

MASTER DEED AND DECLARATION

OF

CONDOMINIUM PROPERTY REGIME

OF

CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("Developer") declares this as the plan for ownership in condominium of certain property located in Jefferson County, Kentucky (the "Declaration"). This Declaration is dated December 23, 2003.

WITNESSETH:

Developer submits the following described real property and improvements now or hereafter constructed on such real property ("Property") to a horizontal [condominium] property regime (the "Regime") under the Kentucky Horizontal Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes, as amended from time to time (the "Act"):

BEING a 4.524 acre tract at the northeast corner of Cooper Chapel Road and Brentlinger Lane and being Tract 5 on the minor subdivision plat approved by the Louisville and Jefferson County Planning Commission on October 29, 1987, Docket No. 313-87, which minor subdivision plat is attached to and made part of the Deed of record in Deed Book 5748, Page 871, in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property conveyed to Cooper Chapel Properties, LLC, by Deed dated August 2, 2002, of record in Deed Book 7940, Page 119, as corrected by Deed of Correction dated November 8, 2002 and recorded in Deed Book 8000, Page 908, in the office of the Clerk of Jefferson County, Kentucky.

ARTICLE I DEFINITIONS

The following words and phrases shall have the following meaning in this Declaration:

Section 1.1 "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, rules and regulations, and any other governing documents. The Council of Co-owners has been or will be incorporated as the "Crossings at Cooper Chapel Condominiums Council, Inc.," a Kentucky

corporation, or a similar name, and references to Council shall include successors and assigns of that corporation.

Section 1.2 "Common Elements" means the general common elements of the Regime, as defined in the Act, and shall include (if actually built and except as otherwise provided or stipulated in this Declaration and amendments to this Declaration) the following:

- (a) the land on which buildings stand;
- (b) the foundations, main walls, roofs and communication ways;
- (c) to the extent not included in a Unit, any halls, lobbies, entrances and exits;
- (d) the grounds, landscaping, walkways, roadways and parking areas that are not allocated by the Board, pursuant to this Declaration or amendments to this Declaration, for the exclusive use of a Unit owner;
- (e) compartments or installations for central services such as energy,
 communication or utilities; and
- (f) 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.

Section 1.3 "Limited Common Elements" means those Common Elements which are reserved by this Declaration or amendments to this Declaration, by the recorded floor plans, by agreement of all Owners, or in the case of parking and/or garages by the designation of Developer (with such garage Limited Common Elements being assigned to a specific Unit by Developer for a cost), for the use of a certain Unit or number of Units to the exclusion of other Units, including without limitation:

- (a) interior unfinished surfaces of each Unit's perimeter walls, ceilings and floors and space between floors;
- (b) entrances and exits to the Unit;
- (c) attics (meaning any space between the roof of a building and the ceiling of a Unit), crawl spaces, basements (if any, and if not included in a Unit as shown on the final "as built" plans referred to in

Section 2.2), slabs, balconies, stoops, patios, storage areas and decks, if any, now (or hereafter if approved by the Board) attached to or assigned to a particular Unit and whether or not shown on the "as built" plans;

- (d) utility service facilities serving a Unit or several Units, including the air conditioning and heating equipment and systems;
- (e) doors and door frames and windows, window panes and window frames for each Unit

Section 1.4 "Unit or "Condominium Unit" means the enclosed space consisting of one or more rooms as measured from interior unfinished surfaces, having direct access to the Common Elements. The location and extent of each Unit are as shown on the plans of the Regime recorded with this Declaration. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating, and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone lines, cable television lines, window panes, doors (including storm and screen doors, if any), windows, halls, stairways and other equipment located within or connected to a Unit for the sole purpose of serving that Unit exclusively, are a part of the Unit; the maintenance, repair and replacement of same being the responsibility of the Unit owner.

Section 1.5 "Common Expenses" means and includes all charges, costs and expenses incurred by the Council for and in connection with the administration and operation of the Regime, including without limitation: maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements; any additions and alterations thereto; all labor, services, 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; all administrative, accounting, legal and managerial expenses; amounts incurred in replacing or substantially repairing capital improvements of the Regime, including roof repair and replacement, and road, driveway and parking area resurfacing; all reserve funds established by the Council; all charges for utilities not separately metered; and garbage collection; provided, however,

if the rate for any of the common utilities or garbage collection service is increased as a result of a particular owner's excessive use, the Board may collect such increase from the Unit owner.

- Section 1.6 "Co-Owner" or "Unit Owner" means the record owner, one or more persons or other legal entities, of a fee simple title to any Unit, but excluding those having an interest in the Unit merely as security for the performance of an obligation.
- Section 1.7 "Board" or "Board of Administration" shall mean the Board of Directors of the Council, having certain responsibilities delegated to it by the Council.
- Section 1.8 "Bylaws" shall mean the Bylaws as amended from time to time, of the Council.
- Section 1.9 "Rules and Regulations" means the rules made from time to time by the Council.

ARTICLE II UNITS AND COMMON ELEMENTS

- Section 2.1 Description and Number of Units. The general description and the number of each Unit, expressing its area, location and other data necessary for identification, is contained in Exhibit A attached as a part of this Declaration.
- Section 2.2 Floor Plans. Simultaneously with recording of this Declaration, there has been filed in the office of the Clerk of Jefferson County, Kentucky, a set of "as built" floor plans showing the layout, location, Unit numbers and dimensions of the initial Units and, if applicable, the initial Limited Common Elements; stating the name of the Regime; and bearing the verified statement of a registered architectural professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. The initial floor plans are of record in Apartment Ownership Book 100, Pages 32-35, in the office of the Clerk of Jefferson County, Kentucky.
- Section 2.3 Percentage of Common Interest. Appurtenant to each Unit is that Unit's percentage of common interest, as set forth in Exhibit A. This percentage is computed by taking as a basis the floor area of the individual Unit in relation to the floor area of all existing Units. Except as otherwise provided by the Act, the percentage of common interest is permanent and shall not be altered without the acquiescence of the Owners representing all Units in the Regime.

- **Section 2.4 Expandable Regime.** This is an expandable condominium regime. In other words, additional buildings may become a part of this Regime at the option of Developer, its successors and assigns, as follows:
- (a) Developer currently contemplates that the Regime will consist of nine buildings and 72 Units, in accordance with a development plan on file with the Louisville Metro Planning Commission, but this expression of intent does not obligate Developer, its successors or assigns, to construct all such Units, nor does this expression of intent prohibit Developer from constructing more Units or changing the development plan to meet market conditions. In adding additional units, Developer will be consistent with that development plan and with the initial Units in terms of quality of construction. Developer may develop and construct the Regime in phases determined by Developer.
- (b) Developer currently intends to expand the Regime only on the Land described in the first paragraph of this Declaration. Without the prior written consent of HUD, VA and FNMA (or whichever of them holds, insures or guaranties first mortgages on any Unit), there shall be no additional land added to the Regime.
- (c) If expanded, the percentage of common interest appurtenant to each Unit in the Regime shall be redistributed on an as-built basis upon completion of additional Units. The redistribution shall be done by an amendment or amendments to this Declaration.
- (d) Developer hereby reserves for itself, its successors and assigns, for a period of 5 years from the date of this Declaration, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees or other lien holders, or other parties claiming a legal or equitable interest in the Regime, any amendment, agreement or supplement that may be required to expand the Regime, and by taking any interest in the Regime or by taking any interest in a Unit, each such person or entity shall be deemed to have granted to Developer a power of attorney for such purposes, coupled with an interest, running with the Regime or Unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal. Developer, for itself, and for it successors and assigns, reserves an interest in any real estate, including the Regime and each Unit, for these purposes. This interest reserved by Developer and the power of attorney hereby granted by each interest holder includes the right to amend the percentage of common interest appurtenant to each

Unit and otherwise to amend this Declaration to supplement the floor plans to accomplish the expansion of the Regime, as contemplated by this Section. No such additional Units shall be added to the Regime unless they are substantially completed.

ARTICLE III EASEMENTS

- Section 3.1 Easements for Encroachment, Access and Utilities. The Units, Common Elements and Limited Common Elements shall have and be subject to the following easements:
- (a) An easement exists for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit (including those common facilities located above a suspended ceiling), which facilities serve more than one Unit and are part of the Common Elements.
- (b) An easement exists for ingress and egress for the maintenance, repair and replacement of any load bearing wall located within a Unit.
- (c) If any part of the Common Elements encroaches upon any Unit or Limited Common Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any building of this Regime shall be partially or totally destroyed and then rebuilt, minor encroachments on any parts of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.
- (d) An easement exists for ingress, egress and maintenance in favor of any public utility providing utility service to the Regime and the Units.
- (e) An easement exists in favor of the Council of Co-owners, exercisable by the Board of Administration and its agents, to enter any Unit or any Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime (including the right to inspect Common Elements), on in the event of emergency, for necessary action to prevent damage to any part of the Regime.
- (f) Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter affecting the Common Elements.
- Section 3.2 Reservation of Easements by Developer. To benefit land that may never be brought into the Regime, Developer reserves any and all sanitary sewer lines, storm sewer lines,

telephone lines, electricity or other power lines, cable television lines, rights of way for ingress and egress and any other lines or accompanying easements. Developer reserves the right to connect, at Developer's expense, to any such lines and/or easements. These reservations of easements shall be construed broadly in favor of Developer to facilitate the development of real estate that may never be brought into the Regime.

ARTICLE IV PERMANENCY OF INTEREST

Section 4.1 Alteration and Transfer of Interests. The Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Board of Administration and the Unit owner affected. 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 the Unit even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument.

Section 4.2 Partition. The 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 Act.

ARTICLE V

RESTRICTIONS

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

Section 5.1 Use. The Unit shall be used only for single family residential purposes; provided during development and construction of the Regime, Developer may use one or more units as a sales office or model. The Unit shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Council, or any Rules and Regulations that may be adopted from time to time by the Board as to the use and appearance of the Units and the Common Elements.

Section 5.2 Subdivision. There shall be no subdivision or partition of any Unit without the prior written approval of the majority of the Board. If such approval is granted, such subdividing shall not alter or diminish the voting rights or the percentage of interest in the Common Elements previously allocated to the Unit undergoing such subdividing.

Section 5.3 Leases. Any Unit lease shall be in writing and shall be subject to this Declaration, the Bylaws and Rules and Regulation, and a copy of such lease shall be delivered to

the Board (rent may be redacted). No lease shall have an initial term of less than 30 days. No amendment may be made to this Declaration prohibiting leasing of Units.

Section 5.4 Fences. No fence, patio, wall, above or below ground pool, antenna or receiver/transmitters (including there commonly known as "satellite dishes"), outbuilding or shed, or any other structure or placement of any kind or nature shall be erected or located anywhere in the Common Elements or Limited Common without the prior written approval of Developer or the Board.

Section 5.5 Penalties. Violation of this Declaration, the Bylaws or any rules adopted by the Board of Administration, may be remedied by the Board, or its agent, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. A Unit owner in accepting ownership of a Unit agrees to become subject to this enforcement in the event of violation.

ARTICLE VI ADMINISTRATION

Section 6.1 Council of Co-Owners; Voting. The administration of the Regime shall be vested in a Council of Co-owners consisting of all the Unit owners of the Regime. 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. By becoming a member, each Unit owner shall have one vote for each Unit owned. If more than one person or entity owns a Unit, their one vote shall be exercised as they determine among themselves, but no vote may be split and, if the owners of a Unit cannot agree among themselves as to the vote, no vote shall be allowed.

Section 6.2. Developer's Proxy Rights. The administration of the Regime, including the adoption and amendment of Bylaws, adoption of rules, assessment of Common Expenses and all other matters relating to the administration of the Regime, is vested in the Developer until (i) 120 days from the date at least 75% of the Units contemplated for the Regime have been conveyed to third parties; (ii) until the Developer elects to surrender this power to the Unit owners; or (iii) until five (5) years from the date this Declaration is recorded, 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 to operate and administer the Regime during

this time, which proxy each Unit owner automatically grants upon acceptance of a deed to a Unit. All Unit owners, by acceptance of a deed to a Unit, agree to this administration of the Regime by the Developer.

- Section 6.3 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 Act, this Declaration, the Bylaws of the Council, and all rules adopted by the Board of Administration. Specifically (but not exclusively) the Council shall:
- (a) Maintain, repair and replace all improvements in the Common Elements that may be required by law to be maintained, repaired, and replaced upon, adjoining, in connection with, or for the use of any part of the Regime.
- (b) Keep all 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.
- (c) 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.
- (d) Except as <u>may</u> 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.
- (e) Observe any setback lines affecting the Regime as shown on the plans herein mentioned.
- (f) Not make or suffer any waste or unlawful, improper or offensive use of the Regime.
 - (g) Regulate the use of the Common Elements and Limited Common Elements.
- Section 6.4 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 6.2) elected by the Co-Owners in accordance with the Bylaws. The 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 is cancelable by the Board upon ninety days prior written notice, without penalty or charge. 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 from each Unit owner, as set forth in Article VII. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect until such oversight is corrected. The Board shall keep detailed accounts of the receipts and expenditures affecting the Regime and its administration. Such books and records shall be available for examination by any Unit owner upon reasonable request and at such reasonable times and location as maybe specified by the Board.

Section 6.5 Availability of Records. The Council shall make available to Unit Owners, to prospective purchasers, and to holders or insurers of mortgages on any Unit current copies of this Declaration, the bylaws, the rules and regulations, and books records and financial statements, during normal business hours or under other reasonable circumstances. Upon written request of any agency or corporation that has an interest in a Unit, the Council shall furnish within a reasonable time an audited.

Section 6.6 Notices. Upon written request of any holders, guarantors or insurers of mortgages on Units, the Council shall give notice to any such holder, guarantor or insurer timely written notice of (a) any amendment changing (i) the boundaries of any Unit or any easement rights appertaining thereto, (ii) the interests in the General or Limited Common Elements (other than changes contemplated by section 2.4 of this Declaration regarding the expansion of the Regime), (iii) the number of votes appertaining to any Unit, or (iv) changing the purposes to which any Unit or the Common Elements are restricted; and (b) proposing a termination of the Regime; and (c) any condemnation or casualty loss that affects a material portion of the Regime or any Unit on which there is a first mortgage held, insured or guarantied by such qualified holder; and (d) any lapse, cancellation or material modification of any insurance policy maintained by the Council.

ARTICLE VII ASSESSMENTS

Section 7.1 Covenant for Assessments. The proportionate share of each owner of each Unit in the common surplus and the Common Expenses of the condominium project is equal to the percentage of common interest appurtenant to the Unit of that Owner. The initial percentage of common interest appurtenant to each Unit has been set out in Exhibit A to this Declaration, with such percentages to be altered by amendment to this Declaration in accordance with Section 2.4 of this Declaration. Each person and/or entity who becomes an Owner of a Unit whether or not it shall be so expressed in any such deed or other form of conveyance, shall be deemed to covenant and agree to pay to the council the Unit's share of assessments as fixed, established, and collected from time to time as hereinafter provided. All assessments, together with interest thereon at a lawful rate established from time to time by the Board (initially ten (10%) percent per annum) and costs of collection (including a lien preparation charge, filing fees, court costs, and reasonable attorneys fees) shall be a charge and a continuing lien upon the Unit against which the assessment is made, and shall also be the personal obligation, jointly and severally, of the Owner or Owners of the Unit at the time when the assessment fell due.

Section 7.2 Determination of Regular Assessment, Reserves, Special Assessments, Fine Assessments, Expansion, Start Up Assessment.

- (a) The Council, acting through the Board, shall, from time to time, but not less than once every twelve (12) months, determine the amount of the regular total assessment necessary to defray the Common Expenses for a given period not to exceed twelve (12) months. When setting the regular total assessment, the Council should include both (A) those funds required during the period for general operating purposes, and (B) those reserve funds estimated to be necessary for future capital improvements. All funds required for general operating purposes under (A) above may be held in the name of the Council. All funds required for reserves for capital improvements under (B) above shall be held in an account in the name of the Council, for the benefit of all of the Unit owners in the Regime. Each Unit owner, by the acceptance of a deed, does authorize the disbursal of any and all of the escrow funds solely upon the written authorization of the Board.
- (b) Each Unit Owner is liable to pay that percentage of the regular total assessment that is equal to his or her Unit's percentage of the common interest, as determined by the Council.

Notwithstanding the foregoing sentence, for an unoccupied Unit owned by the Developer, the Developer is only liable for eighty (80%) percent of the assessment which it would otherwise have to pay for the Unit. If the Unit becomes occupied, the Developer must thereafter begin paying a full assessment for that Unit.

- (c) The Council may from time to time levy special assessments for reasonable purposes. The special assessment may be levied against one Unit, or a group of Units or all of the Units, as circumstances reasonably warrant according to the Unit or Units benefited by the assessment. If the assessment is apportioned among Units, the method of apportionment shall be based upon square feet unless for some reason that method would be very unfair. In that case, Council can determine another reasonable method of apportionment.
- (d) If the Regime is expanded during a given year and additional Units are brought into the project, the new Unit shall pay the same assessment per square foot as the existing Units are paying for that assessment year. If in the Council's sole discretion, such a rate would not be reasonable, the Council may adjust the rate up or down for those new Units until the next annual assessment is made.
- (e) The Council may levy a reasonable assessment, as a fine or penalty for violation of this Declaration. A lien may be filed for this assessment and this assessment may be enforced by foreclosure and otherwise treated as a regular assessment.
- (f) A special working capital assessment, due from the buyer at or about the time of closing, arises against a Unit upon the initial transfer of record of the Unit from the Developer (or successor developer or designated developer) to the Unit owner (other than a successor developer or designated developer). The special assessment shall be in an amount equal to the sum of two months of the full regular assessment. It shall be collected at closing and paid to the Council for use by the Council for Common Expenses. This special assessment is in addition to the regular assessment. Any reduced assessment on the Unit ends as of the first day of the month immediately following the month in which title was transferred of record from the Developer (or successor developer or designated developer).
- Section 7.3 Billing. The Council shall inform each Unit owner of the amount of the total assessment due from the Owner of that particular Unit. The Owner of each Unit must pay his or her Unit's required assessment in advance each month. Payment is to be made to such person at

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such an address as Council determines. Payment shall be due on the first day of each month, unless the Council otherwise directs. Special assessments are due thirty (30) days after the bill for the special assessment has been mailed or otherwise sent out by Council, unless the Council otherwise directs. If the Regime is expanded and additional Units are brought into the Regime during a given assessment year, those additional Units shall begin paying an assessment on the first day of the month immediately following the month after the Units were brought, of record, into the Regime.

Section 7.4 Limited Common Element Assessment. An additional assessment may be made by the Council against any Unit to pay any expense resulting from a Limited Common Element benefiting that Unit. The assessment must be reasonable. The assessment should be apportioned among the Units (if more than one) using the Limited Common Element in a fair and reasonable manner. The assessment may be a regular, annual assessment and may be billed and included as part of the regular annual assessment described in Section 7.2 above.

Section 7.5 Assessment Certificate. The Council, shall upon demand, at any reasonable time, furnish to any owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Council, setting forth the status of said assessment; i.e., "current", and if not current, "delinquent" and the amount due. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge to cover labor and materials may be made in advance by the Council for each certificate.

Section 7.6 Non-Payment of Assessment. Any assessments (including special assessments) levied pursuant to this Declaration which is not paid on the date when due shall be delinquent and shall, together with such interest and other costs as set out elsewhere in this Declaration, thereupon become a continuing lien upon the Unit which shall bind the Unit in the hands of the then Owner and the Owner's successors and assigns.

If the assessment is not paid within fifteen days after the due date, the assessment shall bear interest at a reasonable rate set by the Board in its minutes, and the Council may bring an action at law against the Unit owner personally obligated to pay the same and/or foreclose the lien against the Unit, in either of which events interest, costs and reasonable attorneys fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments by non-use or waiver of use of the Common Elements or by abandonment of his Unit.

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The lien of the Council is against not only the Unit but also the percentage of common interest in the Common Areas appurtenant to the Unit, including any funds held for the benefit of the Unit.

Section 7.7 Priority of Council Lien. The lien provided for in this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages or vendor's liens which have been filed of record before notice of this lien has been filed of record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Council. The Council is entitled to recover its reasonable attorneys fees and court costs and collection costs, as part of the lien. In any such foreclosure action, the Council shall be entitled, but not obligated, to become a purchaser at the foreclosure sale.

Section 7.8 Disputes as to Common Expenses; Adjustments. Any owner who believes that the portion of common expenses chargeable to her Unit, for which an assessment lien has been filed by the Council, has been improperly charged against that owner or the Unit, may bring action in an appropriate court of law. The Council in its reasonable discretion may, in order to prevent manifest injustice, adjust (increase or decrease) the assessment for any Unit based upon a consideration of the following factors: the floor area of the Unit; the number of occupants in the Unit; or the demand on public utilities by the occupants of the Unit; the accessibility of the Unit to Limited Common Areas. The Council in its reasonable discretion may abate or reduce a Unit's assessment for a reasonable period of time, during which a Unit is uninhabitable, through no fault of the Owners, as a result of damage or destruction.

