

AMENDED MASTER DEED AND DECLARATION OF  
HORIZONTAL PROPERTY REGIME

WENDAMOOR CONDOMINIUM

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THIS AMENDED MASTER DEED AND DECLARATION (hereinafter referred to as "Master Deed"), made and entered into in the County of Jefferson, State of Kentucky, on this 24 day of JANUARY, 1996, by the Co-Owner's of WENDAMOOR CONDOMINIUMS (hereinafter referred to as the "Association").

WITNESSETH:

THAT WHEREAS, the Co-Owners are the Owners in Fee Simple Absolute of land and premises with improvements, easements, rights-of-way and appurtenances thereto belonging, situated, lying and being in Jefferson County, Kentucky (which land and premises, together with certain bindings and improvements heretofore constructed thereon, easements, rights-of-way and appurtenances thereto, is hereinafter referred to as the "Property"), which land and premises is more particularly described as being situated and located in the City of Louisville, County of Jefferson, Kentucky, to-wit:

BEING TRACT "B" as shown on the minor Subdivision Plat attached to and made a part of Deed of Record in Deed Book 5370, Page 16, in the Office of the County Court Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Wendamoor Condominiums, by Deed or record in Deed Book 5370, Page 16, in the Office of the County Court Clerk of Jefferson County, Kentucky; and,

WHEREAS, it is the express desire and intention of the Co-Owner to submit the said Property to a Horizontal Property Regime pursuant to the Horizontal Property Law, Sections 381.805 through

381.910 of the Kentucky Revised Statutes, as amended, (hereinafter referred to as the "Act") which shall be known as "WENDAMOOR CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium"); and,

WHEREAS, the Co-Owners desires to provide for the administration of the said Horizontal Property Regime by the ASSOCIATION OF CO-OWNERS OF WENDAMOOR CONDOMINIUM (hereinafter referred to as the "Association"); said Association to consist of all the Co-Owners as defined herein, each of whose membership shall automatically arise with ownership of a Unit, as defined herein, in the Condominium and cease with the termination of such ownership, all in accordance with the provisions of this Master Deed and the By-Laws which are attached as Exhibit "A" and made a part hereof.

NOW, THEREFORE:

FIRST: The Co-Owners do hereby declare, establish and create WENDAMOOR CONDOMINIUM as a Horizontal Property Regime pursuant to the Act and does hereby submit the Property to said Condominium in accordance with the terms and conditions of this Master Deed and the attached By-Laws, the Plans recorded in the Office of the County Court Clerk of Jefferson County, Kentucky, in Apartment Ownership Book 32, Pages 32 through 39, and Clerk's File # 390, which Plans are hereby incorporated by reference herein and made a part hereof. [NOTE: The Plans show the property herein dedicated.]

SECOND: The Property is being submitted herewith in its entirety. The improvements presently consist of a One Building

which is designated on the Plans as Building 8, containing 6 single family residential Units or Apartments as more particularly described hereinafter in Paragraph THIRD (and hereinafter referred to as "Units") and other improvements as shown on the plans aforesaid and described herein; The areas of the Property and of the Building as built are shown in the attached area on the recorded plans above mentioned. Each Unit will be capable of individual utilization; having its own exit to the Common Elements of the Condominium. Each of the Units, as more particularly described herein, is hereby declared to be held in Fee Simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised, subject to the restrictions and limitations contained in this Master Deed and the By-Laws attached, in the same manner as any other parcel of real property, independent of the other individual Units, by or to one or more owners (hereinafter sometimes referred to as "Co-Owners"), each Co-Owner being a person, trust or any other legal entity, or any combination thereof, which obtains a particular and unique property right in the Unit or Units and an undivided interest in the General and Limited Elements as defined hereinafter in Paragraph THIRD, all of the above in accordance with the provisions of the Act and subject to the conditions herein set forth.

THIRD: The Condominium is hereby divided in the manner and to the extent described herein and in the Recorded Plans into (a) Units; (b) General Common Elements; and (c) Limited Common Elements.

(a) Units: "Unit" means an apartment as shown on the plans hereinabove described, each of which is capable of individual utilization, with its own exit to the Common Elements of the Condominium. The lower vertical boundary of any such Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the surface of the unfinished floor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper vertical boundary of any such Unit is a horizontal plane (or planes), the elevation of which coincides with the lower surface of the ceiling joists thereof, extended to intersect the lateral or perimetrical boundaries of any such Unit are vertical planes which coincide with the exposed surfaces of the perimeter drywall or plaster, and the plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries of the Unit. Mechanical equipment and appurtenances located within or contiguous with any one Unit and designed to serve only that Unit, such as appliances, range hoods, electrical receptacles and outlets, individual furnaces and air conditioning units, fixtures, and the like, shall be considered part of the Unit as shall all windows and doors not leading to the General Common Elements, all interior surfaces of all interior structural walls, floors and ceilings consisting of, inter alia and as appropriate, wallpaper, paint, plaster, stucco, carpeting and tiles. All pipes, wires, conduits, other public utility lines or installations constituting a part of the overall system designed for the service of one or more than one particular Unit, and any structural members or portion of any

Unit or Building, and any other property of any kind, including fixtures and appliances within any Unit, which are not removable without in some degree jeopardizing the soundness, safety or usefulness of other portions of the building, shall be deemed to be part of the General Common or Limited Elements as hereinafter described and shall not be a part of any Unit.

(b) General Common Elements: The General Common Elements shall consist of those areas and facilities which are not Units, as hereinabove defined or Limited Common Elements as hereinbelow defined, including but not limited to: (i) the Property as hereinabove defined; (ii) the foundations, roofs, slabs, perimeter walls, bearing walls, main walls, structural interior walls and structural partitions, exterior steps, stairwells, elevators, beams, pipes, water mains, wires, conduits, public utility lines and meters, (if not owned by the utility suppliers) and other service installations regardless of location, columns, girders, supports, service rooms; (iii) the central service systems for distribution of power, light, water, including but not limited to any compressors, water storage tanks, pipes, power plant, heating, ventilation and air conditioning systems designed to service more than one Unit (if any), ducts, flues, stacks, chimneys, chutes, gutters, exterior downspouts, exhaust shafts, interior downspouts, conduits, cable and wire outlets and other utility lines; (iv) the parking areas, streets, curbs, roads, walkways, paths, trees, shrubbery, gardens, lawn areas, exterior lighting and devices of common use or necessary to the existence, upkeep, use and safety of the buildings and other Condominium

property, meeting rooms, reception areas, porches, Entrance Halls and all other public-type facilities and general security devices.

