



TROON HOMEOWNERS ASSOCIATION INC.

Louisville, KY 40245
Updated: February 2010

Community Handbook and
Administrative Documents

A Note about Condominium Living

Condominium living is different from owning or renting a single dwelling home or apartment because of the dual nature that comes with Unit Ownership. Condominium owners hold ownership over their respective units but each one shares responsibility for the operating costs and maintenance of the shared elements in the property. By choosing to live in a condominium, you are choosing to accept and follow the standard rules and regulations unique to Troon. Basically when you buy a condo, you do not own the land beneath the building, you simply share an interest in it. You own the space between the walls of your unit, and share ownership of the common areas with other owners.

Since condominium living requires a community approach to living we all need to:

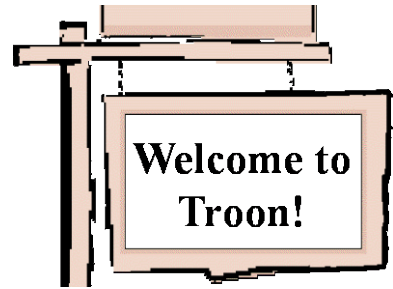
- Follow the rules set out in the documents of this handbook
- Ask questions before you act if you are unsure about a rule
- Support community efforts to keep our neighborhood safe and beautiful
- Keep informed through the periodic newsletters, annual meeting information and website
- Treat your neighbors with respect and courtesy
- Consider volunteering for something of interest that will serve your community

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Chapter 1



Welcome to Troon

Welcome to Troon! We are so glad you chose to live in our neighborhood. To help you adjust to our community we've prepared this handbook to guide you through the transition, assist you in learning the project rules, and provide helpful information about your unit and the condominium association.

If you have any questions feel free to contact our property management company or any of the current board members.

FIRST THINGS FIRST! PLEASE TAKE THE TIME TO:

Contact the Troon property management company to find out how to pay your monthly maintenance dues and provide them with:



- Your name, address and phone number for their records
- A copy of your deed
- Name and address of your mortgage company, if any
- Request a Troon Homeowners Handbook from the property management company if the previous homeowner did not leave the book for you. (There is a small fee associated with this request for photocopying services.)
- Request a key to the pool and community center if the previous owner did not hand over the keys.

MOVING REMINDERS:

- Send change of address to: Post office (give forwarding address), charge accounts and credit cards, subscriptions (change notice requires several weeks), and friends and relatives.

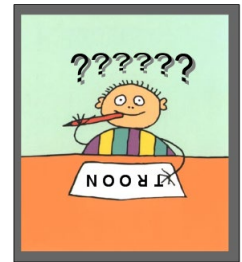


- Contact gas, electric, cable TV, newspaper, and telephone companies in new location to arrange for immediate service. (Water, sewer, and trash pick-up services are provided by the Troon Homeowners Association.)
- Contact your insurance representative to provide proper coverage for your personal belongings and interior improvements to your unit. Your maintenance fees include coverage on the structure and exterior improvements of your condominium. **Send a copy of your declaration page to the Troon Property Management Company.**
- Discontinue deliveries, electricity, water, gas, newspapers, and garbage collection, etc., at your previous residence.
- Transfer car title registration, if necessary, as well as driver's license and motor club membership.
- Check on personal items that may be at the photo shop, bank safe deposit box, neighbor's house, on lay-a-way or in the repair shop (e.g., shoes, jewelry, small appliances or clothing).

Chapter 2

Answers to Commonly Asked Questions

1. **What does the Homeowners Association Control?** The Association controls the exterior of all condos as well as driveways, streets, lawns, landscaping, pool and community center. Basically, you control the inside of your condo and the patio areas, where applicable.
2. **Who controls the Association?** The owners of the condominium control the Association as specified in the bylaws. Every unit, whether one or more owners, has one vote in determining Association policies and procedures. Once each year all owners will be invited to the “Annual Meeting.” At this meeting owners will elect a Board of Administration (THOA Board) who will oversee the operation of the Association as specified in the bylaws.
3. **What services are provided by the Association?**
 - * Lawn care including grass cutting, weed & feed, mulching, shrub trimming and edging
 - * Landscape maintenance including trimming and fertilizing and seasonal flowers at the community center
 - * Snow removal for roadways and driveways (see annual fall newsletter for specifics)
 - * Operation and maintenance of the Community Center and pool
 - * Lighting at the entrance and streetlights
 - * Insurance for structures, excluding interior improvements and any residents’ personal belongings
 - * Private trash collection service
 - * Public water and sewer
 - * Maintenance of the exterior of your condo (window cleaning excluded)
 - * Professional management of the Association
 - * Reserves for future roofing and general repairs and replacements
4. **Who determines the amount of the Association fees?** All owners vote annually to approve the Association fees based on a recommendation made by the THOA, assisted by the management company.



5. **How do I pay my Association fees?** You can mail your monthly check to the property management company or you may fill out the documentation for automatic withdrawal from your bank on a monthly basis. Contact the property management company for additional details.
6. **What am I allowed to change on the outside of my condominium?** Nothing! No change may be made to the structure or the common area surrounding your home without the prior written approval of the THOA. Review Chapter 6, *Troon Rules for Outdoor Equipment, Furniture and Landscaping* for additional information.
7. **Who do I call if I have questions or need to report a problem with my condo?** Contact the property management company. See your latest phone directory or Chapter 3 for contact information.
8. **Am I allowed to take guests to the Community Center and pool?** You may bring up to 4 guests to the community center and pool. All guests must be **accompanied by an owner or resident at all times**. The exercise equipment and room is reserved for **residents only**. If you wish to have a private party in the Community Center, contact the property management company for rental information and reservations. The pool may not be used for private parties.
9. **What are the rules for pet owners?** All pets must be kept on leashes at all times. Residents are required to clean up pet waste immediately regardless of the location. We have a limit of two small pets or one medium to large size domestic pet.
10. **May I add a storm door at my main entry?** Yes, but you must make a request in advance and must comply with the style and color required by the Association.
11. **May I add landscaping shrubs or trees?** No. You must make a request through the property management company to obtain permission to add any landscaping except flowers. See Chapter 6, *Project Rules* and *Troon Rules for Outdoor Equipment, Furniture and Landscaping*.
12. **May I use the guest parking areas located throughout the community?** You may not use those spaces for your personal parking. Parking in those areas is limited to guests for a short period of time. See *Project Rules* in Chapter 5.

Chapter
3

Property Management Company



Mulloy Properties, Inc.
Troon Contact is Ted White

Phone: 502-618-5900 office number
502-292.4042 Ted's direct number

Fax: 502-292-4111

www.mulloyproperties.com

Email: twhite@mulloyproperties.com

Location and mailing address:
8303 Shelbyville Rd.
Louisville, KY 40222

Chapter 4

Do's and Don'ts

1. **DO** remember each fall to disconnect your outdoor hose and turn off the outside water before the first freeze. The outside water shut off is usually located in your laundry room by the water heater.
2. **DO** pick up after your pet. Remember to carry bags with you to dispose of the waste.
3. **DO** keep your pet on a leash at all times.
4. **DO** stay with any guests you bring to the pool. An owner must be present at all times with their pool guests.
5. **DO** remember that according to the Health Department, unless there is a licensed lifeguard on duty, only 5 people can be in the pool at any given time and no one may be in the pool unless there is one other person in the pool area.
6. **DO** keep your garbage cans in your garage except on garbage collection day which is every Wednesday, except during the following holiday weeks when the garbage will be picked up on Thursday.
 - New Years
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Thanksgiving
 - Christmas
6. **DON'T** use the guest parking areas for your "driveway" They are reserved for guests and we don't want our community to have the appearance of a parking lot!
7. **DON'T** allow Community Center party rental guests to use the pool or enter the gate into the pool area. Guests present during a party for which the Community Center was rented are not allowed into the pool area.


 A graphic consisting of a grey square. At the top, the word "Chapter" is written in a bold, black, sans-serif font. Below it, the number "5" is written in a large, white, sans-serif font, centered within the square.

Chapter 5

Project Rules

Revised August 2009

The Troon Homeowners Association Board of Administration of the Council of Co-Owners (referred to as the "Board"), under authority conferred by both the Master Deed for Troon and the By-Laws of the Troon Homeowners Association, Inc., adopted the following Project Rules for the community.

Definitions:

Board: The term "Board" includes the Board and the management agent where such authority is delegated by the Board to the management agent.

Unit Owner: The term "Unit Owner" shall be intended to apply to the Unit Owner of any Condominium Unit, to his tenants in residence, and to any guests, invitees or licensees of such Unit Owner.

Common Elements: The foundations, main wall, roofs, and entrances and exits or communication ways; the grounds landscaping, roadways, parking areas, and walkways; the compartments and installations for central services; all other devices or installations existing for common use; and all other elements of the buildings rationally of common use or necessary to their existence, upkeep, and safety.

