

MASTER DEED AND DECLARATION
OF
HORIZONTAL PROPERTY REGIME

HURSTBOURNE RIDGE CONDOMINIUMS

PHASE I

THIS MASTER DEED, and Declaration (hereinafter referred to as "Master Deed" made and entered into in the County of Jefferson, State of Kentucky, on this 9th day of December, 1992, by HURSTBOURNE RIDGE INC., a corporation, (hereinafter referred to as the "Grantor")"

W I T N E S S E T H

WHEREAS, the Grantor is the owner in fee simple absolute of land and premises with improvements, easements, rights of way and appurtenances thereto belonging, situate, lying and being in Jefferson County, Kentucky (which land and premises together with certain buildings and improvements heretofore constructed thereon, easements, rights of way and appurtenances thereto is hereinafter referred to as the "Property") and which land and premises is more particularly described as:

BEING Lot 2 as shown on the Minor Subdivision Plat approved by the Louisville and Jefferson County Planning Commission on January 29, 1992 bearing file no. 11-92 and attached to Deed dated March 20, 1992, of record in Deed Book 6158, page 781, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, it is the express desire and intention of the Grantor 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 HURSTBOURNE RIDGE CONDOMINIUMS, a Condominium, (hereinafter referred to as the "Council"); said Council 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 by reference thereto and made a part hereof.

NOW, THEREFORE,

FIRST: The Grantor does hereby declare, establish and create HURSTBOURNE RIDGE CONDOMINIUMS 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 Plans recorded in the Office of the County Clerk of Jefferson County, Kentucky, in Apartment Ownership Book , Pages through , which Plans are hereby incorporated by reference herein and made a part hereof.

SECOND: The Property is being submitted herewith in its entirety. The present improvements consist of one building containing eight (8) dwelling units or apartments as more particularly described hereinafter in Paragraph THIRD (and hereinafter referred to as "Units"). The areas of the property and of the Buildings are shown on the recorded Plans. Each Unit is 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 in the same manner as any other parcel of real property independent of the other individual units, by or to one or more owners (herein referred to as "Co-Owners"), each Co-Owner being a person, corporation, 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 Common 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 with appurtenant space shown on the floor 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 upper surface of the unfinished surface of the first floors or subfloors 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 unfinished ceiling of the second floor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such Unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls of the Unit, to include the perimeter dry wall, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries of the Unit. Mechanical equipment and appurtenances located within any one Unit and designated to serve only that Unit, such as appliances, range hoods, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit as shall all decorated interior surfaces of all interior structural walls, floors and ceilings consisting of, inter alia and as appropriate, wallpaper, paint, plaster, carpeting and tiles. All pipes, wires, conduits or 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 other kind, including fixtures and appliances within any Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be part of the General Common 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 hereinabove defined; (ii) the foundations, roofs, slabs, chimneys, perimeter walls, bearing walls, main walls, structural interior walls and partitions, beams, hallways and corridors, lobbies, stairways, pipes, watermains, wires, conduits, air ducts, public utility lines and meters, and other service installations, regardless of location, columns, girders, supports, service rooms, laundry rooms and janitor closets; (iii) the central service systems for distribution of heat and air conditioning, power, light, gas, hot and cold water, including but not limited to the boiler rooms, all compressors, incinerators, water storage tanks, pipes, ducts, flues, chutes, exhaust shafts, interior down spouts, 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.

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.

(c) Limited Common Elements. The Limited Common Elements consist of those so designated on the floor plans and such others 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, water heaters and furnaces and air conditioning compressors. These Limited Common Elements are reserved for the 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 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.

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, except insofar as the By-Laws require the Co-Owner 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, in accordance with the percentage attributable to such Co-Owner's Unit, as hereinafter described.

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-Law and the rules and regulations as adopted from time to time by the Council.

Tabulated below, are the Unit designations corresponding to and reflected in the Floor Plan of the Condominium containing the percentages of square foot area of each of the Units, including its proportionate share of the area of the General and Limited Common Elements (which percentage is sometimes referred to in this Master Deed and the By-Laws as the "Individual percentage Interest") is listed below by Unit.

BUILDING #2, PHASE #1

UNIT NO.	AREA (sq. ft.)	PERCENTAGE
3701	1446.77	11.856
3703	1447.71	11.863
3705	1446.42	11.845
3707	1446.34	11.852
3709	1605.77	13.159
3711	1604.16	13.146
3713	1601.85	13.127
3715	1604.58	13.149

TOTALS	12,202.60	100%
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FIFTH: The administration of the Condominium shall be by the Council 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 council. Every Co-Owner or group of Co-Owners of a Unit shall automatically be a member of the Council and shall remain a member of the Council until such time as his or her ownership ceases for any reason, at which time his or her membership in the Council shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Council shall be non-transferable and any attempted transfer shall be null and void.

The above paragraph notwithstanding, the administration of the Condominium, including the adoption and amendment of By-Laws, amendment of the Master Deed, assessment of Common expenses, and all other matters relating to the governing of the Condominium, shall be vested in the Grantor until all Units of the Condominium have been sold, or until the Grantor elects to surrender this power to the Co-Owners, whichever event first occurs. Until that time, the Grantor shall constitute the Council of Co-Owners and the Board of Administration, and shall possess the irrevocable proxy of the Co-Owners (which proxy each Co-Owner gives the Grantor upon acceptance of a deed to a Unit), all Co-Owners agreeing to such administration by the Grantor in accepting Unit conveyances.

SIXTH: In the event that any building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the General and 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 stands, shall and does exist. Easements are hereby reserved through each of the Units for the benefit of other Units as may be required for structural repairs, utility line, plumbing, and for heating, air conditioning and ventilating ducts in the locations as presently installed in the Unit, which shall be subject to egress, or as subsequently approved in writing by the Council of Co-Owners in accordance with procedures set forth in the By-Laws, the Co-Owner of the burdened Unit and any mortgagee having a security interest therein.

SEVENTH: The undivided interest in the General and Limited Common Elements shall not be separated from the Unit of which it appertains 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, decisions and resolutions of the Board and of the Council or its representatives, as lawfully amended from time to time, and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief or for any other legal or equitable relief maintainable by the Council, or Board of Administration on behalf of the Council or, in a proper case, by an aggrieved Co-Owner.

NINTH: All present or future owners, tenants, future tenants, or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Master Deed and that the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Master Deed are accepted and ratified.

TENTH: A mortgagee or other purchaser of a Unit who obtains title by reason of foreclosure of a mortgage or other security interest covering a Unit, his successors or assigns, shall not be liable for assessments by the Council which became due prior to his acquisition of title, it being understood, however, that the above shall not be construed to prevent the Council from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage or security interest.

ELEVENTH: In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the latter for his 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 therefor. However, any such grantee shall be entitled to a statement from the managing agent or Board as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Council 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 Council against the grantor in excess of the amount therein set forth.

TWELFTH: 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, or any of the provisions herein amended unless all of the Co-Owners and holders of all of the deeds of trust, mortgages, or other security interests covering the Units and all other parties having any security interest in any Unit unanimously agree to such revocation, amendment or removal of the Condominium from the Plan by duly recorded instruments, except as provided in those portions of Article VI of the By-Laws that deal with destruction of the Units, or by operation of law.