The General Common Elements shall be owned in common by all of the Co-Owners. The General Common Elements shall remain undivided and no Co-Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law. Any covenant to the contrary shall be void.

(c) Limited Common Elements: The Limited Common Elements consist of those so designated on the floor plans, doors leading to the General Common Elements and such other Limited Common Elements as are agreed upon by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or certain number of Units to include terraces, patios or balconies. These Limited Common Elements are reserved for use and benefit of the Co-Owners of the Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation in the floor plans or such other elements as shall be agreed upon by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or number of Units. Each Limited Common Element is owned in common by all of the Co-Owners but restricted to the exclusive use and benefit of the Unit or Units to which it is declared to be appurtenant. The cost of care, maintenance and upkeep of Limited Common Elements shall be the responsibility of the Unit or Units to which the same shall be declared appurtenant except as elsewhere provided herein or provided in the By-Laws. Such Limited Common Elements shall be cared for, maintained and

kept to such reasonable standards as required by the Association.

The Limited Common Elements shall remain undivided and no Unit owner shall bring any action for partition or division unless otherwise provided by law. Any covenant to the contrary shall be void.

FOURTH: Each Co-Owner shall have an undivided ownership interest in the General and Limited Common Elements and shall share, as assessed in accordance with the provisions of the By-Laws, in the expenses of operating and maintaining the General and Limited Common Elements in accordance with the percentage attributable to such Co-Owner's Unit, except insofar as this Master Deed or the By-Laws require the Co-Owners of a Unit to which the use and enjoyment of Limited Common Elements are reserved to be responsible for the normal maintenance of those particular Limited Common Elements.

The use of the General and Limited Common Elements shall be limited to the Co-Owners in residence and to their tenants in residence. The use of the General and Limited Common Elements shall be governed by the By-Laws, and the Rules and Regulations as adopted from time-to-time by the Association.

The percentage of the undivided interests in this General and Limited Common Elements shall not be changed except with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed duly recorded.

FIFTH: The administration of the Condominium shall be by the Association and the Board of Administration as provided hereafter, in accordance with the provisions of this Master Deed

and with the provisions of the By-Laws. All of the Co-Owners shall together constitute the Association. Every Co-Owner or group of Co-Owners of a Unit shall automatically be a member of the Association and shall remain a member of the Association until such time as his or its ownership ceases for any reason, at which time his, or its membership in the Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Association shall be non-transferable and any attempted transfer shall be null and void.

SIXTH: In the event that any building or buildings are partially or totally destroyed and are then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the General or Limited Common Elements encroaches upon the Units or any of them, or vice-versa, or any of the Units encroach upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it shall stand, shall and does exist. Easements are hereby reserved through each of the Units and or Limited Common Elements for the benefit of other Units or Public Utilities as may be required for emergency repairs, structural repairs, utility lines, plumbing and for heating, air conditioning and ventilation ducts in the locations as presently installed in the Units with rights of ingress and egress, or as subsequently approved in writing by the Association of Co-Owners in accordance with the procedures set forth in the By-Laws, or as approved by the Co-Owners of the burdened Unit. The rights accorded and the easements reserved



herein shall be exercised only in a reasonable manner.

SEVENTH: The undivided interest in the General and Limited Common Elements shall not be separated from the Unit to which they appertain and shall be deemed, conveyed or encumbered with the Unit even though such interest may not be expressly mentioned or described in the conveyance or other instrument.

EIGHTH: Each Co-Owner shall comply with the provisions of this Master Deed, the By-Laws, the Decisions and Resolutions of the Association as lawfully amended from time-to-time, and the Rules and Regulations of the Board of Administration (hereinafter provided for), and failure to comply with any such provision, decision, resolution or rule and regulation shall be grounds for an action to recover sums due, for damages, for injunctive relief or for any other legal or equitable relief maintained by the Association, including costs, Attorney's Fees, or, in a proper case, maintainable by an aggrieved Co-Owner.

NINTH: All present or future owners, tenants, future tenants, or any other person who might use any of the facilities of the Condominium in any manner are subject to the provisions of this Master Deed; the mere acquisition or rental of any of the Units of the Condominium or the mere act of use of any of the facilities of the Condominium, or any of them, shall signify that the provisions of this Master Deed are accepted and ratified, including, without limitations, the Powers-of-Attorney herein conferred upon the Board.

TENTH: The Association shall establish and pay into a Maintenance Fund all Common Expense Collections from the Unit

Owners assessed for and attributable to current expenses and shall pay from such fund all current Common Expenses of the Condominium and the Replacement Reserve Fund.

ELEVENTH: The Association shall establish a Replacement Reserve Fund and pay into the said fund monthly that portion of Common Expense Assessments collected from the Unit Owners attributable to the Capital Replacement Reserves as required by the Association.

TWELFTH: A valid first mortgagee of a Unit who obtains title by reason of a deed in lieu of foreclosure or foreclosure of a mortgage or other first lien security interest covering a Unit, his successors or assigns, shall not be liable for assessments by the Association which became due prior to his acquisition of title, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments liens shall be subordinate to such mortgage or security interest: provided, however, any foreclosure action affecting a unit shall name the Association as a party defendant to establish its lien rights. Any mortgagee who shall fail to name the Association to any foreclosure action and where such Mortgagee, its successors or assigns shall subsequently acquire title by reason of such action, such Mortgagee, its successors and assigns shall not be relieved of any liability for assessments otherwise exempted hereby.

THIRTEENTH: In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with

the grantor of the Unit for all unpaid assessments by the Association against the latter for its share of the Common Expenses up to the time of the grant or conveyance (without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore). However, any such grantee shall be entitled to a statement from the Association, as the case may be, setting forth the amount of the unpaid assessments or installments thereon, if any, against the grantor due the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth within 30 days of the date of such statement. The Association may charge a reasonable fee for such service, not to exceed \$25.00 for each such request. The cost for this service may be adjusted in accordance with changes in the Consumer Price Index or any replacement standard thereof adopted by the U.S. Department of Labor.

