

"Council" = 40 owners
"Board" = board of directors

MASTER DEED
CONDOMINIUM PROPERTY LAW
FOR
SENECA GARDENS CONDOMINIUMS

THIS DECLARATION, made and entered into this 24th day of October, 1979, by DONALD W. GILMOUR, TRUSTEE, of Jefferson County, Kentucky, hereinafter sometimes referred to as "Developer", and EMERY KINKEAD, INC., hereinafter referred to as "Lender".

WITNESSETH:

THAT, WHEREAS Developer is the owner in fee simple of certain real estate hereinafter described located at Louisville, Jefferson County, Kentucky; and

WHEREAS Developer desires to and does hereby submit and subject such real estate, together with all buildings, structures, 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 Horizontal Property Law, KRS 381.805 to .910, as 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, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all units; and

WHEREAS Developer desires and intends that the several 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 interest subject to the rights, easements, 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 provisions of the Horizontal Property Law of Kentucky, as amended, is legally described as follows:

TRACT I

BEING all of Lot Three (3) and the Eastern Thirty (30) feet in width of Lot Two (2), Block "C" in Seneca Vista Subdivision, plat of which is of record in Plat and Subdivision Book 7; Pages 118 and 119, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

TRACT II

BEING all of Lot One (1), all of Lot Eight (8) and the Western Twenty (20) feet in width of Lot 2, Block "C" in Seneca Vista Subdivision, plat of which is of record in Plat and Subdivision Book 7, Pages 118 and 119, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

TRACT III

BEING all of Lots One (1) and Two (2), Block "A" in Seneca Vista Subdivision, plat of which is of record in Plat and Subdivision Book 7, Pages 118 and 119, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

TRACT IV

BEING Lot Three (3), Block "A", in Seneca Vista Subdivision, plat of which is of record in Plat and Subdivision Book 7, Pages 118 and 119, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property conveyed to Developer by deed dated August 22, 1979, of record in Deed Book 5113, Page 605, in the Office of the Clerk aforesaid.

Said real estate is delineated on a plat or survey attached hereto as

"Exhibit 'A'", which by reference thereto is made a part hereof.

Said real estate and all improvements thereon and appurtenances thereto

shall be known as "Seneca Gardens Condominiums".

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:

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

(2) Description of the Buildings

Seneca Gardens Condominiums consist of five (5) buildings and are fully described in a set of floor plans filed simultaneously with recording hereof, pursuant to KRS 381.835, Sub-section (2), and by reference thereto made a part of this Master Deed.

Said buildings are constructed of the following principal materials: brick, masonry, wood, wood frame, concrete, and steel.

(3) Units

(a) The unit number of each of the units in said buildings are fully set forth on said floor plans attached hereto and are as follows:

#1-A, #1-B, #1-C, #1-D, #1-E, #1-F, #1-G, #1-H, #2-A, #2-B, #2-C, #2-D, #2-E, #2-F, #2-G, #2-H, #3-A, #3-B, #3-C, #3-D, #3-E, #3-F, #3-G, #3-H, #4-A, #4-B, #4-C, #4-D, #4-E, #4-F, #4-G, #4-H, #5-A, #5-B, #5-C, #5-D, #5-E, #5-F, #5-G, and #5-H.

(b) The location, approximate area, and immediate common area to which each unit has access are set forth in said floor plans. The legal description of each unit shall consist of its number as aforesaid, followed by the words "in Seneca Gardens Condominiums, a condominium unit".

Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated finished surfaces of the ceiling, floor, and perimeter walls of such unit as are shown on said plans attached hereto,

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and shall include the exclusive right to use the limited common elements immediately adjacent to said unit as shown by said plan or plat.

(4) Description of the Common Elements

The general common elements shall consist of all property (as hereinafter defined), 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 and any improvements and fixtures attached thereto, and, where existing, corridors, halls, stairways, basement, entrances and exits, lobby, storage area, roof, pipes, ducts, electrical wiring and conduits, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the units), perimeter walls of the unit (other than the interior undecorated surfaces thereof), structural parts of the building, outside walks and outside driveways and parking areas, landscaping, and all other portions of the property except the individual units and any limited common elements attached thereto. Structural columns and load-bearing walls located within the boundary of the unit shall be part of the general common elements. Common elements shall include tangible personal property used for the maintenance and operation of said horizontal property regime even though owned by the Association hereinafter described.