Section 7.9 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Council.

Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Council and shall be subject to all the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Section 7.10 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such

acquirer of title shall not be liable for the share of the Common Expenses or other assessments by the Council chargeable to such Unit which became due prior to the acquisition of title to the Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible for all of the Units, including that of such acquirer, its successors or assigns. However, the Council's lien rights may be asserted against surplus proceeds of any judicial sale or against any payments made by the mortgagee to the owner mortgagor in the case of a deed in lieu of foreclosure.

Section 7.11 Liability for Assessments Upon Voluntary Conveyance.

The personal obligation of each Owner to pay the assessment against the Unit shall pass to any subsequent grantee who takes title through contract, operation of law, or through any other method or instrument other than a commissioner's deed or other court ordered deed or other than a deed to a mortgagee in lieu of foreclosure. The original owner shall not be released from the obligation of the assessment, but instead will be jointly and severally liable with the subsequent grantee. However, any such grantee or proposed grantee shall be entitled to an assessment certificate as described elsewhere in this Article, and such grantee shall not be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid assessment made by the Council against the grantor in excess of the amount set forth in the assessment certificate for the period reflected in the assessment certificate. This section shall not prejudice the right of the grantee to recover from the grantor the amounts paid by the grantee for the assessment which was also the obligation of the grantor.

Section 7.12 Late Charge. The Council may make a reasonable late charge or charges for any assessment, or installment of an assessment, not paid when due. This late charge shall also be a part of the assessment and shall also be continuing lien upon the Unit and shall otherwise be treated and collected in the same manner as the assessment.

Section 7.13 Miscellaneous.

(a) The Council may change the interest rate due on delinquent assessments, except that the rate cannot be changed more often than once every six months. As of its effective date, the new interest rate will apply to all assessments then delinquent.

- (b) The Unit owner has the sole responsibility of keeping the Council informed of the owner's current address if different from the Unit owned. Otherwise, notice sent by the Council to the Unit address is sufficient for any notice requirement under this Declaration.
- (c) The lien under this Article arises automatically, and no notice of lien need be recorded to make the lien effective.
- (d) The assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys fees, court costs, filing fees, and any other expenses incurred by the Council in enforcing or collecting the assessment.
- (e) If any Common Element, including any Limited Common Area, is intentionally or negligently damaged or destroyed through the act or omission of any Unit owner, the Council may make an individual assessment against the owner and the owner's Unit for the expenses involved in making repairs and in making and/or enforcing the assessment, including reasonable attorneys fees.
- (f) Any assessment otherwise payable in installments, shall become immediately due and payable in full without notice upon default in the payment of any installment. The acceleration shall be at the discretion of the Board.
- Section 7.14 Notice to Mortgagees. If any holder of a first mortgage on any Unit requests in writing to the Council to be notified of any delinquency in the payment by the Owner of the Unit affected by such holder's mortgage, then the Council will so notify the holder of such mortgage at the address specified in the notice request of any default in the performance by that Unit Owner of any covenant or agreement applicable to the Unit Owner under this Master Deed, or any violation of this Master Deed, including but not limited to the non-payment of assessments, if the default is not cured within 60 days of the date of default or violation.

ARTICLE VIII INSURANCE

- **Section 8.1** General Insurance. The Council shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, worker's compensation insurance with respect to the Regime and the Council's administration thereof in accordance with the following provisions:
- (a) The master policy shall be purchased by the Council for the benefit of the Council, the Unit Owners and their mortgagees as their interest may appear, subject to the

provisions of this Declaration and the Bylaws. The "master policy" may be made up of several different policies purchased from different agencies and issued by different companies.

All buildings, improvements, personal property and other Common Elements shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one (100%) percent of the replacement value thereof (excluding land, foundations, excavation and other items normally excluded from such coverage), including, but not limited to, plumbing fixtures, electrical fixtures, kitchen and bathroom fixtures, kitchen and bathroom cabinets, carpeting, paint, wallpaper, interior walls, partitioning, trim, dry wall, appliances furnished by the Developer, and other improvements and betterments, as determined from time to time by the Council. The Council may elect to carry insurance to cover such other perils from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The policy shall contain an "agreed amount endorsement" or its equivalent and where available at reasonable cost an "inflation guard endorsement".

(c) The Council shall try to have its liability insurance contain cross-liability endorsements or appropriate provisions to cover liability of the Unit Owners, individually and as a group (arising out of their ownership interest in the Common Elements), to another Unit Owner. The Council shall reasonably determine the amount of such insurance.

Section 8.2 Fidelity Insurance. The Council may carry fidelity coverage against dishonest acts on the part of officers and employees, members of the Council, members of the Board, trustees, employees or volunteers responsible for the handling of funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Council as the named insured and shall be written in an amount sufficient to provide protection which is not less than the total annual assessments plus all accumulated reserves and all other funds held by the Council either in its own name or for the benefit of the Unit Owners.

Section 8.3 Directors' and Officers' Errors and Omissions Insurance. The Council shall purchase insurance to protect itself and to indemnify any director or officer, past or present, against expenses actually and reasonably incurred by a director or officer in connection with the defense of any action, suit proceeding, civil or criminal, to which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the

performance of duty to the Council; or to obtain such fuller protection and indemnification for directors and officers as the law of Kentucky permits. The policy or policies shall be in an amount to be reasonably determined by the Council.

Section 8.4 Premiums. The premiums upon insurance purchased by the Council shall be Common Expenses.

Section 8.5 Proceeds. Proceeds of all insurance policies owned by the Council shall be received by the Council for the use of the Unit Owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Council because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by this Declaration.

Section 8.6 Power of Attorney. Each Unit Owner shall be deemed to appoint the Council as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the Council. Without limitation on the generality of the foregoing, the Council 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 interest 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 Council in regard to such matters.

Section 8.7 Responsibility of Unit Owner. The Council shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior improvements of any Unit made by the Unit Owner 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. Each Unit Owner shall obtain insurance coverage at his own expense upon his Unit's furnishings and personal property; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, or in another Unit in the project or upon the Common Areas, resulting, from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Council but not less than \$1,000,000. Section 8.8 Release. All policies purchased under this Article by either the

Council or the individual Unit Owners shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owners, member of their family, their employees, their tenants, servants, agents and guests, the Council, any employee of the Council, the Board, or any occupant of the Regime, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

Section 8.9 Approximate Coverage. If any of the required insurance coverage under this Article becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Council shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

Section 8.10 Additional Policy Requirements. All such insurance coverage obtained by the Council shall be written in the name of the Council, for the use and benefit of the Council, the Unit Owners and their mortgagees, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) Exclusive authority to adjust losses under policies in force on the Regime obtained by the Council shall be vested in the Council provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (b) In no event shall the insurance coverage obtained by the Council hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Council shall be primary.
- (c) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.
- (d) The Council will secure insurance policies that will provide for the following:
 - (i) a waiver of subrogation;
 - (ii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;
 - (iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Council or

its duly authorized manager without prior demand in writing delivered to the Council to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Council, its manager, any owner or mortgagee;

- (iv) prohibit cancellation or material modification without at least 10 days prior written notice to the Council and the holder of each first mortgage on a Unit that is listed as a mortgagee;
- flood insurance, if the Regime or any Unit is in a flood hazard area;
 and
- (vi) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

Section 8.11 Other Insurance Requirements. If this Project is intended to be qualified under the requirements of FHLMC, FNMA, HUD, FHA, VA or other similar program, the insurance requirements of that program are incorporated herein by reference, as they may be amended from time to time. If any insurance company is unsure of the coverage intended, it should ask for an interpretation from the Board. Otherwise, the broadest coverage shall be presumed, if there is an ambiguity.

ARTICLE IX ALTERATIONS

Section 9.1 Alteration of Regime. 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 including those contemplated by Section 2.4 of this Declaration), or material alterations or additions to any building of the Regime, shall be undertaken by the Council or any Co-owners only after unanimous approval of all Co-Owners, and with written consent of the holders of all liens on units affected 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 Units of the Regime as so altered, certified as built by a registered architect or engineer.

Section 9.2 Reconstruction. Where casualty destruction, partial or total, of the building occurs, whether arising from events covered by insurance or not, the determination as to

reconstruction shall be governed by the Act, more particularly KRS 381.890, as may be amended or supplemented from time to time. In addition, any restoration or repair must be substantially in accordance with this Declaration and the original plans and specifications unless the holders of first mortgages on Units that have at least 51% of the votes in the Council agree otherwise.

ARTICLE X INDEBTEDNESS

- Section 10.1 Incurrence and Retirement of Indebtedness. The Council of Co-Owners, acting by unanimous vote of the Board, may borrow money from time to time for the following purposes:
- (a) 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;
 - (b) To buy a Unit in the Regime at a foreclosure sale;
- (c) To pay costs of reconstruction, major repair, replacement or alteration of the Common Elements (to the extent not covered by insurance proceeds). 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 the Board, may pledge, as security thereon, its rights to receive that part of the monthly Common Expense income that is necessary to amortize the payoff of the loan.

ARTICLE XI GENERAL

- **Section 11.1 Eminent Domain.** The following provisions shall control upon any taking by eminent domain:
- (a) In the event of the taking of an entire Unit by eminent domain, the Unit owner and the Unit owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, the Unit owner, the Unit owner's mortgagee(s) and other interest holder shall be divested of all interest in the Regime. If 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 Coowners 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 the Unit owner thereof and the Unit owner's mortgagee(s), as their interests may appear.

- (b) 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 51% of the Unit owners and the holders of first mortgages who have requested notice of certain matters under section 6.6 or 7.14 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 Unit owners in accordance with their respective percentages of common interest.
- (c) If the Regime continues after taking by eminent domain, then the remaining portion of the Regime shall be re-surveyed and this Master Deed amended accordingly by the Board, 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 Unit owners based upon a total percentage of common interest of 100%.

Section 11.2 Amendment of Declaration.

- (a) Except as otherwise provided in this Declaration, or in the Kentucky Condominium Property Law, this Declaration may be amended from time to time by a majority of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment. Without the joinder of Unit Owners, Developer may amend this Declaration to correct errors, or to clarify certain matters or to make changes appropriate to comply with the requirements of FHLMC, FNMA, HUD, FHA, VA or other similar programs.
- (b) Notwithstanding the foregoing, the Regime may not be terminated without the written recorded consent of the greater of (i) the number of Unit Owners required by Kentucky law at the time of termination, or (ii) at least 67% of the Unit Owners and holders of first mortgages on such Units who have requested notice of certain matters under section 6.6 or 7.14 of this Declaration.
- (c) No amendment that materially alters the establishment of, provision for, governance of or regulation of any of the following matters may be made to this Declaration or the Bylaws or Rules and Regulations without the written recorded consent of 67% of the Unit Owners and the holders of first mortgages on Units having at least 51% of the votes who have requested notice of

certain matters under section 6.6 or 7.14 of this Declaration: (i) voting, (ii) assessments [not including normal annual or periodic adjustments that do not raise previously assessed amounts by more than 25%], assessment liens, or subordination of such liens, (iii) reserves for maintenance, repair and replacement of Common Elements, (iv) insurance or fidelity bonds, (v) rights to use the Common Elements, (vi) responsibility for maintenance and repair of the several portions of the Regime, (vii) expansion or contraction of the Regime or the addition, annexation or withdrawal of property from the Regime, (viii) boundaries of Units, (ix) interests in General or Limited Common Elements, (x) convertibility of Units into Common Elements or of Common Elements into Units, (xi) leasing of Units, (xii) imposition of any rights of first refusal or similar restrictions on the right of a Unit Owner to sell, transfer or otherwise convey a Unit, (xiii) establishment of self-management where professional management had been required, or (xiv) provisions for the benefit of holders, insurers or guarantors of first mortgages who have requested notice of certain matters under section 6.6 or 7.14 of this Declaration.

Section 11.3 Joinder by Lender. FIRST FEDERAL SAVINGS BANK, which has a mortgage on the Property, of record in Mortgage Book 7159, Page 459, in the office of the Clerk of Jefferson County, Kentucky, joins in this Declaration to consent to the terms and provisions of this Declaration and to agree that the provisions contained therein shall not be extinguished by the enforcement of any rights or remedies granted to Lender in the event of a default under that mortgage.

WITNESS the signature of Developer and First Federal Saving Bank as of the above date, but actually on the dates set forth below.

	COOPER CHAPEL PROPERTIES, LLC By: Mark Lecher Manager
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on <u>Dac ember</u> 2003, by Mark Lechner, Manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

	Notary Public Commission expires: 11/17/2007	
	FIRST FEDERAL SAVINGS BANK	
	By: Shell Johnson. Title: FM Compercial Son	Hich
COMMONWEALTH OF KENTUC	,	
COUNTY OF JEFFERSON _)SS)	
	was acknowledged before me on Deceder, 20	
	$\{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ \{ $	
	Notary Public Commission expires: 9/13/05	
	Notary Public	
This Instrument Prepared By:	Notary Public	<u> </u>
Al -	Notary Public	
This Instrument Prepared By: David B. Buechler Salyers & Buechler, P.S.C. The 1000 Building, Suite 204 6200 Dutchmans Lane	Notary Public	

BYLAWS

OF

CROSSINGS AT COOPER CHAPEL CONDOMINIUMS COUNCIL, INC.

ARTICLE I OFFICES

- Section 1.1 Principal Office. The principal office of the Corporation will be in Jefferson County, Kentucky, and its location therein may be changed by the Board of Directors.
- Section 1.2 Other Offices. The Corporation may have offices at such places, within and without the Commonwealth of Kentucky, as the Board of Directors may designate.

ARTICLE II DIRECTORS

- Section 2.1 General Powers. The property and affairs of the Corporation will be managed and controlled by the Board of Directors.
- Section 2.2 Number; Term of Office. The number of Directors will be determined by the members of the Corporation; provided, however, that the initial Board shall consist of three directors; and, provided further that the Board may, at its discretion, increase the number of directors from time to time and fill the vacancies thus created at any regular or special meeting of the Board. Directors will be elected at the regular annual meeting of the members for a term of one year and until their successors are elected and qualified.
- Section 2.3 Vacancies. Vacancies occurring on the Board will be filled for the unexpired term by majority vote of the remaining directors; and, if there is no director remaining, then by plurality vote of the members present at a meeting called for that purpose by any member, upon like notice and in like manner as provided for an annual election.
- Section 2.4 Place of Meeting. The Board of Directors may hold their meetings, except the annual meeting, within or without the Commonwealth of Kentucky, at such place or places as they may from time to time determine.
- Section 2.5 Annual Meeting. Immediately after the annual meeting of the members, the Board of Directors will hold the annual meeting at the place at which the members' meeting occurred, for the election of officers and the transaction of other business.
- Section 2.6 Regular Meetings. The Board of Directors may fix the times and places for the holding of its regular meetings. No notice of regular meetings will be required, but directors not present when the regular meetings are so provided for will be duly notified of the time and place fixed therefor.
- Section 2.7 Special Meetings; Call and Notice. Special meeting of the Board of Directors may be held whenever called by direction of the President of the Corporation or by any

director upon at least three days' written notice, given personally or by mail or telegram or facsimile, which notice will state the place, time and purpose of the meeting.

- Section 2.8 Meetings By Consent; Waiver of Notice. A meeting of the Board of Directors may be held at any time and place without notice by unanimous written consent of all directors or with the presence and participation of all directors. Any notice required by these Bylaws may be waived by the person entitled to the notice.
- Section 2.9 Quorum; Adjournment of Meetings. At any meeting of the Board of Directors, except when otherwise provided by law or these Bylaws, a majority of all directors constitutes a quorum, and the Board of Directors will act by a majority of those present at a meeting at which a quorum is present; but, in the absence of a quorum, the meeting may be adjourned from time to time by a majority of those present, without notice other than by announcement at the meeting.
- Section 2.10 Meetings; Chair and Secretary. At all meetings of the Board of Directors, the President of the Corporation will act as chair, and the Secretary of the Corporation as secretary, except that if either or both of them will be absent, a chair or secretary, or both, may be chosen at the meeting by majority vote.
- Section 2.11 Action Without a Meeting. The directors are authorized to act without a formal meeting on any matter permitted by the Kentucky Revised Statutes by unanimous written consent to the specified act.

ARTICLE III OFFICERS

- Section 3.1 Executive Officers. The executive officers of the Corporation will be a President and a Secretary, both of whom will be elected by the Board of Directors.
- Section 3.2 Other Officers. The Board of Directors may elect a general manager, one or more vice presidents, a treasurer, assistant treasurers, assistant secretaries, and such other officers as they deem appropriate.
- Section 3.3 Combined Offices. One person may hold more than one office, except the offices of president and secretary are not to be held by the same person.
- Section 3.4 Terms of Office; Removal. All officers will be elected or appointed for a term expiring at the next annual election, but they will be subject to removal at the pleasure of the Board of Directors by affirmative vote of a majority of the whole Board of Directors and the Board may fill vacancies.
- Section 3.5 Powers and Duties of the President. The President will be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors, will have general charge of its business and supervision of its affairs. The President will keep the Board of Directors fully informed and will freely consult with the directors regarding the business

of the Corporation, and will make due reports to them and to the members. In addition to the powers and duties provided for in these Bylaws, the President will, when duly authorized, sign, acknowledge and deliver all contracts, orders, documents and instruments of a special nature. Subject to the Board of Directors' approval, the President will have such other powers and duties as are incident to the office and not inconsistent with these Bylaws or the directions of the Board of Directors, or as may at any time be assigned to the President by the Board of Directors.

- Section 3.6 Powers and Duties of the Secretary. The Secretary will enter into the minute book of the Corporation the minutes of all meetings of the members and the Board of Directors; and will have charge of all books and records pertaining to the office, and for the giving of all notices, and for the making of all statements and reports required of the Corporation or of the Secretary by law. The Secretary will perform such other duties as are incident to the Secretary's office, and will have such other powers and duties as may at any time be assigned to the Secretary by the Board of Directors.
- Section 3.7 Other Officers. The Board of Directors will prescribe the powers and duties of any other officer of the Corporation.
- Section 3.8 Compensation. The Board of Directors will fix the compensation, if any, of all officers.

ARTICLE IV FINANCE

- Section 4.1 Banking. All funds and money of the Corporation will be banked, handled and disbursed, and all bills, notes, checks and like obligations, and endorsements for deposit or collection, will be signed by such officers and other persons as the Board of Directors from time to time designates, who will account therefor to the treasurer as and when the treasurer requires. All money, funds, bills, notes, checks and other negotiable instruments coming to the Corporation will be collected and promptly deposited in the name of the Corporation in such depositories as the Board of Directors selects.
- Section 4.2 Fiscal Year. The fiscal year of the Corporation will be a calendar year ending on December 31, unless otherwise provided by the Board of Directors.

ARTICLE V MEMBERS

Section 5.1 Eligibility and Voting Rights. Membership in the Corporation and voting rights in the Corporation shall be as set forth in the Master Deed and Declaration of Condominium Property Regime of Crossings at Cooper Chapel Condominiums, as amended from time to time. The Corporation is sometimes referred to in that Master Deed as the Council or the Council of Co-Owners.

- Section 5.2 Annual Meetings. The membership shall meet each year during the month of June to elect the Board of Directors and to conduct such other business as shall properly come before it.
- Section 5.3 Special Meetings. Special meetings of the members may be called for any reasonable purposes either by the Board of Directors or by any group of five or more members.
- Section 5.4 Notice of Meetings. Each member shall be furnished with written notice of all annual and special meetings of the members of the Corporation. Such notices shall be either delivered in person or sent by United States mail, postage prepaid,, not less than 10 or more than 35 days before the date of the meeting. Any notice of a special meeting shall include the purpose or purposes for the meeting in the notice.
- Section 5.4 Quorum. A quorum shall be the number of members required by the provisions of KRS Chapter 273, as amended from time to time, or in the absence of any such law, 10% of the members.
- Section 5.5 Proxies. Any member may vote by proxy. Proxy statements must include the name of the member or members, the name of the person whom is granted the right to cast the member's vote, and must be witnessed. A proxy statement must include a designation of which meeting or meetings for which it is effective. All proxies must be in writing and delivered to the chair of the meeting for which the proxy is to be used, before such meeting begins, to give the chair time to validate the proxy. The Board of Directors may impose additional, reasonable verification requirements, such as acknowledgment before a notary public.

The foregoing bylaws were adopted by the Crossings at Cooper Chapel Condominiums Council, Inc. by its duly authorized president on December 23, 2003.

Mark Sechner, President

Crossings at Cooper Chapel Condominiums Council, Inc.