FOURTEENTH: Any assessments of the Association or the Board, whether the same are regular or special assessments, shall be a lien against the unit and the personal obligation of the Co-Owner at the time the assessment becomes due and payable, and no Owner may exempt himself from liability therefor by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit; it being provided, however, that the personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, but said assessments shall constitute a lien on the Unit to which

they are assessed which may be enforced or foreclosed in the same manner as mortgages under Kentucky Law. In the event any assessment shall be unpaid when due and remain unpaid for a period of Ten (10) Days from the due date, any increases notwithstanding, the entire assessment for the Twelve (12) Months next following without demand and the Board may commence collection of the same. Costs and Attorney's fees of the Board shall be recoverable on any delinquent assessment.

FIFTEENTH: Except to the extent provided under Paragraph FOURTH above, the dedication of the Condominium to the plan of ownership herein described shall not be revoked, nor shall the Condominium be removed from the plan of ownership, except by operation of Law, unless all of the Co-Owners and holders of all of the Mortgages or other parties having any recorded security interest in any Unit unanimously agree to revocation and removal of the Condominium from the plan by duly recorded instruments; subject however, to the provisions in those portions of Article V of the By-Laws that deal with destruction of the Units.

SIXTEENTH: The submission of the Property is subject to all covenants, conditions, easements and restrictions now recorded.

SEVENTEENTH: The Association may, but shall not be required to, incorporate as a Not-For-Profit corporation under the Laws of the Commonwealth of Kentucky. In the event the Association shall elect to incorporate, the By-Laws attached hereto shall become the By-Laws of the Corporation. For all purposes the agent for service of process upon the Condominium or

the Association shall be the President of the Association and his designated representative, if any, for such purpose.

EIGHTEENTH: The Association acting as a body of the whole and through its Board of Administration shall be the governing body of this Condominium. The powers and authority of the Association are more specifically described and set out elsewhere herein and in the By-Laws.

NINETEENTH: After the termination of the Co-Owner's control as provided above, any part of this Master Deed may be amended on the affirmative vote and signatures of Seventy Percent (70%) or more of the ownership interests as set forth in Paragraph FOURTH above, as the said Paragraph may be amended from time to time. Such amendment shall not be effective until the writing evidencing the amendment shall be duly executed, acknowledged and logged or record in the Office of the County Clerk of Jefferson County, Kentucky.

TWENTIETH: After the time specified in Paragraph NINETEENTH above, this power shall be vested in the President of the Board of Administration.

TWENTY-FIRST: No Co-Owner or Co-Owners nor the Association shall acquire any rights with respect to the same except only as may be specifically granted by the Owner or Owners of such units and the right to receive Condominium Assessments as herein provided. Nothing herein contained shall be construed to imply that the use and operation of such units shall be on a not-for-profit basis, and the Owner or Owners may charge for such facilities as they in their sole and unfettered discretion may

deem fit or proper. The Association shall have no authority to adopt any rule, regulation, By-Law or Amendment to this Master Deed restricting the use of these units or the associated rights in the Limited and General Common Elements without the express written consent of the Owner or Owners thereof.

TWENTY-SECOND: It is intended that this Master Deed be in full compliance with the Act, and all applicable federal, state and local laws or ordinances, and should any section, paragraph, sentence, phrase or word be construed by a court of competent jurisdiction to be in conflict therewith, then such conflicting portion or portions shall be deemed void and served from this instrument, and all remaining terms shall be valid so as to give effect to the Regime hereby created.

TWENTY-THIRD: The provisions of this Master Deed are severable so that is any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any applicable federal, state or local law or ordinance, all persons claiming by, through or under this Master Deed covenant and agree that any future amendments or supplements to the said laws having the effect or removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Master Deed thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is

covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

IN TESTIMONY WHEREOF, Witness the signature of the Co-Owner by its President this 24 day of JANUARY, 1996.

*James R. Hines, President*

My Commission Expires:

MAY 21, 1996

*James R. Hines*  
NOTARY STATE OF KENTUCKY

THIS INSTRUMENT PREPARED BY:

*Joseph R. Gillespie*

JOSEPH R. GILLESPIE  
119 S. 7th Street, 3rd Floor  
Louisville, Kentucky 40202  
(502) 589-2244

This amendment of the Master Deed adopted this 24 day of January, 1996 by majority of the ownership interest of the above described Wendamoor Condominiums.

SIGNATURES:

James R. Hines #23  
Georgetta Walker #27  
~~Walter Schott #32~~  
Elvira Ann #25  
Jean Russ #5  
Henry A. Trump #14  
Henry A. Trump #15  
Henry A. Trump #9  
J.A. Dudley #3  
Catherine French #4

Escher K. Hansbrough #2  
Leis Lea #1  
Hilda Briney I  
Ruby Tinsley #  
Deloris Long #7  
James I. Mobley #34  
Barbara Miller #21  
James Boney #22  
Evelyn Samuels #28  
Beverly J. McCoy #16

COMMONWEALTH OF KENTUCKY )  
 ) SS  
 COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 24 day of January, 1996 by JAMES RHINES, Georgetta Walker, Walter Schott, Elvira Ann, Jean Russ, Henry A. Trump, J.A. Dudley, Catherine French, Escher K. Hansbrough, Leis Lea, Hilda Briney, Ruby Tinsley, Deloris Long, James I. Mobley, Barbara Miller, James Boney, Evelyn Samuels, Beverly J. McCoy

My Commission expires: May 21, 96.

[Signature]  
 NOTARY PUBLIC, KENTUCKY AT  
 LARGE



EXHIBIT "A"

WENDAMOOR CONDOMINIUM  
AMENDED BY-LAWS

ARTICLE I

PLAN OF OWNERSHIP

1. Condominium Submission. The Condominium Project known as WENDAMOOR CONDOMINIUM (hereinafter called the "Condominium") located in Jefferson County, Kentucky, has been declared and constituted a Horizontal Property Regime by the Master Deed to which these By-Laws are appended as a part, and shall be governed by the said Master Deed and these By-Laws.

2. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property described in the Master Deed, including the land, the buildings and all improvements and structures thereon, as well as all easements, rights-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or lease-hold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws, ordinances of Jefferson County, Kentucky and the applicable laws of the Commonwealth of Kentucky.

3. Personal Application. All present and future Co-Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these By-Laws and to the Rules and

Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the apartments (hereinafter referred to as "Units") in the Condominium shall constitute and acknowledgment that the said Co-Owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Master Deed, and the Rules and Regulations of the Association and will comply with them.

