

MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF

SYCAMORE II CONDOMINIUMS

BRIGHT AND LOGSDON DEVELOPERS, INC., a Kentucky corporation, hereafter referred to as the Developer, declares this as its plan for ownership in condominium of certain property on Timberwood Circle near its intersection with Cambridge Station Road, in Jeffersontown, Kentucky, more particularly described as follows:

BEING Plainview, Section 14, plat of which is of record in Plat and Subdivision Book 32, Page 42, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property conveyed to the Developer by deed dated November 1, 1976, of record in Deed Book 4892, Page 759 and Deed Book 4893, Page 44, in said Clerk's office.

W I T N E S S E T H:

In order to create a Condominium Project consisting of the property described above and improvements thereon (the "Regime"), to be known as SYCAMORE II CONDOMINIUMS, 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,

SYCAMORE II CONDOMINIUMS

Timberwood Circle at Dana Drive
Louisville, Kentucky 40223

Condominium Documents

Bright and Logsdon Developers, Inc.
Louisville, Kentucky 40223

These documents are substantially in the form of the documents to be recorded. Developer reserves the right to make changes in its sole discretion, including but not restricted to any changes made necessary by condominium regulatory requirements.

The Master Deed and Declaration of Condominium Property Regime of Sycamore II Condominiums and the Declaration of Covenants, Conditions and Restrictions are to be recorded in the Jefferson County Clerk's office, Louisville, prior to delivery of deeds to condominium units. Copies of the final documents will be available at that time.

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

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

- (a) The land in fee simple described herein;
- (b) The foundations, main walls, 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.

3. "Limited Common Elements" means and includes, pursuant to KRS § 381.810(8), as expanded upon herein, those Common Elements which are reserved for the use of a certain

Unit or number of Units to the exclusion of other Units including but not exclusively:

- (a) Interior unfinished surfaces of each Unit's perimeter walls, ceilings and floors;
- (b) Entrances and exits to the Unit;
- (c) Chimneys;
- (d) Utility service facilities serving a Unit or several Units;
- (e) Attic area immediately above a Unit;
- (f) The partitioned rear yard area to the rear of each Unit;
- (g) Door and window frames for each Unit;
- (h) Unit porches as indicated on plans recorded or to be recorded under Section B of this Declaration.
- (i) Two automobile parking spaces in the paved parking areas, as designated by the Developer or the Board of Administration under Section D9.

4. "Unit" or "Condominium Unit" means the enclosed space consisting of a townhouse occupying one or more floors in a building (excluding the space between floors within the Unit), having direct access to the Common Elements, the location and extent of each Unit as shown on the plans of the Regime recorded herewith or to be recorded under Section B of this Declaration. The enclosed basement space is a part of the Unit. 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 disposer, storm and screen doors and windows, if any, and other equipment located within or connected to said Unit for the purpose of serving same, are a part of the Unit; the maintenance, repair and replacement of same being the responsibility of the Unit owner.

5. "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 therefor; 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, road, driveway and parking lot 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 or reserves shall be included in the Regime's Common Expense budget for such capital expenditures.

B. Description of Units. The Regime is hereby divided into 74 one story or two story townhouse Units, 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 square footage of the Unit in relation to the total square footage of all 74 Units of the Regime. The completed Units and Common Elements are shown or designated in plans, recorded in the office of the County Clerk of Jefferson County, Kentucky in Apartment (Condominium) Ownership Book _____, pages _____ through _____, recorded herewith, to be amended from time to time as construction of additional Units in this 74 Unit Regime 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 other purposes including voting. The undivided percentage of common interest for each Unit is shown in Exhibit A, 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 A 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 square footage as related to the 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 and 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 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 and 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 easements 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 and replacement of the facilities and equipment necessary to provide said services. The utility shall exercise this right in a reasonable manner.

5. An easement in favor of the Council of Co-owners, 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, 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, however, the Developer hereby reserves the right, until sale and conveyance of all Units, to sell and grant to any Unit owner, and to no other person, the perpetual and exclusive use of at least two designated parking spaces (but not more than two such exclusive parking spaces for any Unit owner), which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant, even though not expressly mentioned in the document passing title to the Unit. The Developer shall, in the event of exercise of such reserved right, file with the records of the Board of Administration, the name of the Unit owner to whom the Developer has granted the exclusive use, which record shall be conclusive upon the Board of Administration and all Unit owners as to the rights of the Unit owner designated in such instrument. Subject to the foregoing, the Board of Administration may determine to grant exclusive use and possession of designated parking stalls in any portion of the property allocated to parking services

to Unit owners, and the Board may in any event prescribe such rules and regulations with respect to such parking areas as the Board may deem fit. Such exclusive use and possession given a Unit owner or owners shall be subject to such rules and regulations as the Board determines, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit owner rather than as a Common Expense. Nothing herein shall prevent Developer or the Board of Administration from causing the construction of carports in the parking areas at the cost of the Unit owners benefited.