EXHIB# \$8327PG0200

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				1
6520 Brook Bend Way	100	1st Floor	1,095.98	6.0%
6520 Brook Bend Way	101	1st Floor	1,095.98	6.0%
6520 Brook Bend Way	102	1st Floor	1,095.98	6.0%
6520 Brook Bend Way	103	1st Floor	1,095.98	6.0%
6520 Brook Bend Way	200	2nd Floor	1,184.65	6.5%
6520 Brook Bend Way	201	2nd Floor	1,184.65	6.5%
6520 Brook Bend Way	202	2nd Floor	1,184.65	6.5%
6520 Brook Bend Way	203	2nd Floor	1,184.65	6.5%
				•
Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	6.0%
6500 Brook Bend Way	105	1st Floor	1,096.87	6.0%
6500 Brook Bend Way	106_	1st Floor	1,096.87	6.0%
6500 Brook Bend Way	107	1st Floor	1,096.87	6.0%
6500 Brook Bend Way	204	2nd Floor	1,187.74	6.5%
6500 Brook Bend Way	205	2nd Floor	1,187.74	6.5%
6500 Brook Bend Way	206_	2nd Floor	1,187.74	6.5%
6500 Brook Bend Way	207	2nd Floor	1,187.74	6.5%
9.000				
		W/74/85-64		
			<u>18,260,96</u>	100,0%

		Recorded	In Fiat Book
END OF DOCUMENT	."	No. 100	rape 32-35
EWD OL BOO		Part No.	1727

FIRST AMENDMENT TO BYLAWS OF CROSSINGS AT COOPER CHAPEL CONDOMINIUMS COUNCIL, INC.

The following First Amendment to Bylaws of Crossings at Cooper Chapel Condominiums Council, Inc., having been duly passed by the Board of Directors of Crossings at Cooper Chapel Condominiums Council, Inc., is hereby adopted and becomes effective on the date of execution by the Board of Directors of Crossings at Cooper Chapel Condominiums Council, Inc. The Amendment is as follows:

WHEREAS, Article II, Section 2.2 of the Bylaws of Crossings at Cooper Chapel Condominiums Council, Inc. currently states:

Section 2.2 Number; Term of Office. The number of Directors will be determined by the members of the Corporation; provided, however, that the initial Board shall consist of three directors; and, provided further that the Board may, at its discretion, increase the number of directors from time to time and fill the vacancies thus created at any regular or special meeting of the Board. Directors will be elected at the regular annual meeting of the members for a term of one year and until their successors are elected and qualified.

NOW THEREFORE, Article II, Section 2.2 of the Bylaws of Crossings at Cooper Chapel Condominiums Council, Inc. shall now be amended to state:

Section 2.2 Number; Qualifications; Term of Office. The number of Directors will be determined by the members of the Corporation; provided, however, that the initial Board shall consist of three directors; and, provided further that the Board may, at its discretion, increase the number of directors from time to time and fill the vacancies thus created at any regular or special meeting of the Board. In order to be eligible to serve as a Director, an individual must be an owner of a unit in Crossings at Cooper Chapel Condominiums, and therefore, a member of the Corporation, and must also reside at their unit, or at another unit located within Crossings at Cooper Chapel Condominiums. Directors will be

elected at the regular annual meeting of the members for a term of one year and until their successors are elected and qualified.

IN TESTIMONY WHEREOF, witness the signatures of the Board of Directors
of Crossings at Cooper Chapel Condominiums Council, Inc., this 25 day of
Apr
CROSSINGS AT COOPER CHAPEL CONDOMINIUMS COUNCIL, INC.
By: Director By: Director
COMMONWEALTH OF KENTUCKY)) SS.
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledged before me by John Aufforth, as Director, Emogene Spears, as Director and Frank Fife as Director of Crossings at Cooper Chapel Condominiums Council, Inc., this 25^{th} day of 10^{th} , 2018.
My commission expires: June 04,2019

Notary Public

INSTRUMENT PREPARED BY:

KERRY J. BUTLER BUTLER LEGAL SERVICES, PLLC 4898 Brownsboro Center Suite 300 Louisville, Kentucky 40207 (502) 365-2772

FIRST AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This First Amendment is made and entered into as of April 20, 2004, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("Developer").

RECITALS

	A.	Developer placed to record a Master Deed and Declaration of Crossings at Coope
Chapel (Condo	ominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, in the
		lerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizonta
[condon	ninium]] property regime (the "Regime") certain real property described in the Declaration.

B. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:

1. Simultaneously with the recording of this First Amendment, there has been filed in the
office of the Clerk of Jefferson County, Kentucky, at Apartment Ownership Book 101, Pages
39 to UZ inclusive, a set of floor plans showing the layout, location, Unit numbers and
dimensions of the Units and Limited Common Elements created by and submitted to the Regime by
this First Amendment; stating the name of the Regime, and bearing the verified statement of a
registered professional engineer certifying that the plans fully and accurately depict the layout, location,
unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth
above, supplement and amend the initial floor plans of the Regime recorded in Apartment Ownership
Book 100, Pages 32 to 35 inclusive, in the office of the Clerk of Jefferson County, Kentucky.

- 2. The new units created by and submitted to the Regime by this First Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by **Exhibit A** to this First Amendment.
- 3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

CO	OPER CH	APEL P	ROPERTI	ES, LLC		
By: Title	e: Manag	ger /	plenon	<u>)</u>		. •
COMMONWEALTH OF KENTUCKY COUNTY OF JEFFERSON))SS)	-	 			
The foregoing instrument was Mark hechner, as manager of liability company, on behalf of the company	Cooper C	dged be Chapel P	efore me o	n April LLC, a K	<i>≥0</i> , 2 lentucky	2004, by limited
	_	Public ission ex	epires:	11/17/	2007	7
This Instrument Prepared By:			 : :			
David B. Buechler						
Salyers & Buechler, P. S. C. Suite 204, The 1000 Building		- -				
6200 Dutchmans Lane Louisville, Kentucky 40205		22.7				

EXHIBIT A

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				
6520 Brook Bend Way	100	1st Floor	1,095.98	3.0%
6520 Brook Bend Way	101	1st Floor	1,095.98	3.0%
6520 Brook Bend Way	102	1st Floor	1,095.98	3.0%
6520 Brook Bend Way	103	1st Floor	1,095.98	3.0%
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6520 Brook Bend Way	202	2nd Floor	1,184.65	3.2%
6520 Brook Bend Way	203	2nd Floor	1,184.65	3.2%
Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	3.0%
6500 Brook Bend Way	105	1st Floor	1,096.87	3.0%
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6500 Brook Bend Way	107	1st Floor	1,096.87	3.0%
6500 Brook Bend Way	204	2nd Floor	1,187.74	3.3%
6500 Brook Bend Way	205	2nd Floor	1,187.74	3.3%
6500 Brook Bend Way	206	2nd Floor	1,187.74	3.3%
6500 Brook Bend Way	207	2nd Floor	1,187.74	3.3%
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	3.0%
6516 Brook Bend Way	133	1st Floor	1,093.36	3.0%
6516 Brook Bend Way	134	1st Floor	1,097.09	3.0%
6516 Brook Bend Way	135	1st Floor	1,097.09	3.0%
6516 Brook Bend Way	232	2nd Floor	1,183.98	3.2%
6516 Brook Bend Way	233	2nd Floor	1,183.98	3.2%
6516 Brook Bend Way	234	2nd Floor	1,184.65	3.2%
6516 Brook Bend Way	235	2nd Floor	1,184.65	3.2%
Phase 4				
6517 Brook Bend Way	128	1st Floor	1,097.15	3.0%
6517 Brook Bend Way		1st Floor	1,097.15	3.0%
6517 Brook Bend Way		1st Floor	1,097.15	3.0%
6517 Brook Bend Way		1st Floor	1,097.15	3.0%
6517 Brook Bend Way		2nd Floor	1,185.53	3.2%
6517 Brook Bend Way		2nd Floor	1,185.53	3.2%
6517 Brook Bend Way		2nd Floor	1,185.53	3.2%
6517 Brook Bend Way		2nd Floor	1,185.53	3.2%
			36,509.84	100.0%
	- 			

Recorded	m	Con	ao	DUUM
No	هارين بين	Page	-	
Part No				

Occument No.: ON200406/661
Lodged By: SKLYERS AND BUELCHER
Recorded On: 04/22/2004 11:10:52
Total Fees: 12.00
Transfer Tax:
County Clerk: BORRIE HOLSCLAR-JEFF CO KY
Deputy Clerk: CHRIER



0808463PG0457

SECOND AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Second Amendment is made and entered into as of August _______, 2004, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("Developer").

RECITALS

- A Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. Section 1.3 of the Declaration contemplated that certain garages would be constructed as Limited Common Elements of the Regime and Developer has now constructed 12 of those garage Limited Common Elements.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:

- 1. Simultaneously with the recording of this Second Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Apartment Ownership Book 103, Pages 51 to 52 inclusive, a set of floor plans showing the location and dimensions of the garage Limited Common Elements. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Apartment Ownership Book 100, Pages 32 to 35 inclusive, and the floor plans recorded with the First Amendment in Apartment Ownership Book 101, Pages 89 to 92 inclusive, in the office of the Clerk of Jefferson County, Kentucky.
- 2. The garage Limited Common Elements shall be assigned from time to time to be Limited Common Elements for the benefit of one or more Units by Developer and once so assigned each such garage Limited Common Element shall remain a Limited Common Element for the benefit of the Unit to which it was initially assigned until sold or transferred as a Limited Common Element for the benefit of another Unit (and each such garage Limited Common Element must always be for the benefit of a Unit or Unit and may not be sold to any person or entity who is not a Unit owner). If there is a sale or transfer separate from the Unit to which it is assigned, the transferor and transferee owner shall notify the Board of the transfer. The interior of each such garage Limited Common Element shall be maintained by the Owner of the Unit to which it is assigned from time to time, with the structural portion, including without limitation the roofs, to be maintained by the Council as other Common Elements are, subject to the provisions of section 7.4 of the Declaration.
- 3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOP	OOPER CHAPEL PROPERTIES, LLC			
By:	The store			
Title:	Mark Lechner, Manager			
COMMONWEALTH OF KENTUCKY))SS			
COUNTY OF JEFFERSON				
The foregoing instrument was ackn Lechner, as manager of Cooper Chapel Pro	owledged before me on August 5 perties, LLC, a Kentucky limited liab	2004, by Mark ility company, on		

Notary Public

Commission expires:

This Instrument Prepared By:

behalf of the company.

David B. Buechler

Salvers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Recorded in Condo Book

Document No.: DH2004137816 Lodged By: salvers Recorded On: 08/06/2004 Total Fees: 12.00
Transfer Tax:
County Clerk: BOBBIE HOLSCLAW-JEFF CB KY
Deputy Clerk: CARMAR

CORRECTED THIRD AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Third Amendment is made and entered into as of January 4, 2005, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("**Developer**").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, and as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. The Third Amendment, through drafting error, contained a mistake in Exhibit A, in that the Building designations for each of the Phase 5 units was intended to be 6501 for each unit, instead of the consecutively numbered units actually shown. The plans recorded with that Third Amendment in Apartment Ownership Book 106, Pages 32 and 33, in the office of the Clerk of Jefferson County, Kentucky, are correct.
- C. Pursuant to section 11.2(a) of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to correct errors.
- **NOW, THEREFORE,** pursuant to its powers reserved in the Declaration, Developer hereby corrects the Third Amendment by substituting **Exhibit A** attached to this Corrected Third Amendment for Exhibit A attached to the original Third Amendment, to correct the error. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPEL PROPERTIES, LLC

By:

Chris Dischinger, Manager

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on January 4, 2005, by Chris Dischinger, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires: ////>

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C. Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

OB 08550PG0174

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1		•		
6520 Brook Bend Way	100	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	101	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	102	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	103	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	200	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	201	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	202	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	203	2nd Floor	1,184.65	2.6%
Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	105	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	106	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	107	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	204	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	205	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	206	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	207	2nd Floor	1,187.74	2.6%
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	2.4%
6516 Brook Bend Way	133	1st Floor	1,093.36	2.4%
6516 Brook Bend Way	134	1st Floor	1,097.09	2.4%
6516 Brook Bend Way	135	1st Floor	1,097.09	2.4%
6516 Brook Bend Way	232	2nd Floor	1,183.98	2.6%
6516 Brook Bend Way	233	2nd Floor	1,183.98	2.6%
6516 Brook Bend Way	234	2nd Floor	1,184.65	2.6%
6516 Brook Bend Way	235	2nd Floor	1,184.65	2.6%
Phase 4				
6517 Brook Bend Way	128	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	129	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	130	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	131	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	228	2nd Floor	1,185.53	2.6%
6517 Brook Bend Way		2nd Floor	1,185.53	2.6%
6517 Brook Bend Way	230	2nd Floor	1,185.53	2.6%
6517 Brook Bend Way	231	2nd Floor	1,185.53	2.6%
Phase 5				
6501 Brook Bend Way	124	1st Floor	1,095.26	2.4%
6501 Brook Bend Way	125	1st Floor	1,096.32	2.4%
6501 Brook Bend Way	126	1st Floor	1,094.86	2.4%
6501 Brook Bend Way	127	1st Floor	1,095.16	2.4%
6501 Brook Bend Way	224	2nd Floor	1,180.55	2.6%

Crossings at Cooper Chapel Condominiums

6501 Brook Bend Way	225	2nd Floor	1,186.16	2.6%
6501 Brook Bend Way	226	2nd Floor	1,184.80	2.6%
6501 Brook Bend Way	227	2nd Floor	1,181.02	2.6%
			<u>45,623,97</u>	<u>100.0%</u>
			,	

Document No.: DN2005080608
Lodged By: salyers
Recorded On: 01/04/2005 11:48:08
Total Fees: 14.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: YOLLOG2

END OF DOCUMENT

THIRD AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Third Amendment is made and entered into as of December 28, 2004, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("**Developer**").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, and as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:

- Simultaneously with the recording of this Third Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Apartment Ownership Book 100, Pages 32-33 and 1943, a set of floor plans showing the layout, location, Unit numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Third Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Apartment Ownership Book 100, Pages 32 to 35 inclusive, the floor plans recorded with the First Amendment in Apartment Ownership Book 101, Pages 89 to 92 inclusive, and the floor plans for garage Limited Common Elements recorded with the Second Amendment in Apartment Ownership Book 103, Pages 51 and 52, in the office of the Clerk of Jefferson County, Kentucky.
- 2. The new units created by and submitted to the Regime by this Third Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by **Exhibit A** to this Third Amendment.
- 3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPEL PROPERTIES, LLC

By:

Title: Mark Lechner, Manager

COMMONWEALTH OF KENTUCKY

)SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on December 28, 2004, by Mark Lechner, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires:

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				
6520 Brook Bend Way	100	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	101	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	102	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	103	1st Floor	1,095.98	2.4%
6520 Brook Bend Way	200	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	201	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	202	2nd Floor	1,184.65	2.6%
6520 Brook Bend Way	203	2nd Floor	1,184.65	2.6%
Phase 2			,	
6500 Brook Bend Way	104	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	105	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	106	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	107	1st Floor	1,096.87	2.4%
6500 Brook Bend Way	204	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	205	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	206	2nd Floor	1,187.74	2.6%
6500 Brook Bend Way	207	2nd Floor	1,187.74	2.6%
Phase 3	<u> </u>			
6516 Brook Bend Way	132	1st Floor	1,093.36	2.4%
6516 Brook Bend Way	133	1st Floor	1,093.36	2.4%
6516 Brook Bend Way	134	1st Floor	1,097.09	2.4%
6516 Brook Bend Way	135	1st Floor	1,097.09	2.4%
6516 Brook Bend Way	232	2nd Floor	1,183.98	2.6%
6516 Brook Bend Way	233	2nd Floor	1,183.98	2.6%
6516 Brook Bend Way	234	2nd Floor	1,184.65	2.6%
6516 Brook Bend Way	235	2nd Floor	1,184.65	2.6%
Dhace 4				1
Phase 4 6517 Brook Bend Way	128	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	129	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	130	1st Floor	1,097.15	2.4%
				
6517 Brook Bend Way	131	1st Floor	1,097.15	2.4%
6517 Brook Bend Way	228	2nd Floor	1,185.53	2.6%
6517 Brook Bend Way	229	2nd Floor	1,185.53	2.6%
6517 Brook Bend Way	230	2nd Floor	1,185.53	2.6%
6517 Brook Bend Way	231	2nd Floor	1,185.53	2.6%
Phase 5				
6501 Brook Bend Way	124	1st Floor	1,095.26	2.4%
6502 Brook Bend Way	125	1st Floor	1,096.32	2.4%
6503 Brook Bend Way	126	1st Floor	1,094.86	2.4%
6504 Brook Bend Way	127	1st Floor	1,095.16	2.4%
6505 Brook Bend Way	224	2nd Floor	1,180.55	2.6%

Crossings at Cooper Chapel Condominiums

6506 Brook Bend Way	225	2nd Floor	1,186.16	2.6%
6507 Brook Bend Way	226	2nd Floor	1,184.80	2.6%
6508 Brook Bend Way	227	2nd Floor	1,181.02	2.6%
			<u>45,623,97</u>	<u> 100.0%</u>

Document No.: DN2884221775
Lodged By: SALYERS
Recorded On: 12/29/2004 01:13:44
Total Fees: 14.80
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: EVEMAY

Recorded in Plat Book Part No.

FOURTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Fourth Amendment is made and entered into as of August **2**, 2005, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("**Developer**").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, and as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, and as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, in the office of the Clerk of Jefferson County, Kentucky (the "**Declaration**"), which submitted to a horizontal [condominium] property regime (the "**Regime**") certain real property described in the Declaration.
- B. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units.
- **NOW, THEREFORE,** pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:
- 1. Simultaneously with the recording of this Fourth Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Apartment Ownership Book ______, Pages _____ and ______, a set of floor plans showing the layout, location, Unit numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Fourth Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Apartment Ownership Book 100, Pages 32 to 35 inclusive, the floor plans recorded with the First Amendment in Apartment Ownership Book 101, Pages 89 to 92 inclusive, the floor plans for garage Limited Common Elements recorded with the Second Amendment in Apartment Ownership Book 103, Pages 51 and 52, and the floor plans recorded with the Third Amendment in Apartment Ownership Book 106, Pages 32 and 33, in the office of the Clerk of Jefferson County, Kentucky.
- 2. The new units created by and submitted to the Regime by this Fourth Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by Exhibit A to this Fourth Amendment.

In all other respects, Developer ratifies and affirms all of the terms and provisions of 3. the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPPE PROPERTIES, LLC

Title: Mark Lechner, Manager

COMMONWEALTH OF KENTUCKY

)SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on August 9, 2005, by Mark Lechner, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires: 12-16-2008

This Instrument Prepared By:

David B. Buechler

Salvers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
<u>Phase 1</u>				
6520 Brook Bend Way	100	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	101_	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	102	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	103	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	200	2nd Floor	1,184.65	2.2%
6520 Brook Bend Way	201	2nd Floor	1,184.65	2.2%
6520 Brook Bend Way	202	2nd Fioor	1,184.65	2.2%
6520 Brook Bend Way	203	2nd Floor	1,184.65	2.2%

Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	105	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	106	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	107	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	204	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	205	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	206	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	207	2nd Floor	1,187.74	2.2%
			.,	
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	2.0%
6516 Brook Bend Way	133	1st Floor	1,093.36	2.0%
6516 Brook Bend Way	134	1st Floor	1,097.09	2.0%
6516 Brook Bend Way	135	1st Floor	1,097.09	2.0%
6516 Brook Bend Way	232	2nd Floor	1,183.98	2.2%
6516 Brook Bend Way	233	2nd Floor	1,183.98	2.2%
6516 Brook Bend Way	234	2nd Floor	1,184.65	2.2%
6516 Brook Bend Way	235	2nd Floor	1,184.65	2.2%
			· · · · · · · · · · · · · · · · · · ·	
Phase 4				
6517 Brook Bend Way	128	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	129	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	130	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	131	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	228	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	229	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	230	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	231	2nd Floor	1,185.53	2.2%
			-,	
Phase 5				
6501 Brook Bend Way	124	1st Floor	1,095.26	2.0%
6501 Brook Bend Way	125	1st Floor	1,096.32	2.0%
6501 Brook Bend Way	126	1st Floor	1,094.86	2.0%
6501 Brook Bend Way	127	1st Floor	1,095.16	2.0%
6501 Brook Bend Way	224	2nd Floor	1,180.55	2.2%
			.,	

Crossings at Cooper Chapel Condominiums

6501 Brook Bend Way	225	2nd Floor	1,186.16	2.2%
6501 Brook Bend Way	226	2nd Floor	1,184.80	2.2%
6501 Brook Bend Way	227	2nd Floor	1,181.02	2.2%
Phase 6				
6502 Brook Bend Way	108	1st Floor	1,095.59	2.0%
6502 Brook Bend Way	109	1st Floor	1,104.08	2.0%
6502 Brook Bend Way	110	1st Floor	1,095.59	2.0%
6502 Brook Bend Way	111	1st Floor	1,104.08	2.0%
6502 Brook Bend Way	208	2nd Floor	1,190.51	2.2%
6502 Brook Bend Way	209	2nd Floor	1,205.88	2.2%
6502 Brook Bend Way	210	2nd Floor	1,190.51	2.2%
6502 Brook Bend Way	211	2nd Floor	1,205.88	2.2%
			54.816.09	<u> 100.0%</u>

Document No.: DN2005130962
Lodged By: SALYERS
Recorded On: 08/09/2005 01:57:27
Total Fees: 14.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: LATMIL

1. 1. 1. 4. 3. 4. 4

FOURTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Fourth Amendment is made and entered into as of March 4, 2005, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("Developer").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, and as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. The initial Declaration contained an error in the insurance requirements relative to Unit Owners, by stating a minimum amount of liability insurance that was meant to apply to liability insurance requirements applicable to the Council's master policy and not to individual Unit Owners. Pursuant to section 11.2(a) of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to correct errors.
- **NOW, THEREFORE,** pursuant to its powers reserved in the Declaration, Developer hereby amends the initial Declaration by amending and restating Section 8.7 of the initial Declaration to read in its entirety as follows:
 - "Section 8.7 Responsibility of Unit Owner. The Council shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior improvements of any Unit made by the Unit Owner 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. Each Unit Owner shall obtain insurance coverage at his own expense upon his Unit's furnishings and personal property; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, or in another Unit in the project or upon the Common Areas, resulting, from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Council but not less than \$300,000."

