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**AMENDED AND RESTATED MASTER DEED AND DECLARATION
OF CONDOMINIUM PROPERTY REGIME
FOR
ASHWOOD BLUFF CONDOMINIUMS**

This Amended and Restated Master Deed made this 20th day of April, 2022, by the requisite fifty-one (51%) percent of the Unit Owners of Ashwood Bluff Condominiums and fifty-one (51%) percent of the first mortgages on as evidenced by their signatures below.

WITNESSETH:

WHEREAS, the Developer/Declarant, Rudy Lane, Inc., was the owner in fee simple of the land described in the previously filed Master Deed and Declaration and made a part hereof; and

WHEREAS, Developer created a residential condominium property by submitting the land together with improvements and structures then existing and hereafter erected by, or at the direction of the Developer thereon, and all easements, rights, and appurtenances belonging thereto (said land, improvements, structures, easements, rights and appurtenances are together referred to hereinafter as the "property") to the provisions of the Horizontal Property Law of the Commonwealth of Kentucky, KRS 381.805 to KRS 381.910 (the "Horizontal Property Law" or the "Act"); and

WHEREAS, the original Master Deed and Declaration dated November 25, 1995 was recorded in Deed Book 6673, Page 811 in the Jefferson County Clerk's Office, and was amended by a First Amendment dated March 29, 1996 of record in Deed Book 6718, Page 15, and further amended by a Second Amendment dated May 13, 1996 of record in Deed Book 6736, Page 126, and by a Third Amendment dated June 29, 1996 of record in Deed Book 6757, Page 483, and by a Fourth Amendment dated July 11, 1996 of record in Deed Book 6761, Page 967, and by a Fifth Amendment dated July 26, 1996 of record in Deed Book 6767, Page 713, and by a Sixth Amendment dated September 12, 1996 of record in Deed

6767, Page 713, and by a Sixth Amendment dated September 12, 1996 of record in Deed Book 6787, Page 121, and by a Seventh Amendment dated October 29, 1996 of record in Deed Book 6807, Page 391, and by an Amendment dated July 5, 2000 of record in Deed Book 7540, Page 308 all in the aforesaid Clerk's Office; and

WHEREAS, the Developer has previously turned over control of the Association to its members; and

WHEREAS, Section 20 of the Master deed states, "the provisions of this Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by owners of fifty-one percent of Units and fifty-one percent of first mortgagees having bona fide liens of record against any Unit."; and

WHEREAS, the requisite fifty-one percent or more of the Unit owners and fifty-one percent of first mortgagees have signed this Amended and Restated Master Deed which shall replace in its entirety the original Master Deed;

NOW, THEREFORE, Ashwood Bluff Condominiums Homeowners' Association, Inc., declares as follows:

1. Legal Description of Land and Definitions. The real estate which is hereby submitted and subjected to the provisions of the Horizontal Property Law of Kentucky, as amended, and the applicable provisions of the Kentucky Condominium Act, is legally described as follows:

BEING Tract 1 as shown on minor plat of record in Deed Book 6400, Page 767, which is a re-subdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1995, of record in Deed Book 6548, Page 435 in the Office of the Clerk aforesaid.

Said real estate and improvements thereon and appurtenances thereto shall be known as Ashwood Bluff Condominiums.

Except to the extent hereinafter modified or changed, the following words and terms whenever used herein, shall have the same meaning as provided for such words and terms in the Horizontal Property Law: "Condominium," "Master Deed," and "Person." The term "Property" as used in this Master Deed means all of the land, property, and space comprising the real estate described herein and all improvements and structures erected, constructed, or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereon, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the property by the property owners. "General Common Elements" shall have the meaning given to the term in Section 4 hereof. "Limited Common Elements" shall have the meaning given to the term in Section 5 hereof. The term "Unit" as used herein and throughout this Master Deed shall mean a "Unit" as defined in KRS 381.810(1) as amended, together with the percentage of undivided ownership interest in the Common Elements allocated to such Unit in accordance with Section 6.

