and reconveyed and reallocated among the unit owners as set forth in each such recorded amended declaration of master deed.

(c) Each deed, mortgage or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common elements appurtenant to each unit shall, upon the recording of each amended declaration, be divested to the reduced percentage set forth in such amended declaration and vested among the other owners, mortgagees and others owning and interest in any other unit in accordance with the terms and percentages of each such recorded amended declaration.

(d) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements annexed hereto by a recorded amended declaration and each deed, mortgage or other instrument affecting a unit shall be deemed to include such

additional common elements and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as such amended declaration of master deeds are recorded.

(e) Each owner shall have a perpetual easement, appurtenant to his unit for the use of any additional common elements annexed thereto by and described in any recorded amended declaration of master deed for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easement granted to the owner of specific units as may be provided in any such amended declaration of master deed.

(f) The recording of each such amended declaration of master deed shall not alter the amount of the lien for expenses assessed to a unit prior to such recording.

(g) Each owner by acceptance of a deed to a unit, agrees that he or she and all those claiming thereunder, including mortgagees, that this Declaration and each amended declaration of master deed is and shall be deemed to be in accordance with the Condominium Property Act, and any changes in the respective percentages of ownership in the common elements as set forth in each such amendment to the master deed shall be deemed to be made by agreement of all unit owners.

(h) Developer reserves the right to amend this Declaration in such manner, and each owner agrees to execute and deliver such documents, if necessary, or desirable to cause the provisions of this paragraph to comply with the Act as it may be amended from time to time.

3. Units (Building and Units, as Built, as shown on Plans filed herewith).

(a) The unit numbers of each of the units are duly set forth in said plans attached hereto and are as follows:

BUILDING 4

UNITS

- 401
- 402
- 403
- 404
- 405
- 406
- 407
- 408
- 409
- 410
- 411
- 412

(b) The location, dimensions and limited common area to which each unit has access are set forth in and on said floor plans. The legal description of each unit shall consist of its number as aforesaid followed by the words, "a Condominium Unit, in "Casa Bendita". Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated interior finished surfaces of the ceiling, floor and perimeter walls of each unit as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said unit.

(c) After construction, no unit may by Deed, Plat, Court Decree or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the floor plans.

#### 4. Description of Common Elements.

The general common elements shall consist of that property as set forth on plans recorded herewith, excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include but not be limited to the land as set forth in attached plans and designated as common area and any improvements, and fixtures attached thereto, Condominium signs with project's name, entrances and exits, foyers, roofs, pipes and electrical wiring in perimeter walls, parking areas, garbage and refuse areas, retention and park area, public utility lines, floor and ceilings (other than the interior undecorated surfaces thereof located within the units), perimeter walls of the units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walls and outside driveways, landscaping and all other portions of the property. Structural columns and load bearing walls located within the boundary of the unit shall be a part of the general common elements. Common elements shall include tangible personal property used for the maintenance and operation of the Condominium Property Regime even though owned by the Council hereinafter described. As the amendments are made pursuant herein, general common elements shall consist of additional land designated common areas as set forth on any amended plan recorded together with any said amendment thereto. All areas designated as general and common elements are to be maintained by the Council.



5. Definition and Description of Limited Common Elements.

"Limited common elements" means and includes those common elements which are specifically reserved for the use of a certain unit or a specifically designated number of units, including but not limited to the following which are specifically reserved for a unit or a specifically designated number of units:

(a) Interior undecorated surfaces of each unit's perimeter walls, ceilings and floors.

(b) Entrances and exits to the specific units.

(c) Utility service facilities within the units.

(d) Doors, screens and window frames.

(e) Decks, terraces, carports and garage units.

(f) Heating and air conditioning units.

Decks may be enclosed but only with the written consent of the Developer or the Board.

(g) Such other limited common elements which are agreed upon by the Council, Board or Developer to be reserved for the use of a particular unit as well as any other limited common elements elsewhere designated in this Master Deed. All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefitted thereby, except that which is covered under Common Expenses.

6. Percentage Interest and Parking.

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements

pertaining to each unit and its owner for all purposes is as follows:

<u>BUILDING 4</u>	<u>UNIT</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
	401	1,219.81	8.227%
	402	1,221.80	8.241%
	403	1,222.17	8.243%
	404	1,220.77	8.234%
	405	1,241.69	8.375%
	406	1,243.60	8.388%
	407	1,244.00	8.390%
	408	1,242.37	8.379%
	409	1,241.69	8.375%
	410	1,244.07	8.391%
	411	1,242.77	8.382%
	412	1,241.94	9.376%
		14,826.68	100.000%

(b) Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all the other unit owners, and, except as otherwise limited in this Master Deed, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of a unit as a residence and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to the common elements, no unit owner shall use any common element in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) After construction, no unit shall by deed, plat, court decree or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the floor plan.

(d) The term "unit" as used herein and throughout this Master Deed shall mean a "unit" as defined in KRS 381.810 (1), together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

(e) Developer and/or the Board reserves the right to assign all parking spaces.

7. Common Expenses.

"Common expenses" of the project means all charges, costs and expenses incurred by the Council, the Board, and/or the Managing Agent, for and in connection with the operation and administration of the project. Common expenses include those expenses for the building, equipment and ground maintenance and repair and all costs for utility services, insurance premiums, janitorial service, garbage removal, painting of the common elements, asphalt and concrete repair and replacement, costs of project materials, supplies and equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

8. Unpaid Common Expenses constitute a Lien.

All sums assessed for common expenses or maintenance fees shall constitute a lien on the units, prior to all other liens except liens for ad valorem taxes and assessments lawfully imposed by governmental authorities against such units and a lien of a first mortgage holder. Such lien may be enforced by legal action by the Council or the Board of Directors, its administrator or managing agent, acting on behalf of a Council in like manner as a mortgage or real property, provided that thirty (30) days written prior notice of intention to sue to enforce the lien shall be mailed postage prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

Anything to the contrary contained in this Master Deed or in the bylaws of the Council notwithstanding, until the Developer's transfer of control and management, the Developer shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses, or reserve or contingency accounts or other regime assessments, and the units owned by the Developer, prior to the Developer's transfer of control, shall not be subject to any lien therefor; and Developer shall not have any liabilities of a unit owner. The Developer shall, however, until Developer's transfer of control, be responsible for the maintenance costs of the regime in accordance with Developer's own determination, incurred over and above assessments or amounts

paid by unit owners for common expenses and other appropriate charges.

9. Administration of the Project.

(a) Administration of the project, including the use, maintenance, repair, replacement and restoration of the common elements and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the Bylaws of the Council and all project rules and regulations adopted by the Board of Directors.

(b) Board of Administration. Administration of the project shall be conducted for the Council in accordance with the Bylaws. Said Board shall be authorized to delegate the administration of its duties and powers to a managing agent or administration employed for that purpose by the Board.

10. Purpose. All buildings and the units therein are intended for and restricted exclusively for residential purposes. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in paragraph 15 hereof.

11. Damage or Destruction.

The Council of Co-Owners, acting by and through its Board, shall acquire full replacement value insurance protection for the regime, including but not exclusively, casualty, liability and employee workmen's compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses,

enforceable under lien rights, provided that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use.

In case of fire or other destruction or damage and the regime's insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost (or added cost) shall be paid by the co-owners as a common expense, and the Council by a majority vote will be authorized to borrow funds therefor and to amortize the repayment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

In the event of fire or damage, reconstruction and repairs of the buildings shall be mandatory regardless of the nature and extent of the damage. Reconstruction and repairs shall be made to follow and conform as closely as possible to the original basic architectural design of "Casa Bendita", and any mortgage existing prior to damage to the property shall attach and be continuing as a lien on the reconstructed property. All insurance proceeds resulting from said damage or destruction payable to unit owners and first mortgagees (as their interests may appear) shall be deemed assigned to the Board (representing the Council of Co-Owners), which shall immediately deposit all proceeds in a trust account with an Insured thrift institution selected by the Board. Said trust account shall be entitled "Casa Bendita", Trust Account for Repairs and Reconstruction". The Board, with qualified supervision, shall oversee all repairs and all reconstruction. Disbursements shall be made from said

trust account as repairs and reconstructions are made only with the approval of three fourths of the Board and using standard construction disbursement procedures.

12. Easements and Encroachments.

(a) Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephones wires and equipment, cable TV lines and equipments and electrical conduits and wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording hereof; and a permanent power of attorney is hereby granted to the Board to grant any such easement.

(b) In the event that, by reason of the construction, reconstruction, settlement, or shifting of a building or the design or construction, any part of any unit or any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners. In addition to the foregoing, it is

expressly understood that an easement for support is included in this section of the Master Deed.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part of portion thereof.

(d) The respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as through such easements and rights were recited fully and set forth in their entirety in such documents.