THIRTEENTH: The submission of the property is subject to all covenants, conditions, easements, and restrictions now recorded or hereafter placed on record.

FOURTEENTH: The Agent for service of process shall be the President of the Council of Co-Owners or the Grantor so long as he retains control of the Condominium.

FIFTEENTH: It is hereby declared that this Deed covers Building 2, of Phase 1 of an intended incremental development of two (2) phases as shown on the Reserved Space in Apartment Ownership Book 46, Pages 42 through 43.
File 666

SIXTEENTH: There is hereby reserved unto grantor an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the percentage interests and voting rights appurtenant to each of the condominium units in the condominium in accordance with the provisions of this declaration and to execute, acknowledge, and deliver such further instruments and amendments as may from time to time be required in order to accomplish the purposes of this article. Each owner and each mortgagee of a condominium unit in the condominium shall be deemed to have acquiesced in the amendments to this declaration and in amendments to the Condominium Plat for the purpose of adding additional condominium units and common elements to the condominium in the manner set forth in this article, and shall be deemed to have granted unto the said Grantor an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments; and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Grantor, its successors, and assigns, to properly accomplish such amendments. The Grantor hereof expressly reserves the option and right to expand this condominium pursuant thereto.

The consent of unit owners of the project shall not be required for such expansion and the Grantor may proceed with such expansion as its sole option.

This option to expand the condominium project shall expire seven (7) years after the settlement of the first unit to be sold, if not sooner exercised; however, the Grantor may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

SEVENTEENTH: Nothing contained herein shall be deemed or construed to dedicate to private or public use or to create a general scheme of development in or to vest rights and/or benefits with respect to any other property owned or hereafter acquired by the Grantor, their successors and assigns.

EIGHTEENTH: It is the intention of the Grantor that the provisions of this Master Deed are severable so that if 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, as of the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any applicable federal, state or local law or ordinance, the Grantor, their successors and assigns and 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 of 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 Grantor this 9th day of December, 1992.

HURSTBOURNE RIDGE, INC.
 BY Riley L. Cobb, Jr.
 Riley L. Cobb, Jr., President

STATE OF KENTUCKY)
COUNTY OF FREESTON) SS:

The foregoing instrument was acknowledged before me this 11th day of December, 1992, by Riley L. Cobb, Jr., as President of HURSTBOURNE RIDGE, INC., a corporation, on behalf of the said corporation.

W. M. Dyer
Notary Public,
Kentucky State at Large
My commission expires 8-29-96

EXHIBIT "A"

BY-LAWS

HURSTBOURNE RIDGE CONDOMINIUMS, A Condominium

ARTICLE 1

PLAN OF OWNERSHIP

1. Condominium Submission. The Condominium Project known as HURSTBOURNE RIDGE CONDOMINIUMS, (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 as constructed or to be constructed thereon, as well as all easements, right-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold 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, 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 Council of Co-Owners 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 an 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 Council of Co-Owners and will comply with them.

ARTICLE II

COUNCIL OF CO-OWNERS

1. Constitution. There is hereby constituted the Council of Co-Owners of HURSTBOURNE RIDGE CONDOMINIUMS, (hereinafter called the "Council"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any Unit in the Condominium.

2. Voting. Voting at all meetings of the Council, in person or by proxy, shall be on a percentage basis with the Co-Owner of each Unit being entitled to vote the individual percentage interest allocated to his Unit in Paragraph FOURTH of the Master Deed. Where a Unit is owned by more than one person, all the Co-Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Co-Owners shall, in writing, designate an 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. 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 Council.

3. Majority of Co-Owners. "Majority of Co-Owners" means Co-Owners representing fifty-one percent (51%) or more of the total individual percentage interests of the Condominium.

4. Duties. The Council shall be responsible for over-all policy and administration of the Condominium, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Administration.

5. Place of Meeting. Meetings of the Council shall be held at such place as may be designated by the Board of Administration and stated in the notice of the meeting.

6. Annual Meetings. Annual meetings of the Council shall be held on the last Monday of September of each year at a time set by the Board of Administration. The first such meeting for Co-Owners shall occur following surrender by the Grantor of control of the Council and Board of Administration as provided in the aforesaid Master Deed. At such meetings there shall be elected by ballot a Board of Administration in accordance with the requirements of these By-Laws. The Council may also transact such other business as may properly come before it.

7. Notice of Annual Meeting. Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days prior to the meeting.

8. Special Meeting. A special meeting of the Council for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Council, and shall be called by the President if so directed by resolution of the Board of or upon a petition signed by Co-Owners representing thirty per cent (30%) or more of the total value of the Condominium and presented to the Secretary of the Council. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Notwithstanding the above provisions, no special meeting may be called until after the first annual meeting, except upon resolution of the Board.

9. 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 thereat, 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 sixty (60) days before such meeting.

10. Voting Requirements. 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 Council if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Board of Administration hereinafter provided, together with all interest, costs, attorney's 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.

11. Proxies. At all meetings of the Council, 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 meetings thereof. Proxies must be filed with the Secretary of the Council at least two (2) days before the time appointed for each meeting in the Notice. A Co-Owner may appoint any other Co-Owner or the Grantor as his proxy. In no case may a Co-Owner, except the Grantor or his agent, cast more than one (1) vote by proxy in addition to his own vote.

12. Quorum. Except as may otherwise be provided herein or by statutes, a Majority of Co-Owners shall constitute a quorum for conducting official business and adopting resolutions. If, however, such quorum shall not be present or represented at any meeting, 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. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

13. Council Action. When a quorum is present at any meeting,

the vote of a majority of the total undivided percentage interest of the Co-Owners present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Statutes, or of these By-Laws, shall govern and control the decision of such question.

14. Order of Business. The order of business at all meetings of the Council of Co-Owners shall be as follows: (a) roll call; (b) Proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspectors of election, if applicable; (g) election of directors, if applicable; (h) unfinished business; and (i) new business.

15. Dispensing with Vote. Whenever the vote of the Co-Owners at a meeting is required or permitted, by any provision of the Statutes or of these By-Laws, to be taken, the meeting and vote of Co-Owners may be dispensed with, if all the Co-Owners who would have been entitled to vote upon the action, had such meeting been held, shall consent in writing to such action being taken.

ARTICLE III

BOARD OF ADMINISTRATION

1. Powers and duties. The affairs and business of the Condominium shall be managed by a Board of Administration, sometimes hereinafter referred to as the "Board", which may exercise such powers and perform such duties and lawful acts as are not required by statute or these By-Laws to be performed by the Council or others. The Board shall have the power and authority to adopt rules and regulations from time to time for the administration of the affairs of the Condominium and the enjoyment of its Co-Owners, provided that no rule or regulation shall be in conflict with the statutes or these By-Laws, and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a mortgage, deed of trust or other security interest if said rule or regulation is enacted after the execution of said mortgage, deed of trust or other security interest.

2. Responsibilities of the Board. It shall be the responsibility of the Board (the Grantor in the period outlined in paragraph FIFTH of the Master Deed):

- (a) To provide for the care, upkeep, protection, and 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 and attorneys required therefor.
- (b) To prepare for submission to the annual meeting of the Council 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, and such rules and regulations as the Board may issue from time to time, including the right to sue on behalf of the Council and the Condominium.
- (f) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.