2. Description of the Buildings: The buildings constructed at Ashwood Bluff Condominiums are described in a set the floor plans of the buildings that were previously filed in the Jefferson County Clerk's Office.

3. Units: The Unit numbers of each of the Units are fully set forth in the previously filed plats and floor plans.

a. All units have been built and the previously filed plats and floor plans are incorporated herein.

b. The appropriate location, dimensions, and immediate Common Area(s) and certain Limited Common Areas to which each Unit has access are in part set forth in said Floor Plans and certain Limited Common Elements have been constructed since the filing of said Plans. The legal description of each Unit shall consist of its number and

aforesaid followed by the words, "Ashwood Bluff Condominiums Horizontal Property Regime." Each Unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated finished surfaces of the ceiling, floor, and perimeter walls of each Unit as previously constructed and shall include the exclusive right to use the Limited Common Elements immediately adjacent to said Unit as have now been constructed.

c. No Unit shall by deed, plat, court decree, or otherwise be subdivided or in any manner separated into tracts or parcels smaller than the whole Unit as shown on the Floor Plans.

d. If two horizontally adjoining Units are purchased simultaneously by one party, the wall separating the Units may be wholly or partially removed, if said wall is not a load-bearing wall, does not contain any ducts or utility lines serving other Units and such removal is approved in writing by the Association's Board of Directors ("Board"). The voting rights, percentage interest and maintenance charges attributable to each Unit shall not be altered by reason of said removal. However, if said wall is replaced it shall not thereafter be removed without the unanimous written approval of the Board.

4. Description of the Common Elements. The General Common Elements shall consist of all property (as hereinafter defined), excepting the individual Units and fixtures therein and excepting any portion of the Property or appurtenances thereto described as Limited Common Elements, and shall include, but not be limited to the land and any improvements and fixtures attached thereto, entrances and exits, walkways, roofs, terraces, if any, or pipes, ducts, electrical wiring and conduits, public utility lines located outside the Unit, perimeter walls of the Units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walks and outside driveways, grading, landscaping, and all other portions of the property except the individual Units and any Limited Common Elements attached hereto. Heating, ventilating, and air conditioning equipment serving a single Unit is not a Common Element. Structural columns and load

bearing walls located within the boundary of the Unit shall be part of the General Common Elements. Common Elements shall include tangible personal property used for the maintenance and operation of said horizontal property regime even though owned by the Homeowners' Association hereinafter described. 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.

5. Definition and Description of Limited Common Elements. A Limited Common Element is a Common Element whose ownership or percentage of ownership is conveyed by deed, will, or other evidence of conveyance of a Unit. It is a Limited Common Element which shall be maintained by the Unit owner (except as may be otherwise specified herein to be maintained by the Board), and limited to the use, enjoyment and occupancy of the particular Unit or Units.

The patio, patio fences, patio walls, patio railings, patio steps, entrance and exits to the Units, garden areas, garages, decks, porches, sky lights, irrigation system, all windows and doors and the parking area specifically assigned to a Unit as shown on the plans that were previously filed, rear courtyards, if enclosed, and that limited common area designated for patios, courtyards or garden areas shown on plans previously filed, adjoining or specifically designed for a Unit shall be a Limited Common Element.

Driveways and entrances that are maintained by the Association which are designated for an individual Unit or Units are Limited Common elements previously filed plans. The interior of each garage shall be maintained, repaired and replaced by the Unit owner or owners.

Any Unit owner shall be allowed to enclose the porch or patio designated for that Unit, provided it be with glass or material which is clear and can be seen through from either side. All methods of enclosure must be approved in writing by the Board in advance

of any construction. The Unit owner shall be responsible for the future repair of all approved alterations made to the original Unit, porch or patio space, and any damage which may occur to adjoining areas or structures from said alterations. This obligation shall include all future exterior maintenance and repairs which may be necessary for the approved alteration, including any added exterior building structure and/or roof.

