

DECLARATION OF AMENDMENT TO MASTER DEED

THIS DECLARATION OF AMENDMENT TO MASTER DEED is made and entered into this the 5th day of October, 2010, by the President of the Board of Administration of Sycamore III Condominiums, a Horizontal Property Regime pursuant to the Master Deed dated August 4, 1978, of record in Deed Book 5040, Page 650, in the Office of the Clerk of Jefferson County, Kentucky, as previously amended, on behalf of all Unit Owners as identified in Exhibit "A" attached hereto and made a part hereof. (**NOTICE TO CLERK:** This document should be indexed under the name of each of the parties identified in Exhibit "A" attached hereto.)

WHEREAS, pursuant to Paragraph W of the Master Deed for Sycamore III Condominiums, certain amendments to the Master Deed were proposed as hereinafter provided, and pursuant to the Master Deed, the amendments were approved by a majority of the Unit Owners, as defined and provided for in said Master deed;

NOW, THEREFORE, the aforesaid Master Deed is amended as follows:

Paragraph A, Section 2 is amended by deleting the present Paragraph A, Section 2 and substituting therefore the following:

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, entrances and exits or communication ways, and chimney exteriors;
 - (c) The grounds, landscaping, fences, roadways, roads, right of ways, parking areas, walkways and sidewalks;
 - (d) The compartments and installations for central service;
 - (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.

Paragraph A, Section 3 is amended by deleting the present Paragraph A, Section 3 and substituting therefore the following:

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 exists to the Unit;
- (c) Interior of Chimney;
- (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, Unit patios and Unit decks;
- (i) Two automobile parking spaces in the paved parking areas, as designated by the Developer or the Board of Administration under Section D9.

Paragraph A, Section 4 is amended by deleting the present Paragraph A, Section 4 and substituting therefore the following:

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 are 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, interior of chimney, front doors, rear doors, side exterior lights, radon vents, shutters, carport structure for said unit (excluding pavement), 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. A unit owner that fails to maintain said items may be notified by the Board of said failure in writing, and given thirty (30) days to become compliant. Should said unit owner fail to become compliant, he/she is subject to Master Deed Section G(2), and the procedures, policies and remedies identified therein.

Paragraph D, Section 8 is amended by deleting the present Paragraph D, Section 8 and substituting therefore the following:

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 service 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. Unit owner or owners having exclusive use and possession of carport parking areas shall have the obligation to clean, maintain and paint the carport structure (excluding pavement) at said owners' expense, rather than as a Common Expense. Any paint must be approved by the Board of Administration prior to its application, and the paint color of all carport parking areas shall be uniform. 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. All carport parking areas shall be in numerical order.

Paragraph G, Section 2 is amended by deleting the present Paragraph G, Section 2 and substituting therefore the following:

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 penalties, fines, legal action for damages, injunctive relief, restraining order and/or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. Additionally, the following Complaint procedure and Penalties apply to Violations of this Declaration, the Bylaws or any rules of the Regime adopted by the Board of Administration:

Complaints: A complaint regarding a violation must be registered with the management company, if one is being utilized, by phone, e-mail or mail. If a management company is not being utilized, a complaint regarding a violation must be registered with the Present of the Board of Administration by phone e-mail or mail.

Penalties: (Please be aware that violation fines will be added to your homeowner balance and will incur late fees of \$25.00 every calendar month until paid in full)

Step 1: Written warning letter, mailed via U.S. mail, postage prepaid, by the Board of Administration to the unit owner, ("owner"), at the unit address, notifying owner that a \$25.00 fine will be imposed if owner is not in compliance within fourteen (14) days from date of the letter. If resident of unit is a renter, owner is liable for fees related to

violations (unless such violations are appealed by owner and dismissed by the Board of Administration).

Step 2: Fourteen days after first warning letter mailed, if owner is not in compliance, second written warning letter, mailed via U.S. mail, postage prepaid, by the Board of Administration or management company to owner at the unit address, notifying owner that a \$25.00 fine has been imposed and that an additional \$50.00 fine will be imposed if owner is not in compliance within fourteen (14) days from date of the letter.

Step 3: Fourteen days after second warning letter mailed, if owner is not in compliance, third written warning letter, mailed via U.S. mail, postage prepaid, by the Board of Administration or management company to owner at the unit address, notifying owner that a \$50.00 fine has been imposed and that an additional \$100.00 fine will be imposed if owner is not in compliance within fourteen (14) days from date of the letter.

Step 4: Fourteen days after third warning letter mailed, if owner is not in compliance, fourth written warning letter, mailed via U.S. mail, postage prepaid, by the Board of Administration or management company to owner at the unit address, notifying owner that a \$100.00 fine has been imposed and that an additional \$200.00 fine will be imposed if owner is not in compliance within fourteen (14) days from date of the letter.