3. Management.

(a) The Condominium, by and through the Board, shall employ for the Council a professional management agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article III. The Board shall not enter into a management agreement with a new managing agent without thirty (30) days prior written notice to and the receipt of written consent from all mortgagees. In no event shall the Board undertake self-management unless all mortgagees have given their prior written approval.

(b) This Section 3 of Article III was adopted as an inducement to all mortgagees to make loans to Co-Owners purchasing Units. In case of a default, any mortgagee may apply to any appropriate court for specific performance of this condition and the Condominium shall be responsible for all costs connected with such action, including reasonable attorney's fee for mortgagee's counsel.

4. Validity of Contracts. No contracts or other transaction 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 at arms-length dealing.

5. Number of Members of Board. The number of members of the Board who shall constitute the whole Board shall not be less than three (3) nor more than five (5).

6. Election and Term of Office. At the first annual meeting of the Council, five (5) members of the Board shall be elected. The term of office of three (3) members shall be fixed at one (1) year and the term of office of two (2) members shall be fixed at two (2) years. At the expiration of the initial term of office of each respective Board member, each successor shall be elected at subsequent annual meetings of the Council to serve a term of two (2) years. The board members shall hold office until their successors have been elected and hold their first meeting.

Notwithstanding anything contained in these By-Laws to the contrary, so long as the Grantor, if it has relinquished control of the Condominium continues to be the owner of six (6) or more Units in the Condominium, it shall have the right to select a majority of the Board of Administration and to fill any vacancy occurring from the death, resignation or removal, of any Board member chosen by Grantor, and so long as the Grantor continues to be the owner of three (3) Units in the Condominium, it shall have the right to select one member of the Board and to fill any vacancy occurring from the death, resignation or removal, of any such member. This last paragraph of Article III, Section 6, may not be changed except by unanimous vote of the Co-Owners. The Grantor's appointees need not be residents of, nor owners of any Unit and the Grantor shall have the right in its sole discretion to replace such members of the Board.

7. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board were elected, and no notice shall be necessary to the newly elected Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

9. Special Meeting. Special meetings of the Board may be called by the President on three (3) days' notice to each member of the board, and such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board.

10. Waiver of Notice. Before or at any meeting of the Board any 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 member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board is present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Board Quorum. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum shall be present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. Vacancies. Except as provided in Section 6 of this Article III, vacancies in the Board caused by any reason other than removal of a member by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Council.

13. Removal of Board Members. At a regular or special meeting duly called, any Board member, except as provided in Article III, Section 6 hereof, may be removed with or without cause by the affirmative vote of the majority of Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by a Co-Owner or the Council shall be given an opportunity to be heard at the Meeting. The term of any Board member who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Council shall be automatically terminated and the remaining members shall appoint his successor as provided in this Article.

14. Compensation. Board members, as such, may receive for their services such compensation as shall be determined by the Board from time to time. Members appointed by the Grantor shall serve without compensation for their services on the Board. Nothing herein contained shall be construed to preclude any Board member from serving the Council in any other capacity and receiving additional compensation therefor.

15. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Council at any special meeting of the Council, a full and clear statement of the business and condition of the Condominium.

16. Fidelity Bonds. The Board may require that all officers, agents and employees of the Council handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Council shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. Two or more offices may be held by the same

person, save the President shall not hold any other office.

2. Election of Officers. The officers of the Council shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by majority vote of the Board.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Council of Co-Owners and the Board and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board are carried into effect.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe. If neither the President nor the Vice-President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Council and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Council, the Board and committees and shall perform such other duties as may be prescribed by the Board or President. The secretary shall compile and keep up to date at the principal office of the Council, a complete list of the Co-Owners and their last known post addresses. This list shall be open to inspection by all co-Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the Council, containing the minutes of all annual and special meetings of the Council and all sessions of the Board including resolutions adopted thereat.

7. Treasurer. The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Board, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominiums..

If required by the Board, he shall give a Bond, the premium therefor to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

8. Annual Accounting. All books and records shall be kept in accordance with good accounting practices on a fiscal year basis beginning the first day of July in each year and the same shall be audited annually by a person or persons to be selected by the Board. The report of such audit shall be made available to the Council.

9. Indemnification. Every Board member and every officer of the Council shall be indemnified by the Council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of his being or

having been a Board member or officer of the Council or any settlement thereof, whether or not he is a Board member or officer at the time such expenses are incurred, except in such cases wherein the Board member or officer is adjudged guilty by a competent Court of record of willful misfeasance or malfeasance in the performance of his duties: provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Council. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled. This provision shall apply to the Grantor during such time as he retains control of the Condominium.

ARTICLE V

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, water, sewer, utility service to the common elements, the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums, the fees of the Insurance Trustee, service contracts and employee salaries. 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, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all the Co-Owners, of any Unit in the Condominium whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

2. Determination of Common Expenses and Fixing of Common Charges. At each annual meeting, the Council shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses in the then current year, and shall assess said amount against all Units in the Condominium in accordance with their individual percentage interests as set forth in paragraph FOURTH of the Master Deed. To assist the Council in determining such amount, the notice of the annual meeting mailed to Co-Owners shall be accompanied by the estimated budget prepared by the management agent and approved by the Board. Until the first annual meeting, common charges shall be based on the budget to be prepared by the Grantor or the initial management agent employed by Grantor, and said budget is hereby fixed and assessed as a common charge on each Unit in accordance with the percentage interests stated in the Master Deed.

3. Notification of Common Charges. 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 to their mortgagees.

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 payable in advance, in monthly, quarterly, or other convenient installments.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrances.

5. Payment of Lien after Transfer. Upon the voluntary sale or conveyance of a Unit, there shall be paid or provided from the sales 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, setting forth in detail the amount of any unpaid assessment owed by the seller, or borrower, and such purchaser or lender 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. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference, a purchaser thereunder shall not be liable for any installments of such lien as became due subsequent to the recording of such deed of trust, mortgage or encumbrance.

No Co-Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of these By-Laws) of such Unit. In addition, any Co-Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than a first mortgage held by an institutional lender or a vendor's lien and the statutory lien for unpaid common charges, convey his Unit to the Board, or its designee, corporate or otherwise, on behalf of all other Co-Owners, and in such event be exempt from common charges thereafter assessed.

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 of Administration may declare any remaining balance of said lien at once due and payable.

The Board shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Board may institute a suit to recover a money judgment for the same, together with interest thereon at a rate not to exceed twelve per cent (12%) per annum and reasonable expenses of collection, including attorneys' fees, without foreclosing or waiving the lien hereinbefore provided.

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 of 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 reasonable rental for the use of his Unit and the Board as plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same and to Attorney fees.

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 Board of Administration have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following shall be deemed prohibited uses or nuisances:

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

(b) All units shall be used for private residential purposes except for such temporary non-residential uses as may be permitted by the Board from time to time. This provision shall not, however, be so construed as to prevent the Grantor from using any Unit for model or display purposes nor so as to prohibit the leasing of Units owned by the Grantor or Co-owner subject to all of the provisions of the Master Deed and these By-Laws.