Limited Common Elements: Those common elements which are agreed upon by all of the Co-Owners to be reserved for the use of a particular Unit or number of Units to the exclusion of other Units such as sidewalks, patios, driveways, decks and utilities common to the unit of a particular building and the like.

Project Rules:

Miscellaneous:

1. **Insurance:** In compliance with Section N of the Master Deed of Troon, each Unit Owner shall provide the Board of Administration with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect and shall furnish a copy of each renewal thereof.
2. **Maintenance Fees:** Monthly maintenance fees are due on the 1st of every month. There shall be a 10% late payment penalty assessed on any payment made on or after the 16th day of each month and another 10% penalty assessed each thirty days thereafter. Monthly fees are not subject to credit or set-off without prior approval of the Council of Co-Owners. Mail the maintenance fee to the Property Management Company or sign up with them to have the payments automatically withdrawn from your personal bank account.
3. **Violation of Law:** Nothing shall be done or maintained in any Condominium Unit or upon any common elements which would be in violation of any law.
4. **Offensive Activity:** No noxious or offensive activity shall be carried on within or outside any Condominium Unit, nor shall anything be done or be permitted to remain in any Condominium Unit or on the common elements which may be or become a nuisance or annoyance to the other Unit Owners.
5. **Noise:** Unit Owners and guests shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their Condominium Unit sufficiently reduced at all times so as not to disturb other Unit Owners in any building.
6. **Fire Hazards:** Unit 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. Unit Owners shall not keep any gasoline or other explosives or highly flammable material in the premises.
7. **Attire:** All persons shall be properly attired when present on any of the common elements.
8. **Deliveries:** Employees and agents of the Board are not authorized to accept packages, keys, money or articles of any description from or for the benefit of the Unit Owners.
9. **Damages:** Any damage to the equipment, facilities or grounds of the common elements caused by a Unit Owner, his family, guests, or pets shall be repaired at the expense of the Unit Owner.

Garbage & Debris:

10. **Trash:** No burning of any trash and any unreasonable, unsightly or offensive smelling accumulation or storage of litter, new or used building materials, garbage or trash of any other kind shall be permitted within any Condominium Unit or upon any common element except where expressly authorized by the Board.

11. **Trash Containers:** Trash and garbage containers shall not be permitted to remain in public view except at garbage pick-up points on scheduled pick-up days.
12. **Debris:** Unit Owners shall not suffer or permit anything to be thrown out of the windows onto the premises or grounds of the common elements or the dusting or shaking of mops, brooms or other cleaning material out of either the windows or the doors of the premises, and shall not permit anything to be placed in or hung from the outside of the windows except as noted in the Troon Rules for Outdoor Equipment, Furniture and Landscaping (Chapter 6).
13. **Sewers and Water Closets:** The water closets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes or other improper articles shall be thrown in them. The cost of repairing any damage resulting from misuses of any of the above shall be borne by the Unit Owner causing the damage.

Storage and Household Items:

14. **Obstruction of Common Elements:** There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board.
15. **Personal property in Common Elements:** No baby carriages, cooking grills, motorcycles, bicycles or other articles of personal property shall be left unattended on the grounds of the common elements.
16. **Entrances:** The entrances, doorways, steps, and approaches shall be used only for ingress and egress.
17. **Temporary Structures:** No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be permitted in the common elements at any time.
18. **Clothing and Laundry:** No clothing, laundry, rugs, wash or any other items shall be hung from or spread upon any window, patio area or exterior portion of a Condominium Unit or in or upon a general common element.
19. **Personal Property Liability:** All personal property placed in any portion of a Condominium Unit or any place, including common elements shall be at the sole risk of the Unit Owner and the Council of Co-Owners shall in no event be liable for the loss, destruction, theft or damage to such property.

Animals and Pets:

20. **Breeding and Boarding of Animals:** The maintenance, keeping, breeding, boarding, and raising of animals, livestock or poultry of any kind, regardless of number is prohibited within any Condominium Unit or upon any common elements, except that this shall not prohibit the keeping of a dog, cat, and caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding.

21. **Pet Restrictions:** Residents are restricted to two small pets or one medium to large size domestic pet. Pets taken outside must be carried or kept on a leash. The owner of such animal(s) shall indemnify the Council of Co-Owners of the Project and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project.
22. **Picking Up After Your Pet:** Each pet owner shall be responsible for cleaning up and removing animal feces from any area of the condominium including all common elements and limited common elements. If a Unit Owner is observed leaving animal feces in these areas a fine of twenty dollars (\$20) per incident will be imposed on that person.
23. **Obnoxious Pets:** If a dog or other animal becomes obnoxious to other Unit Owners by barking or if the pet owner is not picking up feces left by the pet the owner must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Board, shall be required to dispose of the animal.

Parking and Traffic Rules:

24. **Common Elements Parking:** The common elements designated as parking areas are for automobiles only. Automobiles must have current license plates and be in operating condition. No auto repairing shall be permitted on the parking areas. Fully maintained conversion vans, SUV's and RUV's shall be deemed to be an automobile for the purpose of this section.
25. **Guest Parking:** Guest parking areas are reserved for visitors and must not be used by residents to park overflow vehicles. Visitors may use the guest parking areas for a period of two weeks when visiting residents.
26. **Other Vehicle Restrictions:** No buses, trucks, motor homes, trailers or commercial vehicles shall be parked in the parking areas or in driveways, except for vehicles utilized for moving the contents of a unit, and other deliveries not to exceed six (6) hours in duration per one visit. No boats, motorcycles or campers shall be parked or stored in parking areas.
27. **Parking:** Parking so as to block sidewalks or driveways shall not be permitted. Each Unit Owner expressly agrees that if he shall illegally park or abandon any vehicle, he will hold the Board and the Council of Co-Owners of the Project harmless for any and all damages or losses that may ensue.
28. **Parking and Traffic Rules:** All Unit Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense with the cost of moving or towing being added as part of the responsible Unit Owner's maintenance charge. Violators of traffic regulations committed within Troon may be subject to the levy of a fine of up to \$50 per incident by the Board.
29. **Resident Parking:** All vehicles shall be kept in the owner's garage or driveway.

Landscaping:

30. **Planting in the Common Elements:** The planting of plants, flowers, trees, shrubbery, and crops or landscaping of any other type is prohibited in the general common elements without approval by the Board. All plantings within the limited common areas (patios) shall be the responsibility of the Unit Owner. The Council of Co-Owners shall have the authority to properly maintain neglected limited common areas. The costs of such maintenance, after notice to the owner, shall become a special assessment against the affected unit.
31. **Outdoor Rules:** For more specific information about outdoor rules review Chapter 6, Troon Rules for Outdoor Equipment, Furniture and Landscaping.
32. **Personal Property in Common Elements:** No personal property shall be left unattended on the grounds of the common elements (i.e., all areas outside patio fences and building walls including driveways. For a list of what is permissible review Chapter 6, Troon Rules for Outdoor Equipment, Furniture and Landscaping.

Community Center:

33. **Who's Allowed to Use the Community Center:** The Community Center is a private club owned, operated and regulated by Troon. Only residents and their guests are allowed to use the facility. You must comply with the policies and procedures specified below and the rules posted on the premises.
34. **Reserving the Community Center:** To reserve the Community Center you must be a Unit Owner or tenant. You must contact the property management company to check on availability. If the date is available for your function you will be asked to fill out a request contract (see attachment A), agree to the rules and sign and date the form. You must send the contract request along with two checks totaling \$200 (\$100 rental fee plus \$100 refundable damage deposit) to the property management company. The \$100 damage deposit will be refunded after the party if there are no damages. If damage is found to be a direct result of the rental gathering such cost will be paid out of the \$100 deposit. If that amount (\$100) is not enough to fix the damage, the Unit Owner will be required to pay the difference.
35. **Your Responsibilities when Renting the Community Center:**
 - The resident reserving the Community Center must be present at the event and is responsible for the actions of his/her guests while using the facility. Children must be accompanied by an adult at all times.
 - Rental includes only the Community and Sitting Rooms, as well as the bathrooms. The pool, pool deck, card/library and exercise rooms are off limits to guests. Under no circumstances should the gate to the pool be unlocked.
 - You will be required to clean up the facilities at the end of your event (see form for instructions). Following an inspection of the facility and if there is no damage or need

for cleanup, your \$100 deposit will be returned via the property management company.

- The community calendar at the Community Center will be marked with your reservation. During the time of your function, residents will not be allowed access to the party room, however; they will have access to the pool, exercise room, and library.
- The Community Center is reserved for community functions on the following dates and will not be available for rental:

- New Year's Eve
- New Year's Day
- Derby Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Super Bowl Sunday

36. **Smoke Free:** The interior of the Community Center is a smoke free area without exception.
37. **No Pets on Premises:** No pets are allowed on the premises of the Community Center, including the pool area.
38. **Lost or Stolen Articles:** The THOA assumes no responsibility for lost or stolen articles. It is the responsibility of each member and guest to properly secure their valuables.