If, in the event an item(s) is in need of repair, the Board of Directors will notify the owner in writing and give sixty (60) days for the item to be repaired. If the item is not repaired, the Association, by and through the Board, may have the item repaired and submit an invoice to the unit owner. If the invoice is not paid to the Association within sixty (60) days of the invoice date, a lien shall be placed against the property, and said lien shall include all reasonable attorney's fees and costs.

6. Percentage Interest (Building and Units, as built, and shown on the previously filed plans). Percentage interests in the Common Elements are calculated to the equivalent of the percentage representing the floor area of the individual Unit with relation to the floor area of the total existing Units as built, all as set forth in KRS 381.830 as amended.

Each Unit owner shall own an undivided interest in the percentage hereinabove set forth, (and as set forth in any amendment to this Master Deed), in the Common Elements as a tenant in common with all the other Unit owners, and except as otherwise limited in this Master Deed, shall have the right to use and occupy said Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Master Deed, which shall be appurtenant to and run with his Unit.

By this Master Deed, each Unit's percentage Interest in the Common Elements, as said Common Elements relate to land, includes only that land set forth and designated on the previously recorded plans as common area. Any Unit, as herein set forth or as included

by amendment, receives no present interest in and to any land not designed "common area" and specifically reserved by Ashwood Bluff Condominiums.

Any conveyance of an individual Unit shall be deemed also to convey the undivided interest of the owner in the Common Elements, both general and limited, appertaining to said Unit without specifically or particularly referring to same. Such interests shall remain undivided and shall not be the object of an action for partition or divisions of the co-ownership, except as to the adjustment of the percentages of interest in the Common Elements as otherwise provided herein.

Any conveyance of a Unit will include terraces, porches, decks, and garages which have been previously constructed.

7. Purpose. The building and the Units therein are restricted exclusively to single family residential use. Additional provisions with respect to the use and occupancy of the Units and common areas and facilities are contain in Section 11 herein.

8. Insurance/Damage or Destruction. The provisions of KRS 381.890 are hereby waived for all purposes. In the event that all or any part of a building or buildings, constituting, in the aggregate, less than two-thirds of the Units, are destroyed by fire or other casualty, the Common Elements of such building(s) shall be repaired and reconstructed through the application of the Association's Insurance coverage, and if such coverage is inadequate, the additional funds required for such reconstruction and repair shall be a common expense. The Association shall borrow funds necessary to cover such shortfall and shall amortize the cost over a period of time not exceeding the reasonable useful life of the reconstruction or repairs. In the event that buildings constituting two-thirds or more of the Units are so damaged or destroyed, then, unless the Unit owners shall, by the affirmative vote of three-quarters of the Unit percentage of ownership, elect to reconstruct and repair the damaged or destroyed Units, (a) the Regime shall terminate, (b)

the buildings shall be demolished (with the cost thereof being paid from available insurance proceeds; and (c) all remaining insurance proceeds shall be paid to the Unit owners in their percentage of common ownership. In the case of the damage or destruction of Common Elements other than buildings (in any situation not terminating in the abolition of the Regime), the Common Elements shall be reconstructed from available insurance proceeds and any reconstruction or repair costs in excess of Insurance proceeds shall be paid by the Unit owners through assessment by the Association. The Board of Directors for the Association shall maintain insurance coverage as follows:(1) Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of "replacement cost") of the Condominium Project (as determined annually by the Board of Directors) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement:

(ii) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(2) General liability insurance in such amounts and in such forms as may be considered appropriate by the Board of Directors including any and all liability incident to the normal ownership and/or use of the Condominium Project or Property or any portion thereof; and

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(4) Such other policies of insurance, including insurance for other risks of a similar

or dissimilar nature,

9. Easement and Encroachments.

a. Easements are hereby declared reserved and granted for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, telecommunication wires and equipment, and electrical conduits and wires and equipment over, under, along and on any part of the Common Elements as they exist on the date of the recording hereof.