## ARTICLE II

### ASSOCIATION OF CO-OWNERS

1. Constitution. There is hereby constituted the ASSOCIATION OF CO-OWNERS OF WENDAMOOD CONDOMINIUM (hereinafter called the "Association"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any Unit in this Condominium.

2. Voting. Voting at all meetings of the Association, in person or by proxy, shall be on a unit basis with the Co-Owner of each Unit being entitled to vote the individual unit interest allocated to his Unit. Where a Unit is owned by more than one person, all of the Co-Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Co-Owners shall, in writing, designate and individual who shall be entitled to cast the vote or votes on behalf of the Co-Owners of such Unit of which he is a part owner until such authorization shall have been changed in writing.

3. Majority of Co-Owners. "Majority of Co-Owners" means Co-Owners representing Fifty-One Percent (51%) or more of the total individual interests of the Condominium.

4. Place of Meeting. Meetings of the Association shall be held at such place as may be designated by the Board of Administrations and stated in the notice of the meeting.

5. Annual Meeting. Annual Meetings shall be held on the first Tuesday in February of each year, if not a legal holiday, and if a legal holiday, then on the next day following which is not a legal holiday. The Association may transact such business as may properly come before it.

6. Notice of Annual Meeting. Written notice of the Annual Meeting shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner entitled to vote thereat at least Ten (10) Days, but not more than Thirty (30) Days, prior to the Meeting.

7. Special Meeting. A Special Meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Board of Administration, and shall be called by the President as directed by Resolution of the Board of Administration, or upon a petition signed by Co-Owners representing Thirty Percent (30%) or more of the total interest of the Condominium and presented to the Secretary of the Board of Administration. Such petition shall state the purpose or purposes of the proposed Special Meeting.

8. Notice of Special Meeting. Written notice of a Special Meeting, stating the time, place and object of such Meeting and the specific action to be taken there at, shall be served upon or mailed (such mailing to be considered notice

served) to each Co-Owner entitled to vote thereat at least Ten (10) Days, but not more than Thirty (30) Days, before such Meeting.

9. Voting Requirements. A Co-Owner shall be deemed to be in "good standing" and "entitled to vote" at any Annual Meeting or at any Special Meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least Three (3) Days prior to the date fixed for such Annual or Special Meeting.

10. Proxies. At all meetings of the Association, each Co-Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Co-Owner for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof. Proxies must be filed with the Secretary of the Board of Administration at least Two (2) Days before the time appointed for each meeting in the Notice. A Co-Owner may appoint any other Co-Owner as his proxy. Proxy shall be opened at meeting.

11. Quorum. Except as may otherwise be provided herein or by statute, thirty percent (30%) of the ownership interests shall constitute a quorum for conducting official business and adopting resolutions. If, however, such quorum shall not be present or represented at any meetings, the Co-Owners entitled to vote thereat, present in person or represented by proxy, shall have

power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

12. Association Action. When a quorum is presented at any meeting, the vote of a majority of the total undivided interests of the Co-Owners present in person or represented by proxy shall decide any questions properly brought before such meeting, unless the question is one upon which, by express provision of the Statutes, the Master Deed or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

13. Order of Business. Unless waived by a majority vote, the order of business at all meetings of the Association of Co-Owners, when applicable, shall be as follows: (1) Election of Chairman of Meeting; (2) Identification of designated voters and certifying of proxies; (3) Proof of notice of meeting or waiver of notice; (4) Reading and disposal of any unapproved minutes; (5) Reports of officer; (6) Reports of committees; (7) Election of inspectors of election; (8) Election of officers; (9) Election of Board of Administration; (10) Unfinished business; (11) New Business; (12) Adjournment.

14. Dispensing with Vote. Whenever the vote of the Co-Owners at a meeting is required or permitted, by any provision of the Statutes, the Master Deed or of these By-Laws, to be taken, the meeting and vote of Co-Owners may be dispensed with, if the maximum requisite percentage of the Co-Owners who would have been

required to approve such action, had such action being taken.

15. Powers and Duties of the Association. The Association shall have the power and duty to elect the Officers and Board of Administration (hereinafter "Board") which shall be composed of three (3), five (5), or seven (7) members, at the discretion of the Association. The Board of Administration shall govern and manage the affairs of the Condominium for its efficient and proper operation consistent with the Master Deed, these By-Laws and the direction of the Association.

16. Removal of Members of the Board. At a Regular or Special Meeting of the Association at which a quorum is present, duly called, any member of the Board of Administration, may be removed by the affirmative vote of the Majority of Co-Owners present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any member whose removal has been proposed by a Co-Owner or the Board shall be given an opportunity to be heard at the meeting. The term of any member who becomes more than Sixty (60) Days delinquent in payment of any assessments or carrying charges due the Association shall be automatically terminated and the remaining members shall appoint his successor.

17. Report of Officers. The Officers of the Board of Administration shall present at each Annual Meeting of the Association, and when called for by vote of the Association at any Special Meeting of the Association, a full and clear statement to the business and condition of the Condominium.

18. Qualification, Term and Election of Members of the Board of Administration. Members of the Board of Administration shall be elected to One (1) Year terms and serve at the pleasure of the Association or until a successor has been fully elected. All Board members shall serve without compensation except the Secretary and Treasurer who shall be exempted from paying annual assessments as compensation for their duties, (but shall be reimbursed for expenses) unless authorized specifically by the Association. No Co-Owner shall be eligible to be elected to the Board of Administration who is more than Sixty (60) Days delinquent in payment of assessments for Common Expenses or other debts or obligations to the Association.

### ARTICLE III

#### THE BOARD OF ADMINISTRATION

1. Constitution. The Board of Administration (herein referred to as the "Board"), as established heretofore in these By-Laws, is hereby constituted for the purpose of facilitating the operation, (management and control of the Condominium). The Members of the Board shall operate pursuant to the terms of the Act, the Master Deed, these By-Laws and the direction of the Association.

2. Powers and Duties of the Board. Except to the extent pre-empted by the Association, the Board shall be responsible for the overall policy and administration of the Condominium, and pursuant thereto, the affairs and business of the Condominium shall be managed by the Board.

3. Responsibilities of the Board. Except to the extent pre-empted by the Association, it shall be the responsibility of the Board:

(a) To provide for the care, upkeep, protection, maintenance and improvement of the Common Elements of the Condominium, and in connection therewith, to enter into service, employment, and other contracts incident thereto, and to employ, supervise and dismiss employees, agents, accountants and attorneys required therefor;

(b) To prepare a budget to facilitate the establishment of the amount to be assessed against the Co-Owners for Common Expenses.