Exercise Room & Equipment:

39. **Who Can Use the Exercise Room:** The Exercise Room and equipment is for the exclusive use of homeowners and rental tenants. Familiarize yourself with the proper use and operation of the equipment.
40. **Age Restriction:** You must be at least 14 years old to enter the room and use the equipment.
41. **Workout Attire:** Proper workout clothes and shoes must be worn at all times.
42. **Towel:** Bring a towel to wipe perspiration from the equipment.
43. **Time Limit:** There is a 30 minute time limit on each piece of equipment if someone else is waiting to use it.

44. **Food and Drinks:** Food and drinks are not allowed in the exercise room. Water bottles that feature a squirt tube are permitted.
45. **Injuries:** The THOA is not responsible for injuries resulting from the use of the equipment.

Swimming Pool:

46. **Who Can Use the Pool:** The use of the pool is included with your membership in the Association. A Unit Owner or tenant must be in attendance at all times when the pool is in use. A non- Unit Owner/tenant will be considered a trespasser and will be treated accordingly. The pool may not be used by the guests present during the rental of the Community Center.
47. **Age Restrictions:** Children age 16 or under must be under the direct supervision of parents or guardians, or be in the company of a person 18 years of age or older, at all times.
48. **Proper Attire:** A suit designed specifically for swimming is required while using the pool. Loose or dangling jewelry should be removed before entering the pool.
49. **Proper Attire for Infants:** Infants must wear diapers designed for pool use.
50. **Entering the Community Center from the Pool:** Swimmers must dry off thoroughly before reentering the Community Center building.
51. **Food, Non-Alcohol Drinks, Gum & Tobacco Restrictions:** No food, drink, gum or tobacco is allowed other than in specifically designated and controlled sections. All food shall be consumed at the provided tables, and all waste must be removed to trash cans when you leave the eating area.
52. **Alcohol Restriction:** Alcohol is not allowed inside the gated area of the pool. Persons under the influence of alcohol, drugs, or exhibiting erratic behavior will not be allowed in the pool area.
53. **Pool Safety:**
 - Pursuant to the rules of the Metro Louisville Board of Health, no one may be in the pool while alone and no more than 5 persons may be in the pool at any time.
 - No diving, jumping, running, pushing, or horseplay is permitted in and around the pool.
 - No glass, soap or other materials which might create hazardous conditions are permitted in the pool area.
 - Use of the pool by any persons having a contagious disease or infectious condition such as boils, inflamed eyes, ear discharge, excessive sunburn, abrasions, bandages, bunion pads, adhesive tape, or any other condition which has the appearance of being infectious, is not permitted.
54. **Bathing Lotions and Oils:** No lotions or oils are allowed in the pool. Use the outdoor shower to rinse off before entering pool.

Project Rules Revision to Certificate of Adoption (Revised 4/22/09)

The undersigned Troon Homeowners Association Inc., Board of Directors hereby adopts these revised Project Rules on this ____ day of _____, 2009. The new project rules supersede the original document signed by the developer on March 1, 2002.

TROON HOMEOWNERS ASSOCIATION, INC.

Lynn Elsing, President, Troon Homeowners Association Inc.

Chapter
6

Troon Rules for Outdoor Equipment, Furniture, and Landscaping

Planting Locations	What's Appropriate	What's Not Appropriate & /Explanations
<p>Porch Area</p> <p>(Porch area that includes the strip of concrete that extends out from the porch to the 90 degree angle.)</p>	<p>Limited to 5 appropriate porch items as listed below such as:</p> <ul style="list-style-type: none"> • Bench • Chair • Small table • Front door wreath • Plant stand with live flowers • Flower pots with live flowers • Appropriate statue 	<ol style="list-style-type: none"> 1. No whirly-gigs, wind chimes, dog scoops, potted crops/vegetables, or wreaths hanging from porch light. 2. Porches should be aesthetically attractive to the public and neighbors in order to preserve property values.
<p>Mulch Perimeter by Unit Foundation</p>	<p>Limited to 6 appropriate items. Examples of appropriate items:</p> <ul style="list-style-type: none"> • Shepherd hook for bird feeder, flowers or chimes • Gazing globe • Ceramic or cement decoration or statue • Wind chime • Security alert sign • Approved annuals and perennials less than 4' tall • Garden decorations less than 4' tall • Potted plants less than 4' tall • Bird bath, house or feeder • Garden hose holder/carrier 	<ol style="list-style-type: none"> 1. You may not hang anything from your gutters. 2. Unusual plants such as Elephant Ears, sunflowers and like plantings are not approved 3. Vegetables and “crops” are not allowed in this or any location. 4. No stakes for plants less than 4' tall. 5. No whirly-gigs, furniture, dog scoops, or garden flags. 6. All flowers planted are considered as one item. Trellises are not counted as an item. Each flower pot is a separate item. Security signs and hose holders/carriers need not be counted. <p>Flowers added in this location must be purchased and maintained by the homeowner.</p>

Beds with Large Rock	The homeowner may plant only creeping phlox or petunias of any color within the rock area. No other flowers can be planted in this area.	If petunias are planted, the homeowner will be responsible for the removal of those plants at the end of the growing season.
Mailbox Beds	The homeowner may plant creeping phlox of any color around the mailboxes. Areas without the phlox will be mulched by the landscape company.	No plants other than phlox may be planted in this area. Note: If you want phlox in the mailbox area and cannot plant them yourself, please contact someone on the landscape committee.
Mulched Areas Under Trees	The homeowner may plant the following types of perennials under the trees. <ul style="list-style-type: none"> • Evergreen Vinca • Variegated Vinca • Wintergreen No other annuals or perennials are allowed.	These plants do not require high maintenance and they will preserve tree health and remain attractive during all seasons. It will also reduce our need for mulch.
Retaining Wall Areas	The homeowner is authorized to plant Thorndale Ivy or Wave Petunias of any color in these locations.	The cost and maintenance of such plants will be incurred by the homeowner. Objects may not be placed on retaining walls.
Patio Areas	The homeowner may plant around their patio area using the same guidelines as outlined under the 'Mulch Perimeter' rules.	
Yard Area (Outside the sidewalk and mulch perimeter by foundation area)	Homeowners may place a "For Sale" sign no more than 5' from the building. The sign must be no larger than 2' X 3'. Homeowners may also have approved plants around mailboxes, trees, and rock areas in accordance with the restrictions identified in this document.	

			QUICK REFERENCE GUIDE
ITEM DESCRIPTION	ALLOWED?	RESTRICTION	
Artificial Flowers & Trees	Not allowed		
Bird Bath, Bird Houses, and Feeders	Yes, in mulch perimeter by unit.	May not be placed in trees or hanging from gutters. Bird bath size should be in proportion to the space.	
Driveway Decorations	Not allowed	The homeowner may store a garden hose holder or carrier in this area. Grills are also allowed in this area but must be covered when not in use and should be kept in the least conspicuous location.	
Edging (rock, brick, rubber)	Requires approval	May be used only in areas prone to erosion.	
Exterior Attachments	Not allowed	Restriction includes sculptures, fountains, hoses, etc.	

TROON HOMEOWNERS ASSOCIATION INC.

Flower Pots	Yes, on porch, sidewalk, and mulch perimeter by unit foundation.	Empty pots or pots with dead flowers may not be kept during the growing seasons. Pots may not contain vegetables or crops.
Flags - Garden	Not allowed	
Flags - Hanging	Yes, with restriction	The only approved hanging flag is the American Flag.
Grills in Driveway	Yes with restriction	Must be covered when not in use and must be kept in an inconspicuous location.
Gutter/Eve Hangings	Not allowed	
Heat Pots	Not allowed	
Holiday Decorations	Yes, with restriction	<p>Homeowners may decorate the outside of their units using the following rules:</p> <ul style="list-style-type: none"> • Christmas decorations may be up from Thanksgiving until January 7 • Other holiday decorations may be up for no more that two weeks • Decorations are limited to the front door, mulch perimeter by unit foundation, exterior garage light (Christmas only), and Christmas wreaths on outside windows if you use suction cups to apply. • No items may hang from gutters • No holiday inflatable decorations
Landscape Lighting	Yes, with restriction	Lights may only be located inside the mulch perimeter by unit foundation along the sidewalk. Lights should be spaced appropriately and all should work properly.
Mailbox Covers	Not allowed	
Product or Vegetable Plants	Not allowed	
Satellite Dishes	Yes with approval	Requests for approval should be forwarded to MULLOY Properties.

TROON HOMEOWNERS ASSOCIATION INC.