(c) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, window or exterior portion of a Unit

or in or upon any common element. Nor shall any other item of personal property other than patio furniture and the like be placed on any patio, window or exterior portion of a Unit or in or upon any common element.

(d) 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. Household pet not to exceed 20 lbs. in weight.

(e) Co-Owners and Lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other Co-Owners.

(f) No Co-Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or airconditioning units, etc., which protrude through the walls or the roof of the project or is otherwise visible on the exterior of the project except as authorized by the Board.

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

(h) 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.

(i) A Co-Owner or Lessee shall not place or cause to be placed in the public hallways, walkways, parking lots or other common areas or common facilities, 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 and Lessees shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same 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 to the managing agents and/or any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in 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 deed of trust or mortgage covering another Unit, provided that 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.

Any owner of a Unit may lease said Unit provided that 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 with the rules and regulations of the Condominium as may be promulgated from time to time.

9. Abating and Enjoining Violations by Co-Owners. The violation of any rule or regulation adopted by the Board or 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: (a) to enter 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 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 such breach.

10. Maintenance and Repair. Each Co-Owner shall be responsible for the care, upkeep, protection and maintenance of his Unit, except to the extent that the obligation therefor is imposed on the Board by Article III Section 2(a). His responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator and range, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his Unit or which serve only his Unit and no other. Every Co-Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Co-Owners, and every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Council resulting from or caused by said Co-Owners'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 glass surfaces of all glass entry doors of the Units including the interior and exterior surfaces of any door leading to any balcony, deck, terrace or patio appurtenant to such Unit.

Each Co-Owner shall promptly report to the Council or its agent any defect or need for repairs, the responsibility for the remedying of which is the Council. A co-Owner shall promptly reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damages through his fault or negligence.

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 balcony, terrace or patio appurtenant to such Unit) and shall keep the same free and clear of ice and snow; in good order, condition, appearance and repair.

11. Alterations, Additions and Improvements. Whenever in the judgment of the Board, the General Common Elements shall require additions, alterations or improvements costing in excess of Twenty-five Thousand Dollars (\$25,000.00) and making of such additions, alterations or improvements shall have been approved by a majority of Co-Owners and by those institutional holders of mortgages or other security interest representing first liens upon twenty (20) or more Units, the Board shall proceed with such additions, alterations or improvements and shall assess all Co-Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing Twenty-five Thousand Dollars (\$25,000.00) or less may be made by the Board without approval of the Co-Owners or any of the said mortgagees and the cost thereof shall constitute a part of the common expenses.

No Co-Owner shall make any alterations to any portion of the Condominium property which is to be maintained by the Council 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 alteration to the water, gas, heating, electrical, plumbing or air conditioning systems, or make any structural addition, alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request 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 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 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. The provisions of this paragraph shall not apply to Units owned by the Grantor until such Units shall have been initially sold by the Grantor and conveyed by Grantor to the purchaser.

14. Grantor's Control. In the event of control of the Condominium by the Grantor, it shall have the right to enforce the provisions of the Master Deed and the By-Laws.

ARTICLE VI

INSURANCE, 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, but in no event less than the amount required by Section 2 of this Article. The insurance premiums purchased by the Board shall be charged as items of common expenses. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all mortgagees of Units. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of Thirty Thousand Dollars (\$30,000.00), to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner and his mortgagee according to his individual percentage interest in the Condominium, as set out in paragraph FOURTH of the Master Deed.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his own Unit for his benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance has been made by the Board on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master Deed and these By-Laws.

2. Coverage. The condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurance replacement value (i.e. 100% of replacement cost) thereof (exclusive of excavations and foundations) as determined annually by the Board with assistance of the insurance company affording such coverage. The policy shall cover all 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, water damage 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 constructions, location, and use.

Such coverage shall insure the buildings (including all of the Units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air conditioning, heating and other equipment, but not including furniture, 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 forms as shall be required by the Board which, however, in no event shall be less than Three Hundred Thousand Dollars (\$300,000.00) with respect to any individual and One Million Dollars (\$1,000,000.00) with respect to any one accident or occurrence and Fifty Thousand Dollars (\$50,000.00) with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, the Board and each individual Co-Owner. 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 hold a rating of "BBB" 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 Council 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 thereof which give 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 any Insurance Trustee) 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 Council, the Board, the managing agent, if any, and their respective agents, employees or invitees, and 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 Council 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 Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagee and Co-Owners.

4. Individual Policies. Any Co-Owner and any mortgagee may obtain additional insurance (including a "condominium unit-owner's endorsement: for improvements and betterments to a Unit made or acquired at the expense of the Co-Owner) at his own expense. Such insurance should contain the same waiver of subrogation provision as that 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 provided to be obtained by the Board, a "Tenant's Homeowners 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 Council may realize under any insurance policy which it may have in force at any particular time; the Board may require that each Co-Owner shall file with the Council a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase; the Board may also require that each Co-Owner shall also notify the Council of all improvements made by him to his Unit having a value in excess of One Thousand Dollars (\$1,000.00).

5. Insurance Trustee. The Board shall from time to time designate a bank or trust company in the Commonwealth of Kentucky whose accounts or deposits are insured by an agency of the State or Federal Government as the Insurance Trustee.

All Insurance policies purchased by the Board shall be for the benefit of the Council, each Co-Owner, and his mortgagee, as their respective interest may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, except that if the net proceeds are Thirty Thousand Dollars (\$30,000.00) or less, they shall be payable directly to the Board. All policies shall provide that adjustment of loss shall be made by the Board or designee with the approval of the Insurance Trustee.

The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Council and the Co-Owners and their respective mortgagees, in shares equal to the aforementioned individual percentage interest of each Co-Owner, but such shares need not be set forth upon the records of the Insurance Trustee. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

6. Covenants for Benefit of Mortgagees. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Co-Owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

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

(b) If it is determined in the manner elsewhere provided 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 pro rata 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 him.

(c) In making distributions to Co-Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council or Board as to the names of the Co-Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Council or Board shall deliver such certificate forthwith. The Insurance Trustee shall not incur any liability to any Co-Owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

(d) All insurance policies shall continue in force for ten (10) days following notice to the mortgagee of cancellation by either the company or the insured.

7. 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 partial destruction, which shall be deemed to mean destruction which does not render two-thirds 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 more than two-thirds of the Units untenable, reconstruction or repair shall be not compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, all of the Co-Owners unanimously vote in favor of such reconstruction or repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed with the proceeds of insurance available for this purpose, if any.

(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.

(e) The Insurance Trustee may rely upon a certificate of the Council or the Board which certifies whether or not the damaged property is to be reconstructed or repaired. The Council or the Board, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner, shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Council.

8. Assessments if insurance is inadequate. Immediately after a casualty causing damage to property for which the Council 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 the Co-Owners in proportion to their aforementioned individual percentage interests 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 the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

9. 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 by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Council or the Board.

10. Notice to Mortgagee. The Board shall notify (1) the mortgagee whenever damage to the Unit covered by the mortgage exceeds One Thousand Dollars (\$1,000.00) or (2) mortgagees of all Units whenever damage to Common elements exceeds Ten Thousand Dollars (\$10,000.00).