### 13. Sale, Leasing or Other Alienation.

(a) Any unit owner other than Developer or a mortgagee of a unit who has acquired title thereto in lieu of or through foreclosure, who wished to sell or lease the unit (or any lessee of any unit wishing to assign a lease or sublease such unit) to any person shall give to the Council of Co-Owners, hereinabove described and defined in paragraph 19, no less than fifteen (15) days prior written notice of any such sale, lease, assignment or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, assignee or



lessee. The council shall have the first right and option to purchase or lease such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days. The unit owner (or lessor) may, at the expiration of said thirty day period and at any time within thirty (30) days after the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein.

(b) In the event any unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed, the Council shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided herein.

(c) The Council shall not exercise any option hereinafter set forth to purchase or lease any unit without written consent of a majority of all unit owners. The Council through its duly authorized representatives, may bid to purchase at any auction or sale, the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of a majority of the unit owners, which said consent shall set forth a maximum price which the Council is authorized to bid and pay for said unit or interest therein.

(d) If the Council does not exercise any of the options contained in this paragraph 13, said options may be deemed to be released and waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed or leased free and clear of the provisions of this paragraph.

(e) A certificate executed by a majority of the Board of Directors of the Council, stating that the provisions of this paragraph 13 as herein set forth have been met by a unit owner or duly waived by the Council, and that the rights of the Council hereunder have terminated, shall be conclusive upon the Council and the unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired.

(f) The terms of this paragraph 13 hereinabove contained shall not be applicable to the transfer by gift, testate or intestate succession, or operation of law, or to the sale of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

(g) Where title to any unit is held by a trust, the assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be

deemed an assignment, sale, conveyance, or other transfer of the unit owned by such trust.

(h) Where title to any unit is held by a corporation or a partnership, the transfer of fifty (50%) percent or more of the issued and outstanding shares of such corporation, or fifty (50%) percent or more of the interest in such partnership, shall be deemed a transfer of the unit owned by such corporation or partnership.

(i) The terms of this paragraph 13 hereinabove contained shall not be applicable to the sale, conveyance, or leasing of a unit by any mortgagee if said mortgagee shall acquire title to such unit by foreclosure of a mortgage on the property or any deed in lieu thereof.

(j) Acquisitions of units or interests therein under the provisions of this paragraph shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common elements as set forth in paragraph 6 bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien upon each such unit and may be foreclosed in like manner as a mortgage.

(k) Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Council or such nominee or entity as it shall designate, for the use and benefit of all unit owners in the same proportion

that the Council could levy a special assessment under the terms of subparagraph (j) hereof. Said units or interests therein shall be sold or leased by the Council for the benefit of the unit owners upon such price and terms as the Council shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Council shall determine.

14. Bylaws.

The bylaws for "Casa Bendita" shall be adopted and exercised initially by the Developer in order to develop same into a condominium residential project and to assure the placing of the Council on a sound basis for the protection of all owners of the condominium.

Subsequently the administration of the regime shall be governed by these bylaws, and they may be amended from time to time by amendment procedure hereinafter set forth.

The above paragraph and anything to the contrary notwithstanding, the administration and control of the regime and the property, including but not limited to the adoption and amendment of the bylaws, adoption of regime rules, assessment of common expenses and all other rights relating to the governing, managing and administration of the regime and the property and all rights and powers which would otherwise be vested in the Council or Board shall be all vested in the Developer alone until ninety (90%) percent of the total sixty (60) units have been sold, transferred and recorded, or forty-eight (48) months after

the date of the filing of this Master Deed, whichever first occurs. Until that time, the Developer shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Developer upon acceptance of a deed to a unit and all unit owners agreeing to such administration by the Developer in accepting unit conveyances.

15. Use and Occupancy of Units and Common Areas and Facilities.

The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than residential purposes and the related common purposes for which the property has been designated and permitted.

(b) No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except as such location and in such form as shall be determined by the Developer and/or the Board.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit, windows, and doors in good, clean order and repair.

(d) No unit owner shall permit anything to be done or kept in his or her unit, or in common elements or limited common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be

in violation of any law. No waste shall be committed in the common elements or limited common elements.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the building, and no sign or signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, or roof of any part thereof, without the prior written consent of the Developer and/or Board. Venetian blinds or draperies (which are visible from the outside) shall be an "off-white" color and shall be approved by the Developer and/or the Board.

(f) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except one dog under twenty-five (25) pounds, and one (1) domestic cat, may be kept in units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and any pet permitted under this section when outside the confines of the owner's unit must be kept on a leash and accompanied by a responsible person; and provided further that any such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

(g) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or

become an annoyance or nuisance to the other unit owners or occupants, or constitute waste at common law.

(h) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(i) No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Developer and/or the Board.

(k) Locks on all entrance doors to each unit shall not be changed (or locks added to) without first obtaining permission from Developer or the Board.

(l) No trailer, boat, motorcycle, or any recreational vehicle shall be kept or parked on the premises at any time except with the express consent of the Board.

(m) Other rules and regulations may be made by the Developer and/or the Board as to the usage of the units.

16. Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Condominium Property Law shall give the Board the right, in addition to any

other rights provided for in this Master Deed: (a) to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his or her own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Master Deed or the regulations adopted by the Council and such violation shall continue for thirty (30) days after notice in writing from the Board or shall reoccur more than once thereafter, then the Council shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his or her unit; and thereupon an action in equity may be filed by the Council against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants, or, in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the



lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter chargers, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Master Deed and its bylaws.

17. Entry by Council.

The Council or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Council is responsible, or which the Council has the right or duty to do. Such entry shall be at reasonable hours and with prior notice and shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Council at the

expense of the maintenance fund. In cases of emergency entry may be made without notice.

18. Grantees.

Each grantee of Developer by the acceptance of a deed of conveyance accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Condominium Property Law, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in any Unit, and shall inure to the benefit of the such owner in like manner as through the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

19. Incorporation.

Developer has or will cause the formation of a Kentucky not-for-profit corporation know as "Casa Bendita Condominium Council of Co-Owners, Inc.", to act as the Council of Co-Owners as defined in KRS 381.810 (4 and 5) and governing body for all unit owners in administration and operation of the property. Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his or her unit, at which time the

new unit owner or owners shall automatically become a member therein.

20. Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

21. Notices.

Notices required or permitted to be given to the Council, the Board or any unit owner may be delivered to any officer of the Council, member of the Board or such unit owner at his or her unit, or as set forth in the Bylaws.

22. Amendments.

(a) If, during the construction period or before a total of ninety (90%) percent of the units have been sold, conveyed and recorded, it is found that an error exists on the part of the draftsman of this instrument or on the part of the surveyor or engineer, an amendment setting forth the error and correction may be filed by the Developer without the consent of any other party thereto, and shall become a part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) The provisions of this Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by owners of a majority of all units and a majority of first mortgagees having bona fide liens of record against the units.

The bylaws, unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification signed and acknowledged by owners of a majority of all units.

(c) Any amendment, change or modification to this Master Deed shall conform to the provisions of the Condominium Property Law and shall be effective upon recordation thereof. Bylaws and any amendments thereto need not be recorded.

23. Severability.

The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Master Deed, and all of the terms hereof are hereby declared to be severable.

24. Construction.

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential condominium project.

25. Consent of Lienholder.

Liberty National Bank and Trust Company of Louisville, holder of a mortgage on the property described herein, said mortgage being secured by a lien appearing of record in Mortgage Book 3051, Page 302, in the Office of the County Clerk of Jefferson County, Kentucky, and being dated August 28, 1991, joins herein only for the purpose of consenting and does hereby consent to the submission of the property to a Kentucky

Condominium Property Regime and to the provisions of this Master Deed; and the Developer does hereby agree that the lien rights of Liberty National Bank and Trust Company of Louisville are hereby transferred to the individual units of the regime.

26. Mortgagee of Developer.

Any mortgagee of Developer which acquires title by foreclosure or by deed in lieu thereof shall enjoy all the rights of the Developer hereunder including, without limitation, those in paragraphs 8, 9(b), 14 and 22 and under the bylaws of the Council of Co-Owners.

IN WITNESS WHEREOF, the said Developer has caused this Master Deed to be signed by the Developer and the lienholder the date first shown above.

RODULFO REALTY & BUILDING COMPANY

BY: [Signature]  
TITLE: President

LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1991, by Enrique Rodolfo Portales as President of RODULFO REALTY & BUILDING COMPANY, A Kentucky Corporation, on behalf of same.

My Commission Expires: August 1, 1991

Arthur W. Howard  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1991, by \_\_\_\_\_ as \_\_\_\_\_ of LIBERTY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE on behalf of same.

My Commission Expires: May 3, 1993

Sandra F. Gray  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

This instrument prepared by:

Arthur W. Howard, Sr.  
ARTHUR W. HOWARD, SR.  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 585-5137

28/1

EXHIBIT "A"

TRACT 1:

TRACT 2, consisting of 1.741 acres as shown on approved minor plat attached to and made a part of deed of record in Deed Book 5298, Page 892, in the Office of the County Clerk of Jefferson County, Kentucky.