In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPEL PROPERTIES, LLC

By:

COMMONWEALTH OF KENTUCKY

)SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on March 4, 2005, by Mark Lechner, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Commission expires: 12 - 1/0

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Document No.: DM2005033282 Lodged By: salvers Recorded On: 03/04/2005

02:33:13

County Clerk: BOBBIE HOLSCLAN-JEFF CO KY

Deputy Clerk: CARHAR

END OF DOCUMENT

FIFTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Fifth Amendment is made and entered into as of August **16**, 2005, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("Developer").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, and as amended by a Fourth Amendment of record in Deed Book 8581, Page 636, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. Developer also placed of record a Fourth Amendment recorded in Deed Book 8674, Page 69, in the office of the Clerk of Jefferson County, Kentucky, but through inadvertence failed to record plans with that Amendment and that Amendment is hereby declared null and void and replaced in its entirety by this Fifth Amendment.
- C. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:

Simultaneously with the recording of this Fifth Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Apartment Ownership Book And Pages And Asset of floor plans showing the layout, location, Unit numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Fifth Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Apartment Ownership Book 100, Pages 32 to 35 inclusive, the floor plans recorded with the First Amendment in Apartment Ownership Book 101, Pages 89 to 92 inclusive, the floor plans for garage Limited Common Elements recorded with the Second Amendment in Apartment Ownership Book 103, Pages 51 and 52, and the floor plans recorded with the Third Amendment in Apartment Ownership Book 106, Pages 32 and 33, in the office of the Clerk of Jefferson County, Kentucky.

- 2. The new units created by and submitted to the Regime by this Fifth Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by Exhibit A to this Fifth Amendment.
- 3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPEL PROPERTIES, LLC

By:

Chris Dischinger, Manager

COMMONWEALTH OF KENTUCKY

)SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on August 16, 2005, by Chris

The foregoing instrument was acknowledged before me on August <u>/6</u>, 2005, by Chris Dischinger, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires:

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				
6520 Brook Bend Way	100	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	101	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	102	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	103	1st Floor	1,095.98	2.0%
6520 Brook Bend Way	200	2nd Floor	1,184.65	2.2%
6520 Brook Bend Way	201	2nd Floor	1,184.65	2.2%
6520 Brook Bend Way	202	2nd Floor	1,184.65	2.2%
6520 Brook Bend Way	203	2nd Floor	1,184.65	2.2%
	·····			
Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	105	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	106	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	107	1st Floor	1,096.87	2.0%
6500 Brook Bend Way	204	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	205	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	206	2nd Floor	1,187.74	2.2%
6500 Brook Bend Way	207	2nd Floor	1,187.74	2.2%
GOOD Brook Bond Way		<u> </u>	1,101.14	2.270
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	2.0%
6516 Brook Bend Way	133	1st Floor	1,093.36	2.0%
6516 Brook Bend Way	134	1st Floor	1,097.09	2.0%
6516 Brook Bend Way	135	1st Floor	1,097.09	2.0%
6516 Brook Bend Way	232	2nd Floor	1,183.98	2.2%
6516 Brook Bend Way	233	2nd Floor	1,183.98	2.2%
6516 Brook Bend Way	234	2nd Floor	1,184.65	2.2%
6516 Brook Bend Way	235	2nd Floor	1,184.65	2.2%
GO TO BIOOK BOILD IVA		2.10 1 1001	7,101.00	
Phase 4				_
6517 Brook Bend Way	128	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	129	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	130	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	131	1st Floor	1,097.15	2.0%
6517 Brook Bend Way	228	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	229	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	230	2nd Floor	1,185.53	2.2%
6517 Brook Bend Way	231	2nd Floor	1,185.53	2.2%
	 		.,	
Phase 5	·			
6501 Brook Bend Way	124	1st Floor	1,095.26	2.0%
6501 Brook Bend Way	125	1st Floor	1,096.32	2.0%
6501 Brook Bend Way	126	1st Floor	1,094.86	2.0%
6501 Brook Bend Way	127	1st Floor	1,095.16	2.0%
6501 Brook Bend Way	224	2nd Floor	1,180.55	2.2%
COOT DIOOR DONG Way			1,100.00	2.2/0

. DB 0 8 6 7 7 PG 0 9 8 7

EXHIBIT A

Crossings at Cooper Chapel Condominiums

6501 Brook Bend Way	225	2nd Floor	1,186.16	2.2%
6501 Brook Bend Way	226	2nd Floor	1,184.80	2.2%
6501 Brook Bend Way	227	2nd Floor	1,181.02	2.2%
Phase 6				
6502 Brook Bend Way	108	1st Floor	1,095.59	2.0%
6502 Brook Bend Way	109	1st Floor	1,104.08	2.0%
6502 Brook Bend Way	110	1st Floor	1,095.59	2.0%
6502 Brook Bend Way	111	1st Floor	1,104.08	2.0%
6502 Brook Bend Way	208	2nd Floor	1,190.51	2.2%
6502 Brook Bend Way	209	2nd Floor	1,205.88	2.2%
6502 Brook Bend Way	210	2nd Floor	1,190.51	2.2%
6502 Brook Bend Way	211	2nd Floor	1,205.88	2.2%
			54.816.09	100.0%

2

Document No.: DN2005135343
Lodged By: salyers
Recorded On: 08/16/2005 03:08:43
Total Fees: 14.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: CARHAR

Recorded in Condo Book Part No.

END OF DOCUMENT

SIXTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Sixth Amendment is made and entered into as of June _____, 2007, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("**Developer**").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, as amended by a Fourth Amendment of record in Deed Book 8581, Page 636, and as amended by a Fifth Amendment of record in Deed Book 8581, Page 636, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units and limited common elements.
- C. Section 1.3 of the Declaration contemplated that certain garages would be constructed as Limited Common Elements of the Regime and Developer has now constructed 12 more of those garage Limited Common Elements.
- **NOW, THEREFORE,** pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:
- Simultaneously with the recording of this Sixth Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Condominium Ownership Book 120, Pages 14 to 40 inclusive, a set of floor plans showing the layout, location, Unit numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Sixth Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Condominium (Apartment Ownership) Book 100, Pages 32 to 35 inclusive, the floor plans recorded with the First Amendment in Condominium (Apartment Ownership) Book 101, Pages 89 to 92 inclusive, the floor plans for garage Limited Common Elements recorded with the Second Amendment in Condominium (Apartment Ownership) Book 103, Pages 51 and 52, the floor plans recorded with the Third Amendment in Condominium (Apartment Ownership) Book 106, Pages 32

5

and 33, and the floor plans recorded with the Fifth Amendment in Condominium (Apartment Ownership) Book 109, Pages 81 and 82, in the office of the Clerk of Jefferson County, Kentucky.

- 2. The new units created by and submitted to the Regime by this Sixth Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by **Exhibit A** to this Sixth Amendment.
- Inited Common Elements for the benefit of one or more Units by Developer and once so assigned each such garage Limited Common Element shall remain a Limited Common Element for the benefit of the Unit to which it was initially assigned until sold or transferred as a Limited Common Element for the benefit of another Unit (and each such garage Limited Common Element must always be for the benefit of a Unit or Unit and may not be sold to any person or entity who is not a Unit owner). If there is a sale or transfer separate from the Unit to which it is assigned, the transferor and transferee owner shall notify the Board of the transfer. The interior of each such garage Limited Common Element shall be maintained by the Owner of the Unit to which it is assigned from time to time, with the structural portion, including without limitation the roofs, to be maintained by the Council as other Common Elements are, subject to the provisions of section 7.4 of the Declaration. The new garage limited common elements recorded with this Amendment are shown on the plans referred to in numerical paragraph 1 above.
- 4. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

COOPER CHAPEL PROPERTIES, LLC

By:	Chris Dischinger, Manager
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on June <u>N</u>, 2007, by Chris Dischinger, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires: December 14, 2009

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C.

Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				
6520 Brook Bend Way	100	1st Floor	1,095.98	1.7%
6520 Brook Bend Way	101	1st Floor	1,095.98	1.7%
6520 Brook Bend Way	102	1st Floor	1,095.98	1.7%
6520 Brook Bend Way	103	1st Floor	1,095.98	1.7%
6520 Brook Bend Way	200	2nd Floor	1,184.65	1.9%
6520 Brook Bend Way	201	2nd Floor	1,184.65	1.9%
6520 Brook Bend Way	202	2nd Floor	1,184.65	1.9%
6520 Brook Bend Way	203	2nd Floor	1,184.65	1.9%
Phase 2	Ι	_		
6500 Brook Bend Way	104	1st Floor	1,096.87	1.7%
6500 Brook Bend Way	105	1st Floor	1,096.87	1.7%
6500 Brook Bend Way	106	1st Floor	1,096.87	1.7%
6500 Brook Bend Way	107	1st Floor	1,096.87	1.7%
6500 Brook Bend Way	204	2nd Floor	1,187.74	1.9%
6500 Brook Bend Way	205	2nd Floor	1,187.74	1.9%
6500 Brook Bend Way	206	2nd Floor	1,187.74	1.9%
6500 Brook Bend Way	207	2nd Floor	1,187.74	1.9%
_	Τ			
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	1.7%
6516 Brook Bend Way	133	1st Floor	1,093.36	1.7%
6516 Brook Bend Way	134	1st Floor	1,097.09	1.7%
6516 Brook Bend Way	135	1st Floor	1,097.09	1.7%
6516 Brook Bend Way	232	2nd Floor	1,183.98	1.9%
6516 Brook Bend Way	233	2nd Floor	1,183.98	1.9%
6516 Brook Bend Way	234	2nd Floor	1,184.65	1.9%
6516 Brook Bend Way	235	2nd Floor	1,184.65	1.9%
<u>Phase 4</u>				
6517 Brook Bend Way	128	1st Floor	1,097.15	1.7%
6517 Brook Bend Way	129	1st Floor	1,097.15	1.7%
6517 Brook Bend Way	130	1st Floor	1,097.15	1.7%
6517 Brook Bend Way		1st Floor	1,097.15	1.7%
6517 Brook Bend Way	228	2nd Floor	1,185.53	1.9%
6517 Brook Bend Way	229	2nd Floor	1,185.53	1.9%
6517 Brook Bend Way	230	2nd Floor	1,185.53	1.9%
6517 Brook Bend Way	231	2nd Floor	1,185.53	1.9%
Phase 5				
6501 Brook Bend Way	124	1st Floor	1,095.26	1.7%
6501 Brook Bend Way	125	1st Floor	1,096.32	1.7%
6501 Brook Bend Way	126	1st Floor	1,094.86	1.7%
6501 Brook Bend Way	127	1st Floor	1,095.16	1.7%
6501 Brook Bend Way	224	2nd Floor	1,180.55	1.8%

Crossings at Cooper Chapel Condominiums

6501 Brook Bend Way	225	2nd Floor	1,186.16	1.9%
6501 Brook Bend Way	223	2nd Floor	1,184.80	1.9%
6501 Brook Bend Way	227	2nd Floor	1,181.02	1.8%
Phase 6				
6502 Brook Bend Way	108	1st Floor	1,095.59	1.7%
6502 Brook Bend Way	109	1st Floor	1,104.08	1.7%
6502 Brook Bend Way	110	1st Floor	1,095.59	1.7%
6502 Brook Bend Way	- 111	1st Floor	1,104.08	1.7%
6502 Brook Bend Way	208	2nd Floor	1,190.51	1.9%
6502 Brook Bend Way	_209	2nd Floor	1,205.88	1.9%
6502 Brook Bend Way	210	2nd Floor	1,190.51	1.9%
6502 Brook Bend Way	211	2nd Floor	1,205.88	1.9%
Phase 7				
6503 Brook Bend Way	120	1st Floor	1,087.54	1.7%
6503 Brook Bend Way	121	1st Floor	1,087.36	1.7%
6503 Brook Bend Way	122	1st Floor	1,089.35	1.7%
6503 Brook Bend Way	123	1st Floor	1,090.72	1.7%
6503 Brook Bend Way	220	2nd Floor	1,181.58	1.8%
6503 Brook Bend Way	221	2nd Floor	1,180.94	1.8%
6503 Brook Bend Way	222	2nd Floor	1,180.48	1.8%
6503 Brook Bend Way	223	2nd Floor	1,181.02	1.8%
	 		63,895,08	100.0%

Recorded in Condo Book

END OF DOCUMENT

Document No.: DN2807893894
Lodged By: SALYERS
Recorded On: 86/12/2007 12:18:44
Total Fees: 19.60
Transfer Tax: .90
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: TERHIG

SEVENTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Seventh Amendment is made and entered into as of ________, 2009, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1473 South 4th Street, Louisville, Kentucky 40208 ("**Developer**") AND BY THE SEVERAL UNIT OWNERS EXECUTING THIS AMENDMENT AS SET FORTH LATER IN THIS AMENDMENT.

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, as amended by a Fourth Amendment of record in Deed Book 8581, Page 636, as amended by a Fifth Amendment of record in Deed Book 8581, Page 636, and as amended by a Sixth Amendment of record in Deed Book 9051, Page 401, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- C. Developer and the undersigned Unit Owners desire to amend certain provisions of the Declaration to extend the time during which Developer can add additional Units to and expand the Regime and market and sell Units.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer and the undersigned Unit Owners hereby amend the Declaration as follows:

- 1. Section 2.4(d) of the Declaration is amended to read in its entirety as follows:
- "(d) Developer hereby reserves for itself, its successors and assigns, for a period ending on December 31, 2013, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees or other lien holders, or other parties claiming a legal or equitable interest in the Regime, any amendment, agreement or supplement that may be required to expand the Regime, and by taking any interest in the Regime or by taking any interest in a Unit, each such person or entity shall be deemed to have granted to Developer a power of attorney for such purposes,

coupled with an interest, running with the Regime or Unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal. Developer, for itself, and for it successors and assigns, reserves an interest in any real estate, including the Regime and each Unit, for these purposes. This interest reserved by Developer and the power of attorney hereby granted by each interest holder includes the right to amend the percentage of common interest appurtenant to each Unit and otherwise to amend this Declaration to supplement the floor plans to accomplish the expansion of the Regime, as contemplated by this Section. No such additional Units shall be added to the Regime unless they are substantially completed."

2. Section 5.1 of the Declaration is amended to read in its entirety as follows:

"Section 5.1 Use. The Units shall be used only for single family residential purposes; provided during development and construction of the Regime, Developer may use one or more Units as a sales office or model and may use the Common Elements for parking for employees and customers and for signs marketing the sale of Units. Except for the foregoing exception for Developer's use of one or more Units as a sales office or model and the rights of Developer to signs and related marketing activities, the Units shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Council, or any Rules and Regulations that may be adopted from time to time by the Board as to the use and appearance of the Units and the Common Elements."

3. In all other respects, the terms and provisions of the Declaration are ratified and affirmed.

WITNESS the signature of Developer and the undersigned Unit Owners as of the above date, but actually on the dates set forth in the notarial certificates below.

COOPER CHAPEL PROPERTIES, D.C.

By:

Mark Lechner, Manager

COMMONWEALTH OF KENTUCKY
)
)SS

COUNTY OF JEFFERSON
)

The foregoing instrument was acknowledged before me on June 18th, 2009, by Mark Lechner, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

0809418PGU491

Notary Public

Commission expires:

My Commission Expires December 14, 2009

[Signatures and Acknowledgements of Unit Owners are on separate counterpart pages attached and part of this Amendment]

[Unit Owners are identified by name, Unit Number and source of title]

08 0 9 4 1 8 PG 0 4 9 2

UNIT OWNER:

LD/	w squared, Life
By:	Mark Lechner, Manager
UNI	T NUMBER:
Unit	104, Building 6500 Brook Bend Way
SOU	PRCE OF TITLE:
Dee	i Book 8830, Page 344
COMMONWEALTH OF KENTU	JCKY))SS
COUNTY OF JEFFERSON)
	was acknowledged before me on <u>June 18th</u> , 2009, by D/W Squared, LLC, a Kentucky limited liability company, on
	Patricia H. Morley
	Notary Public 0
	Commission expires: My Commission Expires December 14, 2009

UNIT OWNER:

Ella Young Burge.

UNIT NUMBER: Unit 106, Building 6500 Brook Bend Way **SOURCE OF TITLE:** Deed Book 8968, Page 880 COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON** The foregoing instrument was acknowledged before me on June 18th, 2009, by

Notary Public Commission expires: December 14, 2009

UNIT OWNER: JR INVESTMENTS, LLC	
By:	/Manager
UNIT NUMBER:	
Unit 204, Building 6500 Broo	k Bend Way
SOURCE OF TITLE:	
Deed Book 8349, Page 837	
COMMONWEALTH OF KENTUCKY))SS	
COUNTY OF JEFFERSON)	
The foregoing instrument was acknowledged before Ann Lechner, as member/manager of JR Investments, company, on behalf of the company. Company	

UNIT OWNER:

Donald J. Williams	
UNIT NUMBER:	
Unit 205, Building 6500 Brook Bend Way	
SOURCE OF TITLE:	
Deed Book 8950, Page 876	
COMMONWEALTH OF KENTUCKY))SS	
COUNTY OF JEFFERSON)	
The foregoing instrument was acknowledged before me on June 18th, 2009, Donald J. Williams.	by
Patricia K Morley	
Notary Public Commission expires: Decambor 14.	200

Paul D. Vititoe.

UNIT OWNER: UNIT NUMBER: Unit 206, Building 6500 Brook Bend Way **SOURCE OF TITLE:** Deed Book 8402, Page 825 COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON** The foregoing instrument was acknowledged before me on June 2010, 2009, by Patricia K Moray Notary Public Commission expires: December 14,2009

0809418PG0497

UNIT OWNER:

Peggy I. O	MBER:
Unit 125,	Building 6501 Brook Bend Way
SOURCE	OF TITLE:
Deed Boo	k 8686, Page 813
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was a Gregory C. Gatewood and Peggy J. Gate	Notary Public Commission expires: December 1, 2009

08 0 9 4 1 8 PG 0 4 9 8

UNIT OWNE	R:
Lames A. Spea Emogene Spea	gene Spear
UNIT NUMB	ER:
Unit 126, Buil	ding 6501 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 86	44, Page 577
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledge A. Spear and Emogene Spear.	owledged before me on June 18th, 2009, by
	Potricia & Morley Notary Public
	Notary Public Commission expires: December 14, 2009

UNII UWN	EK.
Anelia P. Ma	rinova
UNIT NUM	BER:
Unit 224, Bu	ilding 6501 Brook Bend Way
SOURCE O	F TITLE:
Deed Book 8	3632, Page 989
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ack Anelia P. Marinova.	Patricia K Moley Notary Public Commission expires: December 14, 2009

UNIT OWNER:

Patricia M. C	tru Ollies Carnes
UNIT NUM	BER:
Unit 225, Bu	ilding 6501 Brook Bend Way
SOURCE O	F TITLE:
Deed Book 8	3557, Page 450
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ack Patricia M. Carnes.	Patricia K Molus Notary Public Commission expires: December 14, 2009

UNIT OWNER:

UNIT NUMBER:

Unit 226, Building 6501 Brook Bend Way

SOURCE OF TITLE:

Deed Book 9265, Page 451

COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON**

The foregoing instrument was acknowledged before me on ____ John Hodges.