ARTICLE VII

1. "Mortgagee" and "Mortgage". As used in this title and generally in the Master Deed and 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 to Board. A Co-Owner who mortgages his Unit, shall notify the Board through the Management Agent of the name and address of his mortgagees, if any; The Board shall maintain such information in a book entitled "Mortgagees of Units".

3. Notice of Unpaid Common Charges. The board whenever 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.

4. Notice of Default. The Board when giving notice to a Co-Owner of a default in paying common charges or other default, shall send a copy of such notice to each mortgagee whose name and address has theretofore been furnished to the Board. In the event that such default is not cured within thirty (30) days, the Board shall so 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 Condominium at reasonable times, on business days, but no more often than once a month.

ARTICLE VIII

NOTICE

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or of the master Deed of these By-Laws to any mortgagee, Member or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, Member or Co-Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

2. Waiver of Notice. When any notice is required to be given under the provisions of the statutes or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-Laws may be amended by the affirmative vote of Co-Owners representing at least seventy-five per cent (75%) or more of the total individual percentage interests of the condominium, at a meeting of the Council called for that purpose; provided, however, that all mortgagees shall be given (30) days written notice of all proposed amendments and that no amendments affecting express rights of mortgagees shall be valid unless approved in writing by all mortgagees. No amendments to the By-Laws shall become effective until recorded among the land records of Jefferson County, Kentucky. Provided, however, the Grantor may amend this instrument by properly recording any such amendment, without necessity for any Co-Owners joining in, said Co-Owners agreeing and consenting to such amendments in accepting conveyance of his Unit, during such time as the Grantor retains control of the Condominium under Paragraph FIFTH of the Master Deed.

ARTICLE X

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 subordinate and 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 of the Act. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the Master Deed and the Act, the provisions of the Act shall control.

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 of its statutes, the provisions of the statutes will 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, notwithstanding the provisions of the second paragraph of Article V, Section II of these By-Laws.

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. Duty of Grantor. During the period of time in which the Grantor retains control of the Condominium pursuant to the paragraph FIFTH of the Master Deed, it shall have the duty to faithfully perform all of the duties of the Board of Administration and the Council of Co-Owners.

7. 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.

ARTICLE XI

DEFINITIONS

1. Master Deed. "Master Deed", as used herein means that certain Master Deed and Declaration to which these By-Laws are appended, made the 9th day of December, 1992, by HURSTBOURNE RIDGE, INC., the purpose of submitting the property described therein to the Act and which Master Deed and Declaration is recorded among the land record of Jefferson County, Kentucky.

2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they have in the Master Deed or in the Act.

CONDOMINIUM
OR
APT. OWNERSHIP
BOOK 66 PAGE 42-43
FILE NO. 666-153391

Document No: 1992153391
Lodged By: burgess
Recorded On: Dec 09, 1992 03:47:59 P.M.
Total Fees: \$33.00
Transfer Tax: \$4.00
County Clerk: Rebecca Jackson
Deputy Clerk: GLORIA

AMENDMENT TO MASTER DEED
FOR
HURSTBOURNE RIDGE CONDOMINIUMS

This Declaration made and entered into this 26 day of July, 1999, by Hurstbourne Ridge, Inc., a corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by Deed dated March 20, 1992, of record in Deed Book 6158, Page 781, in the Office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above-referenced property to the Condominium form of ownership and use by Master Deed dated December 9, 1992, of record in Deed Book 6254, Page 961, in the Office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to amend the Master Deed and By-Laws of the Horizontal Property Regime known as Hurstbourne Ridge Condominiums.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Hurstbourne Ridge Condominiums dated December 9, 1992, and of record in Deed Book 6254, Page 961 in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed and By-Laws as follows:

GENERAL AMENDMENTS

1. Unless otherwise specified in these Amendments, all statements referring to "leasing" or "renting" in the Master Deed and Bylaws shall be stricken.
2. Unless otherwise specified in these Amendments, all references to Co-Owners in the Master Deed and By-Laws shall also include "all approved lessees," if any.

AMENDMENTS TO MASTER DEED

3. In Section Four, Paragraph 2, Line 2, the following phrase shall be stricken: "and to their tenants in residence."
4. In Section 9, Paragraph 1, Line 1, the following phrase shall be stricken: "tenants, future tenants."

AMENDMENTS TO BY-LAWS

5. Article II, Section 7 styled Notice of Annual Meeting shall be completely stricken and replaced with the following: "Written notice of the annual meeting shall be in any of the following ways: a) by personal delivery to unit owner, b) by leaving it at the unit owner's doorstep, c) by mailing it to owner at the unit's address at least ten (10) days, but not more than, 60 days prior to the date of said meeting."
6. Article III, Section 5 styled Number of Members of Board shall be completely stricken and replaced with the following: "The number of members on the Board of Directors shall not be less than five (5) nor more than seven (7)."
7. Article III, Section 6 styled Election and Term of Office, Paragraph 2, shall be completely stricken.
8. Article III, Section 8 styled Regular Meeting, second sentence shall be completely stricken and replaced with the following: "Notice of regular meetings of the Board shall be given to each member via mail, personal delivery or by leaving such notice at Co-Owner's doorstep, at least three (3) days prior to the day named for the meeting."
9. Article III, Section 14 styled Compensation shall be completely stricken and replaced with the following: "Board members shall not receive any compensation for their services."

10. Article IV, Section 8 styled Annual Accounting shall be completely stricken and replaced with the following: "All books and records shall be kept in accordance with generally accepted accounting principals (i.e. GAAP) on a fiscal year basis. The books of account shall be audited annually by a person(s) selected by the Board. The final audited financial statements shall be made available to the Council. The fiscal year shall begin on the first day of the month immediately following the date of incorporation."

11. Article V, Section 1 styled Common Expenses, Line 14, the following phrase shall be stricken: "or lease by the Board or its designee."

12. Article V, Section 2 styled Determination of Common Expenses and Fixing of Common Charges, the following two (2) paragraphs shall be added: "Maintenance fees are delinquent if not received on or before the first day of the month in which it is due. In the event a unit owner is delinquent in the payment of maintenance fees or any other authorized assessment (e.g., bad check fee, etc.) for a period in excess of ten (10) days, a penalty equal to twenty (20) percent of the amount owed shall be assessed for each month that said assessment remains unpaid. Said penalty shall not be prorated and will be assessed on the first day of each month that the assessment remains unpaid. In addition, the Board may, from time to time post in any conspicuous place upon the common elements the name(s) of such delinquent unit owners along with the amounts owed."

"If the Board received a check from any unit owner or approved lessee that is rejected by the bank for any reason, the unit owner/lessee shall be assessed a fee of \$20.00 by the Board in addition to any other fees that the bank charges the Condominium Association. The unit owner/lessee must make the check good within ten (10) days of

being notified by the Board, in order to avoid the aforementioned twenty (20) percent penalty fee."

13. Article V, Section 8 styled Restrictions on Use of Units subsection (b) shall be completely stricken and replaced with the following: "All units shall be used for private residential purposes."

14. Article V, Section 8 styled Restrictions on Use of Units, subsection(d), the weight limit shall be increased from 20 lbs. To 25 lbs.