Step 5: Fourteen days after fourth warning letter mailed, if owner is not in compliance, letter mailed via U.S. mail, postage prepaid, to owner at the unit address, from Board of Administration or management company notifying owner that a \$200.00 fine has been imposed, for a total of \$375.00, (not including late fees), and that owner has fourteen (14) days from the date of the letter to comply and pay all fines and late fees assessed, or a lien will be placed upon the property and court action will be taken, including but not limited to filing to foreclose the lien against the unit. Owner is liable for all legal fees, attorney fees, fines, late fees, court costs and administrative fees regarding such action.

Step 6: A lien will be placed on the property and court action will be taken by the Board of Administration, including but not limited to filing to foreclose the lien against the unit. Owner is liable for all legal fees, attorney fees, filing fees, court costs, fines, late fees, collection fees, court costs and administrative fees regarding such action.

Repeat violations of the same type by a homeowner will initiate the penalty process at Step 2.

The Board of Administration may take Complaint and Penalty action on any additional broke rules/regulation stated in the Bylaws.

Appeal Process: An owner that is mailed a letter described in Step 1 of "Penalties" who believes no violation occurred may submit a written explanation to the Board of Administration. The written explanation must be submitted within seven (7) days of the date on the letter. The owner and/or resident shall be given an opportunity to present his/her/its appeal to the Board of Administration at the Board of Administration's next

scheduled meeting. The Board of Administration will make a decision on the appeal during a closed session portion of said meeting. No fine will be imposed or further action taken until after the appeal is made to the Board of Administration and it makes a decision on the appeal. The Board of Administration will provide written notice of its decision via U.S. mail, postage prepaid, to the owner at the unit address. If the appeal is denied, the owner has seven (7) days from the date of the Board of Administration's letter to correct the violation, if it still exists. If owner fails to do so, a letter described in Step 2 above may be mailed, and the penalty process will proceed.

Paragraph J is amended by deleting the present Paragraph J and substituting therefore the following:

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 cancelable by the Board upon ninety days prior written notice. It shall be the duty of the Board to determine annually 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, as adjusted upwards by two percent (2%) or in accordance with the Bureau of Labor's Consumer Price Index, (CPI), whichever is greater, specifically used for the capital area of the budget.

Paragraph L is amended by deleting the present Paragraph L and substituting therefore the following:

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. Should suit be brought, the Unit owner shall be liable to the Council for all costs and attorney fees associated with the suit, and all costs and attorney fees related to collection and enforcement of any judgment received. 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 monetary judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

Paragraph N, Section 1 is amended by deleting the present Paragraph N, Section 1 and substituting therefore the following:

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 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 of the Council as the case may be. Each Unit owner shall provide a copy of his/her/its individual insurance policy to the Secretary of the Board of Administration annually, to be kept on record by the Secretary. If the Secretary does not have a policy for a specific unit, she shall notify the Unit owner in writing that he/she must provide a copy of his/her policy to the Secretary within ten (10) days of the date of the letter. Should the Unit owner fail to provide a copy of said policy to the Secretary, the Unit owner shall be assessed a penalty of \$25.00 for each week that he/she fails to provide a copy of the policy to the Secretary. The \$25.00 penalty will be added to the Unit owner's billing statement for Common Expenses, and shall carry the same applicable late fees as Common Expenses. At no point shall the Condominium Association, Council or Board of Administrators be liable for failure to inform a Unit owner that said owner lacks an individual insurance policy.

Paragraph R is amended by deleting the present Paragraph R and substituting therefore the following:

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, for repayment of loans incurred for capital replacement/repair borrowing, or for repayment of indebtedness incurred under Section V, 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.

Paragraph T, Section 2 is amended by deleting the present Paragraph T, Section 2 and substituting therefore the following:

2. Incurrence and Retirement of Indebtedness, Liability for 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 pay for capital improvements to the Common Elements and the Limited Common Elements when the Capital Replacement Fund is insufficient to cover said improvements, provided that the repayment obligations of such loan to the lender does not exceed \$40,000.00 in any one year, including all principal and interest payments. The Council reserves the right to issue special assessments upon unit Owners for capital improvements to the Common Elements and the Limited Common Elements, and reserves the right to make payments on any loan taken for said purpose with the special assessment funds as they are received from the unit Owners.

(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 \$3,300.00

(3) The Board of Administration may review and recommend that the borrowing capacity of the community be increased or decreased. In such an event the change in borrowing capacity will need to be approved by a written vote of the Council of Co-Owners and subject to aforementioned voting protocol. Any changes to the borrowing amount must be filed and recorded in the master deed.