Notary Public Commission expires: <u>December 14</u>, 2009

UNIT OWNE	ER:
Henrietta Sand	dy Franklin
UNIT NUME	BER:
Unit 108, Bui	lding 6502 Brook Bend Way
SOURCE OF	FTITLE:
Deed Book 92	261, Page 944
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ackn Henrietta Sandy Franklin.	Potricia K Moley Notary Public Commission expires: December 14, 200

UNIT OWNER:

Maxine L. Ge	A Hericke recke
UNIT NUME	BER:
Unit 110, Buil	ding 6502 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 88	309, Page 348
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ackn Maxine L. Gerecke.	owledged before me on June 18th, 2009, by Patricia K Morley Notary Public Commission expires: December 14, 2009

<i>)</i> 5	Λ	o	1	D
Lonnie	771	ania.		20 KS.

UNIT OWNER:

UNIT NUMBER:

Unit 111, Building 6502 Brook Bend Way

SOURCE OF TITLE:

Deed Book 8939, Page 291

COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON**

The foregoing instrument was acknowledged before me on June 18th, 2009, by Lonnie Marie Freels.

Patricia & Morley

Notary Public
Commission expires: Decamber 14, 2009

UNIT OWNER:	
arthre	
John Auffarth	
UNIT NUMBER:	
Unit 208, Building 6502 Brook Bend Way	

SOURCE OF TITLE:

Deed Book 9229, Page 183

COMMONWEALTH OF KENTUCKY)		
COUNTY OF JEFFERSON)SS)		

The foregoing instrument was acknowledged before me on June 18th, 2009, by John Auffarth.

Patricie K Moley

Notary Public

Commission expires: December 14, 2009

	UNIT OWNER: DF INVESTMENT GROUP, LLC
	By: A. R. Denfor Title: Member
	UNIT NUMBER:
	Unit 210, Building 6502 Brook Bend Way
	SOURCE OF TITLE:
	Deed Book 9321, Page 470
COMMONWEALTH OF KE	•
COUNTY OF JEFFERSON)SS)
The foregoing instrum A. Brandon Dentor liability company, on behalf of	nent was acknowledged before me on June 18th, 2009, by , as member of DF Investment Group, LLC, a Kentucky limited f the company. Patricia K. Moley Notary Public Commission expires to Commission Expires December 14, 2009

	UNIT OWNER: COOPER CHAPEL PROPERTIES, LLC
	By: Mark Deehner, Wanager
	UNIT NUMBER:
	Unit 120, Building 6503 Brook Bend Way
	SOURCE OF TITLE:
	Deed Book 7940, Page 119 Deed Book 8000, Page 908
COMMONWEALTH OF KE	ENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instruments as manager company, on behalf of the co	ment was acknowledged before me on <u>June 18th</u> , 2009, by of Cooper Chapel Properties, LLC, a Kentucky limited liability mpany.
	Patricia K Moley
	Notary Public Commission expires My Commission Expires Decomber 14, 2009
	COURTHISSION exhites the continuent sales persuing 14, man

	/ESTMENT GROUP, LLC
By: Title:	A. B. Venton Member
UNIT	NUMBER:
Unit 12	21, Building 6503 Brook Bend Way
SOUR	CE OF TITLE:
Deed E	Book 9321, Page 470
COMMONWEALTH OF KENTUC	KY))SS
COUNTY OF JEFFERSON)
	as acknowledged before me on <u>June 18th</u> , 2009, by ember of DF Investment Group, LLC, a Kentucky limited ompany.
	Notary Public
	Commission expires: My Commission Expires December 14, 2009

	UNIT OWNER:	CROUD II.C	
	DF INVESTMENT	GROUP, LLC	
	By: Title: Member	A- El Den	fan
	UNIT NUMBER:		
	Unit 122, Building	6503 Brook Bend W	[/] ay
	SOURCE OF TIT	TLE:	
	Deed Book 9321, l	Page 470	
COMMONWEALTH OF K	ENTUCKY))SS		
COUNTY OF JEFFERSON)		
M. Brandon Went	<u>an</u> , as member of	dged before me on S	June 18th, 2009, by up, LLC, a Kentucky limited
liability company, on behalf	of the company.	01	~ ^ ^
		Patricia K	, [Y Josep
		tary Public	•
	Con	mmiccion evnirec. 🕨	<u>r comussion capitus December 14, 200</u>

BROOKS S&T HARDWARE & SUPPLY, INC.

Arthur Hilbers, President

Unit 123, Building 6503 Brook Bend Way

UNIT OWNER:

UNIT NUMBER:

SOURCE O	F TITLE:
Deed Book 9	9300, Page 780
))SS) nowledged before me on June 20th, 2009, by Hardware & Supply, Inc., a Kentucky corporation, on Patricia K. Morley Notary Public Commission expires: December 14, 2009

Monica S. Sm	15,5mith
UNIT NUME	BER:
Unit 220, Bui	lding 6503 Brook Bend Way
SOURCE OF	F TITLE:
Deed Book 93	319, Page 803
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledge Monica S. Smith.	Patricia K Molley Notary Public Commission expires: Decombacly, 2009

UNIT OWNER:

NB 0 9 4 1 8 PG C 5 1 2

UNIT OWNE	ER:
Steven A. Zato UNIT NUMB	
Unit 222, Buil	lding 6503 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 90	080, Page 41
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ackn Steven A. Zabel.	owledged before me on Jyne 24th 2009, by Patricia K. Moley Notary Public Commission expires: December 14, 2009

COOPER CHA	APEL PROPERTIES LLC
By: Mark 1	Lechner Manager
UNIT NUMB	EER:
Unit 223, Buil	ding 6503 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 79	40, Page 119
Deed Book 80	000, Page 90
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknown Mark Lechner, as manager of Cooper Checompany, on behalf of the company.	owledged before me on <u>June 18th</u> , 2009, by napel Properties, LLC, a Kentucky limited liability
	Patricia K. Morley
	Notary Public Commission expires: My Commission Expires December 14, 2009
	1

UNIT OWNER:

Ralph A. Burba, Jr.

UNIT NUMBER: Unit 132, Building 6516 Brook Bend Way **SOURCE OF TITLE:** Deed Book 8432, Page 363 COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON** The foregoing instrument was acknowledged before me on Jyne 21 st, 2009, by Patricia K Morley Notary Public Commission expires: December 14, 2009

08 0 9 4 1 8 PG 6 5 1 5

UNIT OWI LD/W SQU	NER: ARED, LLO
By:	k Leyhner, Manager
UNIT NUN	MBER:
Unit 135, B	uilding 6516 Brook Bend Way
SOURCE	OF TITLE:
Deed Book	8830, Page 344
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ac Mark Lechner, as manager of LD/W Sq behalf of the company.	knowledged before me on June 18th, 2009, by juared, LLC, a Kentucky limited liability company, on
	Patricia H. Moley
	Notary Public
	Commission expires: My Commission Expires December 14, 2009

D8 0 9 4 1 8 PG 0 5 1 6

UNIT OWN LD/W SQUA	
By: Mark	Lechner Manager
UNIT NUM	BER:
Unit 233, Bu	ilding 6516 Brook Bend Way
SOURCE O	F TITLE:
Deed Book 8	830, Page 344
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
	nowledged before me on June 18th, 2009, by ared, LLC, a Kentucky limited liability company, on
	Patricia K Moley
	Notary Public Commission expires: My Commission Expires December 14, 2009
	Commission expires:

DB 0 9 4 1 8 PG 0 5 1 7

UNIT OWNER:

Jeffle M.C.	m. Later rutcher
UNIT NUM	BER:
Unit 235, Bu	ailding 6516 Brook Bend Way
SOURCE O	OF TITLE:
Deed Book 8	8566, Page 616
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was ack Jeffrey M. Crutcher.	Patricia K Moller Notary Public Commission expires: December 14, 20

UNIT OWNE Margaret Ann	ER: Clark-Finney
UNIT NUME Unit 128, Bui	BER: Iding 6517 Brook Bend Way
SOURCE OF	
COMMONWEALTH OF KENTUCKY COUNTY OF JEFFERSON))SS)
The foregoing instrument was acknowledge Margaret Anne Clark-Finney.	Patricia H Moley Notary Public Commission expires: Decomber 14, 200

Becky L. Rickert.

UNIT OWNER: UNIT NUMBER: Unit 129, Building 6517 Brook Bend Way **SOURCE OF TITLE:** Deed Book 8478, Page 69 COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON** The foregoing instrument was acknowledged before me on June 19th, 2009, by Notary Public Commission expires: Decamber 14, 2009 **UNIT OWNER:**

Susan L. Tindell	L Tindall
UNIT NUMBER	R :
Unit 130, Buildir	ng 6517 Brook Bend Way
SOURCE OF T	ITLE:
Deed Book 8587	, Page 111
COMMONWEALTH OF KENTUCKY)	
COUNTY OF JEFFERSON)	00
Susan L. Tindell.	Patrica K Moley Otary Public ommission expires: December 14, 2009

08 0 9 4 1 8 PG 0 5 2 1 UNIT OWNER: **UNIT NUMBER:** Unit 131, Building 6517 Brook Bend Way **SOURCE OF TITLE:** Deed Book 8443, Page 509 COMMONWEALTH OF KENTUCKY)SS **COUNTY OF JEFFERSON** The foregoing instrument was acknowledged before me on June 18th, 2009, by Patrica K Maley

Notary Public

Commission expires: December M, 2009

Marsha McMillan.

UNIT OWNE	ER:
Galadriel Bur	Rande
UNIT NUME	BER:
Unit 228, Bui	Iding 6517 Brook Bend Way
SOURCE OF	FTITLE:
Deed Book 93	378, Page 793
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledge Galadriel Burke.	Patrias L Maler Notary Public Commission expires: December 14, 2009

DB 0 9 4 1 8 PG 0 5 2 3

UNIT OWNE	R:
Donna M. McM	Millen Millen
UNIT NUMB	ER:
Unit 230 (250	in Deed), Building 6517 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 85	06, Page 878
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknown Donna M. McMillen.	Patricia K Moley
	Notary Public Commission expires: December 14,2009

UNIT OWN	NER:
Thehot	2 Johnson
Nicholas S.	Johnson
UNIT NUM	IBER:
Unit 231, Bu	uilding 6517 Brook Bend Way
SOURCE C	OF TITLE:
Deed Book	9368, Page 870
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acl Nicholas S. Johnson.	Patricia K. Moley Notary Public Commission expires: December 14, 200

OB 09418PG0525

UNIT OWN	ER:
Clark Elizabeth Mon	rris (fka Elizabeth Byrd)
UNIT NUME	BER:
Unit 100, Bui	lding 6520 Brook Bend Way
SOURCE OF	TITLE:
Deed Book 93	327, Page 302
COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON)SS)
The foregoing instrument was ackn Elizabeth Morris (fka Elizabeth Byrd).	Patricia & Moley Notary Public Commission expires: December 14, 2009

UNIT OWN MJAC INVE	10 // 11
By: Mark	Lechner, Member
UNIT NUM	BER:
Unit 102, Bu	ilding 6520 Brook Bend Way
SOURCE O	F TITLE:
Deed Book 8	334, Page 38
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
	nowledged before me on <u>June 18th</u> , 2009, by tments, LLC, a Kentucky limited liability company, on
· · · · · · · · · · · · · · · · · · ·	Patricia K. Morlun
	Notary Public Commission expires: 6002 1/1 sequence scale scale of the commission expires:

	LD/W SQUARED, LAC
	By: Mark Lechney, Manager
	UNIT NUMBER:
	Unit 103, Building 6520 Brook Bend Way
	SOURCE OF TITLE:
	Deed Book 8830, Page 344
COMMONWEALTH OF KI	ENTUCKY))SS
COUNTY OF JEFFERSON)
	ment was acknowledged before me on June 18th, 2009, by of LD/W Squared, LLC, a Kentucky limited liability company, on
	Potricia K. Moder
	Notary Public Commission avairage My Commission Expres December 14, 2009
	Commission ownings, My Commission Edited Decision 14, 2000

OB 0 9 4 1 8 PG 0 5 2 8

	U NIT OWNER : RYKARA, LLC
I	By: Chris Dischinger, Member
ī	UNIT NUMBER:
ī	Unit 200, Building 6520 Brook Bend Way
5	SOURCE OF TITLE:
1	Deed Book 9386, Page 935
COMMONWEALTH OF KE	,
COUNTY OF JEFFERSON)SS)
The foregoing instrum Chris Dischinger, as member of the company.	nent was acknowledged before me on June 19th, 2009, by of Rykara, LLC, a Kentucky limited liability company, on behalf of
are company.	Patricia K. Morley
	Notary Public Commission expires: December 14,2009

UNIT O MJAC II	WNER: VVESTMENAS, LLC
By:	Mark Lechner Member
UNIT N	UMBER:
Unit 201	, Building 6520 Brook Bend Way
SOURC	E OF TITLE:
Deed Bo	ok 8334, Page 40
COMMONWEALTH OF KENTUCK	Y))SS
COUNTY OF JEFFERSON)
<u> </u>	acknowledged before me on June 18th, 2009, by nvestments, LLC, a Kentucky limited liability company, on
	Patricia K. mordey
	Notary Public Commission expires: My commission Expires December 14, 2009
	Commission expires:

UNIT (OWNER:
JR INV	ESTMENTS, LLC
Ву:	Ann Lechrier, Member/Manager
UNIT	NUMBER:
Unit 20	2, Building 6520 Brook Bend Way
SOUR	CE OF TITLE:
Deed B	ook 8349, Page 837
COMMONWEALTH OF KENTUCE	CY))SS
COUNTY OF JEFFERSON)
	s acknowledged before me on June. 22nd, 2009, by of JR Investments, LLC, a Kentucky limited liability Patricia K Maluz Notary Public Commission expires: December 14, 2009

Mark Lechner Member

UNIT OWNER:

UNIT NUMBER:

By:

MBL PROPERTIES L

Unit 203, Building 6520 Brook Bend Way
SOURCE OF TITLE:
Deed Book 9386, Page 231
COMMONWEALTH OF KENTUCKY))SS
COUNTY OF JEFFERSON)
The foregoing instrument was acknowledged before me on June 18th, 2009, by Mark Lechner, as manager of MBLI Properties, LLC, a Kentucky limited liability company, or behalf of the company.
Patricia h. Morley
Notary Public Commission expires: My Commission Expires December 14, 2009

This Instrument Prepared By:

David B. Buechler

Salyers & Buechler, P. S. C. Suite 204, The 1000 Building

6200 Dutchmans Lane

Louisville, Kentucky 40205

Document No.: DN2003035125 Lodged By: SALYERS & BUECHLER Recorded On: 06/30/2009 03:15:08 Total Fees: 136.00 Transfer Tax: .00 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY Deputy Clerk: KELTAR

CND

EIGHTH AMENDMENT TO MASTER DEED AND DECLARATION FOR CROSSINGS AT COOPER CHAPEL CONDOMINIUMS

This Eighth Amendment is made and entered into as of December 19, 2013, by COOPER CHAPEL PROPERTIES, LLC, a Kentucky limited liability company, 1469 South 4th Street, Louisville, Kentucky 40208 ("**Developer**").

RECITALS

- A. Developer placed to record a Master Deed and Declaration of Crossings at Cooper Chapel Condominiums, dated December 23, 2003, of record in Deed Book 8327, Page 176, as amended by a First Amendment dated April 20, 2004, of record in Deed Book 8395, Page 704, as amended by a Second Amendment dated August 5, 2004, of record in Deed Book 8463, Page 457, as amended by a Third Amendment dated December 28, 2004, of record in Deed Book 8546, Page 939, as amended by a Corrected Third Amendment dated January 4, 2005, of record in Deed Book 8550, Page 172, as amended by a Fourth Amendment of record in Deed Book 8581, Page 636, as amended by a Fifth Amendment of record in Deed Book 8671 Page 1844 as amended by a Sixth Amendment of record in Deed Book 9051, Page 401, and as amended by a Seventh Amendment of record in Deed Book 9418, Page 489, all in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.
- B. Pursuant to Section 2.4 of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units and limited common elements.
- **NOW, THEREFORE,** pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:
- Simultaneously with the recording of this Eighth Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Condominium Book 131. to 32 inclusive, plat and plans showing the layout, location, Unit 30 numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Eighth Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plat and plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. The plat and plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Condominium (Apartment Ownership) Book 100, Pages 32 to 35 inclusive, the floor plans recorded with the First Amendment in Condominium (Apartment Ownership) Book 101, Pages 89 to 92 inclusive, the floor plans for garage Limited Common Elements recorded with the Second Amendment in Condominium (Apartment Ownership) Book 103, Pages 51 and 52, the floor plans recorded with the Third Amendment in Condominium (Apartment Ownership) Book 106, Pages 32 and 33, the floor plans recorded with the Fifth Amendment in Condominium (Apartment Ownership) Book 109, Pages 81 and 82, and the floor plans recorded with the Sixth

Amendment in Condominium Book 1120, Pages 14 to 16 inclusive, in the office of the Clerk of Jefferson County, Kentucky.

- The new units created by and submitted to the Regime by this Eighth Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by **Exhibit A** to this Eighth Amendment.
- 3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer as of the above date but actually on the date set forth in the notarial certificate below.

By:

COOPER CHAPEL PROPERTIES, LLC

COMMONWEALTH OF KENTUCKY

)SS

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on December (9, 2013, by)Mark Lechner, as manager of Cooper Chapel Properties, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

Commission expires:

buchle

This Instrument Prepared By:

David B. Buechler

Stuart & Buechler, P. S. C.

906 Lily Creek Road, Suite 202

Louisville, Kentucky 40243

EXHIBIT A

Crossings at Cooper Chapel Condominiums

Building	Unit No.	Unit Location	Unit Floor Area	Percentage of
		and Type		Common Interest
Phase 1				
6520 Brook Bend Way	100	1st Floor	1,095.98	1.3%
6520 Brook Bend Way	101	1st Floor	1,095.98	1.3%
6520 Brook Bend Way	102	1st Floor	1,095.98	1.3%
6520 Brook Bend Way	103	1st Floor	1,095.98	1.3%
6520 Brook Bend Way	200	2nd Floor	1,184.65	1.4%
6520 Brook Bend Way	201	2nd Floor	1,184.65	1.4%
6520 Brook Bend Way	202	2nd Floor	1,184.65	1.4%
6520 Brook Bend Way	203	2nd Floor	1,184.65	1.4%
Phase 2				
6500 Brook Bend Way	104	1st Floor	1,096.87	1.3%
6500 Brook Bend Way	105	1st Floor	1,096.87	1.3%
6500 Brook Bend Way	106	1st Floor	1,096.87	1.3%
6500 Brook Bend Way	107	1st Floor	1,096.87	1.3%
6500 Brook Bend Way	204	2nd Floor	1,187.74	1.4%
6500 Brook Bend Way	205	2nd Floor	1,187.74	1.4%
6500 Brook Bend Way	206	2nd Floor	1,187.74	1.4%
6500 Brook Bend Way	207	2nd Floor	1,187.74	1.4%
Phase 3				
6516 Brook Bend Way	132	1st Floor	1,093.36	1.3%
6516 Brook Bend Way	133	1st Floor	1,093.36	1.3%
6516 Brook Bend Way	134	1st Floor	1,097.09	1.3%
6516 Brook Bend Way	135	1st Floor	1,097.09	1.3%
6516 Brook Bend Way	232	2nd Floor	1,183.98	1.4%
6516 Brook Bend Way	233	2nd Floor	1,183.98	1.4%
6516 Brook Bend Way	234	2nd Floor	1,184.65	1.4%
6516 Brook Bend Way	235	2nd Floor	1,184.65	1.4%
Phase 4				
6517 Brook Bend Way	128	1st Floor	1,097.15	1.3%
6517 Brook Bend Way	129	1st Floor	1,097.15	1.3%
6517 Brook Bend Way	130	1st Floor	1,097.15	1.3%
6517 Brook Bend Way	131	1st Floor	1,097.15	1.3%
6517 Brook Bend Way	228	2nd Floor	1,185.53	1.4%
6517 Brook Bend Way	229	2nd Floor	1,185.53	1.4%
6517 Brook Bend Way	230	2nd Floor	1,185.53	1.4%
6517 Brook Bend Way	231	2nd Floor	1,185.53	1.4%
-				
Phase 5				
6501 Brook Bend Way	124	1st Floor	1,095.26	1.3%
6501 Brook Bend Way	125	1st Floor	1,096.32	1.3%
6501 Brook Bend Way	126	1st Floor	1,094.86	1.3%
6501 Brook Bend Way	127	1st Floor	1,095.16	1.3%
6501 Brook Bend Way	224	2nd Floor	1,180.55	1.4%
6501 Brook Bend Way	225	2nd Floor	1,186.16	1.4%