Further, the following paragraph shall be added: "All pets must be on a leash at all times. All fecal matter must be picked up by the dog walker, placed in an appropriate container/bag and properly discarded in a toilet. No pets are permitted in the clubhouse, on the putting green or within the enclosed area around the pool. The Board can require a Co-Owner to show proof of an animal's current weight at any time."

15. Article V, Section 8 styled Restrictions on Use of Units, the following subsections (j-s) shall be added:

j. "Co-Owners shall not permit any act or thing deemed extra-hazardous, on account of fire or that will increase the rate of insurance on the premises. Co-Owners shall not keep any explosives, gasoline or any other flammable material (including fireworks) in their unit or in any other location within the property boundaries of the Condominium complex. The burning of trash is prohibited. Also, Co-Owners are not to accumulate, either in their respective unit or in any other location within the property boundaries of the Condominium complex, litter or garbage of any kind that will pose a fire hazard or odor problem for other Co-Owners. Trash and garbage containers (including

"garbage bags") shall not be permitted to remain in public view, except on the scheduled garbage pick-up day or beginning 6:00 p.m. the day prior to the scheduled pick-up day.

k. No baby carriages, velocipedes, motorcycles, bicycles or other articles or personal property shall be left unattended on the ground of the common elements.

l. No structure of a temporary nature, trailer, tent shack or other outbuilding shall be maintained upon the common elements at any time.

m. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

n. All persons shall be properly attired when present on any of the common elements.

o. Solicitors are not permitted in the complex without the consent of the Board. If you are contacted by one, please notify the Board.

p. The common elements designated as parking areas are for automobiles, pickup trucks, sport utility vehicles and passenger vans only. All such vehicles must have current license plates and be in operating condition. No auto repair work shall be permitted in the parking areas.

q. The Board shall have the authority to designate a parking space (s) for particular units.

r. Busses, trailers, recreational vehicles, boats, motorcycles, campers or vehicles with commercial lettering except law enforcement vehicles are prohibited from being parked in the parking areas, including driveways.

There shall be no curbside parking of any vehicle on a regular basis. No vehicles shall be parked in such a way as to obstruct sidewalks or driveways. Each unit owner expressly agrees that if he/she shall illegally park or abandon any vehicle, he/she will hold the Council of Co-Owners of the project harmless for any and all damages or losses that may ensue."

16. Article VI, Section 4 styled Individual Policies, Paragraph 1 shall be completely stricken and replaced with the following: "Any Co-Owner and any Mortgagee must obtain additional insurance (including a condominium unit-owner's endorsement: for improvements and betterments to a Unit made or acquired at the expense of the Co-Owner). Such insurance should contain the same waiver of subrogation provisions as that set forth in Section 3(e) of this Article. Each Co-owner must obtain, in addition to the insurance hereinabove provided to be obtained by the Board, a "tenant's 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.

17. Article VII shall be added the following Section 6 styled Record Ownership: "Every unit owner shall promptly cause to be duly recorded in the deed, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Board of Administration, and the Secretary shall maintain all such information in the record of ownership of the Council."

18. Article VII shall be added the following Section 7 styled Complex Rules: "The Board of Administration may adopt, amend or repeal any rules and regulations

governing details of the operation and use of the Complex not inconsistent with any provision of law or the *Declaration of these By-Laws*."

19. Article VII shall be added the following Section 8 styled Expenses of Enforcement: "Every unit owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorney fees incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provision of the Declaration, these By-Laws and Complex Rules against such owner or any occupant of such unit."

20. Article IX, Paragraph 1, Line 2, the percentage shall be changed from 75% to 51%.

21. Article XI shall be added to the By-Laws and shall state as follows: "No owner of a Unit may lease said Unit unless a) the owner or spouse, living with him or her, is transferred out of state by his or her employer, or b) the owner is moving to a nursing home for medical reasons, or c) the owner dies and the title is in the estate or a testamentary trust, and there is no surviving spouse who lived with the deceased unit owner."

If any of these three circumstances exist, then the owner of his or her personal representative may lease said unit provided:

- a. A fully executed copy of said lease shall be delivered to the Board for its pre-approval ten (10) days before the term is to begin.
- b. Any such lease will be consistent with the provisions of the master deed, these by-laws, as the same may be amended from time to time, and with the rules and regulations of the Condominium as may be promulgated from time to time.
- c. Such lease may have a maximum term of one year, no longer term is permitted. The lease is an accommodation to a unit owner in these rare situations.

Subsequent lease terms are permitted provided the same circumstances which allowed the first term still exist and shall also be subject to prior approval by the Board.

- d. 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 the performance of the lease, or the tenant violates any restrictions contained in the master deed, by-laws, or rules and regulations of the condominium.

The above mentioned Amendments, additions and deletions to the Master Deed and By-Laws shall become effective upon the transfer of control by the Developer to the Council of Co-Owners and its respective Board of Administration as more fully identified and explained in Section 5, Paragraph 2 of the Master Deed. All other provisions in the Master Deed and By-Laws not specifically amended, added or deleted heretofore shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness the signature of the Developer, the day and year first above written.

HURSTBOURNE RIDGE, INC.

By Riley L. Cobb, Jr.
Riley L. Cobb, Jr., President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 26 day of July, 1999, by Riley L. Cobb, Jr., as President of Hurstbourne Ridge, Inc., a corporation on behalf of said corporation.

My commission expires: 1-30-01

[Signature]
NOTARY PUBLIC, KY STATE-AT-LARGE

THIS INSTRUMENT PREPARED BY:



ALLEN K. GRUNER
ATTORNEY AT LAW
300 West Liberty Street, Suite Three
Louisville, KY 40202
Phone: (502) 584-6593

Document No.: DN1999125428
Lodged By: GRUNER
Recorded On: 07/29/1999 01:42:56
Total Fees: 24.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw
Deputy Clerk: DENKIN

END OF DOCUMENT

AMENDMENT TO MASTER DEED
FOR
HURSTBOURNE RIDGE CONDOMINIUMS

This Declaration made and entered into this 26 day of July, 1999, by Hurstbourne Ridge, Inc., a corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by Deed dated March 20, 1992, of record in Deed Book 6158, Page 781, in the Office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the Condominium form of ownership and use by Master Deed dated December 9, 1992, of record in Deed Book 6254, Page 961, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to set forth the percentages of ownership for each unit in Buildings 1-18 of the Horizontal Property Regime known as Hurstbourne Ridge Condominiums.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Hurstbourne Ridge Condominiums dated December 9, 1992, and of record in Deed Book 6254, Page 961 in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and set forth the unit percentages of the buildings aforementioned as follows:

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
1	3633	2044.06	.5154
1	3635	2074.32	.5230
1	3637	2274.59	.5735
1	3639	2248.51	.5669
1	3641	2744.12	.6919
1	3643	2693.06	.6790
1	3645	2487.62	.6272
1	3647	2538.78	.6401
BUILDING 1	TOTALS	19105.06	

4

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
2	3701	1446.77	.3648
2	3703	1447.71	.3650
2	3705	1445.42	.3644
2	3707	1446.34	.3647
2	3709	1605.77	.4049
2	3711	1604.16	.4045
2	3713	1601.85	.4039
2	3715	1604.58	.4046