(c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the Condominium.

(d) To obtain insurance as hereinafter provided.

(e) To enforce the provisions of the Master Deed, these By-Laws and any amendments thereto.

(f) To establish Reserve Funds for the repair and replacement of Common Elements and to provide for emergencies and unforeseen contingencies.

(g) To make available to Unit Owners, prospective purchasers, holders or security interests, insurers and guarantors of first mortgages on any Unit, current copies of the Master Deed, By-Laws, Rules and Regulations and the most recent Annual Financial Statement, during normal business hours.

(h) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules and charges in regard thereto; provided, however, any parking assignment made cannot be terminated or revoked except by the consent of the grantee thereof or upon violation of the terms upon which such assignment by the Grantor was made.

(i) Supervision of the use of the Common Elements, including use of Limited Common Elements which includes adoption of Rules and Regulations.

4. Validity of Contracts. No contracts or other transactions between the Board and any other legal entity, and no



act of the Board shall in any way be affected or invalidated by virtue of the fact that any of the Officers or Members of the Board are pecuniarily or otherwise interested in, or are Directors or Officers of, such other legal entity; provided, however, that any such transaction shall be an arms length dealing and the full Board shall have been given written notice of such relationship or interest. This provision shall apply to any contracts. All contracts to be approved by majority vote of Association.

5. Annual Meetings. Officers and Board Members to be elected at Annual Meeting by Association.

6. Regular Meetings. Regular Meetings of the Board of Administration may be held at such time and place as shall be determined from time-to-time by a majority of the Board Members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least one (1) day prior to the date of such meeting.

7. Special Meetings. Special Meetings of the Board of Administration may be called by the President on at least eight (8) hours' notice to each Board Member, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special Meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) Board Members.

8. Waiver of Notice. Before or at any meeting of the Board of Administration any Board Member may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be waiver of notice to him of such meeting. If all the Board Members are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

9. Quorum of Board. At all meetings of the Board of Administration a majority of the total number of Members of the board shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting shall be the acts of the Board. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Fidelity Bonds and Directors' Liability Insurance. The Board of Administration may require that all Officers, employees and agents of the Association handling or responsible for its funds, furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association. The Board, at its option, may obtain Directors' Liability Insurance in such amounts as it deems appropriate and the expenses shall be deemed a Common Expense of the Association.

11. Officers. The principal Officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, who shall be elected by, and in the case of the

President, from, The Association. The offices of Secretary and Treasurer may be combined in one person.

(a) President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and the Board of Administration. Subject to the control and direction of the Association and the Board, he shall exercise general supervision over the management and conduct of business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time-to-time by the Association.

(b) Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Administration, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all Units, and have charge of such books, documents and records of the Association as the Board may direct.

(c) Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all its funds and securities.

(d) Auditor. An audit of accounts of the Association shall be made annually after the end of the fiscal year of the Association by certified public accountants. A report of which shall be furnished to the Board no later than four months after the fiscal year ends. A copy of the audit shall be furnished to

each unit owner promptly upon request of the unit owner.

12. Conflicts Between Association and Board. In the event there shall be any conflict between the actions or directions of the Association and the Board, the actions or directions of the Association shall prevail.

ARTICLE IV

OPERATION OF THE PROPERTY

1. Common Expenses. Common Expenses, in general, shall include, but not necessarily be limited to, the costs of maintenance, repair or replacement of the Common Elements, garbage and trash collection, gas, electricity, water, sewer, utility service to the Common Elements, the expenses of administration and management, including, among other things, casualty and liability insurance premiums, service contracts. The Common Expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements.

2. Determination of Common Expenses and Fixing of Common Charges. At each annual Meeting, the Board shall fix and determine the amount deemed necessary to provide for the costs of administration and Common Expenses in the then current year for the Condominium, and shall assess said amount against all Units in the Condominium with approval of Majority of Association vote! To assist the Board in determining such amount, the Notice of the Annual Meeting mailed to Co-Owners shall be accompanied by the

estimated budget prepared by the President of the Association and approved by the Officers.

3. Notification of Common Charges and Ownership Records.

The Board shall advise all Co-Owners promptly, in writing, of the amount of Common Charges payable by each of them, respectively, and shall furnish copies of each budget on which such charges are based to all Co-Owners and, upon request, to their mortgagees. Notice shall be mailed to the Co-Owner whose name or names appear on the records of the Secretary of the Association.

4. Lien for Common Expenses. Each Co-Owner is

obligated to pay the charges levied and assessed against his Unit for payment of Common Expenses, and such amount shall constitute a lien against said Unit from the day of assessment until the date of full payment. At the option of the Board, said amount shall be made payable in advance, in monthly, quarterly or other convenient installments, as determined by the Board.

Subject to the provisions of the Master Deed, the lien hereinabove set forth shall be junior only to general and special assessments for real estate taxes and First Mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or the instrument recorded within Thirty (30) days after the receipt of a written statement from the Board that the payments upon said lien were current as of the date of the statement.

5. Payment of Lien After Transfer. Upon the voluntary

sale or conveyance of a Unit, there shall be paid or provided from the sale proceeds, or by the grantee, an amount sufficient

to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Board as provided in the Master Deed, and shall be entitled to rely on such statement and shall have no liability for, nor shall the Unit be encumbered with an amount of unpaid assessments greater than that shown in said statement for a period of Thirty (30) Days after the statement date.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of Common Expenses, the Board may declare any remaining balance of said lien at once due and payable in accordance with the provisions of the Master Deed. Upon default for a period in excess of Thirty (30) Days of any payment, the Board may elect to have a lien filed in the Office of the County Court Clerk of Jefferson County, Kentucky, to provide record notice of the non-payment, however, the Board shall not be required to do so and the failure to do so shall in no manner affect the priority or enforceability of such lien.

7. Lien Enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time-to-time be provided by the Laws of the Commonwealth of Kentucky for the foreclosure or for enforcement of the lien of a Mortgage.

In any action brought by the Board to foreclose a lien on a Unit because of unpaid charges, the Co-Owner shall be required to pay a reasonable rental for the use of his Unit and the Board, as a plaintiff in such foreclosure action, shall be entitled to the

appointment of a receiver to collect the same. Additionally, any and all attorney's fees in connection therewith shall be collectable.

8. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units it is necessary that the Association have the right and authority to exercise reasonable controls over the use of the Units.