EXHIBIT A

Crossings at Cooper Chapel Condominiums

			92.007.00	100.070
			82.087.88	100.0%
6506 Brook Bend Way	203	2nd Floor	1,186.5	1.4%
6506 Brook Bend Way	202	2nd Floor	1,179.3	1.4%
6506 Brook Bend Way	201	2nd Floor	1,179.3	1.4%
6506 Brook Bend Way	200	2nd Floor	1,186.5	1.4%
6506 Brook Bend Way	103	1st Floor	1,092.6	1.3%
6506 Brook Bend Way	102	1st Floor	1,089.8	1.3%
6506 Brook Bend Way	101	1st Floor	1,089.8	1.3%
6506 Brook Bend Way	100	1st Floor	1,092.6	1.3%
Phase 9				
6504 Brook Bend Way	203	2nd Floor	1,186.5	1.4%
6504 Brook Bend Way	202	2nd Floor	1,179.3	1.4%
6504 Brook Bend Way	201	2nd Floor	1,179.3	1.4%
6504 Brook Bend Way	200	2nd Floor	1,186.5	1.4%
6504 Brook Bend Way	103	1st Floor	1,092.6	1.3%
6504 Brook Bend Way	102	1st Floor	1,089.8	1.3%
6504 Brook Bend Way	101	1st Floor	1,089.8	1.3%
6504 Brook Bend Way	100	1st Floor	1,092.6	1.3%
Phase 8				
•				
6503 Brook Bend Way	223	2nd Floor	1,181.02	1.4%
6503 Brook Bend Way	222	2nd Floor	1,180.48	1.4%
6503 Brook Bend Way	221	2nd Floor	1,180.94	1.4%
6503 Brook Bend Way	220	2nd Floor	1,181.58	1.4%
6503 Brook Bend Way	123	1st Floor	1,090.72	1.3%
6503 Brook Bend Way	122	1st Floor	1,089.35	1.3%
6503 Brook Bend Way	121	1st Floor	1,087.36	1.3%
6503 Brook Bend Way	120	1st Floor	1,087.54	1.3%
Phase 7				
OUSE DIOUN DENG TVAY	<u> </u>	2110 1 1001	1,200.00	1.070
6502 Brook Bend Way	211	2nd Floor	1,205.88	1.5%
6502 Brook Bend Way	210	2nd Floor	1,190.51	1.5%
6502 Brook Bend Way	209	2nd Floor	1,205.88	1.5%
6502 Brook Bend Way	208	2nd Floor	1,190.51	1.5%
6502 Brook Bend Way	111	1st Floor	1,104.08	1.3%
6502 Brook Bend Way	110	1st Floor	1,095.59	1.3%
6502 Brook Bend Way	109	1st Floor	1,104.08	1.3%
6502 Brook Bend Way	108	1st Floor	1,095.59	1.3%
Phase 6				
6501 Brook Bend Way	227	2nd Floor	1,181.02	1.4%
CEA4 Decale Decad Mace 1	227	2nd Floor	1,184.80	4 40/

Recorded in Condo Book
No. 131 Fage 30-32
2925

Document No.: DN2013212628 Lodged By: S&B Recorded On: 12/19/2013 12:48:13 Total Fees: 16.00 Transfer Tax: .00 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY Deputy Clerk: AMASHO

BOOK 0611 PAGE 0742

0566422.09

PBlevins NAOI

John Y. Brown III Secretary of State Received and Filed 08/19/2003 10:40:30 AM Fee Receipt: \$8.00

ARTICLES OF INCORPORATION OF

CROSSINGS AT COOPER CHAPEL CONDOMINIUMS COUNCIL, INC.

The undersigned incorporator, David B. Buechler, hereby adopts the following Articles of Incorporation in accordance with the provisions of Chapter 273 of the Kentucky Revised Statutes.

ARTICLE I

The name of the non-profit, non-stock corporation is Crossings at Cooper Chapel Condominiums Council, Inc. and the mailing address of the principal office is 1473 South 4th Street, Louisville, Kentucky 40208.

ARTICLE II

The Corporation is organized to promote the social welfare and serve the common good and general welfare of its members, and shall include administering the Master Deed and Declaration of Condominium Property Regime of Crossings at Cooper Chapel Condominiums, as amended from time to time, relating to that condominium regime in Jefferson County, Kentucky.

ARTICLE III

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation of services rendered and to make payments and distribution in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaigns on behalf of or in opposition to any candidate for political office.

ARTICLE IV

The address of the initial registered office of the Corporation is Suite 204, The 1000 Building, 6200 Dutchmans Lane, Louisville, Kentucky 40205, and the name of the initial registered agent at such address David B. Buechler.

ARTICLE V

Upon the dissolution of the Corporation, assets shall be distributed to one or more organizations, as designated by the Board of Directors at that time, to be used in such a manner as in the judgment of the Board of Directors will best accomplish the general purposes of the Corporation.

RADK 0611 PAGE 0743

ARTICLE VI

The name and address of the incorporator is David B. Buechler, The 1000 Building, Suite 204, 6200 Dutchmans Lane, Louisville, Kentucky 40205.

ARTICLE VII

The number of directors to constitute the initial Board of Directors is three. The names and mailing addresses of the persons whom shall serve as initial directors are as follows:

- 1. Donald J. Weber, 2206 Frankfort Avenue, Louisville, Kentucky 40206.
- 2. George C. Martin, Box 23282, Anchorage, Kentucky 40223.
- Christopher Dischinger, 1473 South 4th Street, Louisville, Kentucky 40208 3.

The initial directors shall serve until their successors are appointed as determined by the Corporation's Bylaws.

ARTICLE VII

Pursuant to KRS 273.248 the Corporation hereby eliminates the personal liability of a director of the Corporation from monetary damages for breach of his or her duties as a director; provided that this provision will not operate to eliminate or the liability of the director in the following circumstances:

- 1. Any transaction in which the director's personal financial interest is in conflict with the financial interests of the Corporation:
- 2. Any act or omission not in good faith or which involves intentional misconduct or which is known to the director to be a violation of law; and
 - 3. Any transaction in which the director derives an improper personal benefit.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation in triplicate originals on August 16, 2003.

David B. Buechler

By signing below, David B. Buechler hereby consents to act as registered agent on behalf of Crossings at Cooper Chapel Condominiums Council, Inc.

Document No.: DN2003188154 Lodged By: SALYERS Recorded On: 08/22/2003

County Clerk: BORBIE HOLSCLAW-JEFF CO KY

David B. Buechler

Deputy Clerk: CARHAR

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums

Amended, Restated and Effective August 2012

Preamble. These amended and restated Rules and Regulations have been adopted by the Board of the Crossings at Cooper Chapel Condominiums Council, Inc., the corporation administering the condominium development known as Crossings at Cooper Chapel Condominiums in Jefferson County, Kentucky and supersede prior Rules and Regulations.

Living in a condominium regime has features in common with three familiar forms of association—a government, a business, and a neighborhood. As a government, the Corporation administering the condominium, which includes each owners as a member (voter), has the power to assess fees against condominium units and their owners (like a tax) and the power to prescribe certain behavior when various members (unit owners) come into contact with each. Like a business, the Corporation administering the condominium regime has a duty to take actions in the best interests of all members and to make decisions on a sound fiscal basis. Like a neighborhood, members (unit owners) must necessarily interact with others in the neighborhood and should always attempt to act in a fair and reasonable manner towards their neighbors to promote the common good of the neighborhood.

These Rules and Regulations, which may be amended from time to time, have been adopted to provide guidance in all these associations, along with the other constituent documents of the condominium regime, the Master Deed and Declaration of the Condominium Property Regime, as amended from time to time ("Master Deed"), the Article of Incorporation of the Crossings at Cooper Chapel Condominiums Council, Inc., as amended from time to time ("Articles"), and the Bylaws of the Crossings at Cooper Chapel Condominiums Council, Inc., as amended from time to time ("Bylaws").

The terms used in these Rules and Regulations have the meaning given them in the Master Deed; the phrase "common area" means "common elements" as used in the Master Deed, both limited and general.

Residential Use. Each condominium unit shall be used only for single family residential purposes.

Leases. Condominium units may be leased, but any lease must be in writing, and must be expressly made subject to the Master Deed, the Articles, the Bylaws and these Rules and Regulations, as my be amended from time to time. A copy of any lease must be delivered to the Board (the amount of rent may be redacted). No tenant shall have any right to vote simply by virtue of being a tenant, unless the owner(s) of the condominium unit gives such tenant(s) a written proxy in accordance with the Bylaws. Leasing a unit does not limit the responsibility of the unit owner to comply with the Master Deed, the Articles, the Bylaws, and the Rules and Regulations. By way of example, a lease that requires a tenant to pay the assessments against the unit if no way absolves, as between the unit owner and the Council, the unit owners from responsibility for the payment of those assessments.

Common Areas. Nothing, including without limitation decoration material and landscaping material (this includes shepherd hooks & bird hangers), shall be placed in the common areas without the prior written approval of the Board of the Council and then only for such times and subject to such conditions as may be imposed by the Board. No baby carriages, bicycles, motorcycles or other items of personal property shall be left unattended in the common areas. Any items of personal property left in any common area, with or without the permission of the Board, shall be at the sole risk of loss of the owner thereof; neither the Board nor the Council shall have any responsibility or liability for the loss, damage, destruction or theft of any such property. No grills shall be placed on or used on decks or balconies; provided, the placement and use of electric grills is permitted to the extent allowed by local law and the fire department with jurisdiction. No planting of any sort in common area this includes flowers or vegetables. At the front entrance to your condo you are allowed to have one planter or figurine no larger than 15 x 12 with a planted item inside. No dead plants, empty pots or cigarette butts are to be placed in the planters. You are only allowed to have two hangings from your patio.

A valid parking tag is defined as one issued to the individual unit owner by the condominium association and one that contains a tag number on it. Each unit owner will be issued two parking tags per unit. Parking tags are required by all residents and must be clearly displayed in his/her car at all times. Each unit will have specific tag numbers that are identifiable with your unit. The tags are specific to the community. If the tag is not visible you can receive a warning and then fined per the rules and regulations fine policy. If you are a renter, obtain the parking tag from the unit owner. It is the responsibility of the unit owner to issue parking tag(s) to renters. If the tags are lost please notify the management company, you have ten days to replace. There is a replacement fee of \$10 per tag; the owner is responsible for the cost. For the protection of the residents, any tag which has been fraudulently obtained by a non-approved resident is invalid and the vehicle with this invalid tag will be towed without prior warning. A unit owner who transfers a parking tag to a tenant must retrieve the tag from the tenant upon termination of the lease. Parking spaces shall be used in common by all Unit owners. The parking lot is meant for parking regularly used resident owned vehicles only. No boats, trailers, camper, recreational vehicle, disabled cars or commercial vehicles are to be kept on the limited or general common elements or driveways. Please refrain from parking your vehicle were it protrudes onto the sidewalk. It is the responsibility each resident to inform all guests and visitors, to park in a visitors spot.

Noise. Unit owners shall not make or permit to be made any disturbing noises that will unreasonable interfere with the rights, comfort and convenience of other unit owners. All unit owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument sufficiently reduced so as not to disturb others. Noise ordinance citywide is 10pm.

Cleaning. No outside clotheslines shall be erected or placed anywhere in the condominium regime. Unit owners shall not throw trash or other matters into the common areas, nor shall they shake mops, brooms or other cleaning material out of the doors, windows or railings, nor shall they hang anything out of the windows, doors, or balconies. This also obtains to summertime; items should not be placed over the balcony to dry, including bathing suits, towels, etc.

Nuisances. No noxious or offensive or illegal trade or activity shall be conducted in any unit or in the common areas (elements) of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No hazardous or toxic wastes or highly inflammable materials or explosives shall be kept in any unit or in the common areas or limited common areas. This includes no dumping of these materials on the grounds or in the drains on the property.

Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. No one pet shall weigh more than 25 pounds. Anyone who has a pet weighing more than 25 pounds, before the effective date of these amended rules shall be grandfathered. Should the grandfathered pet be replaced, it shall not be replaced with a pet weighing more than 25 pounds. When not in a unit, any such acceptable pets must be on a leash and at all times under the control of the resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose fines in the following amounts on any unit owner not abiding by this requirement: \$30.00 for a first offense; \$60.00 for a second offense; \$120.00 for a third offense; and \$250.00 for a fourth and each subsequent offense. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more that one provoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board to require and force removal of the pet from the condominium regime. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets. Without in any way limiting the generality of the foregoing, the following dogs are NOT allowed anywhere in the condominium regime or in any Unit at any time: pit bull, chow, Doberman pincher and Rottweiler (or any mixed breed containing more than 50% of any such breed).

Receivers/Transmitters. No antenna or microwave or other receivers or transmitter (including those currently called "satellite dishes") shall be erected or placed in any unit or in any common areas (elements) of the regime, unless the design, screening and placement are approved by the Board in writing. Absent extenuating circumstances, the Board intends to approve only satellite dishes that are (a) located within the limited common elements of a unit, and (b) that are housed in a white five gallon bucket.

Signs. No signs for advertising or for any other purpose shall be displayed anywhere in the common areas (elements), except one sign for advertising the sale or rent of a unit, which shall not be greater in area that 9 square feet, and which must be placed in a location approved by the Board. An exception is you are allowed to place an open house sign at front entrance for 48 hours prior to the hours and has to be taking down immediately after the open house. Small security signs may be placed in the front mulch beds of the units without Board of Director approval. However, the developer of the condominium regime may, until all units have been sold, erect larger signs when advertising the condominium regime and the sale of units therein, place signs on the buildings housing certain units designation their sale and number, and builders, contractors and lenders may place signs in the common areas (elements) during construction of units.

Trash. No common areas (elements) shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept in any unit or in the common areas (elements) except in sanitary containers and in areas designated by the Board. No trash, garbage or refuse of any kind shall be thrown, placed or kept on any common elements of the community, except in the areas provided. All boxes are to be broken down before being placed in the dumpster and no large items such as furniture are to be placed at the dumpsters.

Attire. All persons shall be properly attired when in the common areas.

Windows. Window treatments are to be uniformed throughout the complex and should be white blinds, any other variation must be approved by the board. No curtains are to be visible to the outside. Blinds should be maintained in good repair to project a positive and inviting image to the community. This applies to any new residents on the complex, existing residents are grandfathered in. If the unit is sold, then the new resident will have to abide by the rule.

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Holiday Decorations. Winter holiday decorations may be put up during the week of Thanksgiving and must be removed by January 10th. Decorations for other holidays may be put up one week prior to the holiday and must be removed one week after the holiday. This includes Halloween and Easter. These decorations do not require Board of Directors approval. The Board reserves the right to require any decorations considered to be inappropriate or offensive to be removed immediately.

Fines. With respect to any violation of these Rules and Regulations or the Master Deed, the Board will first issue a warning and opportunity to correct a violation. If not promptly corrected, the Board may fine violating unit owners \$25 for a first offense, with fines increasing in \$25 increments for subsequent offenses of for repeated failures to correct. The fines set forth in paragraph 8 of these Rules and Regulations supersede the fines for other offenses.

Crossings at Cooper Chapel Condominiums Council, Inc.

August, 2012

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered several issue and concerns regarding the activities in the condominium regime and have unanimously agreed to make certain changes to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

Thus, undersigned, being all of the directors of the Corporation, hereby take the following actions unanimously:

RESOLVED, that the Rules and Regulations attached to this Action replace in their entirety the existing Rules and Regulations of the Crossings at Cooper Chapel Condominium regime, and these revised Rules and Regulations shall be distributed to the unit owners.

President, John Auffarth

Vice President, Gerald Barnett

Secretary, Susan Tindall

Treasurer, Mike Morley

Member EmogeneSpea

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums

Amended, Restated and Effective January 1, 2014

Preamble. These amended and restated Rules and Regulations have been adopted by the Board of the Crossings at Cooper Chapel Condominiums Council, Inc., the corporation administering the condominium development known as Crossings at Cooper Chapel Condominiums in Jefferson County, Kentucky and supersede prior Rules and Regulations.

Living in a condominium regime has features in common with three familiar forms of association—a government, a business, and a neighborhood. As a government, the Corporation administering the condominium, which includes each owners as a member(voter), has the power to assess fees against condominium units and their owners (like a tax) and the power to prescribe certain behavior when various members (unit owners) come into contact with each. Like a business, the Corporation administering the condominium regime has a duty to take actions in the best interests of all members and to make decisions on a sound fiscal basis. Like a neighborhood, members (unit owners) must necessarily interact with others in the neighborhood and should always attempt to act in a fair and reasonable manner towards their neighbors to promote the common good of the neighborhood.

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Pool Guests. Owners are only allowed two guests at the pool at the same time; this does not include the residents that live in the unit. Owners that live off-site are counted as guests when they visit the pool. All guests visiting the pool must be accompanied by the resident, at all times.

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Crossings at Cooper Chapel Condominiums Council, Inc.

January 1, 2014

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered several issue and concerns regarding the activities in the condominium regime and have unanimously agreed to make certain changes to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

Thus, undersigned, being all of the directors of the Corporation, hereby take the following actions unanimously:

RESOLVED, that the Rules and Regulations attached to this Action replace in their entirety the existing Rules and Regulations of the Crossings at Cooper Chapel Condominium regime, and these revised Rules and Regulations shall be distributed to the unit owners.

President, John Auffarth

Vice President, Gerald Barnett

Secretary, Emogene Spear

Crossings at Cooper Chapel Condominiums Council, Inc.

June 10, 2014

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered concerns regarding the right to vote if the owner is behind on maintenance dues. This change to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

Thus, undersigned, being all of the directors of the Corporation, hereby take the following actions unanimously:

RESOLVED, The Board has unanimously voted that only Owners current on their maintenance fees may have voting privileges at the Annual Meetings. If an owner is behind they must pay their balance before vote counts.

resident, John Auffarth

Member, Gerald Barnett Vice President

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums

Amended, Restated and Effective January 2014

Preamble. These amended and restated Rules and Regulations have been adopted by the Board of the Crossings at Cooper Chapel Condominiums Council, Inc., the corporation administering the condominium development known as Crossings at Cooper Chapel Condominiums in Jefferson County, Kentucky and supersede prior Rules and Regulations.

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Cleaning. No outside clotheslines shall be erected or placed anywhere in the condominium regime. Unit owners shall not throw trash or other matters into the common areas, nor shall they shake mops, brooms or other cleaning material out of the doors, windows or railings, nor shall they hang anything out of the windows, doors, or balconies. This also obtains to summertime; items should not be placed over the balcony to dry, including bathing suits, towels, etc.

Nuisances. No noxious or offensive or illegal trade or activity shall be conducted in any unit or in the common areas (elements) of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No hazardous or toxic wastes or highly inflammable materials or explosives shall be kept in any unit or in the common areas or limited common areas. This includes no dumping of these materials on the grounds or in the drains on the property.

Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. No more than two pets per unit will be allowed (Pets being defined as cats and dogs). No one pet shall weigh more than 25 pounds. Should a grandfathered pet be replaced, it shall not be replaced with a pet weighing more than 25 pounds. When not in a unit, any such acceptable pets must be on a leash and at all times under the control of the resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose fines in the following amounts on any unit owner not abiding by this requirement: \$30.00 for a first offense; \$60.00 for a second offense; \$120.00 for a third offense; and \$250.00 for a fourth and each subsequent offense. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more that one provoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board to require and force removal of the pet from the condominium regime. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets. Without in any way limiting the generality of the foregoing, the following dogs are NOT allowed anywhere in the condominium regime or in any Unit at any time: pit bull, chow, Doberman pincher and Rottweiler (or any mixed breed containing more than 50% of any such breed). Please see additional Rules and regulation Animal policy amended September 1, 2015.

Receivers/Transmitters. No antenna or microwave or other receivers or transmitter (including those currently called "satellite dishes") shall be erected or placed in any unit or in any common areas (elements) of the regime, unless the design, screening and placement are approved by the Board in writing. Absent extenuating circumstances, the Board intends to approve only satellite dishes that are (a) located within the limited common elements of a unit, and (b) that are housed in a white five gallon bucket.

Signs. No signs for advertising or for any other purpose shall be displayed anywhere in the common areas (elements), except one sign for advertising the sale or rent of a unit, which shall not be greater in area that 9 square feet, and which must be placed in a location approved by the Board. An exception is you are allowed to place an open house sign at front entrance for 48 hours prior to the hours and has to be taking down immediately after the open house. Small security signs may be placed in the front mulch beds of the units without Board of Director approval. However, the developer of the condominium regime may, until all units have been sold, erect larger signs when advertising the condominium regime and the sale of units therein, place signs on the buildings housing certain units designation their sale and number, and builders, contractors and lenders may place signs in the common areas (elements) during construction of units.

Trash. No common areas (elements) shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept in any unit or in the common areas (elements) except in sanitary containers and in areas designated by the Board. No trash, garbage or refuse of any kind shall be thrown, placed or kept on any common elements of the community, except in the areas provided. All boxes are to be broken down before being placed in the dumpster and no large items such as furniture are to be placed at the dumpsters.