TRACT 2:

BEGINNING in Browns Lane at a stake in the Northeast corner of the lot conveyed to Nettie Bangerth by deed dated August 11, 1926, of record in Deed Book 1242, Page 26, in the Office of the County Clerk of Jefferson County, Kentucky; thence with the Northwardly line of the tract conveyed to Lester A. Crutcher and Ruby H. Crutcher, his wife, by deed dated October 21, 1943, of record in Deed Book 1898, Page 403, in the Office aforesaid, North 54 degrees East 27.56 feet to an iron rod; thence continuing with said line of tract North 70 degrees 52 minutes East 24 feet to the Northwest corner of the lot conveyed to Ruth H. Bromagen by deed dated September 2, 1948, of record in Deed Book 2407, Page 79, in the Office aforesaid; thence Southeast along the Southwest line of said Bromagen lot and same extended, South 32 Degrees 45 minutes East 317.66 feet to a corner of the remaining property of said Lester A. Crutcher and Ruby H. Crutcher, his wife; thence with a line of the remaining Crutcher property South 57 degrees 15 minutes West 179.15 feet to a pipe in the Southwest line of the tract conveyed to Lester A. Crutcher and Ruby H. Crutcher, his wife, by the aforesaid deed; thence with the Southwest line of said tract North 32 degrees 45 minutes West 152.65 feet to a pipe in the Southwest corner of the aforesaid lot conveyed to Nettie Bangerth; thence with the Southeast line of said Bangerth lot, North 54 degrees East 129.03 feet to an iron fence post, another corner of the same Bangerth lot; thence with the Northeast line of said Bangerth lot North 32-1/4 degrees 160 feet to the point of beginning.

END

*Handwritten notes:*  
1.25 1/13  
Howard  
57.56  
Handwritten signature  
41

\* 92053

BOOK 6145 PAGE 191

AMENDMENT  
TO THE  
DECLARATION OR MASTER DEED  
FOR  
"CASA BENDITA"

THIS AMENDMENT MADE AND ENTERED into this 7<sup>th</sup> day of  
February, 1992, by RODOLFO REALTY & BUILDING COMPANY, a Kentucky  
Corporation, hereinafter referred to as "DEVELOPER"

WITNESSETH:

WHEREAS, by a Condominium Declaration or Master Deed dated  
the 13th day of December, 1991, and which appears of record in Deed  
Book 6129, Page 868, in the Office of the Clerk of Jefferson County,  
Kentucky, the DEVELOPER subjected and submitted certain real property  
to the Kentucky Condominium Property Law, as amended; and,

WHEREAS, under said Master Deed, the right was specifically  
reserved unto the DEVELOPER to create, add and subject other buildings  
or other improvements to the property within the "reserved areas"  
and to add additional new units or garage or carport; and,

WHEREAS, the DEVELOPER is the Owner and wishes to add certain  
garages (limited common area), to the property described in said  
Master Deed and in order to accomplish same, does hereby submit as  
follows:

NOW THEREFORE, the DEVELOPER, for the purposes hereinabove set  
forth, and pursuant to the provisions set forth in the Master Deed  
for "CASA BENDITA", recorded as above, and in accordance with and by  
the means and powers therein reserved and conferred on it, does hereby  
amend the Master Deed by :

BOOK 6145 PAGE 191



BOOK 6145 PAGE 192

ADDED to the Condominium Regime of "CASA BENDITA" the following Garage Units:

GARAGE NO. 1 through 9, inclusive

The DEVELOPER, to the extent necessary, hereby exercises all the rights conferred upon it by the Declaration or Master Deed and all Powers of Attorney granted to it by all Unit Owners, adds the garage spaces as shown on the Plans of same which are filed simultaneously herewith.

EXCEPT AS SET FORTH HEREIN, the Declaration of the Master Deed for "CASA BENDITA" shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized

Officer of the DEVELOPER, the date first set forth above.

THIS INSTRUMENT PREPARED BY:  
*Arthur W. Howard*  
ARTHUR W. HOWARD, Attorney  
515 West Market Street  
Louisville, Kentucky 40202

RODULFO REALTY & BUILDING COMPANY  
a Kentucky Corporation  
BY: *Enrique Rodolfo Pantoja*  
ENRIQUE RODOLFO PANTOJA, President

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me this day of February, 1992 by Enrique Rodolfo Pantoja, President of Rodulfo Realty & Building Company, a Kentucky Corporation, on behalf of same.

BOOK 6145 PAGE 192 expires August 8, 1995

RECORDED  
1992 FEB - 7 PM 2:53  
1992

1993

CONDOMINIUM OR APT. OWNERSHIP  
*Arthur W. Howard*  
Notary Public, Jefferson County, Kentucky

END OF DOCUMENT

AMENDMENT TO THE DECLARATION OR MASTER DEED  
FOR THE EXPANDABLE CONDOMINIUM KNOWN AS  
"CASA BENDITA"

This Amendment made and entered into by RODULFO REALTY & BUILDING COMPANY, A Kentucky Corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, by a Condominium Declaration or a Master Deed, dated the 13th day of December, 1991, and of record in Deed Book 6129, Page 966, in the office of the Clerk of the County Court of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the Condominium Property Law, and as amended; and,

WHEREAS, under the said Master Deed, the right was specifically reserved unto the Developer to create, add, and subject other buildings to the property within the "reserved areas" and to add additional or new units to said Condominium; and,

WHEREAS, the Developer is the owner and wishes to add to the condominium area the following described property which is presently a part of the reserved area referred to in said Master Deed:

Being units 301, 302, 303, 304, 305, 306, 307, 308, 309 310, 311 and 312, Building 3, described and shown on plans which are recorded simultaneously herewith;

WHEREAS, the additional property is now improved with those units referred to above in Building 3, and thereby having a total overall combined units of 24.

NOW, THEREFORE, the Developer for the purposes herein above set forth and pursuant to the provisions set forth in the Master Deed for "Casa Bendita" recorded as above, and in accordance with and by means of powers therein reserved and conferred on it, does hereby amend the Master Deed by:

1. Further declaring that the additional property is hereby annexed from the remaining "reserved area" and that said additional property is hereby subjected to the provisions of the Act as an integral part of the Condominium created by the Master Deed and that said additional property is to be in all respects, governed by the terms and provisions of same.

2. Amending the legal descriptions of the units which are set forth in the Master Deed by adding the following units:

<u>Building</u>	<u>Unit Nos.</u>
3	301
	302
	303
	304
	305
	306
	307
	308
	309
	310
	311
	312

The Building known as Building 3 and the units referred to immediately above are shown on the survey of the additional property by EnviroEngineering & Consulting, Inc., dated the 15th day of April, 1993 and recorded simultaneously with this Amended Expanded Declaration.

3. Amending the schedule of percentages of ownership interests in the common elements appurtenant to each unit set

forth in the Master Deed and to reallocate said percentages and to read as follows:

<u>Building</u>	<u>Unit No.</u>	<u>Square Footage per Unit</u>	<u>Percentage</u>
3	301	1228.68	4.130%
	302	1223.33	4.112%
	303	1225.52	4.119%
	304	1237.62	4.160%
	305	1248.97	4.198%
	306	1248.79	4.198%
	307	1251.13	4.206%
	308	1249.75	4.201%
	309	1251.96	4.208%
	310	1252.82	4.211%
	311	1251.80	4.208%
	312	1252.63	4.211%
	4	401	1219.81
402		1221.80	4.107%
403		1222.17	4.108%
404		1220.77	4.103%
405		1241.69	4.174%
406		1243.60	4.180%
407		1244.00	4.182%
408		1242.37	4.176%
409		1241.69	4.174%
410		1244.07	4.182%
411		1242.77	4.177%
412	1241.94	4.175%	
		29749.68	100.000%

The above schedule of percentages in the common elements are calculated as set forth in the Master Deed and this allocation is accomplished as follows:

(a) The Developer, to the extent necessary, hereby exercising all of the rights conferred upon it by the Declaration or Master Deed and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their units' share in the existing common elements which must be allocated to the new units to obtain the percentage

interest in the aggregated common elements in each unit shown in the above schedule.

(b) The Developer, to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the aforesaid schedule.

(c) Any other means supportable in law or in equity on the basis of this Master Deed, the Deeds to each purchaser, and this Amended Declaration.

The meaning of all of the terms referred to herein are as described in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for Casa Bendita shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer of the Developer this 3rd day of May, 1993.

ROLDUFO REALTY & BUILDING  
COMPANY

BY: [Signature]

TITLE: President

STATE OF KENTUCKY )  
                          ) SS  
COUNTY OF JEFFERSON )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to

BOOK 6304 PAGE 452

me in said State and County and acknowledged and delivered before  
me by Enrique Rodolfo Pantoja as  
President of ROLDUFO REALTY &  
BUILDING COMPANY, on behalf of same.

Witness my hand this 3rd day of May,  
1993.

My commission expires: August 8, 1995.