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. Personal/in rem liability for a Unit owner on his/her Unit shall not exceed said Unit owner's proportional share of debt, which shall be equal to his proportional voting right.

Section U is amended by deleting the present Section U and substituting therefore the following:

U. Voting and Voting Percentages. The term "majority" or "majority of Unit owners" used herein and in the Bylaws shall mean the owners of the Units to which are appurtenant more than fifty percent of the percentage of common interest, subject to the following restrictions and limitations. Any specified percentage of Unit owners means the owners of Units to which are appurtenant such percentage of the common interest, subject to the following restrictions and limitations. However, Article VI, Section I of the Bylaws is hereby clarified to mean that the Bylaws may be amended in any respect not inconsistent with provisions of law or the Master Deed by vote of 60% of the unit owners that attend any meeting of the Council duly called for such purpose in person or by proxy in accordance with Article I Section 8 of the Bylaws. 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, subject to the following restrictions:

- a) If a Unit owner is delinquent in payment of any fees or assessments at the time a vote is taken, he/she may not participate in the vote. In such circumstance, quorums and majorities shall be determined after deduction of the Unit owner's respective percentage of common interest, and based upon the total common interest remaining thereafter.
- b) If a Unit owner has a lien filed against his/her Unit at the time of the vote or is in foreclosure, he/she may not participate in the vote. In such circumstance, quorums and majorities shall be determined after deduction of the Unit owner's respective percentage of common interest, and based upon the total common interest remaining thereafter.
- c) All votes shall be in writing and require the signature of the Unit owner or proxy.

Except as herein modified or amended, the afore-described Master Deed, (including any prior amendments made thereto), is retained in full force and effect and otherwise unaffected hereby.

IN TESTIMONY WHEREOF, Witness the signature of the President of the Board of Administration of Sycamore III Condominiums, a Horizontal Property Regime, on behalf of all of the Co-Owners as identified on Exhibit "A" attached.

SYCAMORE III CONDOMINIUMS

By: Edie Jo Morreall,
President of the Board of Administration
of Sycamore III Condominiums

COMMONWEALTH OF KENTUCKY)
) §§
COUNTY OF JEFFERSON)

The foregoing Declaration of Amendment to Master Deed was acknowledged, sworn to and subscribed before me by Edie Jo Morreall, President of the Board of Administration of Sycamore III Condominiums, this the 5 day of October, 2010, on behalf of each of the Unit Owners of Sycamore III Condominiums.

Notary Public: Whiskey Elliott
My commission expires: 6-13-2014

Prepared by:

Jessica D. Smith

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Master Owners List for Master Deed Approved Revisions

9-27-10

Richard & Beverly McCoomer
Patricia & Donald Heick
William & Lisa Campbell
Donald Camm & Julie Hogue
Karen & Rickie Blair
Thomas Gilmore
Judith Edwards
Bradley Ruch
Carolyn & Miller Brown
Lenora Carlisle
Lisa LeCompte
Michael Felts
Melvin Lafferty

Patricia & Mark Weinberg
Patsy Meredith
Kara Cloud
Susan Runke
Larry Paul
Eloise Kirby, Kirby Family Revocable Trust
Charles Travelstead
Constance Adams
Jennifer Lane Baker
Wade Brock
Marilyn & Jeffrey Doerr
Gloria Kincaid
Larry & Cynthia Hayes
Louis & Louise Twyman
Sheila Davis
Connie Barlow & Constance Lusky

John Peck & Stacey P Ray
Thomas Lee Reiter
Bruce & Jean Firkey
Mary Hiller
Edie Jo Morreau
Suzanne Schiffman
Robert Eaton

C Joan Wright
Timothy & Jodi Wagoner

Faye Abramovitz
Dorothy P Lotz & Pamela Austin
Sheila Fox Hamilton & Mattie Fox
Kyle Redmond
Steve Honchell & Kelly Honchell
Jason Stanford/Stanford Properties
Alma O'Brien
R Krishnani & Bharti Adnani
Carolyn King Carr
Regan Leo
Lisa & James Schneider
Betty Harris
Ann Thrasher
Carol & Mary Streibie
Anna Smith
Linda Shaw
Janet Lanham
Michael Baumer
Alexander Malkin & Valentina Surzhko
Mary Alice & Gerald Allgeier

Sharon Brazley
Joseph & Eva Hughes
Elaine Munsch
A & H Investments
Sue Stow
Garrett & Phyllis Watson
Carolyn & Herbert Mills
Joseph & Barbara Van Meter

Document No.: DM2010130026
Lodged By: vaughn & associates
Recorded On: 10/11/2010 00:20:07
Total Fees: 37.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCAW-JEFF CO KY
Deputy Clerk: SHESCH

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