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 herein 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 easements are not expressly mentioned or 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 Bylaws 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 as models or sales offices.

2. Violation of this Declaration, the Bylaws or any rules of the Regime adopted by the Board of Administration, may be remedied by the Board, or its agent, 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.

3. A separate instrument relating to use of The Plainview Club, Inc. and Plainview Residents Association, and payment of assessments thereto, is recorded simultaneously with this Master Deed.

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 Bylaws 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 Bylaws, adoption of Regime rules, assessment of Common Expenses, and all other matters relating to the governing of the Regime, shall be vested in the Developer until all Units of the Regime (as may be expanded) have been sold, or until the Developer elects to surrender this power to the Unit owners, or until January 1, 1980, whichever first occurs. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the Developer upon acceptance of a deed to a Unit); all Unit owners agreeing to such administration by the Developer in accepting Unit conveyances.

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 Bylaws 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, built, maintained and repaired upon, adjoining, in connection with, or 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. Well and 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 Bylaws and Regime rules, keep all Limited Common Elements in a clean and sanitary condition and well 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.

6. Not make or suffer any strip or waste or unlawful, improper or offensive use of the Regime.

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 Bylaws. 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 that purpose by the Board so long as such contract does not exceed three years in duration and may be cancellable by the Board upon ninety 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 based on his percentage of common interest. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect.

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.

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's 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 interests may appear, subject to the provisions of this Declaration and the Bylaws (and provisions shall be made for the issuance of appropriate mortgagee 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 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 liability insurance carried by a Unit owner or by the Council shall

L. Unpaid Common Expenses Constitute Lien. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (2) 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' written prior 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 record 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. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and 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.

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 as from time to time shall be customarily covered with respect to buildings and improvements 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 Unit 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 the 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 therefor, 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 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 from 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 the 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 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 of the Common Expense budget for that particular year is assigned to capital replacement reserves, ten percent 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 repayment of indebtedness incurred under Section U, 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 and/or savings accounts, so long as such investment is issued 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 are deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

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 hereinabove provided; to-wit, when all Units have been sold, when the Developer so elects, or January 1, 1980, whichever first occurs. Thereafter, the Developer shall be liable for assessment for Common Expenses on Units owned by it, if 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 costs 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 no 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 now 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 payoff of the loan.

U. Voting and Voting Percentages. The term "majority" or "majority of Unit owners" used herein or in the Bylaws shall mean the owners of the Units to which are appurtenant more than fifty percent of the percentage of common interest. Any specified percentage of Unit owners means the owners of Units to which are appurtenant such percentage of the common interest. Where

a Unit is jointly owned by one or more persons, the vote for that 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.

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), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, he, 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 not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Council of Co-owners on behalf of such owner. In that event, the Council shall rebuild the Unit as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such Unit 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, this 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 381.835(5) and Sections 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 his 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, in the administration of the Regime with the membership and voting rights in such corporation being the same as membership and voting rights hereinabove established for the Council.

Y. Consent of Mortgage Holder. Joining in this instrument is Portland Federal Savings and Loan Association ("Portland Federal"), holder of a mortgage (Mortgage Book 1653, page 592 and Mortgage Book 1653, page 896, Jefferson County Clerk's office) on the property being submitted herein to a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing that Portland Federal's lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on _____, 1977, and the signature of Portland Federal by its duly authorized officer on the date indicated.

BRIGHT AND LOGSDON DEVELOPERS, INC.

By _____
President

PORTLAND FEDERAL SAVINGS AND
LOAN ASSOCIATION

By _____
President

Date _____

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____, 1977, by Roger R. Bright, President of Bright and Logsdon Developers, Inc., a Kentucky corporation, on behalf of the corporation.

Notary Public

Commission expires _____

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____, 1977, by _____, President of Portland Federal Savings and Loan Association, on behalf of said corporation.

Notary Public

Commission expires _____

This instrument prepared by
Mark B. Davis, Jr.
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

TEMPORARY EXHIBIT A

The following is an estimate of the percentage of common interest of each of the four types of units in Sycamore II Condominiums:

Type A - 1.335%

Type C - 1.206%

Type B - 1.509%

Type D - 1.424%

Upon completion of construction of all units, the percentage of each unit will be re-stated based upon square footage of each unit "as built".