(a) No Co-Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or about the Condominium, except as authorized by the Board. This Restriction shall not apply to advertisements, signs, or posters utilized or its agents, in selling the Units.

(b) No clothing, laundry, rugs, wash or other items shall be hung from or spread upon or from any patio, window or exterior portion of a Unit or in or upon any General or Limited Common Element.

(c) No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, bred or maintained for commercial purposes in any Unit. The Board shall have the right from time-to-time to adopt reasonable pet regulations, regulating, inter alia, size and species, and, in the event a household pet becomes a nuisance, to make the same retroactive.

(d) Co-Owners shall exercise extreme care to avoid unnecessary noise including the use of musical instruments, radios, televisions, amplifiers and other devices which may disturb other Co-Owners.

(e) No Co-Owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines, or air conditioning units, etc., which protrude through the common elements, the walls or the roof of the project or are otherwise visible on the exterior of the project except as authorized in writing by the Board.

(f) No elements of the Condominium may be used for any unlawful or improper purpose.

(g) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents, or which could overload or impair or could result in an overload or impairment of the floors, walls, roofs, electrical or plumbing systems, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Association.

(h) A Co-Owner shall not place or cause to be placed in the walkways, parking lots or other Common Areas or Common facilities, other than a patio, balcony or terrace to which such Co-Owner has sole access, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal transit through them.

In the use of the Common Elements of the Condominium, Co-Owners shall obey and abide by all valid laws, ordinances, zoning and other governmental regulations affecting the same, the Master Deed, these by-Laws and all applicable Rules and Regulations adopted by the Board. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

A Co-Owner shall grant a right of access to his Unit for the purpose of correcting any condition originating in or affected by his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Buildings, or to correct any condition which violates the provisions of any Mortgage covering another Unit, provided that, except in emergency, requests for entry are made in advance and that any such entry is at a time



reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate whether the Co-Owner is present at the time or not, provided such entry is made in a reasonable manner. Call 911 first.

Any Owner of a Unit may lease said Unit provided that (i) any such lease shall be consistent with the provisions of the Master Deed, these by-Laws, as the same may be amended from time-to-time, and the Rules and Regulations of the Condominium as may be promulgated from time-to-time; and (ii) that the Board shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the Landlord thereunder, in the event of a default by the tenant in compliance with the provisions of this Article IV, Section 8, or any provision of the Master Deed, these By-Laws or the Rules and Regulations.

9. Abating and Enjoying Violations by Co-Owners. The violation of any Rule or Regulation adopted by the Board of the breach of any provision of the By-Laws contained herein or the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws, to: (a) to enter, or cause to be entered, the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Co-Owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board and its agents shall not thereby be deemed guilty in any manner of trespass or other resultant liability except for

negligence; or, (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, in which event the Board shall recover its costs and Attorney's fees associated therewith.

10. Maintenance and Repair. Each Co-Owner shall be responsible for the care, upkeep, protection, maintenance and repair of his Unit, except to the extent that the obligation thereof is imposed on the Board by Article III hereof of the Master Deed. Such responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, windows, floors, and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator and range, and those parts of plumbing, lighting, heating, and ventilation systems which are wholly contained within his own Unit, air conditioning compressors and items defined as his Unit, which, if omitted would not affect the condominium in its entirety or in a part belonging to other Co-Owners. In addition, each Co-Owner shall be responsible for the care, upkeep, protection, maintenance and repair of the floors, ceilings and walls of his Unit. Every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owner's or by the Board resulting from or caused by said Co-Owner's failure to maintain or repair as herein provided. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners.

The Co-Owner of any Unit shall, at his own expense, clean and maintain all windows of the Unit and shall, at his own

expense, clean and maintain the surfaces of all entry doors of the Unit, including the interior and exterior surface of any door leading to any deck, terrace or patio appurtenant to such Unit. All drapes, linings or other exposed window treatments which are exposed to the exterior of the Condominium shall be of a solid white color.

Each Co-Owner shall promptly report to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board. A Co-Owner shall promptly reimburse the Board for any expenditures incurred in repairing or replacing any Common Facility damaged through his fault or negligence and for failure to do so, and the Board may cause a lien to be filed for the same as provided above for non-payment of Common Expenses.

Every Co-Owner shall be responsible for the maintenance of the Limited Common Elements restricted to the use and enjoyment of a particular Unit (including, without limitation, any terrace or balcony appurtenant to such Unit) and shall keep the same free and clear of ice and snow; and in good order, condition, appearance and repair.

11 Alterations, additions and Improvements. When ever in the judgment of a Board, the General Common Elements or any portion thereof shall require additions, alterations or improvements costing in excess of Five Thousand and No/100Ths Dollars (\$5,000.00) and the Association shall have approved the same, the Association shall have approved the same, the Board shall assess all Co-Owners for the cost thereof as a Common

Charge.

No Co-Owner shall make any alterations to any portion of the Condominium Property which is to be maintained by the Board or remove any part or portion thereof; nor shall any Co-Owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-Owner make any alterations to the water, sewer, heating, cooling, electrical, plumbing or ventilation systems, or make any structural addition, alteration or improvement in or to his Unit, without the prior written consent thereto by the Board. The Board shall have the obligation to answer any written request delivered to it by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit within Thirty (30) Days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board or its agent only, without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person, or damage to property, arising therefrom. All repairs and replacements shall be substantially similar to the original construction and installation.

ARTICLE VINSURANCE, DESTRUCTION, RESTORATION AND DISTRIBUTION

1. Authority. The Board shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board on all of the Condominium, but in no event less than the amount required by Section 2 of this Article. The insurance premiums for insurance purchased by the Board shall be charged as items of Common Expense. Such insurance coverage shall provide for the insurance of certificates of insurance and mortgage endorsements to all Co-Owners and mortgagees of Units. Such insurance coverage shall be written on the Condominium.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his own Unit for his benefit, in accordance with Section 4 of this Article, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Board on behalf of all Co-Owners.