b. The Board of Ashwood Bluff Condominiums may direct its President to grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, telecommunication wires and equipment and electrical conduits and wires, over, under, along and on any portion of the common elements and each Unit owner hereby grants the Board (acting by and through its President), an irrevocable Power of Attorney to execute, acknowledge and record, for and on behalf of each Unit owner, such instruments or documents as may be necessary to effectuate the foregoing. The Power of Attorney shall survive any disability or death of the Unit owner and shall be binding on each successive owner.

c. An easement in favor of the Association exercisable by the Board of Directors and its agents, to enter any Unit and Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime, for any maintenance, repair and replacement of any common elements or, in the event of emergency, for necessary action to prevent damage to any part of the Regime.

d. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned,

its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part or portion hereof.

d. The respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in the Master Deed and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

10. Unpaid Mortgages; Assessments; Fees or Fines.

a. In the event any Unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefore against such Unit, which lien may be collected or foreclosed in like manner as a lien for unpaid common expenses or assessments as provided for below.

b. Any assessments of the Association, whether regular or special assessments, shall constitute a lien (which shall include all reasonable attorney's fees and costs) on the Unit to which they are assessed, which may be enforced or foreclosed in the same manner as mortgages under Kentucky state law. In the event any assessment or fine, dues or fees shall be unpaid when due and remain unpaid for a period of 10 days from the due date, the Board shall assess a late fee as determined by the Board. In the event such assessment, fine or late fee shall remain unpaid after 30 days from the due date, the entire assessment for the 12 months following shall immediately become due and payable in full without demand and the Board may commence collection of the same. Reasonable attorney's fees and costs of the Association shall be recoverable from the Unit owner for the

collection of any delinquent assessment, late fee or fine, regardless if a lien or foreclosure was actually filed. No owner may exempt himself/herself from liability for his/her assessments by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

c. Reserves from condominium fees, other than special assessments, shall first be used to satisfy and pay the operational expenses of the Regime in connection with the Common Elements. Any remaining funds shall be allocated to replacement reserve.

11. **Restrictions and Covenants Concerning the Use and Occupancy of Units and Common Areas.** Ashwood Bluff Condominiums Homeowners' Association, Inc., by and through the Board of Directors, shall promulgate rules and regulations relating to the use and occupancy of the Units, Common Elements and Limited Common Elements. These rules and regulations shall be consistent for all Units in Ashwood Bluff Condominiums.

a. No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. There shall be no renting or leasing of any Unit within the regime.

b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for the distribution of profit, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property.

c. Each Owner of a Unit shall maintain general liability insurance and fire and casualty insurance upon the Unit and the Owner's Unit furnishings, improvements and personal property. A Unit Owner shall be responsible for and insure against all liability and resulting injury or damage to the Common Elements, Limited Common Elements, or to the

other Units, or to any invitees and guests, caused by the Unit Owner's willful actions or negligence, or that of their family members, contractors, invitees and guests.

d. No "For Sale" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board.

e. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior written consent of the Board except as herein expressly provided. Each Unit owner shall be obligated to maintain and keep his/her own Unit, its windows and doors, and the patio which is a Limited Common Element reserved for the use of his/her Unit in good, clean order and repair in accordance with Board's prior written approval.

f. Nothing shall be done or kept in any Unit or parking garage or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the building or contents thereof applicable for residential use without the prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his/her Unit's garage or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or Limited Common Elements. No modifications can be made to the garage doors, all exterior doors, and the windows without the Board's prior written approval.

g. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or otherwise hung so as to be visible from any of the Common Element areas. In addition, no sign, awning, canopy, shutter, radio or television antenna or any transmitting or receiving device shall be affixed to or placed upon the exterior walls or roof of any part thereof except for a black

wrought iron wall hanging approved in advance in writing by the Board. There shall be no objects, including, but not limited to, decorative signs, flags, statues, yard art, decorations or décor of any kind displayed or placed in the common element areas. Notwithstanding the above, an owner may place seasonal displays of ornamentation, including, but not limited to, Christmas wreathes and Christmas lights. Whatever ornamentation is implemented must be maintained in good taste and good working condition and must be removed and put away no later than 30 days after the specific occasion.

h. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

i. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in any part of the Property, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and any pet permitted under this section when outside the confines of the owner's Unit must be kept on a leash and accompanied by a responsible person and kept or required by law or ordinance; and provided further that such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three days written notice from the Board.

j. No noxious or offensive activity shall be carried on in any Unit or on the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants or constitute waste at common law.

k. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building, or which would structurally change the building, except as otherwise provided herein.

l. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, or other personal property on any part of the Common Elements or Limited Common Elements without the prior written consent of, and subject to any rules or regulations of the Board.

m. Nothing shall be altered on, constructed in, or removed from the Common Elements or Limited Common Elements, except upon the prior written consent of the Board.

n. Drapery backing in a building (which is visible from the outside) shall be of an "off white" color.

o. All garbage, be it wet, solid, or otherwise, must be placed in plastic bags securely fastened before disposing of same in the garbage containers. All garbage cans shall be located so as to be concealed from the view of neighboring Units and the Common Areas, except for the period 24 hours prior to scheduled trash pickup and by midnight after trash pickup.

p. No trailer, house trailer, motorcycle, boat, boat trailer or rack, mobile home, or movable unit of any type (even if temporarily immobile) may be parked on any of the Common Areas of Ashwood Bluff for more than 24 hours, except for temporary maintenance vehicles and trucks making deliveries. Notwithstanding the above, the owner may park a dumpster or POD-related storage unit in the owner's driveway leading to the garage for no more than 14 days.

q. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Areas of Ashwood Bluff or in the improvements thereon without the prior written consent of the Board.

r. The driveway leading to the garage of a particular Unit shall be reserved for the exclusive use of the Owner or occupant of that respective Unit and their guests (subject to the Homeowners' Association's right of access thereto for performance of maintenance duties). The parking area in front of the garage is not intended for continuous resident parking and such continuous resident parking of any vehicle is prohibited. Automobiles must be parked within the owner's garage or within designated guest parking areas. Spaces are provided in the driveway areas in front of each garage for guest parking. Additional parking is provided for guests after resident driveway spaces have been used. Owners may not park their cars longer than 12 hours within any 24-hour period in the designated guest parking areas. Parking along the private streets within Ashwood Bluff is expressly prohibited.

s. The Homeowners' Association will undertake snow and ice removal efforts only when there has been an accumulation of at least two inches.

t. No Owner shall do any planting, landscaping or make any change in the easement areas or the exterior of any Unit, including, but not limited to, windows, and doors, without the prior written consent of the Board. It shall be the responsibility of the Homeowners' Association to maintain the 20-foot landscape Buffer Area located along I-264 and the Landscape Buffer Area (and fencing, if applicable) located along any perimeter property boundaries abutting commercial zoning districts pursuant to the binding elements and any approved landscaping plans in Planning Commission Docket No. 9-70-87.

12. Violation of Master Deed. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained

or contained in the Horizontal Property Law of Kentucky shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) To issue a reasonable fine against the violating unit owner after providing the owner with written notice and an opportunity to be heard. A lien may be filed for this fine, which shall include the Association's reasonable attorney's fees and costs, and this assessment may be enforced by foreclosure and otherwise treated as a regular assessment. (b) to enter upon the Unit or any portion of the Property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provision hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass: or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The unit owner shall be responsible for all costs and reasonable attorney's fees incurred by the Association, by and through the Board, in enforcing these restrictions, the Bylaws or any rules and regulations adopted by the Board. Any unpaid fine shall be collected in the same manner as past due assessments and shall be subject to late fees.

