

TWENTY FIRST AMENDMENT TO MASTER DEED
OF
THE SANCTUARY CONDOMINIUMS

The Sanctuary Condominiums Council of Co-Owners, Inc., hereby gives notice this 30th day of JUNE, 2014, of its adoption of the following amendment to the Master Deed of The Sanctuary Condominiums, the original Master Deed being recorded in Deed Book 7736, Page 206, in the office of the County Clerk of Jefferson County, Kentucky, and as further amended in the Clerk's office aforesaid, all of which are collectively referred to herein as the "Master Deed".

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners of the Sanctuary Condominiums (the "Council") wish to amend the Master Deed to prohibit the leasing or rental of any Unit of the Association as set forth more particularly herein; and,

WHEREAS, this amendment was adopted by a vote of the Board of Directors and more than 50% of the Owners of the Common Elements at a duly called meeting of Unit Owners as attested below by the Secretary.

NOW, THEREFORE, the Master Deed is hereby amended as follows and no further:

Article XI, Paragraph A is amended to include the following sub-paragraph:

1. 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, b) the owner is moving to a nursing home for medical reasons, 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, or d) if the Unit is owned by a limited liability company or other legal entity, it may lease the Unit back to the member/owner of the LLC, provided that the "renter" is the "occupier" as well as the "renter", and that the member/owner of the LLC, as the renter, is also responsible for all dues and assessments that are voted upon, assessed and set forth by the Sanctuary Board and Unit owner members. If any of these four circumstances exist, then an owner or his or her personal representative may lease said Unit provided that:
 - a) Any lease of said Unit shall be in writing and a copy of said lease shall be delivered to the Board for its pre-approval no later than ten days prior to the time the term of the lease is to commence;
 - b) Any such lease shall be consistent with the provisions of the Master Deed, the Bylaws of the Association, and the rules and regulations of the Association, all of which as may be amended from time to time;

- c) Such lease shall be for a term of no more than one year and shall not contain any provision for renewal or extension, the intent of this amendment to allow one year only for the rental of a Unit as an accommodation to the Unit owners in the situations as enumerated above. Subsequent lease terms may be permitted provided the same circumstances which existed prior to the first leased term still exists and any such extension or subsequent lease term shall be subject to prior approval by the Board;
- d) The Board shall have the power to terminate such lease and/or bring proceedings to evict any tenant in the name of the landlord in the event of any default by the tenant in the performance of the lease or if the tenant violates any of the restrictions contained in the Master Deed, Bylaws, or project rules of the Association. Such action may be commenced without any prior notice of such default by the tenant and the Unit owner shall be responsible for the payment of all sums due the Association, including the reasonable attorney fees incurred by the Association in enforcing this provision.

The Master Deed is amended as set forth above and no further, and is restated and incorporated herein by reference.

WITNESS my hand this 30TH day of June, 2014.

THE SANCTUARY CONDOMINIUMS
COUNCIL OF CO-OWNERS, INC.

By: 
PRESIDENT, BOARD OF DIRECTORS

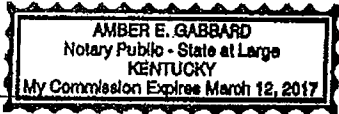
VERIFIED STATEMENT AND CERTIFICATION

I hereby verify and certify that this Amendment has been adopted in conformity with all amendatory requirements of the Master Deed, Article XIV.


COUNCIL SECRETARY

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 30th day of June, 2014, Jim Whitworth and Rose Fortman, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed.



My Commission Expires: _____

Amber E. Gabbard
NOTARY PUBLIC, State-at-Large, Kentucky

THIS INSTRUMENT PREPARED BY:

[Signature]
RICHARD V. HORNUNG
HEBEL & HORNUNG, P.S.C.
6511 Glenridge Park Place #1
Louisville, Kentucky 40222
(502) 429-9790

Document No.: DN2014081036
Lodged By: HEBEL & HORNUNG
Recorded On: 07/08/2014 03:27:59
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: TERHIG

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