

**SEVENTH AMENDMENT TO  
MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY REGIME  
FOR PROMENADE COURT TOWNHOMES, A CONDOMINIUM**

This Seventh Amendment to Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium (the "Seventh Amendment"), is made by the Council of Co-Owners in accordance with the provisions of the Master Deed, as amended.

The Council of Co-Owners, as hereinafter defined, hereby amends the Master Deed, as hereinafter defined, as follows:

**Authority for this Seventh Amendment.** This Seventh Amendment is authorized pursuant to Section 30 of the Master Deed.

**Purpose of this Seventh Amendment.** It is the intent of the Council of Co-Owners to revise and clarify the allocation of responsibility between the Unit Owners and the Council of Co-Owners for the maintenance, repair and replacement of particular elements of the Regime and to place restrictions on the renting of Units in order to preserve the stability and market value of the Regime.

**Definitions.** The following terms shall have the meanings set forth below:

3.1 "Council of Co-Owners" or "Council" means the Unit Owners acting as a group in accordance with the provisions of this Master Deed, any amendments hereto, and the Bylaws of the Council ("sometimes referred to herein as the "Bylaws") and the Act. "Council of Co-Owners" or "Council" also means "Promenade Court Townhomes Owners Association, Inc.," a non-profit, non-stock Kentucky corporation, and its members, said members being all the Unit Owners.

3.2 "Master Deed" means the Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium, dated the 30<sup>th</sup> day of July, 1990, which Master Deed is recorded in Deed Book 5982, beginning at Page 169 in the County Clerk's Office of Jefferson County, Kentucky, as amended by First Amendment thereto dated the 12<sup>th</sup> day of October, 1990, of record in Deed Book 6003, Page 126, in the Office of the County Clerk aforesaid, and as further amended by Second Amendment thereto dated the 18<sup>th</sup> day of January, 1991, of record in Deed Book 6029, Page 691, in the Office of the County Clerk aforesaid, and as further amended by Third Amendment thereto dated the 19<sup>th</sup> day of July, 1991, of record in Deed Book 6085, Page 252, in the Office of the County Clerk aforesaid, and as further amended by Fourth Amendment thereto dated the 3<sup>rd</sup> day of September, 1991, of record in Deed Book 6098, Page 126, in the Office of the County Clerk aforesaid, and as further amended by Fifth Amendment thereto dated the 8<sup>th</sup> day of January, 1992, of record in Deed Book 6135, Page 991, in the Office of the County Clerk aforesaid, and as further amended by Sixth Amendment thereto dated the 10<sup>th</sup> day of April, 1992, of

record in Deed Book 6168, Page 490, in the Office of the County Clerk aforesaid, and as further amended by this Seventh Amendment (hereinafter, the Master Deed and amendments shall be collectively referred to as the "Master Deed").

3.3 "Garages" shall mean all garages that are designated for the use of specified Units. References in the Master Deed to "Indoor Garage Space" are hereby deleted and replaced with the word "Garage."

3.4 "Buildings" shall mean the buildings situated on the land described in the Master Deed as Phase 1, Phase 2, and Phase 3 on which Buildings 1, 2, 3 and 4 are located, as depicted on Exhibit "A" attached to the Sixth Amendment.

3.5 "Clubhouse" shall mean the clubhouse building situated on the land described in the Master Deed.

3.6 Section 1.5, "Unit," is hereby deleted in its entirety and replaced with the following provision:

§ 1.5 "Unit" means an enclosed space as measured from the interior unfinished surfaces consisting of a number of rooms occupying part of a Building, having direct access to a thoroughfare or to a common space leading to a thoroughfare, as shown on the floor plans referred to in the Master Deed. Mechanical equipment and appurtenances located within any one Unit and designated to serve only that Unit, such as appliances, range hoods, electrical receptacles and outlets, plumbing, cable television service, air conditioning compressors and other air conditioning apparatus, stairways, fixtures and the like, shall be considered part of the Unit, as shall all decorated interior surfaces of all interior structural walls, floors and ceilings consisting of, without limitation as appropriate, wallpaper, paint, carpeting and tiles.