13. Entry by Board. The Board or its agents or employees may enter any Unit, when necessary, in connection with any painting, maintenance, or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

14. Grantees. Each unit owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Horizontal Property Law of Kentucky, as at any time amended, the applicable

provisions of the Kentucky Condominium Act and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations herein imposed shall be deemed and taken to be covenants running with the Unit, and shall bind any person having at any time any interest or estate, in said Unit, and shall inure to the benefit of such owner in like manner as through the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

15. Incorporation of the Homeowners' Association. Ashwood Bluff Condominiums Homeowners' Association, Inc., a Kentucky not-for-profit corporation has been created to act as the council of co-owners as defined in KRS 381.801(4) and (5) and governing body for all Unit Owners in administration and operation of the Property. Each Unit owner or owners shall be a member(s) of such corporation, which membership shall terminate upon the sale or other disposition of such member of his Unit at which time the new Unit owner or owners shall automatically become a member therein.

16. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

17. Notices. Notices required or permitted to be given to the Association, the Board, or any Unit owner may be delivered to any officer of the Association, member of the Board, or such Unit owner at his Unit.

18. Amendments.

a. The provisions of this Master Deed may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by owners of fifty-one percent of Units.

b. Any amendment, change or modification shall conform to the provisions of the Horizontal Property Law of Kentucky, and any applicable provisions of the Kentucky Condominium Act, and shall be effective upon recordation thereof.

19. Board's Determination Binding: In the event of any dispute or disagreement between any Unit Owners relating to the property subject to this Master Deed, or any questions of interpretation or application of the provisions of this Master Deed, the Bylaws or Rules and Regulations the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

20. Severability. The invalidity of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity or enforceability of any other provision of this Master Deed, and all the terms hereof are hereby declared to be severable.

21. Construction. The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium project.

22. Captions and Gender. The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof. Further, the use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender whenever the context so requires.

IN WITNESS WHEREOF, the requisite percentage of Unit Owners of Ashwood Bluff Condominiums Homeowners' Association, Inc. and the requisite percentage of first mortgagees have properly approved this Amended and Restated Master Deed.

Ashwood Bluff Condominiums Homeowners' Association, Inc.

Amanda Storment

By: Amanda Storment

Title: President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20th day of April, 2023, by Amanda Storment as President of Ashwood Bluff Condominiums Homeowners' Association, Inc.

My Commission Expires: June 14, 2025
Notary Number: KYNP28062

[Signature]
NOTARY PUBLIC

This Instrument Prepared By:

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

Approval of Unit Owners

The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Master Deed.

Signature	Unit No./Address	Date
<u>Susan Hodge</u>	<u>5918 Ashwood Bl. Dr.</u>	<u>Nov. 29, 2022</u>
<u>Jules Morsquost</u>	<u>2015 Winding Bluff Tr.</u>	<u>11/29/2022</u>
<u>Howard [unclear]</u>	<u>5944 Ashwood Bluff Dr.</u>	<u>11/29/2022</u>
<u>Constance C. Williams</u>	<u>5916 Ashwood Bluff Dr.</u>	<u>11.29.22</u>
<u>Elaine Wells [unclear]</u>	<u>5934 Ashwood Bluff</u>	<u>11/29/22</u>
<u>Algonde Krooz, (mother)</u>	<u>5910 Ashwood Bluff Dr</u>	<u>11/29/22</u>
<u>Pauline L. LaSpain</u>	<u>2019 Winding Bluff Trce</u>	<u>11/29/2022</u>
<u>Paula Hare</u>	<u>2011 Winding Bluff Trce</u>	<u>11/29/22</u>
<u>Shirley Topmiller Holloway</u>	<u>5943 Ashwood Bluff Dr</u>	<u>11/29/22</u>
<u>William Aballoway</u>	<u>6007 Winding Bluff Tr</u>	<u>11/29/22</u>
<u>Janice R. Hostle</u>	<u>5917 Ashwood Bluff Dr</u>	<u>11/29/22</u>
<u>Janice M. Falter</u>	<u>5916 Ashwood Bluff Dr.</u>	<u>11/29/22</u>
<u>Myrtle Dine</u>	<u>5931 Ashwood Bluff Dr.</u>	<u>11-29/22</u>
<u>Marcy H. Suter</u>	<u>2013 Winding Bluff Tr.</u>	<u>11-29-22</u>
<u>Carolina A. Johns</u>	<u>2005 Winding Bluff Tr</u>	<u>11-29-22</u>