BUILDING 2	TOTALS	12202.60	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
3	3717	2260.77	.5700
3	3719	2069.45	.5218
3	3721	2069.45	.5218
3	3723	2260.77	.5700
3	3725	2561.76	.6459
3	3727	2809.29	.7083
3	3729	2809.29	.7083
3	3731	2561.76	.6459

BUILDING 3	TOTALS	19402.54	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
4	3733	2245.73	.5662
4	3735	2264.54	.5710
4	3737	2067.25	.5212
4	3739	2052.76	.5176
4	3741	2540.92	.6406
4	3743	2566.75	.6472
4	3745	2765.03	.6971
4	3747	2734.81	.6895

BUILDING 4	TOTALS	19237.79	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
5	3732	2251.19	.5676
5	3734	2071.40	.5223
5	3736	2071.40	.5223
5	3738	2251.19	.5676
5	3740	2534.58	.6390
5	3742	2774.63	.6996
5	3744	2774.63	.6996
5	3746	2534.58	.6390

BUILDING 5	TOTALS	19263.60	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
6	3716	2261.29	.5701
6	3718	2068.99	.5217
6	3720	2068.99	.5217
6	3722	2261.29	.5701
6	3724	2524.67	.6365
6	3726	2778.30	.7005
6	3728	2778.30	.7005
6	3730	2524.67	.6365

BUILDING 6	TOTALS	19266.50	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
7	3700	2050.43	.5170
7	3702	2066.08	.5209
7	3704	2066.08	.5209
7	3706	2260.74	.5700
7	3708	2730.56	.6885
7	3710	2768.36	.6980
7	3712	2768.36	.6980
7	3714	2517.56	.6348

BUILDING 7	TOTALS	19228.17	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
8	3632	1449.37	.3654
8	3634	1446.25	.3646
8	3636	1446.25	.3646
8	3638	1449.37	.3654
8	3640	1874.87	.4727
8	3642	1605.37	.4048
8	3644	1605.37	.4048
8	3646	1874.87	.4727

BUILDING 8	TOTALS	12751.72	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
9	3616	1633.29	.4118
9	3618	1449.41	.3654
9	3620	1450.08	.3656
9	3622	1450.39	.3657
9	3624	1688.62	.4258
9	3626	1599.10	.4032
9	3628	1599.10	.4032
9	3630	1871.52	.4719

BUILDING 9	TOTALS	12741.51	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
10	3600	1454.58	.3667
10	3602	1447.78	.3650
10	3604	1447.78	.3650
10	3606	1454.58	.3667
10	3608	1872.03	.4720
10	3610	1600.94	.4036
10	3612	1596.13	.4024
10	3614	1872.03	.4720

BUILDING 10 TOTALS 12745.85

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
11	3524	2248.84	.5670
11	3526	2092.70	.5276
11	3528	2073.59	.5228
11	3530	2073.59	.5228
11	3532	2092.70	.5276
11	3534	2248.84	.5670
11	3536	2585.08	.6518
11	3538	2593.15	.6538
11	3540	2826.48	.7126
11	3542	2826.48	.7126
11	3544	2593.15	.6538
11	3546	2585.08	.6518

BUILDING 11 TOTALS 28839.68

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
12	3500	2050.27	.5170
12	3502	2089.35	.5268
12	3504	2075.59	.5233
12	3506	2278.41	.5745
12	3508	2089.35	.5268
12	3510	2050.27	.5170
12	3512	2792.25	.7040
12	3514	2591.48	.6534
12	3516	2824.40	.7121
12	3518	2620.64	.6607
12	3520	2591.48	.6534
12	3522	2792.25	.7040

BUILDING 12 TOTALS 28845.74

32

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
13	3424	2247.74	.5668
13	3426	2093.79	.5279
13	3428	2076.16	.5235
13	3430	2279.96	.5748
13	3432	2093.79	.5279
13	3434	2051.45	.5172
13	3436	2599.48	.6554
13	3438	2590.08	.6530
13	3440	2834.04	.7145
13	3442	2629.38	.6629
13	3444	2590.08	.6530
13	3446	2796.63	.7051

BUILDING 13	TOTALS	28882.58	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
14	3400	2054.66	.5180
14	3402	2097.12	.5287
14	3404	2077.47	.5238
14	3406	2077.47	.5238
14	3408	2097.12	.5287
14	3410	2248.12	.5668
14	3412	2780.21	.7010
14	3414	2577.92	.6500
14	3416	2821.25	.7113
14	3418	2821.25	.7113
14	3420	2577.92	.6500
14	3422	2585.86	.6520

BUILDING 14	TOTALS	28816.37	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
15	3401	2059.08	.5192
15	3403	2099.81	.5294
15	3405	2081.39	.5248
15	3407	2277.29	.5742
15	3409	2099.81	.5294
15	3411	2059.08	.5192
15	3413	2784.72	.7021
15	3415	2591.46	.6534
15	3417	2829.24	.7133
15	3419	2632.48	.6637
15	3421	2591.46	.6534
15	3423	2784.72	.7021

BUILDING 15	TOTALS	28890.54	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
16	3425	2053.60	.5178
16	3427	2094.81	.5282
16	3429	2077.86	.5239
16	3431	2077.86	.5239
16	3433	2094.81	.5282
16	3435	2249.90	.5673
16	3437	2783.66	.7018
16	3439	2592.00	.6535
16	3441	2825.68	.7124
16	3443	2825.68	.7124
16	3445	2592.00	.6535
16	3447	2589.74	.6530

BUILDING 16	TOTALS	28857.60	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
17	3501	2243.41	.5656
17	3503	2092.56	.5276
17	3505	2071.59	.5223
17	3507	2264.36	.5709
17	3509	2092.56	.5276
17	3511	2243.41	.5656
17	3513	2579.38	.6503
17	3515	2581.61	.6509
17	3517	2814.88	.7097
17	3519	2621.26	.6609
17	3521	2581.61	.6509
17	3523	2579.38	.6503

BUILDING 17	TOTALS	28766.01	
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<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE (%)</u>
18	3525	2242.94	.5655
18	3527	2089.42	.5268
18	3529	2069.23	.5217
18	3531	2069.23	.5217
18	3533	2089.42	.5268
18	3535	2242.94	.5655
18	3537	2579.63	.6504
18	3539	2585.88	.6520
18	3541	2822.45	.7116
18	3543	2822.45	.7116
18	3545	2585.88	.6520
18	3547	2579.63	.6504

BUILDING 18	TOTALS	28779.10	
BUILDINGS 1-18	TOTALS	396622.96	100%

IN TESTIMONY WHEREOF, Witness the signature of the Developer, the day and year first above written.

HURSTBOURNE RIDGE, INC.

By Riley L. Cobb, Jr.
Riley L. Cobb, Jr., President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 26 day of July, 1999, by Riley L. Cobb, Jr., as President of Hurstbourne Ridge, Inc., a corporation on behalf of said corporation.