The term "property" as used in this Master Deed means all of the land, property and space comprising the real estate described in paragraph 1 hereof and all improvements and structures erected, constructed, or contained therein or thereon, including the building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the property owners.

(5) Definition and Description of Limited Common Elements

A limited common element is a common element whose percentage of ownership is conveyed by deed, will, or other evidence of conveyance of the unit. It is a common element which shall be maintained as any other common element, but

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limited to the use, enjoyment, and occupancy of the particular unit or units. Hallways, corridors and basements which are general common elements shall be used only by those unit owners, guests and invitees within that particular building.

(6) Percentage Interests

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements appertaining to each unit and its owner for all purposes is as follows:

Building No. 1

<u>Unit #</u>	<u>Sq. Ft.</u>	<u>Percentage</u>
1-A	612	2.47453
1-B	612	2.47453
1-C	612	2.47453
1-D	612	2.47453
1-E	612	2.47453
1-F	612	2.47453
1-G	612	2.47453
1-H	612	2.47453
	<u>4,896</u>	<u>19.79624%</u>

Building No. 2

<u>Unit #</u>	<u>Sq. Ft.</u>	<u>Percentage</u>
2-A	612	2.47453
2-B	612	2.47453
2-C	612	2.47453
2-D	612	2.47453
2-E	612	2.47453
2-F	612	2.47453
2-G	612	2.47453
2-H	612	2.47453
	<u>4,896</u>	<u>19.79624%</u>

Building No. 3

<u>Unit #</u>	<u>Sq. Ft.</u>	<u>Percentage</u>
3-A	612	2.47453
3-B	612	2.47453
3-C	612	2.47453
3-D	612	2.47453
3-E	612	2.47453
3-F	612	2.47453
3-G	612	2.47453
3-H	612	2.47453
	<u>4,896</u>	<u>19.79624%</u>

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(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 his unit as a place of residence and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to and run with his 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 his unit.

(c) 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 plans.

(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.

(7) Purpose

(a) The building and the units therein are intended for and restricted exclusively to single-family residential use. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in paragraph 12 hereof.

(8) 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, without prejudice to the right of each co-owner to insure his own unit on his own account and for his 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, the council by a majority vote being 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 any building 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 Seneca Gardens Condominiums, and any mortgage existing prior to damage to the property shall attach and be continuing 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 "Seneca Gardens Condominiums, 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

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reconstruction are made only with the approval of three-fourths majority of the board and using standard construction disbursement procedures.

(9) 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, telephone wires and equipment, 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 council of co-owners to grant any such easement.

(b) In the event that, by reason of the construction, reconstruction, settlement, or shifting of the 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 other 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 or 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 though such easements and rights were recited fully and set forth in their entirety in such documents.

(10) 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 wishes to sell or lease his unit (or any lessee of any unit wishing to assign his lease or sublease such unit) to any person shall give to the council of co-owners, hereinafter described and defined in paragraph 11, 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 fifteen (15) days after receipt of such notice. If said option is not exercised by the council within said fifteen (15) days, the unit owner (or lessee) may, at the expiration of said fifteen-day period and at any time within thirty (30) days after the expiration of said fifteen-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.

First right of refusal

(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 against his unit, the council shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon

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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 hereinabove set forth to purchase or lease any unit without written consent of seventy-five (75%) percent of all units. 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 seventy-five (75%) percent 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 10, 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, leased, given, or devised 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 10 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 as in this paragraph provided, upon request, at a reasonable fee not to exceed Ten (\$10.00) Dollars.

(f) The terms of this paragraph 10 hereinabove contained shall not be applicable to the transfer by gift, testate or intestate succession, or operation of law, nor 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 bonafide 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 of 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 10 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 unit or deed in lieu thereof.

(j) Acquisitions of units or interest 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. The council may borrow money to finance the acquisition of a unit or interest therein, which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be acquired.

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

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in the same proportion that the board could levy a special assessment under the terms of sub-paragraph (j) hereof. Said units or interest therein shall be sold or leased by the board for the benefit of the unit owners upon such price and terms as the board 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 board shall determine.

(11) By-Laws

The by-laws for Seneca Gardens Condominiums shall be exercised by Developer and shall be handled in its entirety by Developer in order to develop same into a condominium project and to assure the placing of the council on a sound basis for the protection of all owners in this condominium project. Developer shall not be responsible for the paying of any maintenance of any unit before it is sold, and upon conveyance the maintenance charge shall be charged against the unit conveyed.