Approval of Unit Owners

The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Master Deed.

Signature	Unit No./Address	Date
Emmanuel Stravoleme	5935 Ashwood Bluff Dr	11/29/22
Ric Ponzio	5912 Ashwood Bluff Dr	11/29/22
Mary Bradley	5900 Ashwood Bluff Dr.	11/29/22
Barbara K Jackson	5902 Ashwood Bluff Dr.	11/29/22
R.P. McRay	2002 Ashwood Bluff Court	11/29/22
Kathleen Foley	2009 Winding Bluff Trace	11/29/22
Chuck O'Neil	2017 Winding Bluff Trace	11/29/22
Ann Ford	5919 Ashwood Bluff Dr.	11/29/2022
Joan Terry	5929 Ashwood Bluff Dr	11/29/2022
Lee Horton	2003 Ashwood Bluff Ct.	11/29/22
Amanda Stornet	2007 Winding Bluff Dr.	11-29-22

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 29th day of November, 2022

By Susan Hodapp, Jules Marquart, Martha Campbell,
Constance Willaxs, Elaine Wells Trustee, Diane Kron Trustee,
Pauline DeSpain, Paula Hale, Shirly Top Miller Galloway,
William A. Galloway, Janice Shostk, Janice Faller,
Martha Case, Marcy Suter, Carolyn A Johns,
Emanuel Stravolemos, Doris Brownfield, Mary Bradley,
Barbara Jackson, Bruce Madison, Kathleen Haley,
Agnes Jenkins, Susan Ford, Susan Ferris,
Sue Horton, Amanda Stormont, _____

My Commission Expires: June 14, 2025
Notary Number: KY NP 28062

[Signature]
NOTARY PUBLIC

Approval of Unit Owners

The following unit owners of Ashwood Bluff Condominiums Homeowners' Association, Inc., do by their signatures hereto, indicate their approval of the Amended and Restated Master Deed. *(and the Amended and Restated Bylaws)*.

Signature	Unit No./Address	Date
<u><i>Carolyn G. McPherson</i></u>	<u><i>6003 Winding Bluff Ct.</i></u>	<u><i>12/6/22</i></u>
_____	_____	_____

STATE OF KENTUCKY))
COUNTY OF JEFFERSON)) SS

Acknowledged, subscribed and sworn to before me this *6th* day of *December*, 2022 by *Carolyn G. McPherson* and _____.

My Commission Expires: *June 14, 2025*
Notary Number: *KYNP28062*

[Signature]
NOTARY PUBLIC

MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT 2003 Winding Bluff Trace AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Stock Yards Bank & Trust (insert lender name here)

By: John D. Ryan

As: SVP

STATE OF Kentucky)

SS:

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by John D. Ryan, as Senior Vice President of Stock Yards Bank (insert lender name here), to be its free act and deed.