Shrubs and Tree Replacements or Additions	Requires approval	Requests should be made in writing to MULLOY Properties with identification of type of shrub or tree requested and exact location to be planted.
Solar Lights in Roof	Yes with approval	Requests for approval should be forwarded to MULLOY Properties.
Sprinkler Systems	Not allowed	
Trash Receptacles	See restriction	Must be kept inside garage except on garbage pick-up day or evening before.
Whirly Gigs	Not Allowed	
Wreaths	Yes, with restriction	Wreaths may be placed on the front door and during the Christmas holidays, on the outdoor garage light and outside windows. Christmas decorations may be put up at Thanksgiving and must be taken down by January 7.
If it's not listed on this document.....	Please ASK Mulloy Properties, or a board member.	

(Revised February 2009)

Chapter 7

By-Laws for Co-Owners of Troon Homeowners Association Inc.

The following By-Laws shall apply to the above-named condominium project (hereinafter called the "Project"), located on South English Station Road in Jefferson County, Kentucky, as described in and created by Master Deed and Declaration of Condominium Property Regime of Troon at Landis Lakes (hereinafter called the "Master Deed"), recorded in the office of the County Clerk of Jefferson County, Kentucky, at Louisville, and to all present and future owners, tenants, and occupants of any units of the Project and all other persons who shall at any time use the Project.

ARTICLE 1 Membership

Section 1. Qualification. All owners of units of the Troon at Landis Lakes Project shall constitute the Council of Co-Owners (herein called "Council"). The owner of any unit upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such unit ceases for any reason at which time his membership in the Council shall automatically cease.

Section 2. Place of Meetings. Meetings of the Council shall be held in the Project or such other suitable place convenient to the Unit Owners as may be designated by the Board of Administration.

Section 3. Annual Meetings. Annual meetings of the Council shall be held on the third week of October of each year at a time set by the Board of Administration or such other date as may be determined by the Board with notice to the membership.¹ The first such meeting for Unit Owners shall occur following surrender by the Developer of control of the Council and Board of Administration as provided in the aforesaid Master Deed.

Section 4. Special Meetings. Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least 25% of the Unit Owners and presented to the Secretary following surrender of Developer's control.

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every Unit Owner according to the Council's record of ownership at least five (5) days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting, and the purpose therefore in any of the following ways: (a) by delivering it to him personally or (b) by leaving it at his unit in the Project or at his usual residence or place of business or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Council's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any Unit Owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of the Unit Owners shall constitute a quorum and the acts of a majority of the Unit Owners present, in person or by proxy, at any meeting at which a quorum is present shall be the acts of the Council except as otherwise provided herein. The

¹ Amended on October 22, 2008

term "majority of Unit Owners" in these By-Laws means the owners of units of more than 50% of the units in Troon at Landis Lakes.

Section 7. Voting. The owner of each unit shall be entitled to one (1) vote per unit. Votes may be cast in person or by proxy by the respective Unit Owners as shown in the record of ownership of the Council. Any executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Council for any unit owned or controlled by him in such capacity whether or not the same shall have been transferred to his name in the Council's record of ownership provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such unit in such capacity.

Section 8. Proxies and Pledges. The authority given by any Unit Owner to another person to represent him at meetings of the Council shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing, filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale or lease of any unit or interest therein, a true copy of which is filed with the Board through the Secretary, Administrator or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 9. Adjournment. Any meeting of the Council may be adjourned from time to time to such place and time as may be determined by majority vote of the Unit Owners present whether or not a quorum is present without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE II

Board of Administration

Section 1. Number and Qualifications. The affairs of the Council and the Project shall be governed by a Board of Administration composed of at least three (3) persons, all of who shall be owners. The Board members shall serve without compensation unless otherwise authorized by the Council of Co-Owners.

Section 2. Powers. The Board of Administration shall have all powers necessary for the administration of the affairs of the Council and may do all such acts and things therefore as are not by law, the Master Deed or these By-Laws directed to be exercised or done only by the Unit Owners.

Section 3. Election and Term.

(a) Interim Directors. Interim Directors shall be elected to work with the Board of Administration during the period the Board remains under the direct control of the Developers.

Within sixty (60) days after conveyance and closing of thirty-five percent (35%) of the maximum number which the Developer may create on Phase I of the Development at least one (1) Director and not less than twenty percent (20%) of the Directors of the Board shall be elected by Unit Owners other than Developer.

Within sixty (60) days after conveyance and closing of seventy percent (70%) of said maximum number of units to Unit Owners other than Developer, not less than forty percent (40%) of the Directors of the Board shall be elected by Unit Owners other than Developer.

After conveyance and closing of ninety percent (90%) of the maximum number of units which the Developer may create, the Unit Owners shall be entitled to take control of the Board of Administration. Within sixty (60) days after the Unit Owners other than Developer are entitled to elect Directors, or sooner if Developer has elected to accelerate such event, the Association shall call and give not less than ten (10) days nor more than fifty (50) days notice of a meeting of the Unit Owners to elect Directors of the Board. In accordance with the provisions of subsection (b) hereunder, the meeting may be called and notice given by any Unit Owner if the Association fails to do so.

- (b) Election and Term. Election of Board members shall be by ballot with one vote per office cast at each election at each annual meeting and any special meeting called for that purpose. The selection of directors may be done by a written ballot mailed to every owner of record and returned by a date certain as determined by the Board. Directors shall hold office for a period of two (2) years and until their respective successors have been elected, subject to removal as herein provided. Provided, however, at the annual meeting of the Council of Co-Owners in the year 2004, three (3) directors shall be chosen by ballot with the two (2) directors receiving the largest number of votes to serve a term of two (2) years and the next succeeding director in terms of the number of ballots cast shall serve a term of one (1) year. Subsequent elections after 2004 shall serve a term of two (2) years except for the filling of vacancies in an unexpired term.

The size of the Board may be increased or decreased from time to time upon the affirmative vote of three-fourths (3/4) of all Unit Owners provided that said Board shall not be less than three (3) in number.

Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified.

Section 4. Vacancies. Vacancies in the Board of Administration caused by any reason other than removal of a director by the Council shall be filled by vote of a majority of the remaining directors even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Council. Death, incapacity or resignation of any director or his continuous absence from the State of Kentucky for more than six (6) months shall cause his office to become vacant.

Section 5. Removal of Board Members. At any regular or special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by vote of a majority of Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meeting. An organizational meeting of the Board of Administration shall be held at the place of and immediately following each annual meeting of the Council, and no notice shall be necessary to any Board members in order validly to constitute such meeting provided that a majority of the whole Board shall be present. At such meeting, the Board shall elect the officers of the Council for the ensuing year.

Section 7. Regular Meeting. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each Board member, personally or by mail, telephone, telegraph, at least one day prior to the date of such meeting.

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

Section 9. Waiver of Notice. Before or at any meeting of the Board of Administration any Board member may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting shall be waiver of notice to him of such meeting. If all the Board members are present at any meeting of the Board, no notice thereof shall be required.

Section 10. Quorum of Board. At all meetings of the Board of Administration, a majority of the total number of members of the Board shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Administration may require that all officers, employees, and agents of the Council handling or responsible for its funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

Section 12. Other Duties. The Board shall give timely notice to the holder, insurer or guarantor of a mortgage on any unit of:

- a. any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- b. any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- c. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners, association; and,
- d. any proposed action that requires the consent of eligible mortgage holders.

ARTICLE III

Officers

Section 1. Designation. The principal officers of the Board shall be a President, a Vice-President, a Secretary, and a Treasurer who shall be elected by the Board of Administration. The offices of Secretary and Treasurer may be combined in one person. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officer as in its judgment may be necessary.

Section 2. Election and Term. The officers of the Board shall be elected annually by the Board of Administration at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Administration and his successor elected at any regular meeting of the Board or any special meeting.

Section 4. President and Vice-President. The President of the Board shall be the Chief Executive Officer of the Council and shall preside at all meetings of the Council and the Board of Administration. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Council. He shall also have such other powers and duties from time to time as deemed necessary by the Board. The Vice-President shall so serve in the absence of the President.

Section 5. Secretary. The secretary shall attend and keep the minutes of all meetings of the Council and of the Board of Administration, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all units, and have charge of such books, documents, and records of the Council as the Board may direct.

Section 6. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Council, prepare regular reports thereof, and be responsible for the proper deposit and custody in the name of the Council of all funds and securities.

Section 7. Auditor. The board may appoint annually an accountant or accounting firm as auditor who may not be an officer of the Council nor own any interest in any unit to audit the books and financial records of the Council.