Arthur W. Howard, Sr.  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

This instrument prepared by:

Arthur W. Howard, Sr.  
ARTHUR W. HOWARD, SR.  
Attorney for Plaintiff  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 587-5948

33/14

BOOK 6304 PAGE 452

53042

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 47 PAGE 25-26  
FILE NO. 6074

Document No: 1993053042  
Lodged By: HOWARD  
Recorded On: May 03, 1993 01:16:14 P.M.  
Total Fees: \$33.50-10.50  
County Clerks: Rebecca Jackson  
Deputy Clerks: CHERYL

END OF DOCUMENT

SK

AMENDMENT TO THE DECLARATION OR  
MASTER DEED FOR THE EXPANDABLE CONDOMINIUM  
KNOWN AS "CASA BENDITA"

This Amendment made and entered into by Rodulfo Realty & Building Company, a Kentucky Corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, by a Condominium Declaration or Master Deed dated the 13th day of December, 1991, and appearing of record in Deed Book 6129, Page 966, in the office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the condominium property law, and as amended; and,

WHEREAS, under the said Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings to the property within the "Reserved Areas" and to add additional or new units to said condominiums; and,

WHEREAS, the Developer is the owner and wishes to add to the condominium area the following described property which is presently a part of the Reserved Area referred to in said Master Deed:

Being units 101, 102, 103, and 104, Building 1, described and shown on plans which are recorded simultaneously herewith;

WHEREAS, the additional property is now improved with those units referred to above in Building 1, and thereby having a total overall combined units of twenty eight (28).

NOW, THEREFORE, the Developer for the purposes hereinabove set forth and pursuant to the provisions set forth in the Master Deed for "Casa Bendita" recorded as above and in accordance with and by means of powers therein reserved and conferred on it, does hereby amend the Master Deed by:

1. Further declaring that the additional property is hereby annexed from the remaining "Reserve Area" and that said additional property is hereby subjected to the provisions of the Act and as an integral part of the Condominium created by the Master Deed and that said additional property is to be in all respects governed by the terms and provisions of same.

2. Amending the legal descriptions of the units which are set forth in the Master Deed by adding the following units:

BUILDING	UNIT NUMBERS
1	101 102 103 104

The building known as Building 1 and the units referred to immediately above are shown on the survey of the additional property by Enviro Engineering & Consulting, Inc., dated the 25th day of October, 1993, and recorded simultaneously with this Amended Expanded Declaration.

3. Amending the schedule of percentages of ownership interest in the common elements appurtenant to each unit set forth in the Master Deed and to reallocate said percentages and to read as follows:



BUILDING	UNIT	SQUARE FEET	PERCENTAGE INTEREST
1	101	1219.81	3.493%
	102	1221.80	3.498%
	103	1222.17	3.499%
	104	1220.77	3.495%
3	301	1241.69	3.555%
	302	1243.60	3.561%
	303	1244.00	3.562%
	304	1242.37	3.557%
	305	1241.69	3.555%
	306	1244.07	3.562%
	307	1242.77	3.558%
	308	1241.94	3.556%
	309	1228.68	3.518%
	310	1223.33	3.503%
	311	1225.52	3.509%
	312	1237.62	3.544%
4	401	1248.97	3.576%
	402	1248.79	3.576%
	403	1251.13	3.582%
	404	1249.75	3.578%
	405	1251.96	3.585%
	406	1252.82	3.587%
	407	1251.80	3.584%
	408	1252.63	3.587%
	409	1293.80	3.705%
	410	1293.80	3.705%
	411	1293.80	3.705%
	412	1293.80	3.705%
TOTAL		34924.88	100.00%

The above schedule of percentages in the common elements are calculated as set forth in the Master Deed and this allocation is accomplished as follows:

(a) The Developer, to the extent necessary, hereby exercising all of the rights conferred upon it by the Declaration or Master Deed and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their units' share in the existing common elements which must be allocated to the new units to obtain the percentage

interest in the aggregated common elements in each unit shown in the above schedule.

(b) The Developer to the extent necessary hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the aforesaid schedule.

(c) In other means supportable in law or in equity on the basis of the Master Deed, the Deeds to each purchaser, and this amended Declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for Casa Bendita shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the proper party for Rodulfo Realty & Building Company, a Kentucky Corporation, this 2<sup>nd</sup> day of November, 1993.

RODULFO REALTY & BUILDING COMPANY  
A Kentucky Corporation

BY: [Signature]  
ENRIQUE RODULFO PANTOJA  
PRESIDENT

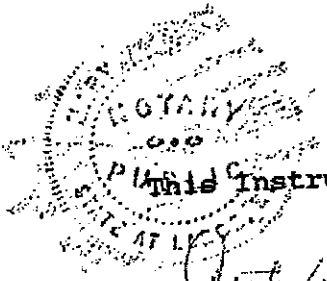
STATE OF KENTUCKY        )  
                                  )   SCT.  
COUNTY OF JEFFERSON    )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to

me in said State and County and acknowledged and delivered before me by ENRIQUE RODULFO PANTOJA as President of RODULFO REALTY & BUILDING COMPANY, A Kentucky Corporation, on behalf of same.

Witness my hand this 2 day of November, 1993.  
My commission expires: 10-16-94

Mary J. Gurrman  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY



This Instrument Prepared By:

Arthur W. Howard, Sr.  
ARTHUR W. HOWARD, SR.  
Attorney at Law  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 587-5948

36/3

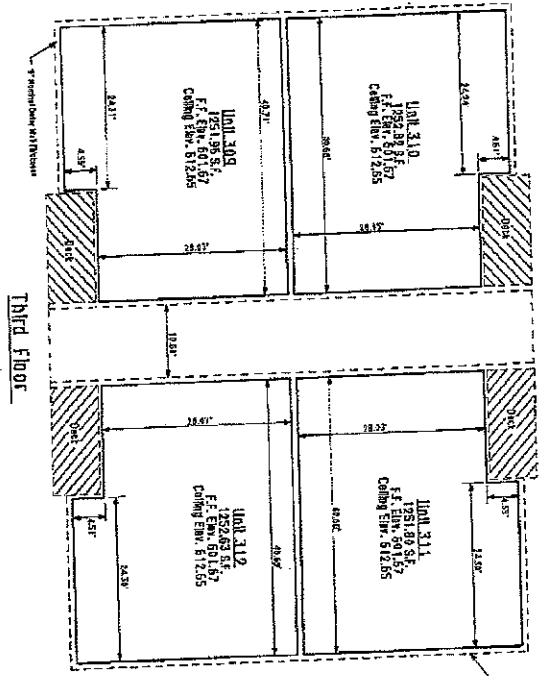
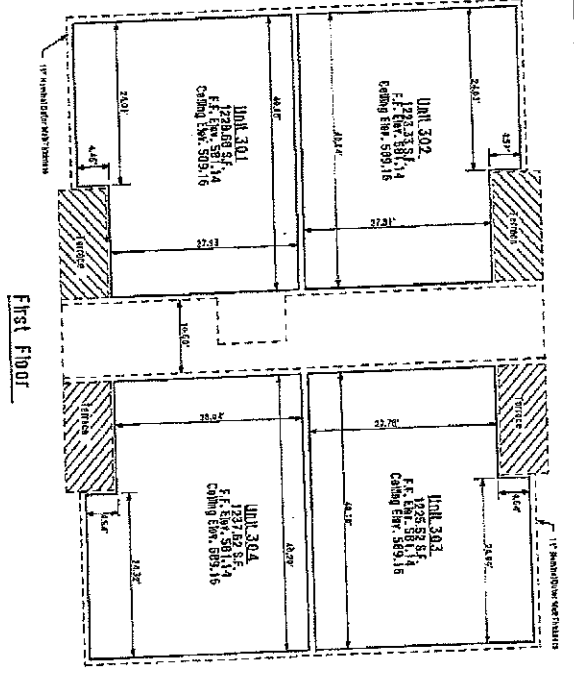
CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 48 PAGE 17-18  
FILE NO. 690

149598  
Document No: 1993149598  
Lodged By: howard  
Recorded On: Nov 09, 1993 08:47:03 A.M.  
Total Fees: \$3.50 33.50  
County Clerk: Rebecca Jackson  
Deputy Clerk: CHERL

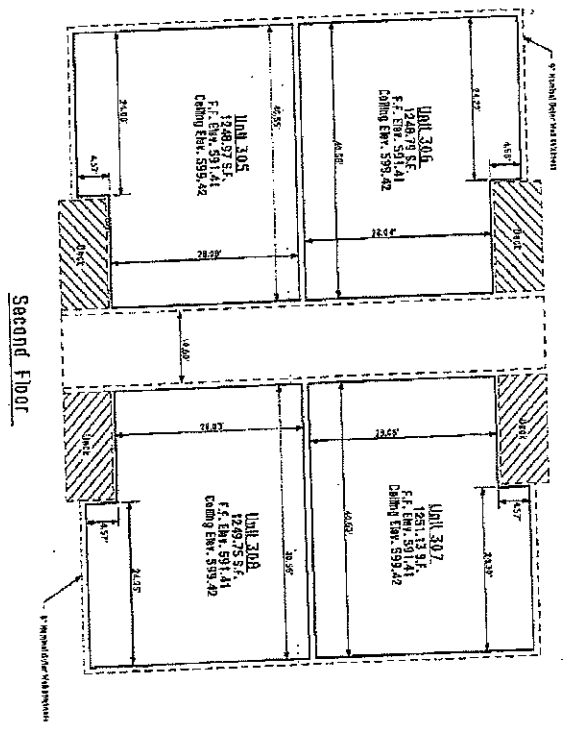
END OF DOCUMENT  
BOOK 6380 PAGE 140

*[Handwritten signature]*

Book 47 p 26



Book 47 p 26



Book 47 p 26

1. Each construction note consists of the note number, the location of the construction and a brief description of the work to be done.
  2. Symbols shown in red are based on the International Building Code. The symbols for fire and ceiling elevations refer to this edition.
1. L.S.B.R.D.
- Bandings of construction U.C.L.  
 Infrared Ceramic Tiles  
 Acoustic Lined Ceiling Tiles