3.7 Section 1.9, "General Common Elements," is hereby deleted in its entirety and replaced with the following provision:

§ 1.9 "General Common Elements" or "Common Elements" means and includes the following:

- A. The land described in the Master Deed as Phase 1, Phase 2, and Phase 3 on which the Buildings are located, and any land included in future Phases which may be added to the Regime; the Clubhouse and swimming pool;
- B. The foundations, the sheet rock and the portion of roofs exterior to the sheet rock, slabs, perimeter walls, bearing walls and bearing columns of Buildings (except the surfaces thereof exposed to the interiors of the Units), structural walls both exterior and interior to the Buildings and structural partitions between the Units; beams, the portion of chimneys exterior to the Units, and to the extent not located within Units the following items: pipes, watermains,

ducts, columns, girders and supports, electrical wiring and conduits, and public utility lines or installations constituting a part of the overall system designed for the service of one or more than one particular Unit (For example, the sheet rock comprising Unit walls and ceilings and all electrical and plumbing installations exterior to the sheet rock are considered General Common Elements. Wallcoverings and paint on the interior surface of the sheet rock are considered Limited Common Elements. Although courtyard patios are considered Limited Common Elements, plumbing installations under courtyard patios are General Common Elements.);

- C. Walkways outside Unit patio and courtyard areas, driveways, fences or walls around the perimeter of the property, landscaping of the Regime outside Limited Common Elements, easements, all other elements of the Regime reasonably of common use or necessary to its existence, upkeep, safety, and market or aesthetic value, except as otherwise provided in the Master Deed, tangible personal property used for the maintenance and operation of the Regime even though owned by the Council; and
- D. All portions of the Regime not included in the definition of Units or Limited Common Elements.

The designation of specific items as General Common Elements does not constitute a covenant, representation or warranty that all such items will be furnished as part of the Regime.

3.8 Section 1.10, "Limited Common Elements," is hereby deleted in its entirety and replaced with the following provision:

§ 1.10 "Limited Common Elements" means and includes that portion of the Regime that is specifically reserved for the use of a particular Unit or a specifically designated number of Units to the exclusion of other Units, including but not limited to the following items:

- 1.10.1 Entrances and Exits to the specific Units;
- 1.10.2 The portion of Chimneys located within each Unit;
- 1.10.3 Utility service facilities located inside the Units;
- 1.10.4 Patios, terraces, courtyards and any fences, walls, or other barriers separating one Unit from another, or otherwise reserved for one or two specifically designated Unit(s);
- 1.10.5 Door units and window units (except the painting of the exterior thereof, unless such painting is necessitated by repairs or replacement);

1.10.6 Storm doors and windows and window screens;

1.10.7 Garages;

1.10.8 Air conditioning and heating units and appurtenances thereto, and hot water heaters, all as relating to a particular Unit; and

1.10.9 Such other Limited Common Elements that are agreed on by the Council or Board to be reserved for the use of a particular Unit or particular Unit Owner, as well as other Limited Common Elements elsewhere designated in the Master Deed.

The designation of specific items as Limited Common Elements does not constitute a covenant, representation or warranty that all such items will be furnished as part of the Regime.

Other capitalized terms shall have the meaning set forth in the Master Deed.

**Revision of Allocation of Responsibility.** The Council of Co-Owners hereby revises and clarifies the allocation of responsibility between the Unit Owners and the Council of Co-Owners for the maintenance, repair and replacement of particular elements of the Regime.

Sub-section 1.11.2 of Section 11.2, "Common Expenses," is hereby deleted in its entirety and replaced with the following provision:

§ 1.11.2 Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements, and painting of the exterior wood and siding portions of the Buildings, including without limitation wood trim on window units and door units of all Buildings (unless such painting is necessitated by maintenance, repair or replacement of the window unit or door unit), and termite extermination and control. Common Expenses shall not include maintenance, repair and replacement of each Unit's window units and door units, which shall be the obligation of the respective Unit Owner at the Unit Owner's expense.

Sub-section 12.1 of Section 12, "Maintenance of Limited Common Areas," is hereby deleted in its entirety and replaced with the following provision:

§ 12.1 Except as may otherwise be specifically provided herein, the maintenance and repair of Limited Common Elements shall be the responsibility and expense of the Owner(s) of the Unit(s) for which the respective Limited Common Elements are specifically reserved. Pursuant to this Master Deed, the Board may exercise its discretion regarding the terms and conditions of the maintenance, repair, replacement, or improvement of the Limited Common Elements provided that such discretion is deemed necessary by the Board in order to maintain or increase the market or aesthetic value of the Regime.

5. **Revisions of Restrictions and Use and Occupancy of Units.** The Council of Co-Owners hereby places the following restrictions on the renting of Units in order to preserve the stability and market value of the Regime.