Attire. All persons shall be properly attired when in the common areas.

Windows. Window treatments are to be uniformed throughout the complex and should be white blinds, any other variation must be approved by the board. No curtains are to be visible to the outside. Blinds should be maintained in good repair to project a positive and inviting image to the community. This applies to any new residents on the complex, existing residents are grandfathered in. If the unit is sold, then the new resident will have to abide by the rule.

Pool Guests. Owners are only allowed two guests at the pool at the same time; this does not include the residents that live in the unit. Owners that live off-site are counted as guests when they visit the pool. All guests visiting the pool must be accompanied by the resident, at all times.

Holiday Decorations. Winter holiday decorations may be put up during the week of Thanksgiving and must be removed by January 10th. Decorations for other holidays may be put up one week prior to the holiday and must be removed one week after the holiday. This includes Halloween and Easter. These decorations do not require Board of Directors approval. The Board reserves the right to require any decorations considered to be inappropriate or offensive to be removed immediately.

Crossings at Cooper Chapel Condominiums Council, Inc.

January 1, 2014

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered several issue and concerns regarding the activities in the condominium regime and have unanimously agreed to make certain changes to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

Thus, undersigned, being all of the directors of the Corporation, hereby take the following actions unanimously:

RESOLVED, that the Rules and Regulations attached to this Action replace in their entirety the existing Rules and Regulations of the Crossings at Cooper Chapel Condominium regime, and these revised Rules and Regulations shall be distributed to the unit owners.

President John Auffarth

Vice President, Gerald Barnett

Secretary Emiliene Spear

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums Amended, Restated and Effective September 1, 2015

Please notice the new pet rule effective September 1, 2015. Any units non-owner occupied will not be allowed to have pets.

Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. Any unit non-owner occupied will not be allowed to have any dog. Any non-owner occupied units that currently have a dog will be grandfathered in, but current pet cannot be replaced or if new renter moves in they cannot have a dog. If the policy is broken a 250.00 monthly fine will be assessed. No more than two pets per unit will be allowed to only owner occupied units (Pets being defined as cats and dogs). No one pet shall weigh more than 25 pounds. Should a grandfathered pet be replaced, it shall not be replaced with a pet weighing more than 25 pounds. When not in a unit, any such acceptable pets must be on a leash and at all times under the control of the resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose fines in the following amounts on any unit owner not abiding by this requirement: \$30.00 for a first offense; \$60.00 for a second offense; \$120.00 for a third offense; and \$250.00 for a fourth and each subsequent offense. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more that one provoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board to require and force removal of the pet from the condominium regime. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets. Without in any way limiting the generality of the foregoing, the following dogs are NOT allowed anywhere in the condominium regime or in any Unit at any time: pit bull, chow, Doberman pincher and Rottweiler (or any mixed breed containing more than 50% of any such breed).

Fines. With respect to any violation of these Rules and Regulations or the Master Deed, the Board will first issue a warning and opportunity to correct a violation. If not promptly corrected, the Board may fine violating unit owners \$25 for a first offense, with fines increasing in \$25 increments for subsequent offenses of for repeated failures to correct. The fines set forth in paragraph 8 of these Rules and Regulations supersede the fines for other offenses.

Crossings at Cooper Chapel Condominiums Council, Inc.

September 1, 2015

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered several issue and concerns regarding the activities in the condominium regime and have unanimously agreed to make certain changes to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

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President, John Auffarth

Vice President, Gerald Barnett

Mamher Emogene Spear

Crossings at Cooper Chapel Condominiums Parking Lot Rules and Regulations Amendment: to Rules and Regulations May 28, 2012

In accordance with the Bylaws of the Crossings at Cooper Chapel Condominium, the Board of Directors has established rules and regulations to safeguard the proper use of the parking lot and spaces for the benefit of Crossings owners. These rules and regulations will apply to all Residents and their guests with respect to the use of any portion of the Crossings at Cooper Chapel Condominium Complex ("Property"). These rules and regulations are provided here and can be amended at any time; any changes to the rules and regulations will be disseminated to the unit owners. These Parking Rules and Regulations are an amendment to the "Rules and Regulations".

I. General

- A. The parking lot within the Crossings at Cooper Chapel is for the exclusive use of Crossings unit owners, renters, visitors, and for those having business with the Association.
- B. No parking spaces are assigned (except the privately owned garages).
- C. A unit owner who is a landlord may transfer the parking tag/s to the unit owner's tenant, and the tenant shall observe and abide by these policies.
- D. Fines may be imposed and vehicles can be towed as a result of consistent and/or repetitive infractions of the rules and covenants.
- E. Towing of the vehicle will be carried out by an independent contractor. The Association accepts no responsibility or liability for the actions of the independent contractor.

II. Parking

- A. Parking spaces shall be used in common by all Unit owners, and their guest and invitees. The parking lot is meant for parking regularly used resident owned vehicles only.
- B. No boats, trailers, camper, recreational vehicle, or commercial vehicles are to be kept on the limited or general common elements or driveways.
- C. Please refrain from parking your vehicle were it protrudes onto the sidewalk.
- D. Residents are only allowed two parking spots per unit.
- E. Any residents having guest staying over 5 days must contact the Management Company. Iif not car will be considered illegally parked and will be towed.

III. Parking Tags

- A. A valid parking tag is defined as one issued to the individual unit owner by the condominium association and one that contains a tag number on it.
- B. Each unit owner will be issued two parking tags per unit.
- C. Parking tags are required by all residents and must be clearly displayed in his/her car at all times while on the property.
- D. Each unit will have specific tag numbers that are identifiable with your unit. The tags are specific to the community.
- E. If the tag is not visible you can receive a warning and then fined per the rules and regulations fine policy.
- F. If you are a renter, obtain the parking tag from the unit owner. It is the responsibility of the unit owner to issue parking tag(s) to renters.
- G. If the tags are lost please notify the management company, you have ten days to replace.
- H. There is a replacement fee of \$10 per tag; the owner is responsible for the cost.
- For the protection of the residents, any tag which has been fraudulently obtained by a nonapproved resident is invalid and the vehicle with this invalid tag will be towed without prior warning.
- J. A unit owner who transfers a parking tag to a tenant must retrieve the tag from the tenant upon termination of the lease.

IV. Immobile Vehicles

- A. It is illegal to keep or store abandoned, inoperable (flat tires, wrecked) or unlicensed vehicles or vehicle parts on the property unless they are stored in an enclosed structure.
- B. Any vehicle appearing to be non-mobile by appearance or through observation that has not been moved in ten days or more is subject to towing at the expense of the owner.
- C. A notice will be placed on the vehicle allowing five days for removal. Should five days expire without removal of the vehicle, the board or management company notified then the vehicle will be towed at the owners' expense.
- D. If resident is going to be out of town for an extended amount of time, resident needs to notify the management company or a board member to prevent towing.

V. Damaged Asphalt

- A. Any damage done to the newly paved asphalt from oil leaks, transmission leaks, etc. the resident can be held liable for the cost of the repair.
- B. Per the master deed, it says in section 7.13, (e), "If any common element, including any limited common area, is intentionally or negligently damaged or destroyed through the act or omission of any unit owner, the Council may make an individual assessment against the owner and the owners unit for the expense involved in making repairs and in making and/or enforcing the assessment, including reasonable attorneys fees."

Crossings at Cooper Chapel Condominiums Council, Inc.

June 10, 2014

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered concerns regarding the right to vote if the owner is behind on maintenance dues. This change to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

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RESOLVED, The Board has unanimously voted that only Owners current on their maintenance fees may have voting privileges at the Annual Meetings. If an owner is behind they must pay their balance before vote counts.

resident, John Auffarth

Member Gerald Barnett Vice Possident

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums Amended, Restated and Effective September 1, 2015

Please notice the new pet rule effective September 1, 2015. Any units non- owner occupied will not be allowed to have pets.

Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. Any unit non-owner occupied will not be allowed to have any dog. Any non-owner occupied units that currently have a dog will be grandfathered in, but current pet cannot be replaced or if new renter moves in they cannot have a dog. If the policy is broken a 250.00 monthly fine will be assessed. No more than two pets per unit will be allowed to only owner occupied units (Pets being defined as cats and dogs). No one pet shall weigh more than 25 pounds. Should a grandfathered pet be replaced, it shall not be replaced with a pet weighing more than 25 pounds. When not in a unit, any such acceptable pets must be on a leash and at all times under the control of the resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose fines in the following amounts on any unit owner not abiding by this requirement: \$30.00 for a first offense; \$60.00 for a second offense; \$120.00 for a third offense; and \$250.00 for a fourth and each subsequent offense. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more that one provoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board to require and force removal of the pet from the condominium regime. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets. Without in any way limiting the generality of the foregoing, the following dogs are NOT allowed anywhere in the condominium regime or in any Unit at any time: pit bull, chow, Doberman pincher and Rottweiler (or any mixed breed containing more than 50% of any such breed).

Crossings at Cooper Chapel Condominiums Council, Inc.

September 1, 2015

The undersigned are all of the directors of Crossings at Cooper Chapel Condominiums Council, Inc. a Kentucky non-profit corporation (the "Council"). The directors have considered several issue and concerns regarding the activities in the condominium regime and have unanimously agreed to make certain changes to the Rules and Regulations of the Council, in accordance with the authority granted to the Council and the Board by section 5.1 of the Master Deed and Declaration establishing the condominium regime.

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RESOLVED, that the Rules and Regulations attached to this Action replace in their entirety the existing Rules and Regulations of the Crossings at Cooper Chapel Condominium regime, and these revised Rules and Regulations shall be distributed to the unit owners.

President, John Auffarth

Vice President, Gerald Barnett

Member, Emogene Speak

Crossing at Cooper Chapel 6518 Brook Bend Way Louisville, Kentucky 40299

Date: May 9, 2013

To: The residence of

The Crossing of Cooper Chapel Condominiums

- Each unit is limited to "TWO" guests per unit; this does not include the residents that live in the unit. This does include all guests, including children. Condo owners must be present at the pool while guest are swimming, guest may be asked to leave the pool area, otherwise. If issues with this continue, we might have to look into fees assessed to the unit owner for unaccompanied visitors.
- Please follow the rules that are listed on the board at the pool, these are Health Dept rules and if not followed the Health Dept can issue fines, or even shut the pool down for the remainder of the season.

This does include the 2-5 rule, which states no more than five people in the pool at one time, and no less than two people at one time!

- Please do not give out keys or make copies for friends, only immediate family members (within the household) should be allowed to use keys. The association does charge a fee to replace any lost or misplaced keys.
- Please pay attention if the pool closed sign is on the front gate.

 When this is posted that means the pool is closed and could be due to maintenance, chemicals in the pool, etc.

• Proper swimwear must be worn when in the pool. This includes small children of diaper age. Children of diaper age are required to wear "SWIMMERS" DIAPERS under swimwear at all times while in the pool. If we see any small child of diaper age without "Swimmers" Diapers, you will be asked to leave the pool.

In closing, we would like to wish everyone a happy and enjoyable swim season!

Sincerely,

Condo Board

RULES AND REGULATIONS

Crossings at Cooper Chapel Condominiums Amended, Restated and Effective January 1, 2014

Call 361-411 for a complete copy of the rules

Please notice the new pet rule only allowing only 2 pet per unit .

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John Aufforth PRESIDENT

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Crossings at Cooper Chapel Condominiums Parking Lot Rules and Regulations Amendment: to Rules and Regulations May 28, 2012

In accordance with the Bylaws of the Crossings at Cooper Chapel Condominium, the Board of Directors has established rules and regulations to safeguard the proper use of the parking lot and spaces for the benefit of Crossings owners. These rules and regulations will apply to all Residents and their guests with respect to the use of any portion of the Crossings at Cooper Chapel Condominium Complex ("Property"). These rules and regulations are provided here and can be amended at any time; any changes to the rules and regulations will be disseminated to the unit owners. These Parking Rules and Regulations are an amendment to the "Rules and Regulations".

I. General

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- B. No parking spaces are assigned (except the privately owned garages).
- C. A unit owner who is a landlord may transfer the parking tag/s to the unit owner's tenant, and the tenant shall observe and abide by these policies.
- D. Fines may be imposed and vehicles can be towed as a result of consistent and/or repetitive infractions of the rules and covenants.
- E. Towing of the vehicle will be carried out by an independent contractor. The Association accepts no responsibility or liability for the actions of the independent contractor.

II. Parking

- A. Parking spaces shall be used in common by all Unit owners, and their guest and invitees. The parking lot is meant for parking regularly used resident owned vehicles only.
- B. No boats, trailers, camper, recreational vehicle, or commercial vehicles are to be kept on the limited or general common elements or driveways.
- C. Please refrain from parking your vehicle were it protrudes onto the sidewalk.
- D. Residents are only allowed two parking spots per unit.
- E. Any residents having guest staying over 5 days must contact the Management Company. If not car will be considered illegally parked and will be towed.

III. Parking Tags

- A. A valid parking tag is defined as one issued to the individual unit owner by the condominium association and one that contains a tag number on it.
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- F. If you are a renter, obtain the parking tag from the unit owner. It is the responsibility of the unit owner to issue parking tag(s) to renters.
- G. If the tags are lost please notify the management company, you have ten days to replace.
- H. There is a replacement fee of \$10 per tag; the owner is responsible for the cost.
- I. For the protection of the residents, any tag which has been fraudulently obtained by a non-approved resident is invalid and the vehicle with this invalid tag will be towed without prior warning.
- J. A unit owner who transfers a parking tag to a tenant must retrieve the tag from the tenant upon termination of the lease.

IV. Immobile Vehicles

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V. Damaged Asphalt

- A. Any damage done to the newly paved asphalt from oil leaks, transmission leaks, etc. the resident can be held liable for the cost of the repair.
- B. Per the master deed, it says in section 7.13, (e), "If any common element, including any limited common area, is intentionally or negligently damaged or destroyed through the act or omission of any unit owner, the Council may make an individual assessment against the owner and the owners unit for the expense involved in making repairs and in making and/or enforcing the assessment, including reasonable attorneys fees."

Crossings at Cooper Chapel Condominiums Council, Inc.

June 10, 2014

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President, John Auffarth	Member, Emogene Spears
Member, Gerald Barnett	



Flood Insurance Rate Map Determination and Sewer Assessment Determination

(This information is for hazard disclosure and flood insurance only and should not be used for construction/renovation purposes.) Date: 10/30/2012 10:14 AM Fax: 502-471-5055 Phone: 502-657-9016 To: TERRY BURKE Company: SEMONIN REALTORS Email: TRBURKE@SEMONIN.COM The primary structure(s) located at: 6516 BROOK BEND WAY APT 134 Sublot: 0000 Zipcode: 40229 Tax Block: 0662 Lot: 0113 Has been located on the Flood Insurance Rate Map (FIRM). The following information is provided: Suffix: E. Panel Number: 0112 Community Number: 210120 The date of the LOMA/LOMR: NA The date of the FIRM index: 12/05/2006 The main building on the property is located in FEMA FIRM zone: X Which IS NOT a FEMA Special Flood Hazard Area (100 Year Floodplain) Which IS a FEMA Special Flood Hazard Area (100 Year Floodplain). A determination could not be made for this property. Additional information is required. Please contact 502-540-6266 for more details. This property may be located in a locally regulated floodplain. Properties within these floodplains may have limitations related to new construction, including but not limited to, new structures, additions and all renovations. Please call 502-574-5781 prior to any planned construction activity. A property which is NOT in a FEMA Special Flood Hazard Area cannot be assumed to be out of a locally regulated floodplain. Federal law requires that a flood insurance policy be obtained on structures in a floodplain as a condition of a federallybacked mortgage or loan that is secured for the building. Flood insurance from the NFIP is available in Jefferson County. More information on flood insurance is attached. MSD maintains copies of FEMA elevation certificates for all buildings constructed in the Special Flood Hazard Area since 1990. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a FEMA Special Flood Hazard Area may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of MSD, or any officer or employee thereof, for any damage that results from reliance on this determination. Sewer Assessment Project Information:

at 502-587-0603.

To determine if an Assessment Warrant Lien is attached to this property, please visit www.msdlouky.org/msdwarrants

For detailed information on the status of this project please call

This property may be located in the following project:

Note: This assessment information is considered to be the best available as of the date of this form. Project boundaries may be subject to change.

10/30/2012 13:33 (FAX) P.002/004

About the Mandatory Purchase of Flood Insurance Requirement

National Flood Insurance Program (NFIP): Since 1978, the Louisville Metro area has participated in the NFIP. The NFIP makes federally backed flood insurance available for all buildings, whether they are in a floodplain or not. Flood insurance covers direct losses caused by surface flooding, including a river flowing over its banks, a lake, or local drainage problems.

The NFIP insures buildings, including mobile homes, with two types of coverage: structural and contents. Structural coverage is for the walls, floors, insulation, furnace, and other items permanently attached to the structure. Contents coverage may be purchased separately provided the contents are in an insurable building. Go to http://www.fema.gov/business/nfip for more info on the NFIP.

Mandatory Purchase Requirement: The Flood-Disaster Protection Act of 1973 and the National Flood Insurance Reform Act of 1994 made the purchase of flood insurance mandatory for federally backed mortgages on buildings located in a Special Flood Hazard Area (SFHA). The requirement also applies to all forms of federal or federally related financial assistance for buildings located in a SFHA and affects mortgages, loans and grants for the purchase, construction, repair, or improvement of any publicly or privately owned building in the SFHA.

The rule applies to secured mortgage loan from such financial institutions as commercial lenders, savings and loans association, savings banks, and credit unions that are regulated, supervised, or insured by Federal agencies such as the Federal Deposit Insurance Corporation (FDIC) and the office of Thrift Supervision. It also applies to all mortgage loans purchased by Fannie Mae or Freddie Mac in the secondary mortgage market.

Federal financial assistance programs affected by the laws include loans and grants from agencies such as the Dept. of Veterans Affairs, Farmers Home Administration, Federal Housing Administration (FHA), Small Business Administration (SBA), and FEMA.

How it Works: Before a person can receive a mortgage, loan or other financial assistance, Federal agencies and lenders are required to complete a Standard Flood Hazard Determination (SFHD) form whenever they make, increase, extend or renew a mortgage, home equity, home improvement, commercial, or farm credit loan to determine if the building or manufactured (mobile) home is in a SFHA. The SFHA is the base (100-year) floodplain mapped on a Flood Insurance Rate Map (FIRM). The SFHA is shown as one or more zones that begin with the letter "A". Copies of the FIRM are available for review at the Louisville & Jefferson County Metropolitan Sewer District (MSD). MSD also can make an online Floodplain Determination for a structure in Jefferson County. Go to: www.lojic.org/flood/user/default.htm and type in an address.

If the building is in a SFHA, the Federal agency or lender is required by law to require the recipient to purchase a flood insurance policy on the building. Federal regulations require purchase of structural insurance coverage equal to the amount of the loan or the maximum amount available from the NFIP, whichever is less. The maximum amount available for a single-family house is \$250,000. Government sponsored enterprises, such as Freddie Mac and Fannie Mae, have stricter requirements.

The mandatory purchase requirement does not affect loans or financial assistance for items that are not covered by a flood insurance policy, such as vehicles, business expenses, landscaping, and vacant lots. It does not affect loans for buildings that are not in the SFHA, even though a portion of the lot may be floodprone. While not mandated by law, a lender may require a flood insurance policy, as a condition of a loan, for a property in any zone on a FIRM.

If a person feels that a SHFD form incorrectly places the property in the SFHA, he or she may request a Letter of Determination Review from FEMA. This must be submitted within 45 days of the determination. More information can be found at: http://www.fema.gov/plan/prevent/fhm/fq_genhm.shtm.

Community Rating System (CRS): Louisville Metro participates in the FEMA's CRS program, which rewards communities that implement floodplain management activities. Louisville is currently rated a Class 5, meaning all residents and businesses located in a floodplain receive a 25% discount on flood insurance premiums. Learn more about the CRS program at: http://www.msdlouky.org/programs/crssite/. For more Information on Flood Insurance or to find a local flood insurance agent, visit FloodSmart.gov.