**Survey of**  
**Case Bendita Condominiums**  
 (Building # 300)

Scale: 1/8" = 1'-0"

**Rodolfo Realty**  
 173 South Ave. Suite 278  
 Fort, N.J. 08301

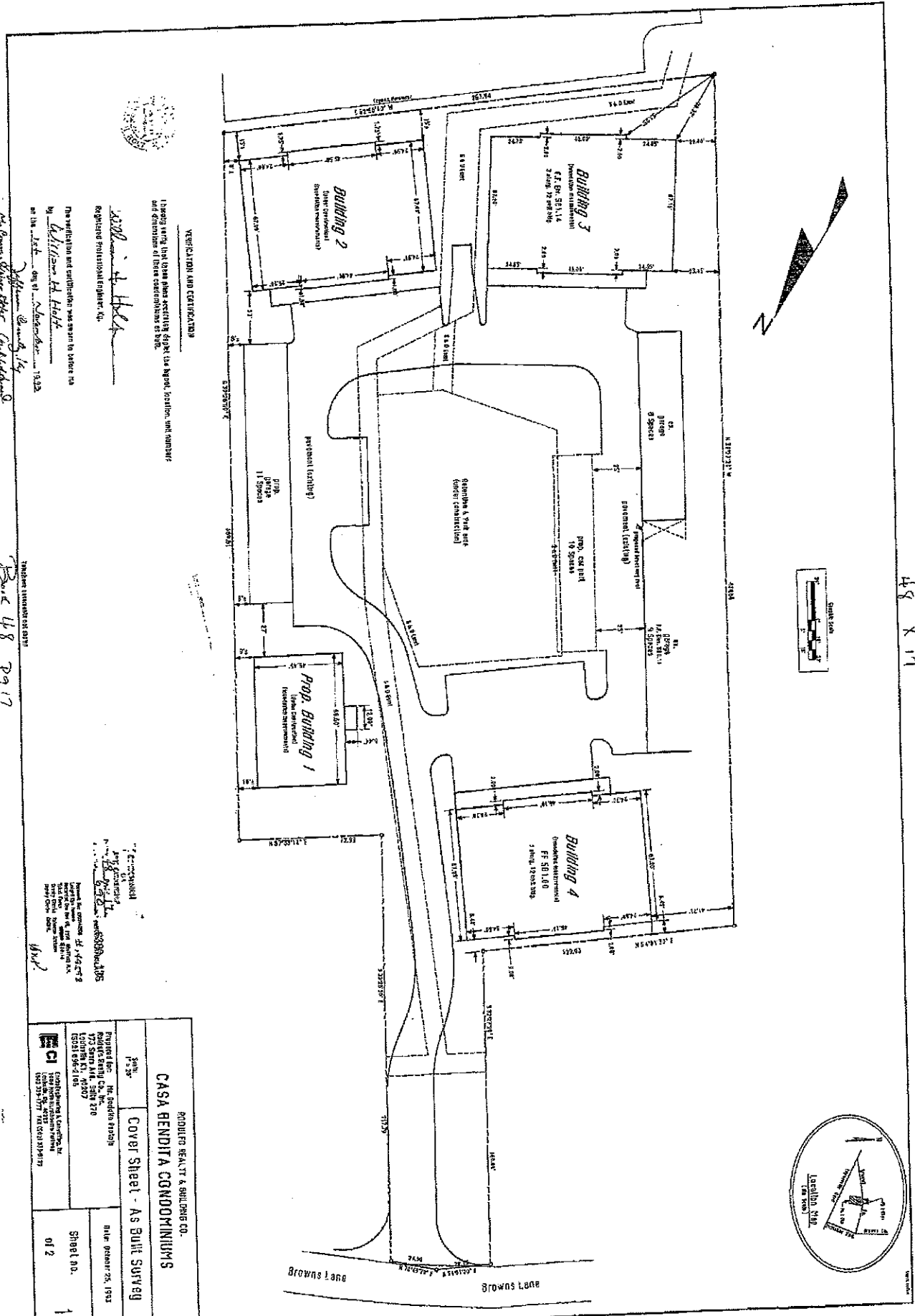
**ECI**  
 Engineering & Construction Inc.  
 1000 N. 10th St. Suite 100  
 Fort, N.J. 08301

Date: 4/15/83  
 Job No.: 307-74



19900304/83  
 Survey of Case Bendita Condominiums  
 Building # 300  
 Fort, N.J.  
 Date: 4/15/83  
 Surveyor: [Signature]

Book 48 p 17



**VERIFICATION AND CERTIFICATION**

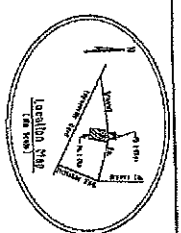
I being duly sworn, depose and certify that the above plan, specifications, and dimensions of these constructions of work, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer, P.E. No. 10000.

The verification and certification was given to the above plan, specifications, and dimensions of these constructions of work, on the 1st day of November, 1933.

Book 48 p 17

Prepared by: J. H. HALL  
 Registered Professional Engineer, P.E. No. 10000  
 License No. 10000  
 State of Michigan  
 10000  
 10000  
 10000

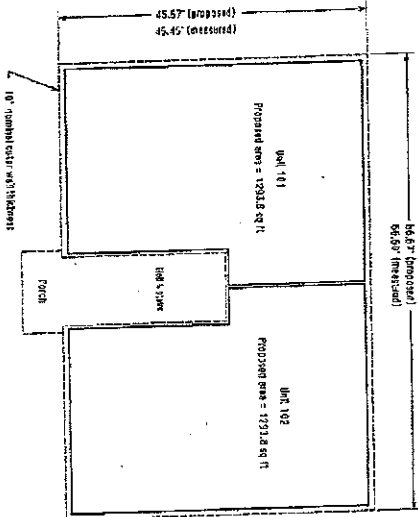
<p>RODERS REALTY &amp; BUILDING CO.  <b>CASA BENDITA CONDOMINIUMS</b></p>	
<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>	<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>
<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>	<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>
<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>	<p>Project No. 10000          Registered for: Mr. Roders          10000          10000          10000</p>



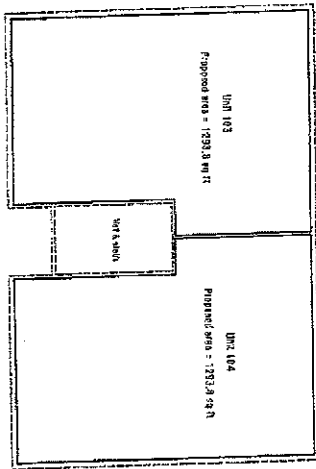
48 X 17

Book 48 pg 18

East End



Second End



Book 48 pg 18



1. Each condominium unit contains all the areas hereon shown and shall be used for residential purposes only. The areas shown are for the horizontal planes of the floor and ceiling. Elevation is noted above.
2. Elevation shown in feet and inches on this diagram shall be used for all elevations. The bottom note, floor and ceiling elevations refer to this elevation.
3. LEGEND

\_\_\_\_\_ Banking of Condominium Unit  
 \_\_\_\_\_ Horizontal Common Element  
 \_\_\_\_\_ Indicate Limited Common Element