ARTICLE IV

Administration

Section 1. Management. The Board of Administration shall at all times manage and operate the Project and have such powers and duties as may be necessary or proper therefore including, without limitation, the following:

- (a) Supervision of the immediate management and operation of the Project;

- (b) Inspection, maintenance, repair, replacement, and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance, and replacement of any equipment provided for all water and utility services required for the common elements;
- (d) Provision at each unit of all water, sewer, electricity, and such other utility services and utilities as the Board shall deem necessary either at the expense of such unit or as a common expense as determined by the Board;
- (e) Employment, supervision, and dismissal of such personnel as may be necessary for the maintenance and operation of the Project;
- (f) Preparation at last sixty (60)² days before each fiscal year of a proposed budget and schedule of assessments for such year;
- (g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (h) Purchase and maintenance of all policies of hazard and liability insurance for the Project required by the Master Deed and such other insurance and bonds as may be required or authorized by the Master Deed, the Council or the Board;
- (i) Notification of all persons having any interest in any unit according to the Council's records of ownership of delinquency exceeding thirty (30) days in the payment of any assessment against such unit;
- (j) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules, fines, and charges in regard thereto;
- (k) Supervision of use of the common elements including use of Limited Common Elements which includes adoption and enforcement of Project rules and enforcement of the provisions of the Master Deed and these By-Laws.
- (l) The right to establish monetary fines for the purpose of enforcing the Project Rules, the Master Deed, and the By-Laws of the Association. Fines shall become enforceable upon thirty (30) days written notice to the offending owner.

Section 2. Managing Agent. The Board of Administration may employ from time to time a responsible Managing Agent or Administrator to manage and control the Project subject at all times to direction by the Board with all the administrative functions set forth specifically in preceding Section 1 and such other powers and duties and at such compensation as the Board may establish.

Section 3. Representation. The President or Managing Agent, subject to the direction of the Board of Administration, shall represent the Council or any two or more Unit Owners similarly situated as a class in any proceeding affecting the Council, the common elements or more than one unit, and may participate in such proceedings without limiting the rights of any Unit Owners to participate individually.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts, and other instruments shall be signed on behalf of the Council by such person or persons as shall be provided by general or special resolution of the Board of Administration, or in the absence of any such resolution of the Board of Administration, or in the absence of any such resolution applicable to such instrument, by the President or the Treasurer.

ARTICLE V

Obligations of the Unit Owners

Section 1. Assessments. All Unit Owners shall pay to the Board of Administration, or if a Managing Agent is appointed, to the Managing Agent, the initial deposit equal to two (2) months assessments at the rate then in effect due at closing as an initial contribution (not as a credit to future payments) to the common expenses assessed by the Homeowner's Association and for the purpose of purchasing common area furnishings,

² Amended on October 22, 2008

equipment, supplies and other approved Association expenditures; and, in advance, on the first day of each and every month the monthly assessments against their respective units for common expenses of the Project in accordance with the Master Deed. The assessment is delinquent if not received on or before the first day of the month that it is due. In the event any Unit Owner is delinquent in the payment of any monthly assessment for a period in excess of fifteen (15) days, a penalty of 10% of the delinquent assessment shall be payable for each month of delinquency beginning with the initial month. Without exception, the assessment levied hereunder for the benefit of the Association is not subject to credit or set-off unless authorized by the Council of Co-Owners. In addition, the Board may from time to time post in a conspicuous place upon the common elements the names of such delinquent Unit Owners and the delinquent amounts.

Section 2. Maintenance of Units. Every Unit Owner shall at his own expense and at all times repair, maintain, and keep his unit including, without limitation, all garages, patio, deck and outside wood stair³ areas along with all internal installations therein such as water, electricity, telephone, sewer, sanitation, air conditioning, lights, and all other fixtures and accessories belonging to such unit, and the interior decorated or finished surfaces of all walls, floors, ceilings of such unit in good order and condition except as otherwise provided by law or the Master Deed, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work, and in case of such failure after reasonable notice to perform shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Administration or the Managing Agent. In addition, each Unit Owner shall keep clean all interior and exterior windows and patio areas even though such items are a part of the general or limited common elements. Every and occupant shall reimburse the Council promptly on demand for all expenses incurred by the Council in repairing or replacing any loss or damage to the common elements where caused by such owner or occupant or by their guests or members of their households or incurred for cleaning or repairing appurtenant limited common elements. They shall give prompt notice to the Board of Administration or Managing Agent of any loss or damage or other defect in the Project when discovered.

Section 3. Use of Project.

- (a) All units of the Project shall be used only for one-family residential unit purposes. Only one unit may be owned by one person or organization for the purposes of rental and no rental agreement shall be for a term of less than one year, except upon review and approval of the lease by the THOA board. A copy of the lease for any rental must be filed with the THOA Property Management Company.⁴
- (b) All common elements of the Project shall be used only for their respective purposes as designed.
- (c) No Unit Owner or occupant shall place, store or maintain in the common element any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.
- (d) Every Unit Owner and occupant shall at all time keep his unit and any limited common element appurtenant thereto (including all windows, garages, and patio areas) in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority, the Council of the board of Administration applicable to the Project.
- (e) No Unit Owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his unit or the Project nor alter or remove any furniture, furnishings or equipment of the common elements.
- (f) No Unit Owner or occupant shall erect or place in the Project any structure including fences, walls, and patios or make any additions or alterations to any common elements (including limited common elements) of the Project except as may be permitted in the Master Deed and except in accordance with plans and specifications including a detailed plot plan prepared by a licensed architect, if required by the Board, unless approved by the Board of Administration, which approval may be given with accompanying restrictions as to the Unit Owner's duties of maintenance repair, and replacement of such improvements and any common elements affected thereby.

³ Amended on October 22, 2008

⁴ Amended on October 22, 2008

- (g) No signs, posters or bills may be placed or maintained in the Project unless approved by a majority of Unit Owners except that an owner may place and maintain a "FOR SALE" or "FOR RENT" or similar type sign not more than five (5) feet in front of his unit for a reasonable time not to exceed 3 feet by 2 feet in size.
- (h) No Unit Owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his unit except in accordance with standards therefore established by the Board of Administration or specific plans approved in writing by the Board which standards or approval may be given with accompanying restrictions as to the Unit Owner's duties of maintenance, repair, and replacement of such decorating or landscaping and any common elements affected thereby. A Unit Owner may garden and landscape his patio area only after obtaining Board approval provided that the Council shall not be responsible for any damage thereof resulting from its lawn maintenance.
- (i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions, and amplifiers that may disturb other occupants.
- (j) No garments, rugs or other objects shall be hung from windows or facades of the Project or in other areas.
- (k) No rugs or other objects shall be dusted or shaken from windows of the Project or cleaned by beating or sweeping on any exterior part of the Project.
- (l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project except in the areas provided for such purpose.
- (m) No livestock poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Project. Dogs, cats, and caged animals or birds shall be allowed subject to regulation by the Board including regulations as to the number thereof.
- (n) No Unit owner or occupant shall without the written approval of the Board of Administration install any wiring for electrical or telephone installations, machines or air conditioning units or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows or roof thereof.
- (o) Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roof thereof or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Council.
- (p) The Developer of the Project or its agent shall have the right to maintain and show units including the maintenance and showing of model units. A Unit Owner or his agent shall have the right to show his unit at reasonable times of the day for the purpose of sale or lease.

Section 4. Project Rules. The board of administration may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Project not inconsistent with any provisions of law, the Master Deed or these By-Laws.

Section 5. Expenses of Enforcement. Every Unit Owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provisions of the Master Deed, these By-Laws and Project Rules, including the imposition of any fine imposed under Article V, Sub-Paragraph (l), against such owner or any occupant of such unit.

Section 6. Record Ownership. Every Unit Owner shall promptly cause to be duly recorded 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.

Section 7. Mortgage. Any Unit Owner who mortgages his unit, or any interest therein, shall notify the Board of Administration of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board of Administration or Managing Agent at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessment against such unit then due and payable.

ARTICLE VI
Miscellaneous

Section 1. Amendment. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Master Deed by vote of 60% of the Unit Owners (as defined in the Master Deed) at any meeting of the Council duly called for such purpose.

Section 2. Indemnification. The Council shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a Board member except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith in his conduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Council is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall be exclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Council or Board of Administration to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

Section 4. Inter-Council Association. By action of the Board of Administration, the Council of Co-Owners of Troon at Landis Lakes may participate in and contract with other such boards and councils of condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

Section 5. Enforcement. Violation of the provisions of the Master Deed, these By-Laws or any Project rules may be remedied in any court of law or equity having jurisdiction thereof by the Council of Co-Owners, its Board of Administration or Managing Agent or administrator, or any Unit Owner or owners entitled to relief with the remedies available to such person or persons including damages, restraining order, injunction, accounting, lien enforcement, and specific performance or any combination thereof.

Section 6. Developer's Rights. During the period of control of the Project by the Developer, it shall have the right to enforce the provisions of the Master Deed, By-Laws, and Project rules as set out immediately above and in Article V, Section 5 of these By-Laws.

Certificate of Adoption

The undersigned Troon Homeowner's Association President, based on a vote at the October 22, 2008 Annual Meeting, hereby adopts the foregoing as the By-Laws of the Council of Co-Owners of the Troon Homeowner's Association on this 22nd day of October, 2008.