My commission expires: 1-30-01

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:

[Signature]
ALLEN K. GRUNER
Attorney at Law
300 West Liberty Street, Suite 3
Louisville, Kentucky 40202
(502) 584-6593

Document No.: DN1999125429
Lodged By: GRUNER
Recorded On: 07/29/1999 01:43:35
Total Fees: 20.00
Transfer Tax: .00
County Clerk: Bobbie Halsclaw
Deputy Clerk: DENKIN

END OF DOCUMENT

AMENDMENT TO BY-LAWS
FOR
HURSTBOURNE RIDGE CONDOMINIUMS

This Declaration made and entered into this 11th day of November, 2003, by the Council of Co-Owners of Hurstbourne Ridge Condominiums, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Developer, Hurstbourne Ridge, Inc., acquired certain property in Jefferson County, by Deed dated March 20, 1992, of record in Deed Book 6158, Page 781, in the Office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above-referenced property to the Condominium form of ownership and use by Master Deed dated December 9, 1992 of record in Deed Book 6254, Page 961 in the Office of the Clerk aforesaid, and as further Amended; and

WHEREAS, the Developer has transferred all control and administration of the Condominium Regime to the Unit Owners comprising the Council of Co-Owners pursuant to said Master Deed; and

WHEREAS, the Council now desires to amend the By-Laws of the Horizontal Property Regime known as Hurstbourne Ridge Condominiums.

NOW, THEREFORE, pursuant to the power retained in the Master Deed and By-Laws for Hurstbourne Ridge Condominiums dated December 9, 1992, and of record in Deed Book 6254, Page 961 in the office aforesaid, the Council does hereby further amend the aforementioned original By-Laws as previously amended as follows:

AMENDMENTS TO BY-LAWS

1. Article II, Section 6 styled Annual Meetings, first sentence shall be completely stricken and replaced with the following: "Annual meetings of the Council shall be held on a date and time as set and determined by the Board of Directors."
2. Article III, Section 5 styled Number of Members of Board shall be completely stricken and replaced with the following: "Number and Qualification of Members of Board. The number of members on the Board of Directors shall not be less than five (5) nor more than seven (7). No person or entity shall qualify as a Board Member, unless the person or entity is a Co-Owner in good standing and entitled to vote, as defined in this Master Deed and By-Laws. Only one Co-Owner from a jointly owned Unit, or from a Co-Owner family will be eligible or entitled to be on the Board of Directors at any one time, without exception."
3. Article IV, Section 8 styled Annual Accounting shall be completely stricken and replaced with the following: "Annual Accounting. All books and records shall be kept in accordance with generally accepted accounting principals (i.e. GAAP) on a calendar year basis. The books of account shall be audited annually by a person(s) selected by the Board. The final audited financial statements shall be made available to the Council."
4. Article V, Section 2 styled Determination of Common Expenses and Fixing of Common Charges shall be completely amended to provide the following: "The penalty referred to therein shall be reduced from 20% to 10% on unpaid assessments."
5. Article V, Section 8(a) shall be completely stricken and replaced with the following: "No Co-Owner or other resident of the Condominium shall post any

advertisements or posters of any kind on or about the Condominiums. The Co-Owner may post one(1) For Sale sign, either by owner or by registered real estate agent in the "finger area." There shall be no For Sale signs in the front of the complex or at any side entrances. There shall be no For Sale signs posted on the garage, building or windows. There shall be no attachments to the sign except for the day of an open house where applicable."

6. Article V, Section 8(i) shall be completely stricken and replaced with the following: " A Co-Owner shall not place or cause to be placed in public hallways, walkways, parking lots or other common areas, or common facilities any furniture, packages or objects of any kind. The public walkways shall be used for no other purpose other than for normal transit through them with the following exceptions.

A Co-Owner shall be permitted to decorate on the exterior on the following holidays: Christmas, Chanukah, Kwanza, Easter and Halloween. Easter decorations are allowed a week prior to Easter and must be taken down no later than one week after Easter. Halloween decorations may be displayed two weeks prior to Halloween and must be taken down by November 2nd each year. Christmas/Chanukah/Kwanza decorations may be displayed after Thanksgiving and must be taken down by January 6th. It will be acceptable to display the American Flag at any time."

7. Article V, Section 11 shall be amended to add a third paragraph as follows: "Notwithstanding the foregoing, a Co-Owner may request written approval from the Board of Directors to make alterations to a patio, slab or deck, upon written submission of detailed plans, drawings and specifications of said alteration and any

required approvals from governmental, zoning or permitting authorities. Any Co-Owner allowed to make any said alteration shall become solely liable and responsible for the future maintenance, repair and upkeep of said area, improvement or structure, and agrees to indemnify and hold harmless the Board of Directors, Council of Co-Owners or their agents, successors or assigns from any and all liability and damage as a result of said alterations or improvements. Said Co-Owner shall also indemnify the foregoing parties for all costs of litigation, including reasonable attorneys fees to enforce this indemnification provision or for any violation of the terms of the approval granted, including Co-Owners failure to maintain and repair.”

WITNESS that the above stated Amendments, additions and deletions to the By-Laws effective upon recording, were approved upon the proper vote of the requisite fifty-one percent (51%) of interest of the Council of Co-Owners and its respective Board of Administration at a meeting called for this purpose identified and required in Article IX of the By-Laws and with proper notice to mortgagees. All other provisions in the By-Laws not specifically amended, added or deleted herein, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness the signature of the President and Secretary of the Board of Directors for and on behalf of the Council of Co-Owners, the day and year first above written.

COUNCIL OF CO-OWNERS OF
HURSTBOURNE RIDGE CONDOMINIUMSBy Ernest Bell Jr.
Ernest Bell, Jr., PresidentBy M. Eileen Kremer
M. Eileen Kremer, Secretary

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 11 day of Nov 2003, by Ernest Bell Jr. as President and M. Eileen Kremer as Secretary of the Board of Directors of Hurstbourne Ridge Condominiums for and on behalf of the Council of Co-Owners.

My commission expires: 8.9.04.

Michelle Bruner
NOTARY PUBLIC, KY STATE-AT-LARGE

INSTRUMENT PREPARED BY:

Richard V. Hornung
RICHARD V. HORNUNG
HEBEL & HORNUNG, P.S.C.
6511 Glenridge Park Place, #1
Louisville, KY 40222
(502)429-9790

Document No.: DN2004009758
Lodged by: HEBEL & HORNUNG
Recorded On: 01/20/2004 01:27:13
Total Fees: 16.00
Transfer Tax: .00
County Clerk: ROBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: TERHIG

END OF DOCUMENT

AMENDMENT TO BY-LAWS
FOR
HURSTBOURNE RIDGE CONDOMINIUMS

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COUNCIL OF CO-OWNERS OF
HURSTBOURNE RIDGE CONDOMINIUMSBy Ernest Bell Jr.
Ernest Bell, Jr., PresidentBy M. Eileen Kremer
M. Eileen Kremer, SecretarySTATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 11 day of Nov 2003, by Ernest Bell Jr. as President and M. Eileen Kremer as Secretary of the Board of Directors of Hurstbourne Ridge Condominiums for and on behalf of the Council of Co-Owners.

My commission expires: 8.9.04

Michael D. Bruner
NOTARY PUBLIC, KY STATE-AT-LARGE

INSTRUMENT PREPARED BY:

Richard V. Hornung
RICHARD V. HORNUNG
HEBEL & HORNUNG, P.S.C.
6511 Glenridge Park Place, #1
Louisville, KY 40222
(502)429-9790

Document No.: DN2004009758
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END OF DOCUMENT