(12) 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 housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the board. The right is reserved by Developer or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied units and on any part of the common elements, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such

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signs on any unit owned by such mortgagee. Developer shall have the right to use any unsold unit or units for sales or display purposes.

(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 own unit, its windows and doors, in good clean order and repair.

(d) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building 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, or in the 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 windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of 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 that dogs, under sixteen pounds, cats or other household pets 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.

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(g) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either wilfully 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 clothes, sheets, blankets, laundry of any kind, or other articles shall be hung 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) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common elements or limited common elements without the prior consent of and subject to any regulations of the board.

(k) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the board.

(l) Locks on all entrance doors to each unit shall not be changed (nor locks added to) without first obtaining permission from Developer or the board.

(13) 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

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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 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-day notice in writing to terminate the rights of the said defaulting owner to continue as a unit owner and to continue to occupy, use or control his 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 owned by him 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 charges, 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 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,

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and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Master Deed.

(14) 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 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.

(15) 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 said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

(16) Incorporation

Developer has heretofore caused the formation of a Kentucky not-for-profit corporation known as "Seneca Gardens Condominiums, Inc.", a non-profit Kentucky corporation, to act as the council of co-owners as defined in KRS 381.810 (4 & 5) and governing body for all unit owners in administration and operation of the property.

(a) Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such

(6) Percentage Interests

(a) continued from page 5:

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<u>Building No. 4</u>		
<u>Unit #</u>	<u>Sq. Ft.</u>	<u>Percentage</u>
4-A	611	2.47048
4-B	611	2.47048
4-C	611	2.47048
4-D	611	2.47048
4-E	685	2.76969
4-F	660	2.66860
4-G	685	2.76969
4-H	658	2.66050
	<u>5,132</u>	<u>20.75040%</u>

<u>Building No. 5</u>		
<u>Unit #</u>	<u>Sq. Ft.</u>	<u>Percentage</u>
5-A	614	2.48261
5-B	614	2.48261
5-C	614	2.48261
5-D	614	2.48261
5-E	614	2.48261
5-F	614	2.48261
5-G	614	2.48261
5-H	614	2.48261
	<u>4,912</u>	<u>19.86088%</u>

Total = 24,732 sq. ft. = 100.00000%

member of his unit, at which time the new unit owner or owners shall automatically become a member therein.

(17) 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.

(18) 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.

(19) Amendments

(a) If, during the conversion period or before a total of thirty-six (36) units have been sold, it is found that an error exists on the part of the draftsman of this instrument or on the part of the engineer, an amendment setting forth the error and correction may be filed by the Developer without the consent of any other party hereto, 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 (with the exception of the by-laws) may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modification signed and acknowledged by owners of eighty (80%) percent of all units, and eighty (80%) percent of first mortgagees having bonafide liens of record against the units. The by-laws, 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 at least eighty (80%) percent of all units.

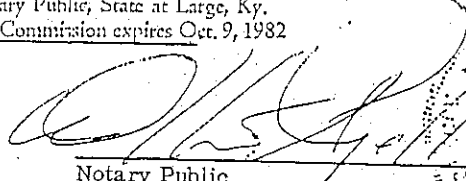
(c) Any amendment, change, or modification shall conform to the provisions of the Condominium Property Law and shall be effective upon recordation thereof.

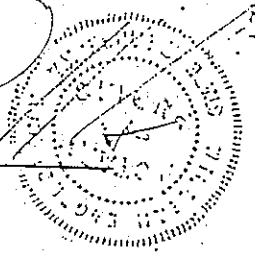
Changes to Master Deed by Laws

STATE OF KENTUCKY)
) SCT.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 29 day of October, 1979, by Robert Kinkead as President, to be the act and deed of EMERY KINKEAD, INC.

Notary Public, State at Large, Ky.
My commission expires Oct. 9, 1982


Notary Public
Jefferson County, Kentucky



This instrument was prepared by
Arthur W. Howard, Attorney,
237 South Fifth Street, Louisville,
Kentucky 40202.

Arthur W. Howard

CONDOMINIUM
OR
OWNERSHIP
PAGE 13-14-15
FILE NO. 189

Discharge
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Howard
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