AMENDMENT TO MASTER DEED
FOR SYCAMORE II CONDOMINIUM PROJECT
SYCAMORE II CONDOMINIUMS

This Amendment to Master Deed for Sycamore II Condominiums, a Condominium Project is made and entered into as of September 9, 2003, by the undersigned members of the Board of Directors of Sycamore II Co-Owners' Council, Inc., a Kentucky Non Profit Corporation, and the undersigned unit owners in Sycamore II Condominiums (the "Condominiums").

RECITALS

A. The Master Deed, for Sycamore II Condominiums, dated June 15, 1977, is of record in Deed Book 4939, Page 254, in the Jefferson County Clerk's office (the "Master Deed"). The Master Deed has been amended from time to time since the initial filing.

B. The Board members of the Council and the unit owners in the Condominium now desire to put to record an instrument further amending the Master Deed.

NOW THEREFORE, the undersigned, who are a majority of the members of the Board of Directors of the Council and who are the owners of at least a majority of all units in the Condominium, amend the provisions of the Master Deed as follows:

1. Paragraph G Restrictions, sub-paragraph 1. of the Master Deed is hereby deleted as written, and amended to read as follows:

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 Bylaws 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. Without prejudice to the

rights of current owners as of the effective date, henceforth future owners/purchasers or their immediate family members (owner(s) and spouse, or the owner's parents or owner's children), must occupy the purchased unit.

2. The effective date of the amendment contained in paragraph 1 above is July 1, 2003. The undersigned ratify all of the actions taken by the Council and its Board of Directors since the effective date of the amendment to the Master Deed set forth herein and before the date this Amendment is recorded.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first set forth above, but actually executed on the dates set forth next to each signature.

BOARD OF DIRECTORS:

<u>Paula J Sullivan</u>	Date: <u>9/9/03</u>
<u>Loraine B. Zagorsky</u>	Date: <u>9-9-03</u>
<u>Donna M. Bove</u>	Date: <u>9.9.03</u>
<u>Judy Clark</u>	Date: <u>9-9-03</u>
<u>Ann Koster</u>	Date: <u>9-9-03</u>
<u>Ted George</u>	Date: <u>9-17-03</u>
_____	Date: _____
_____	Date: _____

Exhibit A

SYCAMORE II COUNCIL OF CO-OWNERS

The following unit owners of Sycamore II Condominiums do, by their signatures hereto, indicate their approval of the attached Amendment To The Master Deed For Sycamore II Condominiums:

UNIT	% OF OWNERSHIP	SIGNATURE	DATE
CADY COVE			
10401	1.510		
10403	1.344	<u>Patricia D. McNeill</u>	<u>9-9-03</u>
10405	1.205		
10407	1.202	<u>Regina M. Mudd</u>	<u>9-9-03</u>
10409	1.375		
10411	1.205	<u>Janet S. Borch</u>	<u>9-9-03</u>
10413	1.520	<u>Paula J. Sullivan</u>	<u>9/9/03</u>
10415	1.334	<u>Maura J. Wigginton</u>	<u>9/9/03</u>
CHRISTINA CT.			
10400	1.334	<u>Perizat Amogaj</u>	<u>10/9/03</u>
10401	1.507		
10402	1.344		
10403	1.344		
10404	1.515		
10405	1.339	<u>Virginia Papp - Virginia Tapp</u>	
10406	1.205		
10407	1.203		
10408	1.206	<u>Julie B. Roberts</u>	<u>9/9/03</u>
10409	1.203		
10410	1.339		

10411 1.339 Caroly B Zagarsky
 10412 1.339 Doris Keston 9-9-03

UNIT % OF OWNERSHIP SIGNATURE DATE

CHRISTINA CT.

10413 1.518 Judy Clark 9-9-03

10414 1.520 _____

10415 1.507 W. Kirk Sturges 9-9-03

10416 1.510 _____

COTTONWOOD CT.