5.1 Sub-section 14.1 of Section 14, "Restrictions and Use and Occupancy of Units, Common Areas and Facilities," is hereby deleted in its entirety and replaced with the following provision:

§ 14.1 The Units shall be used only for residential purposes, shall not be subdivided, and shall be subject to such limitations and conditions as may be set forth herein, or in the Bylaws of the Council adopted from time to time by the Board as to the use and appearance of the Units and the Limited Common Elements and General Common Elements. Notwithstanding any other provision of the Master Deed or Bylaws, each Unit shall be occupied by the Owner of the Unit, and no leasehold interest or tenancy in others shall be created by the owner of any Unit. This rental restriction shall not affect the ability of a non-resident Unit Owner to continue to lease his or her Unit pursuant to leases in effect at the time this Seventh Amendment is recorded, provided, however, existing tenants shall not be permitted to assign their interests in such leases. Each non-resident Unit Owner leasing his or her Unit when this Seventh Amendment becomes effective is required to provide the Board with documentation evidencing the current lease agreement in addition to the name and telephone number of the tenant(s) in the Unit so occupied.

5.2 Sub-sections 14.3 and 14.4 of Section 14, "Restrictions and Use and Occupancy of Units, Common Areas and Facilities," are hereby deleted in their entirety and replaced with the following provisions:

§ 14.3 There shall be no obstruction of the General or Limited Common Elements, nor shall anything be stored in the General or Limited Common Elements without the prior consent of the Board, except a Unit Owner may store general non-hazardous, inflammable household items in the storage area above the ceiling of the Unit Owner's garage, and except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his Unit, his window units, door units and courtyard and patio, which are Limited Common Elements reserved for the use of his Unit, in good, clean, aesthetically pleasing order and repair.

§ 14.4 Nothing shall be done or kept in any Unit, Garage or Outdoor Parking Space or in the Common Elements, or Limited Common Elements, which will increase the rate of insurance on the property or contents thereof applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, Garage or Outdoor Parking Space which will result in the cancellation of insurance on the property, or which would be in violation of any law, ordinance or regulation. Garages shall be kept in good, clean and orderly condition and repair. Sufficient space shall be available in each Garage for a walkway and the parking of two vehicles. No waste shall be committed in the Units, the Limited Common Elements (including without limitation the Garages) or the General Common Elements.

6. Continuation of Master Deed as Amended Hereby. The provisions of the Master Deed as amended hereby remain in full force and effect.

7. Binding Effect.

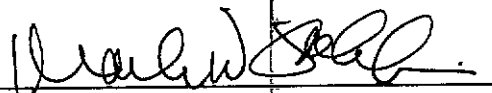
- 7.1 The provisions of this Seventh Amendment are binding upon each Unit Owner and his or her successors and assigns.
- 7.2 The undersigned signatories, constituting seventy-five percent or more of the Unit Owners, execute this Seventh Amendment pursuant to the powers granted by the Master Deed.

Dated this 18<sup>th</sup> day of June, 1999.

THIS INSTRUMENT PREPARED BY:

TILFORD, DOBBINS, ALEXANDER, BUCKAWAY & BLACK

BY:

  
MARK W. DOBBINS  
1400 ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
(502) 584-6137

Signature: Gary R. Marsh

Print name: GARY R. MARSH

Unit Number: 112

Signature: Rita L. Marsh

Print name: RITA L. MARSH

Unit Number: 112

COMMONWEALTH OF KENTUCKY )  
) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 9  
day of June, 1999, personally appeared Gary Marsh and  
Rita Marsh, and acknowledged the execution of the foregoing Seventh  
Amendment.

WITNESS, my hand and notarial seal.

Randa Du Walley  
Notary Public, State at Large  
KENTUCKY

My commission expires: 10/13/99

Signature: Gennaro J. Macrini

Print name: GENNARO J. MACRINI

Unit Number: 131

Signature: Rebecca Jean Macrini

Print name: Rebecca Jean Macrini

Unit Number: 131

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 9  
day of June, 1999, personally appeared Jerry Meccino and  
Rea Macrini, and acknowledged the execution of the foregoing Seventh  
Amendment.

WITNESS, my hand and notarial seal.

Rnda Dee Woodley  
Notary Public, State at Large  
KENTUCKY

My commission expires: 10/13/99













Signature: Al Maxwell

Print name: Al Maxwell

Unit Number: 121

Signature: Leigh Maxwell

Print name: Leigh Maxwell

Unit Number: 121

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 11  
day of June, 1999, personally appeared Leigh and  
Al Maxwell, and acknowledged the execution of the foregoing Seventh  
Amendment.