2. Coverage. The Condominium shall be insured, to the extent available, against casualty in an amount equal to the insurable replacement value thereof [exclusive of excavations and foundations, and based on Ninety Percent (90%) replacement value] as estimated annually by the Board with the assistance of the insurance carrier. The policy shall cover all of the improvements on the property except those made by a Co-Owner at his expense and shall contain "agreed amount" and "condominium replacement cost" endorsements. Such coverage shall afford

protection against:

(i) loss or damage by fire, vandalism, malicious mischief, windstorms and other hazards covered by the standard extended coverage endorsement; and,

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Such coverage shall insure the Buildings (including all of the Units and the bathrooms, kitchens and laundry fixtures and equipment, together with all air conditioning, heating and other equipment, initially installed therein by the Grantor but not including fixtures, furnishings or other personal property supplied or installed by Co-Owners) and other Condominium property. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such amounts and in such forms as shall be required by the Board which, however, in no event shall be less than Five Hundred Thousand and No/100ths Dollars (\$500,000.00) with respect to any individual, and One Million and No/100ths Dollars (\$1,000,000.00) with respect to any one accident or occurrence, and Fifty Thousand and No/100ths Dollars (\$50,000.00) with respect to any claim for property damage. The liability insurance shall contain non-owned automobile coverage and cross-liability endorsements to cover liabilities of the Association as a group, the Board, the officers and each individual Co-Owner as a member of the Association. Workmen's Compensation Insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing the Board may obtain such additional insurance

coverage as it may in its sole discretion deem advisable and appropriate.

3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Kentucky and holding a rating of "A" or better in Best's Insurance Guide.

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be cancelled or substantially modified without at least Thirty (30) Days' prior written notice to any and all insureds named thereon, including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions which gives the carrier the right to elect, to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board, or when in conflict with the provisions of these By-Laws or the provisions of Horizontal Property Law of Kentucky.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-Owners, the Board, the Officers or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) Each of the policies of insurance obtained by the Board shall contain provisions (i) that they may not be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any Officer or employee of the Board without a prior demand in writing that the Board cure the conduct of such Officer or employee with appropriate time to effect such cure;

and, (iii) if the Board fails to cure the conduct of an Officer or employee within the allotted time, the policies still may not be cancelled or substantially modified without at least Ten (10) Days' prior written notice to all of the insureds, including all mortgagees and Co-Owners.

4. Individual Policies. All Co-Owners shall obtain and maintain personal liability coverage in an amount not less than One Hundred Thousand and No/100ths Dollars (\$100,000.00) and shall provide the Board with a copy of the policy showing the Association as an additional insured. Further, any Co-Owner or any mortgagee may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to a Unit made or acquired) at his own expense. Such insurance should contain the same cross-liability endorsement provision as that set forth in Section 2 above and the waiver of subrogation provisions as set forth in Section 3(e) of this Article. The Grantor recommends that each Co-Owner in the project obtain, in addition to the insurance hereinabove required to be obtained by the Board, a "Condominium Homeowner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "Condominium Unit Owner's Endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Co-Owner.

No Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Board may realize under any



insurance policy which it may have in force at any particular time. Each Co-Owner shall file with the Board a copy of each individual policy of insurance purchased by the Co-Owner within Thirty (30) Days' after its purchase. Each Co-Owner shall also notify the Board of all improvements made by him to his Unit having a value in excess of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00).??

5. Covenant for Benefit of Mortgagees. Proceeds of insurance policies received shall be distributed to or for the benefit of the Co-Owners entitled thereto, in the following manner:

(a) Proceeds are to be paid first to repair or restore damage or destruction, as provided in Section 6 herein. After defraying the cost of the repair or restoration, all remaining proceeds, if any, shall be payable jointly to the Co-Owners thereof. This covenant is for the benefit of any mortgagee and may be enforced by it.

(b) If it is determined in the manner provided in Section 6 herein that the damage for which the proceeds are paid shall not be repaired or reconstructed, then, and in that event, the Project shall be deemed to be owned in common by the Co-Owners and shall be subject to an action for partition upon the suit of any Co-Owner or mortgagee in which event the net proceeds of sale, together with the net proceeds of any insurance, shall be distributed prorata to the Co-Owners, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each Co-Owner. This is a covenant for the benefit of any mortgagee and may be enforced by it.

(c) All insurance policies shall continue in force for Thirty (30) days following notice to the mortgagee of cancellation by either the company or the insured.

6. Reconstruction. If any part of the Condominium shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) Where there is a partial destruction, which shall be deemed to mean destruction which does not render 113 or more of the Units untenable, there shall be compulsory reconstruction or repair.

(b) Where there is total destruction, which shall be deemed to mean destruction which does render 113 or more of the Units untenable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within Ninety (90) days after the occurrence of the casualty, or, if by such date, this insurance loss has not been finally adjusted, then within Thirty (30) Days thereafter, Ninety Percent (90%) of the Ownership Interests vote in favor of such reconstruction repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the building or buildings were originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

If the damage is only to those parts of One Unit which is caused by a peril or other casualty not covered by the Condominium Association's Master Policy as provided for under

Article V, Paragraph 2, and for which the responsibility of maintenance and repair is borne by a Co-Owner or in the event of any loss caused by the negligence an intentional acts of a Co-Owner, then such Co-Owner or Co-Owners shall be jointly and severally responsible for reconstruction and repair after the casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Nothing herein contained shall in any manner be construed to limit, diminish or extinguish any insurance coverage, nor defer payment of any claim.

7. Assessments if Insurance is Inadequate. Immediately after a casualty causing damage to property for which the Board has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all of the Co-Owners in proportion to their individual percentage interest in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

8. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made for any purpose whatsoever, shall be made pursuant to and in accordance with a Certificate of the Board.

9. Deductibles. Any loss deductible clause in the policies of insurance purchased by the Board shall be paid by the Board unless the loss is properly attributable by the Board to the negligence or intentional acts of a Co-Owner or more than one Co-Owner, in which event the first \$500.00 of any loss deductible shall be the responsibility of such Co-Owner or Co-Owners, jointly and severally. In the event such Co-Owner or Co-Owners fail to pay their portion of the deductible with two (2) days of notice by the Board, the Board may thereafter pay the same and such amounts shall constitute a lien on the unit of the Co-Owner or Co-Owners until the same is paid, and in such event shall be deemed a lien against the Unit, fully enforceable by the Association as the lien for Common Charges heretofore provided, together with attorneys' fees and costs.

#### ARTICLE VI

##### MORTGAGES

1. "Mortgagee" and "Mortgage". As used in this title and generally in the Master Deed and these By-Laws, the term "Mortgagee" includes the holder of a Note secured by a Mortgage, or other security interest encumbering a unit and recorded among the land records of Jefferson County, Kentucky, and the term "Mortgage" includes any Vendor's Lien, Mortgage or other security

interest recorded among the said land records.