Book 48 pg 18

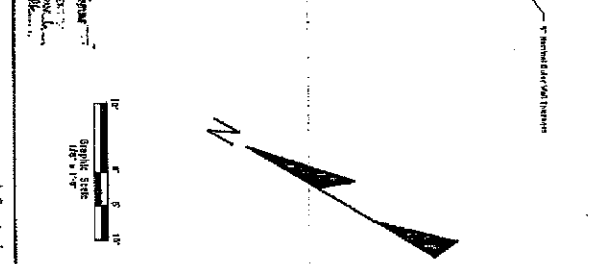
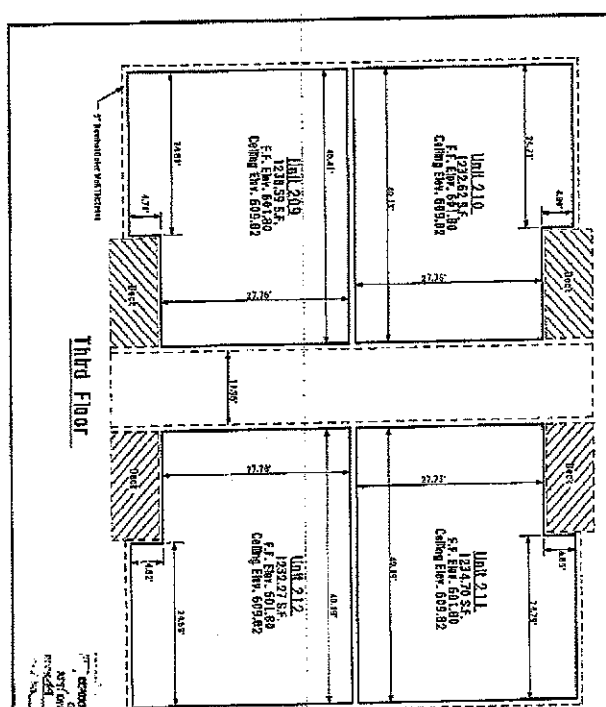
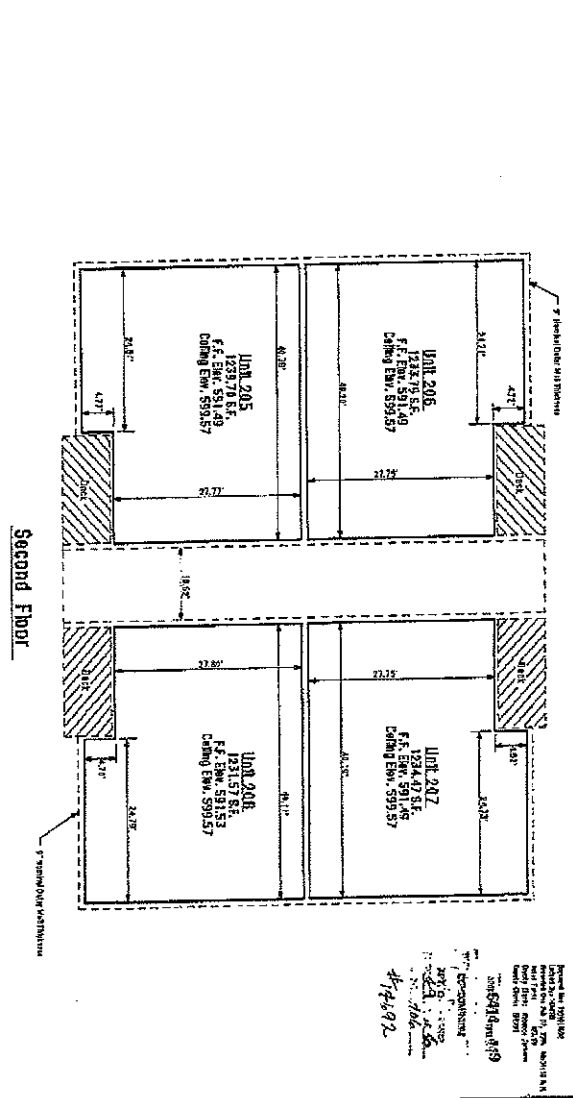
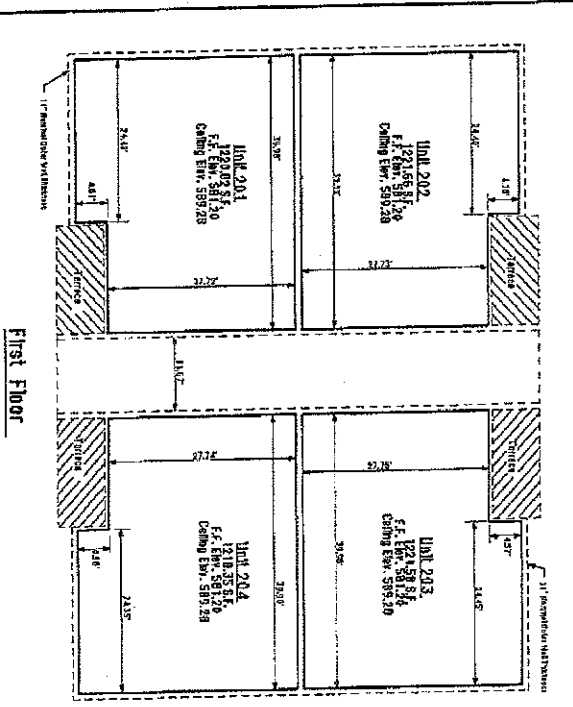
**Casa Bendita  
 Condominiums**

As Planned - Building #100

173 Street Ave, Suite 278 Fort, LA 70480	DATE: 10/27/95
James G. Smith, Architect, Inc. 1000 Poydras Street, Suite 2000 New Orleans, LA 70112	SHEET NO. 2 OF 2

James G. Smith, Architect, Inc.  
 License No. 1000  
 Prepared by: James G. Smith  
 Checked by: James G. Smith  
 Date: 10/27/95  
 Scale: As Shown  
 Plot: 1000

Book 48 pg 18



49 x 6

49 x 6

**VERIFICATION AND CERTIFICATION**  
 Having read the above description and the plans, sections, and exhibits and dimensions of these condominiums as herein shown:

*Wolfe*  
 Registered Professional Engineer, N.Y.

The verification and certification was given to holders on the date of February 19, 1982 by William H. Wolfe on the part of Raymond Dickson, Inc. 13242 Madison Avenue, New York, N.Y. 10017

Robert B. Ellis, Esq. & Co.  
 77 Cross Street, New York, N.Y. 10013

- Each condominium unit consists of the area bounded by the lines shown on the plans and the finished area shown on the floor and ceiling area shown on the plans.
- Each unit owner shall have the right to use the common areas shown on the plans and the finished area shown on the plans and ceiling area shown on the plans.
- LESSOR

Boundary of Condominium Unit  
 Separate Common Elements  
 Includes Limited Common Elements

**Garage Bendita Condominiums**  
 (Building # 2)

123 Park Ave. Suite 218  
 New York, N.Y. 10017

DATE: 11/28/84

40 No. 707-74



Recorded in 123456  
 Book 49, Page 6  
 11/28/84  
 49 x 6

5

6414-449

AMENDMENT TO THE DECLARATION OR  
MASTER DEED FOR THE EXPANDABLE CONDOMINIUM  
KNOWN AS "CASA AMERICA"

This Amendment made and entered into by Rodolfo Realty & Building Company, a Kentucky Corporation, hereinafter referred to as "developer".

**W I T N E S S E T H**

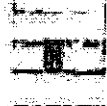
WHEREAS, by a condominium Declaration or Master Deed dated the 13th day of December, 1991, and appearing of record in Deed Book 6129, Page 986, in the office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the condominium property law, and as amended; and,

WHEREAS, under the said Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings to the property within the "Reserved Areas" and to add additional or new units to said condominiums; and,

WHEREAS, the Developer is the owner and wishes to add to the condominium area the following described property which is presently a part of the Reserved Area referred to in said Master Deed:

Being units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211 and 212, Building 3, described and shown on plans which are recorded simultaneously herewith;

WHEREAS, the additional property is now improved with those units referred to above in Building 2, and thereby having a total overall combined units of forty (40).





BOOK 6414 PAGE 451

3. Amending the schedule of percentages of ownership interest in the common elements appurtenant to each unit set forth in the Master Deed and to reallocate said percentages and to read as follows:

Unit no.	Gross Area	Net Area 49,885 sq ft (tot)	Net % of Project 100.00% total
101	n/a	1,293.80 sq ft	2.604%
102	n/a	1,293.80 sq ft	2.604%
103	n/a	1,293.80 sq ft	2.604%
104	n/a	1,293.80 sq ft	2.604%
201	n/a	1,220.82 sq ft	2.457%
202	n/a	1,221.88 sq ft	2.458%
203	n/a	1,221.08 sq ft	2.459%
204	n/a	1,218.85 sq ft	2.452%
205	n/a	1,239.70 sq ft	2.485%
206	n/a	1,233.79 sq ft	2.483%
207	n/a	1,234.47 sq ft	2.485%
208	n/a	1,231.87 sq ft	2.478%
209	n/a	1,238.59 sq ft	2.493%
210	n/a	1,232.82 sq ft	2.481%
211	n/a	1,234.70 sq ft	2.485%
212	n/a	1,232.27 sq ft	2.480%
301	n/a	1,228.88 sq ft	2.473%
302	n/a	1,223.33 sq ft	2.462%
303	n/a	1,225.52 sq ft	2.467%
304	n/a	1,237.62 sq ft	2.491%
305	n/a	1,248.97 sq ft	2.514%
306	n/a	1,248.79 sq ft	2.513%
307	n/a	1,251.19 sq ft	2.518%
308	n/a	1,249.75 sq ft	2.515%
309	n/a	1,251.96 sq ft	2.520%
310	n/a	1,252.82 sq ft	2.522%
311	n/a	1,251.80 sq ft	2.519%
312	n/a	1,252.83 sq ft	2.521%
401	n/a	1,219.81 sq ft	2.455%
402	n/a	1,221.50 sq ft	2.459%
403	n/a	1,222.17 sq ft	2.460%
404	n/a	1,220.77 sq ft	2.457%
405	n/a	1,241.89 sq ft	2.499%
406	n/a	1,243.60 sq ft	2.503%
407	n/a	1,244.00 sq ft	2.504%
408	n/a	1,242.37 sq ft	2.500%
409	n/a	1,241.89 sq ft	2.498%
410	n/a	1,244.07 sq ft	2.504%
411	n/a	1,242.77 sq ft	2.501%
412	n/a	1,241.94 sq ft	2.500%

The above schedule of percentages in the common elements are calculated as set forth in the Master Deed and this allocation is accomplished as follows:

(a) The Developer, to the extent necessary, hereby exercising all of the rights conferred upon it by the Declaration or Master Deed and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their units' share in the existing common elements which must be allocated to the new unit to obtain the percentage interest in the aggregated common elements in each unit shown in the above schedule.