BY: _____

Lynn Elsing, President Troon Homeowner's Association



Master Deed for Troon

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**MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF**

TROON AT LANDIS LAKES

WKB LOUISVILLE, LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer"), declares this as its plan for ownership in condominium of certain property on South English Station Road in Jefferson County, Kentucky, more particularly described on **EXHIBIT A** attached hereto and made a part hereof as if fully described herein.

BEING identified as Tracts 1 and 2 of the same property conveyed to the Developer by deed dated January 19, 2001, of record in Deed Book 7579, Page 113, in the Jefferson County, Kentucky Clerk's Office.

BEING Tract 1 and Tract 2 as shown on the Minor Subdivision Plat (the "Plat") prepared by Land Design & Development, Inc., prepared by David Winkler PLS #3492, dated December 15, 2000 and approved by the Louisville and Jefferson County Planning Commission on January 11, 2001 Docket #007-01, attached hereto and made a part hereof (collectively, the "Property").

Together with the right to use as a perpetual easement appurtenant to the Property, which shall run with the land for the benefit of both Tract 1 and Tract 2, that certain variable drainage easement as described in, and shown on the plat attached to, deed of easement of record in Deed Book 7579, Page 113, in the Office of the Clerk of Jefferson County, Kentucky (the "Adjacent Drainage Easement").

BEING a portion of the same property conveyed to FHC, a Kentucky joint venture, from Canfield Properties, Inc. by deed dated September 8, 2000 of record in Deed Book 7511, Page 44 of record in the Office of the Clerk of the Jefferson County, Kentucky.

WITNESSETH:

In order to create a Condominium Project consisting of the property described

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above and improvements thereon (the "Regime"), to be known as TROON AT LANDIS LAKES, the Developer hereby submits this property and all of the Developer's interest therein to a condominium property regime established under the Condominium Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). In furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants, and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to this Declaration. The provisions of this Declaration constitute covenants running with the land and are binding on and for the benefit of present and future owners, lessees, and mortgagees of any part of the Regime.

A. Definitions. Certain terms as used in this Declaration shall be defined as follows:

1. "Developer" shall mean and include WKB Louisville, LLC and the institutional holder of the Developer's first mortgage which, by exercising its rights under such first mortgage and if it so elects, shall be deemed to have been assigned the Developer's rights hereunder for the purposes of this Declaration, any amendments thereto, the By-Laws, and any other governing documents.

2. "Counsel of Co-Owners" or "Council" means all of the Unit owners acting as a group in accordance with this Declaration, any amendments thereto, the by-laws, and any other governing documents.

3. "Common Elements" means and includes, as provided in KRS 381.810(7):

- (a) The land in fee simple described herein;
- (b) The foundations, main wall, roofs, and entrances and exits or communication ways;
- (c) The grounds, landscaping, roadways, parking areas, and walkways;
- (d) The compartments and installations for central services;
- (e) All other devices or installations existing for common use; and all other elements of the buildings rationally of common use or necessary to their existence, upkeep, and safety.

4. "Limited Common Elements" means and includes pursuant to KRS 381.810(8), those Common Elements which are agreed upon by all of the Co-Owners to be reserved for the use of a particular Unit or number of Units to the exclusion of other Units such as sidewalks, patios, driveways, utilities common to the unit of a particular building and the like.

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5. "Unit" or "Condominium Unit" means the enclosed space in a building having direct access to the Common Elements. The location and extent of each Unit are as shown on the plans of the Regime recorded herewith or to be recorded under Section B of this Declaration. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone, window panes, garbage disposal, storm and screen doors and windows, if any, and other equipment located within or connected to said Unit; the maintenance, repair, and replacement of same being the responsibility of the Unit owner.

6. "Common Expenses" means and includes all charges, costs, and expenses incurred by the Council for and in connection with the administration of the Regime including, without limitation thereof, operation of the Regime; maintenance repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements; any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefore; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability, and other insurance with respect to the Regime; all liabilities incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal, and managerial expenses. Also, "Common Expenses" shall include the cost of operation, maintenance, improvement, and replacement of any recreational facilities and equipment, and shall include amounts incurred in replacing or substantially repairing major capital improvements of the Regime including, but not limited to, roof replacement and road, driveway and parking resurfacing. All of the above shall constitute Common Expenses of the Regime for which the Unit owners shall be severally liable for their respective proportionate shares in accordance with their percentage of common interest. A reserve shall be included in the Regime's Common Expense budget for such capital expenditures.

B. Description of Units. The Regime is hereby divided in two sections. Section I to consist of sixty nine (69) Units which are described as follows:

- 14 each, one story units, each containing approx. 1350 sq. ft., called Abbey
- 14 each, one story units, each containing approx. 1500 sq. ft., called Calumet
- 08 each, one story units, each containing approx. 1800 sq. ft., called Edinburgh
- 08 each, one story units, each containing approx. 1800 sq. ft., called Windsor*
(*note: this unit has walk-out lower level with approx. 1700 sq. ft.)
- 15 each, one and one-half story units, each containing approx. 2018 sq. ft., called Dorchester
(*note: 5 of these units has a walk-out lower level of approx. 915 sq. ft.)
- 10 each, one and one-half story units, each containing approx. 2117 sq. ft., called Coventry*
(*note: 3 of these units have walk-out lower levels with approx. 1480 sq. ft.)

and Section II to consist of fifty two (52) Units which are described as follows:

- 18 each, one story units, each containing approx. 1350 sq. ft. called Abbey
- 18 each, one story units, each containing approx. 1500 sq. ft. called Calumet

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08 each, one story units, each containing approx. 1800 sq. ft., called Edinburgh
08 each, one story units, each containing approx. 1800 sq. ft., called Windsor*
(*note: this unit has walk-out lower level with approx. 1700 sq. ft.)

with the owners of each Unit having a common right to share with the other co-owners in the Common Elements of the Regime in accordance with each Unit's percentage of common interest, representing the total square footage of each Unit of the Regime.

The Developer reserves the right to terminate the Regime project after completion of Section I and is not obligated to proceed with Section II.

The completed Units and Common Elements are shown or designated in plans, recorded in the office of the County Court Clerk of Jefferson County, Kentucky, in Condominium Ownership Book 86, Pages 26 through 27, File 1442 recorded herewith, to be amended from time to time as construction of additional Units in Section I and Section II are completed, which plans and amended plans are incorporated in this Declaration by reference. The Developer reserves the exclusive right to amend this instrument and said plans for the purpose of showing completed Units "as built," without necessity of any Unit owner or other interest holder joining in the amendments; and further reserves the exclusive right to slightly alter the contemplated square footage of Units in order to comply with Kentucky Condominium Statutes relating to percentage ownership based on square footage of a Unit.

C. Common Interest. Each Unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and Common Expenses of the Regime; and shall have this percentage interest for all purposes except voting. The undivided percentage of common interest for each Unit is shown in **EXHIBIT B** attached hereto and made a part hereof by reference.

Recognizing that the square footage of unbuilt Units may be altered as completion of Units progresses (as authorized in Section B above), Developer hereby reserves the right to amend **EXHIBIT B** to show any alteration in square footage of a particular Unit; and as a result thereof and in compliance with Kentucky Condominium Statutes, adjust the percentage of common interest of all Units so that each Unit's percentage is based on its actual square footage as related to the total square footage of all Units of the Regime as built.

D. Easements (including Parking Spaces). The Units and Common Elements shall have and be subject to the following easements:

1. An easement for any maintenance, repair or replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit which facilities are utilized for or serve more than that Unit, said facilities being a part of the

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Common Elements.

2. An easement for ingress and egress for the maintenance, repair, and replacement of any load bearing wall located within a Unit.

3. If any part of the Common Elements encroaches upon any Unit or Limited Common Element, a valid easement for such encroachment, the maintenance, repair or replacement thereof, so long as it continues, shall and does exist. If in the event any building of this Regime shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to reconstruction shall be permitted, and valid easement for such encroachments and of maintenance, repair, and replacement thereof shall exist.

4. An easement for ingress and egress and maintenance in favor of any public utility providing utility service to the Regime and the Units therein for the purpose of maintenance, repair or replacement of the facilities and equipment necessary to provide said service. The utility shall exercise this right in a reasonable manner.

5. An easement in favor of the Council of Co-Owner's exercisable by the Board of Administration and its agents, to enter any Unit and any Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime (including the right to inspect Common Elements), or in the event of emergency for necessary action to prevent damage to any part of the Regime.

6. Existing easements of record affecting the Regime property.

7. In addition, Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter located on the Regime without necessity of authority from any Unit owner, except where such Unit is directly affected.

8. Any parking area or other paved portion of the Regime allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit; provided that garage areas and driveways shall be Limited Common Elements to designated Units, and those Unit owners shall have easements for ingress and egress over necessary portions of the driveway adjacent to the garage.