2. Notice of the Board. A Co-Owner who mortgages his Unit shall notify the Board through the Management Agent of the name and address of his mortgagee, if any; the Board shall maintain such information in a book entitled "Mortgagee of Units."

3. Notice of Unpaid Common Charges. The Board whenever so requested in writing by a mortgagee, title company or attorney, shall promptly report any then unpaid Common Charges due from, or any other default by, the Co-Owner of the mortgaged Unit, and charges may be made for the same as provided in the Master Deed.

4. Notice of Default. The Board when giving notice to a Co-Owner of a default in paying Common Charges, or other default, may send a copy of such notice to each mortgagee whose name and address had theretofore been furnished to the Board. In the event that such default is not cured within Thirty (30) days, the Board shall advise the mortgagee in writing.

5. Examination of Books. Each Co-Owner and each mortgagee shall be permitted to examine the Books of Account of the Board at reasonable times.

#### ARTICLE VII

##### Miscellaneous

###### (A) Notices

All notices required to be given to the Board pursuant to any provision of any of the condominium documents shall be sent by registered or certified mail, return-receipt requested, to the Board in care of the manager or managing agent, or if there be no manager or managing agent, to the Board in care of \_\_\_\_\_

Development Company, Ltd., \_\_[address]\_\_, Kentucky, to the attention of \_\_\_\_[name]\_\_, or to such other address as the Board may hereafter designate from time-to-time, by notice in writing to all unit owners in accordance with this section. All notices required under the provisions of any of the condominium documents to be given to any unit owner shall be in writing and personally delivered or sent by registered or certified mail, return-receipt requested, to any unit owned by the unit owner at the condominium project, or to such other address as may have been designated by such unit owner to the Board from time-to-time by notice given to the Board in accordance with this section. All notices sent by mail shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received.

(B) Severability

The invalidity of any provision of these bylaws shall not impair or affect in any manner the validity, enforceability, or effect of any other provision of these bylaws.

(C) Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these bylaws, or the intent of any provision thereof.

(D) Gender; number

The use of the masculine gender in these by-laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the

context so requires.

(E) Waiver

No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

(F) Reference to the declarant

Whenever a reference is made to the declarant, such reference shall be deemed to include any corporation, subsidiary, or other entity affiliated with the declarant and designated by it to act in its place and stead concerning any matter pertaining to the ownership, leasing, or mortgaging of units, operation of the property, or both.

(G) Conflicts

These bylaws are intended to comply with the requirements of the Horizontal Property Law, the articles of incorporation, and the Master Deed. In case any of these By-Laws conflicts with the provisions of said Horizontal Property Law, articles of incorporation, or of the Master Deed, the provisions of said Horizontal Property Law, the articles of incorporation, or the Master Deed, as the case may be, shall control.

**ARTICLE VIII**

**AMENDMENTS TO BY-LAWS**

Note: This provision is consistent with KRS 381.860 of the Horizontal Property Law, and with KRS 273.191, applicable to nonstock, nonprofit corporations generally, which provides that the power to alter, amend, or repeal the By-Laws is vested in the board

unless otherwise provided in the articles of incorporation of By-Laws.

These By-Laws may not be modified, amended, or repealed except by the vote of the owners of units to which greater than 50% of the common elements is appurtenant, at a regular or special meeting of the unit owners; provided, however, that until the time the inception meeting of the unit owners is held, the By-Laws may be modified, amended, or repealed by the vote of greater than 50% in number of the members of the Board of present and voting at a meeting of the Board at which a quorum is present.

The foregoing amended By-Laws were adopted as the By-Laws of Wendamoor Condominium Association, Inc., by written unanimous consent of the Board in lieu of an organizational meeting as of \_\_\_ [date]\_\_\_.

#### ARTICLE IX

##### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Horizontal Property Law of the Commonwealth of Kentucky (hereinafter referred to as the "Act").

2. Conflict. These By-Laws are subject to all provisions of the Master Deed and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed or the Act. In the event of any conflict between these By-Laws, the Master Deed or the Act, the order of control of such conflict shall be first the Act and second the Master



Deed.

3. Severability. These By-Laws are set forth to comply with the requirements of the Commonwealth of Kentucky. In case any of the By-Laws are in conflict with the provisions of any Kentucky Statutes, the provisions of the Statutes shall apply. If any provisions of these By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby, and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. Gender, Etc.. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

7. Association with Other Condominiums. By action of the Board of Administration, the Association may participate in and contract with other such boards and councils of condominium regimes for the purpose of efficiency and economy in the operation and maintenance of the condominium regimes

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participating therein.

8. Enforcement. Violation of the provisions of the Master Deed, these By-Laws or any Rules and Regulations may be remedied in any court of law or equity having jurisdiction thereof by the Association, its Board of Administration, or Administrator, or any Unit Owner or Owners entitled to relief with the remedies available to such person or persons, including damages, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.

10470  
Document No: 1996010470  
Lodged By: GILLESPIE  
Recorded On: Jan 25, 1996 01:34:04 P.M.  
Total Fees: \$108.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

C

This amendment of the By-Laws adopted this 24 day of January, 1996 by majority of the ownership interest of the above described Wendamoor Condominiums.

SIGNATURES:

James R. Hines #23  
Georgetta Walker #27  
Walter Q. Schott #32  
Gloria Ann #25  
Jean Russ #5  
Henry A. Tinsley #14  
Henry A. Tinsley #15  
Henry A. Tinsley #9  
J. A. Tinsley #3  
Catherine French #4

Esther K. Hansbrough #2  
Lisa Lea E1  
Hilda Bruney I  
Ruby Tinsley IV  
Deloris Long #7  
James I. Mobley #24  
Barbara Miller #21  
Janae Brock #22  
Everlyn Samuels #28  
Beverly J. McCoy #16

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me this 24 day of January, 1996 by James R. Hines, Georgetta Walker, Walter Q. Schott, Gloria Ann, Jean Russ, Henry A. Tinsley, J. A. Tinsley, Catherine French, ESTER K. Hansbrough, Lisa Lea, Hilda Bruney, Ruby Tinsley, Deloris Long, James I. Mobley, Barbara Miller, Janae Brock, Everlyn Samuels, Beverly J. McCoy

My Commission expires: May 21, 1996

[Signature]  
NOTARY PUBLIC, KENTUCKY AT  
LARGE

END OF DOCUMENT

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