

**FIRST AMENDMENT TO MASTER DEED OF THE SENECA GARDENS CONDOMINIUMS**

This First Amendment to Master Deed for the Seneca Gardens Condominiums (the "First Amendment") is made at the direction of the Seneca Gardens Condominiums, Inc. ("Seneca Gardens"), a Kentucky non-profit, non-stock corporation, whose mailing address is 6006 Brownsboro Park Boulevard, Suite B, Louisville, Jefferson County, Kentucky 40207, as an amendment to the Master Deed Condominium Property Law for Seneca Gardens Condominiums ("Master Deed"), dated the 26th day of October 1979 and filed of record in **Deed Book 5120, Page 898** in the Office of the Clerk of Jefferson County, Kentucky:

**WITNESSETH**

**WHEREAS**, the Association believes that the ability to finance the purchase of a condominium is adversely affected when the percent of units in a development that are rented to non-resident owners is 50% or more of the units;

**WHEREAS**, the Master Deed, needs to be amended and this Amendment is necessary and desirable to change certain aspects of the Master Deed;

**WHEREAS**, the Association, having obtained approval of 80% of the unit owners and 80% of the mortgagees of unit owners, if any, these owners having been acknowledged and having signed this Amendment, their signatures below as **Exhibit 1**; having no mortgagees on record with the Secretary of the Association and therefore not needing approval of such mortgagees; and having complied with the provisions of Paragraph 19 of the Master Deed, and all other provisions of the Master Deed:

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein, the Association hereby declares that the Master Deed is hereby amended as follows and that all such property shall be owned, held, used, leased, conveyed, and occupied subject

to the restrictions and conditions set forth in this Amendment as if these restrictions and conditions were included in and made a part of the Master Deed:

1. Subparagraph (l) is added to Paragraph 10 and reads as follows:

“Effective upon the recording of this amendment, and notwithstanding any other provision contained in the Master Deed or the Bylaws to the contrary, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the Unit Owner, unless

(1) the Unit Owner held legal title to the unit and the unit was being used for rental purposes on the date of the recording of this amendment; (in other words, we grandfather in all existing owners as possible landlords as of the date of recording of this document.)

(2) the unit is leased to a member of the owner’s immediate family (parents, siblings (including step-siblings), grandparents, children (biological, adopted, step child, or foster), uncle, aunt, or grandchildren);

(3) the Unit Owner or the Unit Owner’s spouse is transferred by his or her employer to a location more than 50 miles from the Office of the Jefferson County Clerk, Jefferson County, Kentucky or the Unit Owner or Unit Owner’s spouse loses his or her job;

(4) the Unit Owner moved to a nursing home or assisted living facility or is receiving long term disability benefits through a private insurance plan or a governmental agency; or

(5) the Unit Owner dies and there is no surviving spouse who resided with the deceased at the time of death; or

(6) the Unit Owner is a natural person who has owned the unit for a period of at least 18 months prior to the time the Unit Owner desires to rent his or her unit; and there are at least 24 other units in Seneca Gardens owned and occupied by natural persons; and the Unit Owner applies for and obtains written approval to rent his or unit from the Board of Directors of the Seneca Gardens Condominiums, Inc., which shall be granted on a first come, first serve basis, subject to any restriction in the Master Deed, as amended.

“Upon the occurrence of (3), (4), or (5) above, a unit may be leased or rented for a total period of time not to exceed one year and a lease or rental agreement entered into upon the occurrence of (1), (2), (3), (4), (5), or (6) shall be subject to the following restrictions:

“(A) A fully executed copy of any proposed lease shall be delivered to the Board of Directors ten days before the rental term is to begin (in order to make sure we are not above the rental limit) ; and

(B) Any such lease or rental agreement shall be subject to the Master Deed, Bylaws, and Rules and Regulations of the Seneca Gardens Condominiums.”