WITNESS, my hand and notarial seal.

Beauy B. [Signature]  
Notary Public, State at Large  
KENTUCKY

My commission expires: June 25, 2000









Signature: Ronda W. Schell

Print name: Ronda W. Schell

Unit Number: 100

Signature: Greg Schell

Print name: Greg Schell

Unit Number: 100

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )

) SS: 421-04-0093  
)

Before the undersigned, a Notary Public, in the aforesaid County and State, this 9  
day of June, 1999, personally appeared Greg Schell and  
Ronda Schell, and acknowledged the execution of the foregoing Seventh  
Amendment.

WITNESS, my hand and notarial seal.

Beverly A. Fause  
Notary Public, State at Large  
KENTUCKY

My commission expires: June 25, 2000



Signature: Candice Yocom

Print name: CANDICE B. YOCOM

Unit Number: 119

Signature: [Signature]

Print name: DAVID C. YOCOM

Unit Number: 119

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 8<sup>th</sup> day of June, 1999, personally appeared David Yocom and Candice Yocom, and acknowledged the execution of the foregoing Seventh Amendment.

WITNESS, my hand and notarial seal.

Patricia L. Willhite  
Notary Public, State at Large  
KENTUCKY

My commission expires: October 22, 2002



Signature: *Edward G. Hughes*

Print name: EDWARD G. Hughes

Unit Number: 138

Signature: *Phyllis A. Hughes*

Print name: PHYLLIS A. Hughes

Unit Number: 138

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 10th day of June, 1999, personally appeared Edward G. Hughes and Phyllis A. Hughes and acknowledged the execution of the foregoing Seventh Amendment.

WITNESS, my hand and notarial seal.

*K. Renie LaDuke*  
Notary Public, State at Large  
KENTUCKY

My commission expires: 10-9-2001







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Signature: Patty Cornea

Print name: Patty Cornea

Unit Number: 146

~~Signature: \_\_\_\_\_~~

~~Print name: \_\_\_\_\_~~

~~Unit Number: \_\_\_\_\_~~

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 15  
day of June, 1999, personally appeared Patty Cornea and  
\_\_\_\_\_ and acknowledged the execution of the foregoing Seventh  
Amendment.

WITNESS, my hand and notarial seal.

Beaully B. France  
Notary Public, State at Large  
KENTUCKY

My commission expires: June 25, 2000

Signature: Frank Vaupell

Print name: Frank Vaupell

Unit Number: 114

Signature: Susan L. Vaupell

Print name: SUSAN L. VAUPELL

Unit Number: 114

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 14TH day of JUNE, 1999, personally appeared FRANK VAUPELL and SUSAN VAUPELL, and acknowledged the execution of the foregoing Seventh Amendment.

WITNESS, my hand and notarial seal.

Mary Gibson  
Notary Public, State at Large  
KENTUCKY

My commission expires: 11/21/99

Signature: *J.T. Crume*

Print name: J.T. CRUME

Unit Number: 108

Signature: *Monica R. Crume*

Print name: MONICA R. CRUME

Unit Number: 108

COMMONWEALTH OF KENTUCKY )  
) SS:  
COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 14 day of June, 1999, personally appeared *J.T. Crume* and *Monica Crume*, and acknowledged the execution of the foregoing Seventh Amendment.

WITNESS, my hand and notarial seal.

*Bonny B. France*  
Notary Public, State at Large  
KENTUCKY

My commission expires: *June 25, 2000*

Signature: *[Handwritten Signature]*  
 Print name: Phillip D Yoffe  
 Unit Number: 123

Signature: *[Handwritten Signature]*  
 Print name: IRIS ANN YOFFE  
 Unit Number: 123

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
 COUNTY OF JEFFERSON )

Before the undersigned, a Notary Public, in the aforesaid County and State, this 10 day of June, 1999, personally appeared *[Handwritten Signature]* and *[Handwritten Signature]* and acknowledged the execution of the foregoing Seventh Amendment.

WITNESS, my hand and notarial seal.

*[Handwritten Signature]*  
 Notary Public, State at Large  
 KENTUCKY

My commission expires: Jan 25, 2000

Document No.: DN1999110212  
 Lodged By: DOBBINS  
 Recorded On: 07/01/1999 03:42:43  
 Total Fees: 62.00  
 Transfer Tax: .00  
 County Clerk: Bobbie Holsclaw  
 Deputy Clerk: DENKIN

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