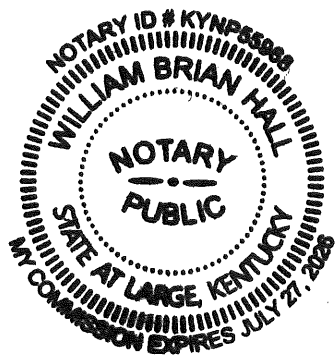
NOTARY SEAL REQUIRED

William Brian Hall

NOTARY PUBLIC

My Commission Expires: 7/27/2026

My Notary No. KYNP55968



MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT 2001 Winding Bluff Trace AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Stock Yards Bank & Trust (insert lender name here)

By: John D. Ryan

As: SVP

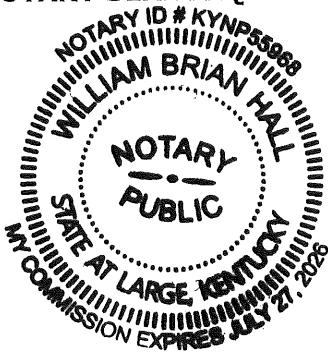
STATE OF Kentucky)

) SS:

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by John D. Ryan, as Senior Vice President of Stock Yards Bank (insert lender name here), to be its free act and deed.

NOTARY SEAL REQUIRED



William Brian Hall

NOTARY PUBLIC

My Commission Expires: 7/27/2026

My Notary No. KYNP55968

MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT 5902 ASHWOOD BLUFF UNIT 5015 AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Republic Bank & Trust Company (insert lender name here)

By: [Signature]

As: SVP

STATE OF Kentucky)

SS:

COUNTY OF Jefferson)

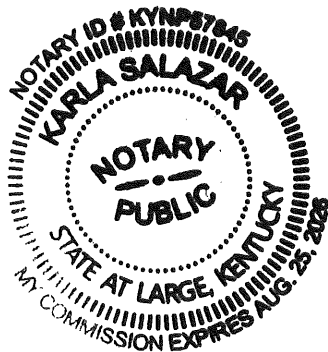
The foregoing instrument was acknowledged before me this 5 day of April, 2023, by Timothy Pool SVP, as Republic Bank of _____ (insert lender name here), to be its free act and deed.

NOTARY SEAL REQUIRED

[Signature]
NOTARY PUBLIC

My Commission Expires: May, 25 2026

My Notary No. KYNP57895



MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT 5912 Ashwood Bluff Drive #50 AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Fifth Third Bank, National Association (insert lender name here)
By: Antoinette Kirby
As: AVP

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Antoinette Kirby, as AVP of Fifth Third Bank, National Association (insert lender name here), to be its free act and deed.

NOTARY SEAL REQUIRED

Daisy Cooper
NOTARY PUBLIC
My Commission Expires: 9/26/2027
My Notary No. 2022-RE-854257



Daisy Cooper
Notary Public, State of Ohio
My Commission Expires:
September 26, 2027

MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT 2011 Winding Bluff Trace Unit #6 AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Fifth Third Bank, National Association (insert lender name here)

By: Antoinette Kirby

As: AVP

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Antoinette Kirby, as AVP of Fifth Third Bank, National Association (insert lender name here), to be its free act and deed.

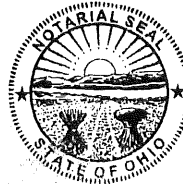
NOTARY SEAL REQUIRED

Daisy Cooper

NOTARY PUBLIC

My Commission Expires: 9/26/2027

My Notary No. 2022-RE-854257



Daisy Cooper
Notary Public, State of Ohio
My Commission Expires:
September 26, 2027

MORTGAGE COMPANY AND/OR BANK APPROVAL

WE CURRENTLY HAVE A FIRST MORTGAGE OF RECORD AGAINST THE UNIT LOCATED AT UNIT 25, BUILDING 6 AND WE HAVE SEEN AND AGREED TO THE AMENDED AND RESTATED MASTER DEED OF ASHWOOD BLUFF CONDOMINIUMS:

Republic Bank + Trust Company (insert lender name here)

By: T. E. Ebo

As: SLP

STATE OF Kentucky)

SS:

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 5 day of April, 2023 by Timothy Pool SLP of Republic Bank + Trust (insert lender name here), to be its free act and deed.

NOTARY SEAL REQUIRED

[Signature]

NOTARY PUBLIC

My Commission Expires: May 25, 2026

My Notary No. KYNP57895