E. Alteration and Transfer of Interests. The Common Elements (Limited and General) and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Unit owner affected (except where such authority is retained by the Developer), expressed in a recorded amendment to this Declaration. The Common Elements and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Unit even though such elements or easement are not expressly mentioned or

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described in the conveyance or other instrument.

F. Partition. The Common Elements, including Limited Common Elements, shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Condominium Property Law of Kentucky.

G. Restrictions. The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. The Unit shall be used only for residential purposes, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the By-Laws of the Council of Co-owners, or any Regime rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units and the Limited and General Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Units and Club House as models or sales offices.

2. The number of Units owned by one person or organization, for the purpose of rental, may be limited by the Board of Administration.

3. Violation of this Declaration, the By-Laws or any rules of the Regime adopted by the Board of Administration, may be remedied by the Board, or its agents, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief.

H. Council of Co-Owners. The administration of the Regime shall be vested in its Council of Co-owners, consisting of all the Unit owners of the Regime in accordance with the By-Laws of the Council. The owner of any Unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as his ownership of such Unit ceases for any reason at which time his membership in the Council shall automatically cease.

The above paragraph notwithstanding, the administration of the Regime, including the adoption and amendment of By-Laws, adoption of Regime rules, assessment of Common Expenses, and all other matters relating to the governing of the Units of the Regime shall be vested in the Developer until 90% of the Units of the Regime have been sold, or until the Developer elects to surrender this power to the Unit owners, or until September 1, 2004, whichever first occurs; provided, however, except with the written consent of Developer's institutional holder of the first mortgage loan, the deadline date of September 1, 2004 will automatically be extended beyond that date until such time as the first mortgage loan is satisfied and the first mortgage lien released in its entirety. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administration, and shall possess the irrevocable proxy of all Unit owners agreeing to such

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administration by the Developer.

I. Administration of the Regime. Administration of the Regime, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the By-Laws of the Council, and all Regime rules adopted by the Board of Administration. Specifically, but without limitation, the Council shall:

1. Make, build, maintain, and repair all improvements in the Common Elements which may be required by law to be made, for the use of any part of the Regime.
2. Keep all General Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Regime.
3. Substantially repair, maintain, and keep all Common Elements of the Regime in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Regime and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and make good all defects in the Common Elements of the Regime required in this instrument to be repaired by the Council.
4. Except as may be provided herein, in the By-Laws and Regime rules, keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain, and keep them in good order and condition.
5. Observe any setback lines affecting the Regime as shown on the plans herein mentioned.

J. Board of Administration. Administration of the Regime shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section H) who shall be chosen by the Council in accordance with the By-Laws. Said Board shall be authorized to delegate the administration of its duties and powers by written contract to a professional managing agent or administrator employed for the purpose by the Board so long as such contract does not exceed three years in duration and may be canceled by the Board upon thirty days prior written notice. It shall be the duty of the Board to determine annually, subject to the approval of the Council, the estimated Common Expenses of the Regime for the succeeding twelve months, and, having so determined, to make and collect the assessment monthly or quarterly from each Unit owner. Each Unit owner shall contribute in accordance with his percentage of common interest an assessed amount rounded off to the nearest whole dollar. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect.

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K. Waiver of Use of Common Elements. No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. Unpaid Common Expenses Constitutes Lien. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except: (i) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (ii) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its Administrator or agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that thirty days prior written notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such Unit (including any mortgagees) as shown on the Council's records of ownership. The Council shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; and to acquire, hold, lease, mortgage, and convey such Unit. The Council shall also have the power to file suit to recover a money judicial lien enforcement, without waiving the lien securing same.

M. Acquisition at Judicial Sale. Where the mortgagee of a first mortgage of record or other purchaser of any Unit acquires ownership of such Unit as a result of the judicial enforcement of the mortgage, such Unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the judicial sale.

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, in a minimum amount of \$500,000 for each occurrence, and if required by law, Workers' Compensation insurance (hereinafter referred to as "Master Policy"), with respect to the Regime and the Council's administration thereof in accordance with the following provisions.

1. The Master Policy shall be purchased by the Board for the benefit of the Council, the Unit owners, and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the By-Laws (and provisions shall be made for the issuance of appropriate mortgage endorsements to the mortgagees of the Unit owners). The Unit owners shall obtain insurance coverage at their own expense upon their Unit interiors and equipment and personal property including, but not limited to, floor coverings, cabinets, appliances, wall treatments, etc.; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Unit owner's Unit, or in another Unit in the Regime or upon the Common Elements resulting from the negligence of the insured Unit owner, in such amounts as shall from time to time be determined by the Board of Administration, but in no case less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence. The Board and the Unit owners shall use their best efforts to see that all property and

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liability insurance carried by a Unit owner or by the Council shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit owners or the Council and the respective employees, agents, and guests of the Unit owners or the Council as the case may be.

2. All buildings, improvements, personal property, and other Common Elements of the Regime shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, or at least eighty percent (80%) thereof, as determined from time to time by the Board. The Council, acting through the Board, may elect to carry insurance to cover such other perils and from time to time shall be similar in construction, location, and use.

3. The Board shall use its best efforts to see that the liability insurance carried by the Council shall contain cross-liability endorsements or appropriate provisions to cover liability of the Units' owners, individually and as a group (arising out of their ownership interests in the Common Elements), to another Unit owner.

4. All premiums upon insurance purchased by the Council shall be Common Expenses.

5. Proceeds of all insurance policies owned by the Council shall be received by the Board for the use of the Unit owners and their mortgagees as their interests may appear, provided, however, the proceeds of any insurance received by the Board because of property damage shall be applied to repair and reconstruction of the damaged property except as may otherwise be permitted by Section O of this Declaration.

6. Each Unit owner shall be deemed to appoint the Board as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limitation on the generality of the foregoing, the Board, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Council, the Unit owners and their respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit owners and the Regime as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Unit owner for injuries therein, not caused by or connected with the Council's operation, maintenance or use of the Regime.

O. Reconstruction. Where casualty destruction, partial or total, of one or more buildings occurs, arising from events covered by insurance or not, the determination as to reconstruction shall be governed by the Kentucky Condominium Property Law, more

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particularly Section 381.890 of the Kentucky Revised Statutes, as may be amended or supplemented from time to time.

P. Alteration of Project. Restoration or replacement of the Regime (unless resulting from casualty destruction), or construction of any additional buildings (other than those initially contemplated in the Regime), or substantial structural alteration or addition to any building, different in any material respect on the condominium plans of the Regime, shall be undertaken by the Council or any Co-owners only after unanimous approval by the Board of Administration, who shall have the authority to amend this Declaration, with written consent of holders of all liens affecting any of the Units, and in accordance with the complete plans and specifications approved in writing by the Board. Promptly upon completion of such restoration, alteration or replacement, the Board of Administration shall duly record the amendment with a complete set of floor plans of the Regime as so altered, certified as built by a registered architect or engineer.

Q. Maintenance Fund. The Board of Administration shall establish and pay into a Maintenance Fund the initial deposit due at closing and all Common Expense collections from the Unit owners, assessed for and attributable to current expenses and shall pay from such Fund all current Common Expenses of the Regime.

R. Capital Replacement Fund. The Board of Administration shall establish a Capital Replacement Fund and pay into same from month to month that portion of Common Expense collections from the Unit owners, attributable to the Common Expense budget item for capital replacement reserves (not including recreation facilities reserves). For example, if ten percent (10%) of the Common Expense budget for that particular year is assigned to capital replacement reserves, ten percent (10%) of Common Expense collections shall be paid over to the Capital Replacement Fund. Disbursements from this Fund, other than for investment as hereinafter authorized, shall be made only for replacing, or substantially repairing, major capital improvements of the Regime, or for the repayment of indebtedness incurred under Section T, paragraph 2, of this Declaration, approved by the Board of Administration. Fund balances available for investment may be invested by the Board of Administration in interest-bearing securities, mutual funds, and/or saving accounts, so long as such investment is insured by the United States or insured under a program secured by the full faith and credit of the United States.

S. Additional Common Expense Provisions. In addition to the other provisions of this instrument relating to the Regime's Common Expenses, the following requirements and limitations are applicable:

1. The proportionate interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned, but is deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

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2. In the event the Condominium Property Regime herein created shall be terminated or waived, any part of said Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners in their respective proportionate shares.

3. The Developer shall be responsible for the maintenance cost of the Regime, incurred over and above amounts payable to the Maintenance Fund by the Unit Owners, until it transfers control of the Regime as above provided. Thereafter, the Developer shall be liable for assessment for Common Expenses on Units owned by it, of and when occupied.

T. Incurrence and Retirement of Indebtedness. The Council of Co-owners, acting by unanimous vote of the Board of Administration, may borrow money from time to time for the following purposes:

1. To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within six months from anticipated Common Expense income not needed for ongoing operations.