10400 1.510 Benny A. Duen William B. Pine 9-09-03

10401 1.334 Donald L. Tupman Glenn M. Epperson

10402 1.520 Barbara J. Cox 9/9/03

10403 1.344 _____

10404 1.339 Keith Taylor - Carol C. Taylor 9/9/03

10405 1.515 Elizabeth J. Rosenauer

10406 1.205 _____

10407 1.205 _____

10408 1.202 _____

10409 1.205 HCT ischer 9-9-03

10410 1.339 _____

10411 1.339 Leiper J. Whitlow 9-9-03

10412 1.520 Timothy M. Ba 9-9-03

10413 1.339 _____

10414 1.510 _____

10415 1.520 _____

10417 1.510 _____

UNIT	% OF OWNERSHIP	SIGNATURE	DATE
DANA MARIE			
800	1.333	Danny Strongfield	9-9-03
802	1.381		
804	1.333	Rolland E. Smith, Donald Kent	9-9-03
806	1.333	Eleanor W. Garrett	9-9-2003
808	1.208	Cynthia C. McMally	9-9-03
810	1.333	(Betty) Mary E. Chey	9-9-03
812	1.510	David D. Magruder	9-9-03 Colleen M. Magruder
814	1.210	L. J. Galvagn	9-9-03
816	1.510	James A. Began	9/9/03 J. R. Began
900	1.334		
902	1.206	Sam Lathrop, Rebecca Lathrop	9/9/03
904	1.334		
906	1.510	Lynn E. Wright by Frances Ann Osborne, Pot.	
908	1.210	J. K. Jay	9/9/03
910	1.334	Robert B. Jay, Wanda K. Jay	
912	1.510		
914	1.210		
916	1.202		
918	1.339		
920	1.334		

UNIT	% OF OWNERSHIP	SIGNATURE	DATE
TIMBERWOOD CIR.			
10333	1.196		
10335	1.520		
10337	1.333	<i>Randall L. Wells</i>	
10339	1.333		
10341	1.344	<i>Barbara Whelan</i>	<i>9-9-03</i>
10343	1.203	<i>John Danforth</i>	<i>9-9-03</i>
10345	1.373	<i>Jim Kuster</i>	<i>9-9-03</i>
10347	1.209		
10349	1.203	<i>Sheila McClure</i>	<i>9-9-03</i>
10351	1.338		
10353	1.344	<i>Brenda Watkins</i>	<i>9-9-03</i>
10355	1.507		

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Paula J. Sullivan

My commission expires: July 27, 2007

Justin D. Lee
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Dorothy B. Lagomsky

My commission expires: July 27, 2007.

Justin B. Lee
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Kimberly M. Boden

My commission expires: July 27, 2007

Jaish B. Lee
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Judy Clark.

My commission expires: July 27, 2007.

Judith B. Green
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Lina Kustus.

My commission expires: July 27, 2007.

Judith B. Ann
NOTARY PUBLIC, STATE AT LARGE, KY

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 9th day of September 2003 by Fred George.

My commission expires: July 27, 2007.

Judith B. Lewis
NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

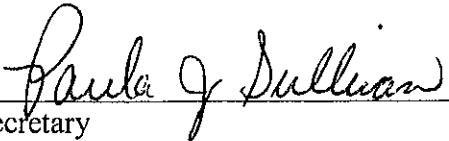
Acknowledged, subscribed and sworn to before me this 9th day of September, 2003,
By: Patricia D. Nickell, Regina M. Mudd, Randall L. Wells, Martha J. Wiggington, Perizat
A. Morgan, Tina Kustes, Jackie B. Roberts, Dorothy B. Laganosky, Doris Heston, Judy
Clark, W. Kirk Littlefield, William B. Paine, Donald Tupman, Glenn M. Epperson,
Barbara S. Cox, John Taylor, Carole Taylor, Elizabeth J. Rosenauer, H.C. Fischer,
Dimple J. Whitlow, Kimberly M. Boden, Danny Stringfield, Rolland E. Kint, Jr., Donna
I. Kint, Eleanor W. Garrett, Cynthia A. McNulty, (Betty) Mary E. Alvey, Daniel A.
Magruder, Colleen M. Magruder, Garnell Yarborough, Jennifer S. Bippus, J.R. Bippus,
Larry Gatti Jr., Rebecca Gatti, Lucy E. Wright by Frances Ann Osborne POA, F. John
Firriolo, Robert B. Lay, Wilma K. Lay, Randall L. Wells, Barbara Whyte, Robin
Lancaster, Tina Kustes, Sheila McClure, Linda Watkins.

My commission expires: July 27, 2007

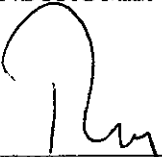
Judith B. Hunt
NOTARY PUBLIC
State at Large, Kentucky

CERTIFICATE

As the duly elected and acting Secretary of Sycamore II Co-Owners Council, Inc., I certify the foregoing signatures constitute a majority of the members of the Board of Directors and a majority of units.


Secretary

INSTRUMENT PREPARED BY:


RICHARD Y. HORNUNG
HEBEL & HORNUNG, PSC.
6511 Glenridge Park Place, #1
Louisville, Kentucky 40222
(502) 429-9791

ind:sycllgeneral:amendmenttomasterdeed

Document No.: DN2003284622
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Total Fees: 31.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: SHESCH

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