(b) The Developer to the extent necessary hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the aforesaid schedule.

(c) In other means supportable in law or in equity on the basis of the Master Deed, the Deeds to each purchaser, and this amended Declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for Casa Bendita shall remain in full force and effect.

BOOK 6414 PAGE 453

IN TESTIMONY WHEREOF, witness the signature of the proper party for Rodulfo Realty & Building Company, a Kentucky Corporation, this 4th day of February, 1994.

RODULFO REALTY & BUILDING COMPANY  
A Kentucky Corporation

*[Signature]*  
BY: ENRIQUE RODULFO PANTOJA  
PRESIDENT

STATE OF KENTUCKY }  
COUNTY OF JEFFERSON } SCT.

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to me in said State and County and acknowledged and delivered before me by ENRIQUE RODULFO PANTOJA as President of RODULFO REALTY & BUILDING COMPANY, A Kentucky Corporation, on behalf of same.

Witness my hand this 4th day of February, 1994.

My commission expires: August 8, 1995

*[Signature]*  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

This Instrument Prepared By:

*[Signature]*  
ARTHUR W. HOWARD, SR.  
Attorney at Law  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 587-8948

36/3

14692

Document No: 1994014492  
Lodged By: WEMMS  
Recorded On: Feb 07, 1994 04:58:30 A.M.  
Total Fees: \$22.50  
County Clerk: Rebecca Jackson  
Deputy Clerk: GERRI

END OF DOCUMENT

*[Handwritten mark]*

**AMENDMENT TO MASTER DEED  
FOR  
CASA BENDITA CONDOMINIUMS, INC.**

This declaration and amendment is made and entered into by the Board of Directors of Casa Bendita Condominiums, Inc., a Kentucky corporation (the "Board"), with the approval of the majority of the unit owners.

**WITNESSETH:**

WHEREAS, by declaration of Master Deed dated December 1, 1991, of record in Deed Book 6129, Page 966, in the office of the County Clerk of Jefferson County, Kentucky, the unit owners of Casa Bendita Condominiums, Inc. may, from time to time, amend same and the by-laws as set forth in Article VIII of the Master Deed; and

WHEREAS, any such amendment must be made with the approval of a majority of the unit owners, and a majority of the unit owners' approval being shown by their respective signatures on Exhibit "A" attached hereto.

NOW, THEREFORE, pursuant to the provisions set forth in the Master Deed and in accordance with and through the powers reserved therein, including Article VIII of the Master Deed, the Master Deed and By-Laws are hereby amended as follows:

1. Paragraph 3 of the Master Deed and the by-laws, Article VIII, are amended to include the following as a new section:

"Effective the first day of July, 1996 no apartment may be leased or rented and no apartment may be occupied by a tenant or other person who pay rents to the owner, unless (a) the owner held legal title to the apartment prior to the first day of July, 1996 and the apartment was used for rental purposes prior to the first day of July, 1996, or (b) the tenant is a member of the owner's immediate family."

2. The above provisions are in addition to, and not in lieu of, the other provisions of the Master Deed and the By-Laws. All other terms and conditions of the Master Deed and By-Laws remain unchanged.

3. Whereas the foregoing amendment has been duly passed by an action of the Board on July 19, 1996, and said amendments having been acknowledged and ratified by more than a majority of the unit owners as shown on Exhibit "A" attached hereto.

CASA BENDITA CONDOMINIUMS, INC.

BY: R. H. Devenish

TITLE: President

ATTEST:

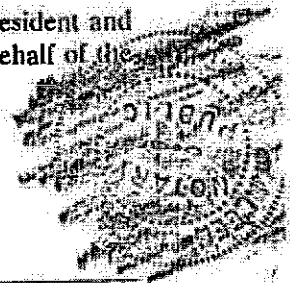
Roberta W. Adams  
SECRETARY

COMMONWEALTH OF KENTUCKY )

COUNTY OF JEFFERSON )

Acknowledged before me by R. H. Devenish as President and Secretary of Casa Bendita Condominiums, Inc., a Kentucky Corporation, on behalf of the corporation, this 29 day of October, 1996.

My commission expires: Notary Public, State at Large, KY  
My commission expires Apr. 29, 2000



Allen Walling  
NOTARY PUBLIC, STATE AT LARGE, KY

This Instrument Prepared By:

J. Michael Poole

J. MICHAEL POOLE  
BRUCE GARRETT ANDERSON  
ED MONARCH

J. Michael Poole & Associates  
Starks Building  
455 S. 4th Avenue, Suite 610  
Louisville, KY 40202-2509  
(502) 587-0063

**PROPOSED AMENDMENTS TO THE MASTER DEED AND DECLARATION OF HORIZONTAL PROPERTY REGIME FOR CASA BENDITA CONDOMINIUMS**

At a called Owner's meeting held on June 19, 1996 the following was voted on by a majority of the owners.

The following is a proposal for an amendment to the Master Deed for ~~Master Deed~~ Casa Bendita Condominiums by adding the following language as follows.

Effective the first day of July, 1996 no apartment may be leased or rented and no apartment may be occupied by a tenant or other person who pay rents to the owner, unless (a) the owner held legal title to the apartment prior to the first day of July 1996 and the apartment was used for rental purposes prior to the first day of July 1996, or (b) the tenant is a member of the owner's immediate family.

All other terms and conditions of the Master Deed and By-Laws remain unchanged.

The following represent a majority of owners approving the amendment.

Name	Unit Number	Name	Unit Number
David Johnson	203	Lucy Reser	205
Edward W. Witter	207	Michael Foster	205
Opal Peim	206	Christina Huchman	404
Lawrence Vaughn	305	Leona Higgins	408
Jettimore W. Cole	310	W. T. Roberts	407
Rebecca Mauter	209	Micelle Patton	412
H. H. Bob Dinnicoth	210	Mary H. Skaggs	410
Robert J. Schuler	302	May M. Diven	304
Joe [unclear]	202	Rebecca L. Ruby	407
Robert [unclear]	202	Irene L. Kelly	401
Patricia [unclear]	306	Virginia M. Phillips	307
Grand [unclear]	411	Ann Miller	312

**PROPOSED AMENDMENTS TO THE MASTER DEED AND DECLARATION OF HORIZONTAL PROPERTY REGIME FOR CASA BENDITA CONDOMINIUMS**

At a called Owner's meeting held on June 19, 1996 the following was voted on by a majority of the owners.

The following is a proposal for an amendment to the Master Deed for ~~XXXXXXXXXX~~ Casa Bendita Condominiums by adding the following language as follows.

Effective the first day of \_\_\_\_\_, 1996 no apartment may be leased or rented and no apartment may be occupied by a tenant or other person who pay rents to the owner, unless (a) the owner held legal title to the apartment prior to the first day of \_\_\_\_\_ 1996 and the apartment was used for rental purposes prior to the first day of \_\_\_\_\_ 1996, or (b) the tenant is a member of the owner's immediate family.

All other terms and conditions of the Master Deed and By-Laws remain unchanged.

The following represent a majority of owners approving the amendment.

Name	Unit Number	Name	Unit Number
Mary Jane Glida	406		
L. Raymond	212		
A. Christman	403		
Nelda K Brown	201		
Richard Guzman	302		
R. J. Prante	301		

153425

Document No: 1996153425  
 Lodged By: POOLE  
 Recorded On: Nov 13, 1996 03:00:03 P.M.  
 Total Fees: \$14.00  
 Transfer Tax: 4.00  
 County Clerk: Rebecca Jackson  
 Deputy Clerk: [Signature]

END OF DOCUMENT

**SECOND AMENDMENT TO MASTER DEED**  
**FOR**  
**CASA BENDITA CONDOMINIUMS, INC.**

This declaration and amendment is made and entered into by the Board of Directors of Casa Bendita Condominiums, Inc., a Kentucky corporation (the "Board"), with the approval of the majority of the unit owners.

**WITNESSETH:**

WHEREAS, by declaration of Master Deed dated December 1, 1991, of record in Deed Book 6129, Page 966, in the office of the County Clerk of Jefferson County, Kentucky, the unit owners of Casa Bendita Condominiums, Inc. may, from time to time, amend same and the by-laws as set forth in Article VIII of the Master Deed; and

WHEREAS, any such amendment must be made with the approval of a majority of the unit owners, and a majority of the unit owners' approval being shown by their respective signatures on Exhibit "A" attached hereto.