2. To pay cost of reconstruction, major repair, replacement or alteration of the Common Elements incurred under Section O (to the extent not covered by insurance proceeds) and Section P of this Declaration, provided that the repayment of such loan can be amortized over a period of not more than fifteen (15) years and will not require a monthly payment in excess of one/one-hundredth of one percent (.01%) of the total fair market value of all the Units, said fair market value to be determined by use of the values (based upon 100% assessment value) placed on the Units by the Jefferson County Property Valuation Administrator or such other governmental officer as may succeed to his duties as they exist on January 1st of the initial loan year and shall not take into consideration any loss of value arising out of destruction to property being restored from the proceeds of the loan. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Council, acting through its Board of Administration, may pledge, as security thereon, its rights to receive that part of the monthly Common Expenses Income that is necessary to amortize the pay-off of the loan.

U. Voting and Voting Percentages. The term "majority" or "majority of Unit Owners" used herein or in the By-Laws shall mean more than fifty percent (50%) of the owners of the Units except for any amendment to the By-Laws which require a majority of not less than sixty percent (60%). Where a Unit is jointly owned by one or more persons, the vote for the Unit may be cast by one of the joint owners. Where the joint owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided pursuant to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

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V. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

1. In the event of any taking of an entire Unit by eminent domain, the owner of such Unit and his mortgagee(s) and other interest holder shall be divested of all interest in the condominium project. In the event that any condemnation award shall become payable to any owner whose Unit is taken by eminent domain, then such award shall be paid by the condemning authority to the owner thereof and his mortgagee(s) as their interests may appear.

2. If there is any taking of any portion of the Regime other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Council. The affirmative vote of more than 75% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners in accordance with their respective percentages of common interest.

3. In the event the Regime continues after taking by eminent domain, then the remaining portion of the Regime shall be re-surveyed and the Master Deed amended accordingly by the Board of Administration, and, if any Unit shall have been taken, then the amended Master Deed shall reflect such taking and shall proportionately readjust the percentage of common interest of the remaining Co-owners based upon a total percentage of common interest of 100%.

W. Amendment of Declaration. Except as otherwise provided in this instrument, or in said Condominium Property Law, the Declaration may be amended by signatures of a majority of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment. Provided, however, the Developer may amend this instrument from time to time, recording amended floor plans of Units, when completed, in accordance with KRS 381.830(1)(b), KRS 381.835 (5), and Section B and C of this Master Deed, without necessity for any Unit owners or other interest holders joining in, said persons agreeing and consenting to such amendments in accepting conveyance of a Unit.

X. Incorporation of Council of Co-owners. The Council of Co-owners may (but is not so required) incorporate itself as a non-stock, non-profit corporation for the administration of the Regime with the membership and voting rights hereinabove established for the Council.

Y. Consent of Mortgage Holder. Joining in this instrument is the holder of a mortgage (Mortgage Book 5755, Page 906), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

TROON HOMEOWNERS ASSOCIATION INC.

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WITNESS the signature of the Developer by its duly authorized officer on the 5TH day of MARCH, 2002, and the signatures of National City Bank Kentucky and Republic National Bank by their duly authorized officers on the date indicated above.

DEVELOPER:

WKB LOUISVILLE, LLC

BY: William F. Koch, Jr.
WILLIAM F. KOCH, JR., Managing Member

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MORTGAGEE (Tract 1):

NATIONAL CITY BANK, KENTUCKY

BY: Joseph Seiler SUP
JOSEPH SEILER, Senior Vice-President

MORTGAGEE (Tract 2):

REPUBLIC ~~NATIONAL~~ BANK + TRUST CO. (SD)

BY: Alan E. DeWine
Sr. Vice President.

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Managing Member of WKB LOUISVILLE, LLC, to be the free and voluntary act and deed of WKB LOUISVILLE, LLC, party thereto.

WITNESS my signature this 5th day of MARCH, 2002.

My commission expires: _____
NOTARY PUBLIC, STATE AT LARGE, KY
MY COMMISSION EXPIRES MARCH 11, 2003

Devin J. Johnson
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by JOSEPH SEILER as Senior Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 7th day of March, 2002.

My commission expires: October 18th, 2004

Lisa Ann Titus
NOTARY PUBLIC
LISA ANN TITUS
Notary Public, State at Large, KY
My Commission Expires Oct. 18, 2004

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STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Steven E. Deweese as Sr. Vice President of REPUBLIC BANK, to be the free and voluntary act and deed of REPUBLIC BANK, party thereto.

WITNESS my signature this 3 day of MARCH, 2002.

My commission expires: 4/16/04

Meredith H. Stewart
NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1400 One Riverfront Plaza, Louisville, Kentucky, 40202.

William A. Buckaway Jr
WILLIAM A. BUCKAWAY, JR.

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EXHIBIT A

BEING identified as Tracts 1 and 2 of the same property conveyed to the Developer by deed dated January 19, 2001, of record in Deed Book 7579, Page 113, in the Jefferson County, Kentucky Clerk's Office.

BEING Tract 1 and Tract 2 as shown on the Minor Subdivision Plat (the "Plat") prepared by Land Design & Development, Inc., prepared by David Winkler PLS #3492, dated December 15, 2000 and approved by the Louisville and Jefferson County Planning Commission on January 11, 2001 Docket #007-01, attached hereto and made a part hereof (collectively, the "Property").

Together with the right to use as a perpetual easement appurtenant to the Property, which shall run with the land for the benefit of both Tract 1 and Tract 2, that certain variable drainage easement as described in, and shown on the plat attached to, deed of easement of record in Deed Book 7579, Page 113, in the Office of the Clerk of Jefferson County, Kentucky (the "Adjacent Drainage Easement").

BEING a portion of the same property conveyed to FHC, a Kentucky joint venture, from Canfield Properties, Inc. by deed dated September 8, 2000 of record in Deed Book 7511, Page 44 of record in the Office of the Clerk of the Jefferson County, Kentucky.

EXHIBIT B

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Project: TRON @ LANDIS LAKES WKB LOUISVILLE, LLC 03-05-02						
Unit #	GROSS AREA (sq. feet)	* LIVING AREA (sq. feet)	Net % of Project		GARAGE FLOOR (sq. feet)	PORCH AREA (sq. feet)
12A	1350	1313.07	24.02%	---	431.64	186.70
12B	1500	1425.17	26.07%	---	430.55	172.37
12C	1500	1409.53	25.78%	---	432.63	172.13
12D	1350	1319.75	24.14%	---	431.54	186.43
TOTALS:	5700	5467.52	100.00%	---	1726.36	717.63

* Living areas calculated from inside dimensions per Ky. law.

exhibitandis

END OF DOCUMENT

Document No.: DN2002045216
 Lodged By: wkb louisville llc
 Recorded On: 03/08/2002 09:03:22
 Total Fees: 40.00
 Transfer Tax: .00
 County Clerk: Bobbie Holsclaw-JEFF CO KY
 Deputy Clerk: CARHAR

Chapter

9

Important Phone Numbers

Service	Company	Phone	Notes
Police, Jefferson County		574-2111	Non Emergency
Emergency Medical Service		911	Emergency
Fire Dept. Middletown		245-7555	
Sheriff's Department		574-5400	
Appliances	General Electric	800-626-2000	Original sub-contractor
Cabinets & Counter Tops	Southern Kitchens	637-3273	Original sub-contractor
Cable TV	Insight Communications	584-3500	
Cable TV Repair	Insight Communications	357-4400	
Carpet	Flooring Gallery	964-3301	Original sub-contractor
Ceramic Tile	Don Gray Tile Co.	239-8688	Original sub-contractor
Electric (Trouble/Outage)	Louisville Gas & Electric	589-3500	
Electrical Contractor	Payne Electric Co.	969-3115	Original development contractor
Entry Doors	K-I Lumber Co	637-1401	Original sub-contractor
Garage Doors	Cunningham Door Service	897-5700	Original sub-contractor
Gas Leak or Trouble	Louisville Gas & Electric	589-5511	
Heating & Air Contractor	Rouck Heating & Air Cond.	587-6942	Original development contractor
LG&E Residential Service	Louisville Gas & Electric	589-1444	
Mirrors	Accent on Closets	261-0303	Original sub-contractor
Mulloy Properties	Property Management Co.	618-5900	
Plumbing Contractor	Rouck Plumbing Co.	587-6941	Original development contractor
Post Office - Middletown		245-1120	
Property Management Co	Mulloy Properties	618-5900	Address: 8303 Shelbyville, Rd. Louisville, 40222
Trash Collection	Waste Management of KY	969-3145	
Troon Community Center		244-1800	
Vinyl Floors	Flooring Gallery	964-3301	Original sub-contractor
Water		425-9331	Contact Mulloy Properties
Windows	K-I Lumber Co	637-1401	Original sub-contractor