NOW, THEREFORE, pursuant to the provisions set forth in the Master Deed and in accordance with and through the powers reserved therein, including Article VIII of the Master Deed, the Master Deed and By-Laws are hereby amended as follows:

1. Section VI.6 is amended by deleting the current provisions and replacing same with the following:

"Any monthly assessment made pursuant to this instrument, and not paid by the tenth day of any month in which said assessment is due, shall incur a late charge of \$ 10.00 per month until paid."

"In addition to the above, if any unit owner shall fail to make any assessment called for in this instrument, then each and every assessment due for the remainder of the year, and the assessments due in the year immediately following, shall become, at the option of the Board in its sole discretion, immediately due and payable without further notice."

2. The above provisions are in addition to, and not in lieu of, the other provisions of the Master Deed and the By-Laws. All other terms and conditions of the Master Deed and By-Laws as heretofore amended remain unchanged.

3. Whereas the foregoing amendment has been duly passed by an action of the Board on July 19, 1996, and said amendments having been acknowledged and ratified by more than a majority of the unit owners as shown on Exhibit "A" attached hereto,



CASA BENDITA CONDOMINIUMS, INC.

BY: L.H. Derrin

TITLE: President

ATTEST TO:

Robert W. Schuch  
SECRETARY

COMMONWEALTH OF KENTUCKY )

COUNTY OF JEFFERSON

Acknowledged before me by L.H. Derrin as President  
of Casa Bendita Condominiums, Inc., a Kentucky Corporation, on behalf of  
the corporation, this 27 day of October, 1996.

My commission expires: Notary Public, State at Large, KY  
My commission expires Apr. 29, 2000

Robert W. Schuch  
NOTARY PUBLIC, STATE AT LARGE, KY

This Instrument Prepared By:

J. Michael Poole  
J. MICHAEL POOLE  
BRUCE GARRETT ANDERSON  
ED MONARCH  
J. Michael Poole & Associates  
Starks Building  
455 S. 4th Avenue, Suite 610  
Louisville, KY 40202-2509  
(502) 587-0063

157659

Document No: 1996151659  
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Recorded On: Nov 08, 1996 10:44:28 A.M.  
Total Fees: \$12.00  
Transfer Tax: \$ .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

## EXHIBIT A

PROPOSED AMENDMENTS TO THE MASTER DEED AND DECLARATION OF  
HORIZONTAL PROPERTY REGIME FOR CASA BENDITA CONDOMINIUMS

At a called Owner's meeting held on July 19, 1996 the following was voted on by a majority of the owners.

The following is a proposal of an amendment to the Master Deed for Casa Bendita Condominiums by adding the following language as follows.

Section VI.6 is amended by deleting the current provisions and replacing same with the following:

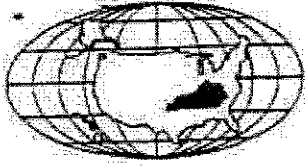
"Any monthly assessment made pursuant to this instrument, and not paid by the tenth day of any month in which said assessment is due, shall incur a late charge of \$ 10.00 per month until paid."

"In addition to the above, if any unit owner shall fail to make any assessment called for in this instrument, then each and every assessment due for the remainder of the year, and the assessments due in the year immediately following, shall become, at the option of the Board in its sole discretion, immediately due and payable without further notice."

All other terms and conditions of the Master Deed and By-Laws as heretofore amended remain unchanged.

The following represent a majority of owners approving the amendment.

Name	Unit Number	Name	Unit Number
Ahed L. Bailey	409	Patricia Pearty	306
W. T. Roloff	407	James A. Ryan	411
Mary Jane Slidy	406	Mary H. Skagge	410
David J. Holmes	203	Anthony Sherman	403
Balce W. Jalar	202	M. Dawson	402
Edwina Wilkerson	207	Leona Higgins	405
L. H. Swinnett	210	Kenneth Stratton	412
Ophelia Heini	206	Mary L. Cole	310
Betty Reese	205	Irwin K. Miller	312
Lillith Foster	208	Mary Shook	511
Frank [unclear]	211	Jack [unclear]	308
Luis 'Pat' Raymond	212	Rubén R. [unclear]	301
David A. [unclear]	204	Robert J. Schuler	303
Rebecca Martin	209	Richard [unclear]	302
Pat [unclear]	301	Janice [unclear]	401
Lawrence Jaeger	305	M. Patricia [unclear]	304
Virginia M. Phillips	307		



# Kentucky Realty Corporation

1940 Old Shepherdsville Rd.  
Louisville, Kentucky 40218  
(502) 473-0003

---

TO: The Council of Co-Owners Casa Bendita

From: Dan Rapp

REF: Amendment

February 2, 2001

On Thursday, January 17<sup>th</sup>, 2001 The Annual Meeting of the Council of Co-Owners for Casa Bendita was held at the McMahan Fire Department.

The attached amendment was voted upon at this meeting and now has been recorded. Please place this amendment with your Master Deed & By-Laws.

**AMENDMENT TO BYLAWS OF  
CASA BENDITA CONDOMINIUM COUNCIL OF CO-OWNERS, INC.**

**THIS AMENDMENT** is made and entered into by Casa Bendita Condominium Council of Co-Owners, Inc. (the "Association"), a not-for-profit Kentucky corporation, on the date shown hereinbelow.

**WITNESSETH:**

**WHEREAS**, the Association is a not-for-profit corporation organized and existing under the laws of the state of Kentucky; and,

**WHEREAS**, the Association desires to amend its Bylaws, specifically Article III.1; and,

**WHEREAS**, the Bylaws of the Association may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modification signed and acknowledged by the owners of a majority of all of the units of the Association; and,

**WHEREAS**, a majority of the owners of all the units of the Association having voted in favor of the amendment set forth herein, and having signed and acknowledged this Amendment.

**NOW, THEREFORE**, the Association, for the purposes hereinabove set forth and pursuant to the provisions set forth in the Master Deed and in accordance with and by means of powers reserved and conferred on it, does hereby amend the Bylaws of the Association as follows:

1. Article III.1(a) Management of Affairs, is amended to read in its entirety as follows.

III.1 (a) Management of Affairs. The management of the Council shall be managed by a board of seven (7) directors. At the next annual meeting, the owners shall by a vote of the majority of the membership elect the entire board for the forthcoming year consisting of seven (7) directors. The election shall be for three (3) members of the board of directors each of whom will be elected for one year and four (4) members of the board of directors each of whom will be elected for two years. Thereafter, at each annual meeting, there shall be an election for those board members whose terms are expiring and those terms shall alternate between one year and two years so as to cause the terms of the board of the directors to be staggered so that in

any year not all of the members of the board of directors shall be up for election. Except as provided in Section III.16 hereof, each director shall be a unit owner or the spouse of a unit owner, or shall be a member of a partnership or officer or director of a corporation or trustee or beneficiary of a trust which is a unit owner.

2. Article III.2, Election of Directors, is amended to read in its entirety as follows:

III.2 Election of Directors. Except as provided in Section III.16 hereof, the election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of two (2) members shall be appointed by the board of directors not less than thirty days prior to the meeting at which the directors whose terms are expiring are to be elected. The committee shall nominate one (1) person for each director then serving whose term is expiring. Additional nominations may be made from the floor at the meeting.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by vote of a majority of the remaining directors, whether or not such a majority constitutes a legal quorum of such board. If such directors are unable to agree, such vacancies shall be filled by vote of the members at a special meeting.

3. Article III.4 Term of Directors, is amended to read in its entirety as follows:

III.4 Term of Directors. The term of each director's service shall be in accordance with Article III.1(a) herein set forth, and thereafter until such time as his/her successor is duly elected and qualifies, or until he/she is removed in the manner provided in Section III.3 hereof.

Except as set forth hereinabove, the Bylaws of the Association are unchanged, incorporated herein by reference, and shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer

DB07581FG0519

of the Association this 17<sup>th</sup> day of JANUARY, 2000

CASA BENDITA CONDOMINIUM  
COUNCIL OF CO-OWNERS, INC.

BY: Bob Prante

ITS: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Sworn to and acknowledged before me by BOB PRANTE as  
President of Casa Bendita Condominium Council of Co-Owners, Inc., a Kentucky  
corporation, on behalf of the corporation, this 17<sup>th</sup> day of JANUARY, 2000

My Commission expires: Notary Public, State at Large, KY  
My commission expires Oct 24, 2003

[Signature]  
NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

MORGAN & POTTINGER, P.S.C.

BY: [Signature]

MARK J. SANDLIN  
601 West Main Street  
Louisville, Kentucky 40202  
(502) 589-2780  
011901 012301

107911(MJSCASABENDITAAMENDMENT)mls

Document No.: DMC001011788  
Lodged By: MORGAN & POTTINGER  
Recorded On: 01/24/2001 01:32:15  
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Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: NELMA

END OF DOCUMENT