Flood Insurance Numbers for Service

FIQUUINISHIANCE NUMBERS TO SELVICE	
Direct Business	800-638-6620
Agent Information	800-720-1093
General Information	800-427-4661
Lender Information or Questions on flood policy coverage and rates	800-611-6125
FEMA Map Assistance Center, (Information about flood hazard maps and map changes) 1-877-FEMA MAP	877-336-2627
FEMA Map Service Center	800-358-9616
FEMA Distribution Center, order any current FEMA publication	800-480-2520

10/30/2012 13:33 (FAX) P.003/004



Land Development Report

October 30, 2012 11:57 AM

About LDC

Location

 Parcel ID:
 066201130000

 Parcel LRSN:
 8102969

Address: MULTIPLE ADDRESSES

Zoning

Zoning: C1

Form District: NEIGHBORHOOD

Plan Certain #:

Proposed Subdivision Name:

Proposed Subdivision Docket #:

Current Subdivision Name:

Plat Book - Page:

NONE

Related Cases: B-211-02

Special Review Districts

 Overlay District:
 NO

 Historic Preservation District:
 NONE

 National Register District:
 NONE

 Urban Renewal:
 NO

 Enterprise Zone:
 NO

 System Development District:
 D

Historic Site: NO

Thistoric Citor

Environmental Constraints

Flood Prone Area

FEMA Floodplain Review Zone: NO
FEMA Floodway Review Zone: NO
Floodplain Ordinance Review Zone: NO
Conveyance Zone Review Zone: NO

FEMA FIRM Panel: 21111C0112E

Protected Waterways

Potential Wetland (Hydric Soil): YES
Streams (Approximate): NO
Surface Water (Approximate): NO

Slopes & Soils

Potential Steep Slope: NO Unstable Soil: NO

Geology

Karst Terrain: YES

Sewer

MSD Property Service Connection: YES
Sewer Recapture Fee Area: NO

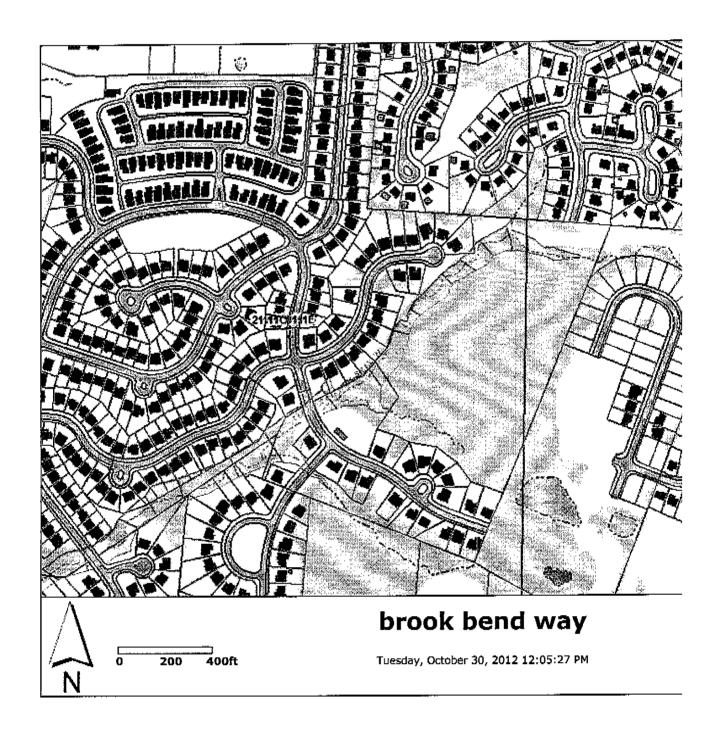
Services

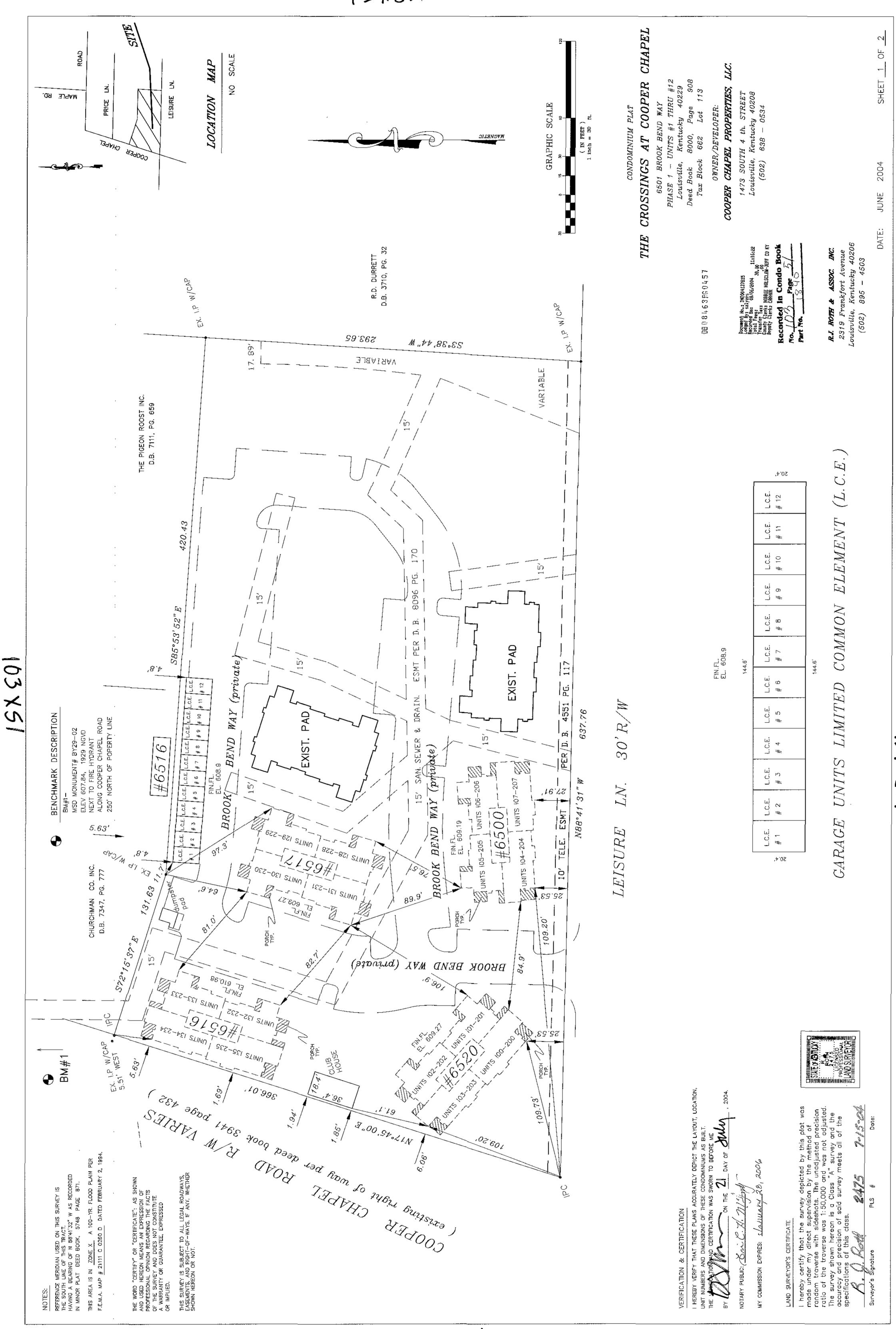
Municipality: LOUISVILLE

Council District: 23

Fire Protection District: OKOLONA

Urban Service District: NO





103 X 51

NOTES:

103 X52

ISSUE NOTES
Deed Set DATE 4-9-04 Ŏ. REV.

#12 Garage SQ. FT. 220.41 FIN FL XXX.XX

WEBERGROUPING GROUP, 5233 PROGRESS WAY SELLERSBURG, INDIANA 47172 TEL 812.246.2100 FAX 812.246.2109

This drawing is the property of Weber Group Inc. and is issued subject to the condition that it is not to be copied or reproduced either in whole or in part, or used in any manner detrimental to our interest. Drawings are not to be scaled. It is the responsibility of the confractor to verify all dimensions contained in these drawings, and to notify the architect of any discrepancies or inconsistencies prior to the start of construction. Contractor to notify architect of any intended change in construction materials, methods, size, etc., as indicated on drawings for review and approval prior to commencement of such work.

The Crossings Cooper Chapel Road Louisville, Kentucky ECHM ARM CCC-01-02 DATE:
DRAWN BY:
CHECKED BY:
PROJECT NO.

Phase I -L.C.E. Garages 1 - 12
HEET 2 OF 2 REVISION -SHEET _

Recorded in Concins Ryolk no. 102 mgc 222 Document No.: DWB004137815
Lodged dy: Salyers
Recorded On: 08/06/2004
Total Fees: 30.00
Transfer Tax: 308BIE HOLSCLAH-JEFF CO KY
Deputy Clerk: DORNAR 0898463569487

-루니-6니 #11 Garage so. FT. 220.73 FIN. FL. xxx.xx "1-'61 #10 Garage SQ. FT. 219.85 FIN. FL XXX.XX .,L-.6L #9 Garage SQ. FT. 219.85 FIN. FL. XXX.XX ..L-.6L #8 Garage sq. ft. 220.25 FIN FL xxx xx 16-1₁ #7 Garage sq. ft. 220.33 FIN. fl. xxx.xx "L-,61 #6 Garage sq. ft. 219.85 FIN. FL. xxx.xx VERIFICATION & CERTIFICATION "1-'61 "l-'61 #5 Garage sq. FT. 219.86 FIN. FL. xxx.xx L.C.E. (Limited Common Element)

| Garages 1 thru 12 - 6501 Brook Bend Way ..1-.61 ..t-.61 #4 Garage sq. FT. 219.45 FIN. FL. xxx.xx Note: All walf thicknesses are 3.5" unless noted otherwise .1-.61 16:-1. Each Garage unit consists of the space bounded by a vertical projection of the Garage unit boundary lines shown and by the horizontal planes at the floor and celling elevations noted above. #3 Garage sq. FT 219 85 FIN. FL. xxx.xx .1-.61 .1-.61 #2 Garage so, FT. 219.85 FIN. FL. xxx.xx "I-:61 #1 Garage sq. FT. 221.61 FIN. FL. xxx.xx

HAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, MBERS AND DIMENSIONS OF THESE GARAGES AS BUILT.

ا HEREBY VEF LOCATIO

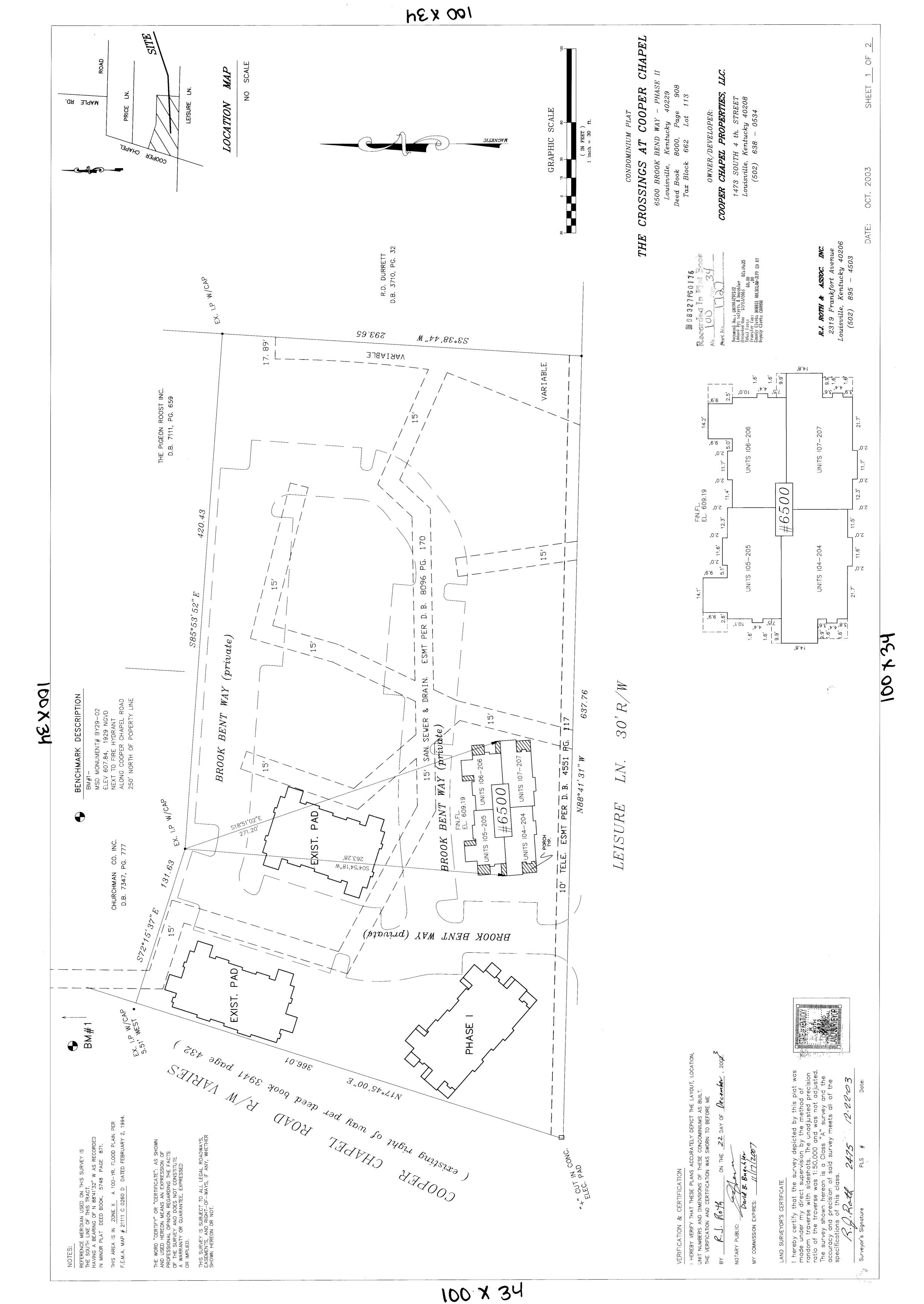
Elevations shown in feet are based on Met District datum. The benchmark, floor and cell to this datum.

3. All interior a

THE VERIFICATION AND CERTIFICATION WAS SWORN TO BEFORE ME

BY Donald J.

28, 2006



SITE

COOPER CHAPEL

THE PICEON ROOST INC. D.B. 7111, Pc. 659

,6'⊅

EX. I.P W/CAP

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MAPLE RD.

DESCRIPTION

BENCHMARK

lacksquare

BM#1-MSD MONUMENT# BY29-02 ELEV 607.84, 1929 NGVD NEXT TO FIRE HYDRANT ALONG COOPER CHAPEL ROA 250' NORTH OF POPERTY LIN

CHURCHMAN CO. INC. D.B. 7347, PG. 777

APO/M O/ Y3.

37.1

572015

E C

EX. I.P W/CAP 5.51' WEST

5.63

THIS SURVEY IS SUBJECT TO ALL LEGAL ROADWAYS, EASEMENTS, AND RIGHT-OF-WAYS, IF ANY, WHETHER SHOWN HEREON OR NOT.

THE WORD "CERTIFY" OR "CERTIFICATE": AS SHOW AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

BM#

REFERENCE MERIDIAN USED ON THIS SURVEY IS
THE SOUTH LINE OF THIS TRACT.
HAVING A BEARING OF N 88'41'32" W AS RECORDED
IN MINOR PLAT DEED BOOK, 5748 PAGE 871.
THIS AREA IS IN ZONE X A 100-YR. FLOOD PLAIN P
F.E.M.A. MAP # 21111 C 0260 D DATED FEBRUARY 2,

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137.63

1. 3.

ROAD

NOTARY PUBLIC:

>1x du)

#13 Garage sq. Ft. 221.93 FIN. FL. 610.03 L.C.E. (Limited Common Element)

1 Garages 13 thru 24 - 6501 Brook Bend Way #14 Garage so. FT. 224.75 FIN. FL. 810.03 11'-7 ½ Door Opening 9' 19'-4 [†] #15 Garage sq. FT. 223,99 FIN. FL. 610.03 11'-7"
Doar Opening 9' Note: All wall thicknesses are 3.5" unless noted otherwise 19'-4 1/4" #16 Garage so. FT. 224.18 FJN. FL. 610.03 #17 Garage sq. ft. 224.14 fin. fl. 610.03 #19 Garage so. FT. 224,34 FIN. FL. 610.03 #20 Garage so. FT. 224.34 FIN. FL. 610.03 #21 Garage sq. FT. 224.54 FIN FL. 610.03 #22 Garage sq. FT, 224.75 FIN. FL. 610 03 #23 Garage so. FT. 223.94 FIN. FL. 610.03 #24 Garage sq. FT, 225.15 FIN, FL, 610.03

1. Each Garage unit consists of the space bounded by a vertical projection of the Garage unit boundary lines shown and by the horizontal planes at the floor and celling elevations noted above.

2. Elevations shown in feet are based on Metropolitan Saver Datict dature. The benchmark, floor and ceiling elevations refer to this dature.

3. All interior angles are 90° unless noted otherwise.

4. LEGEND

Boundary of Garage Unit

Boundary of Garage Unit

WERIFICATION & CERTIFICATION & CERTIFICATION OF THESE GARAGES AS BUILT. LOCATION AND CERTIFICATION WAS SWORN TO BEFORE ME

BY AND SWORN TO BEFORE ME

AND SKAPPUBLIC

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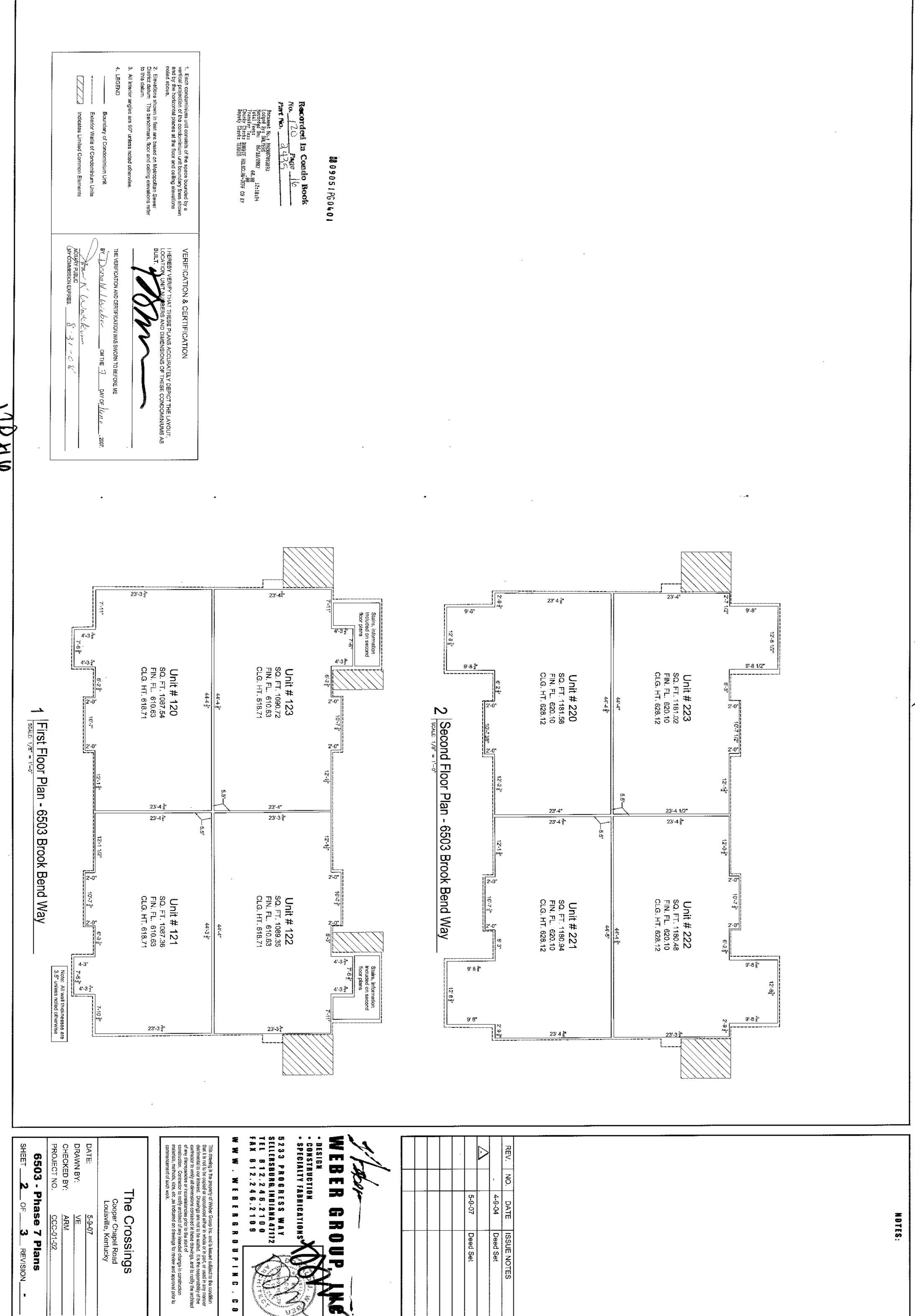
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SHEET 2 OF 3 REVISION -	SHEET 2
CCC-01-02	PROJECT NO.
ARM	CHECKED BY:
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5-9-07	DATE:
The Crossings Cooper Chapel Road Louisville, Kentucky	<u>-</u>

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CONSTRUCTIONSPECIALTY FABRICATIONS

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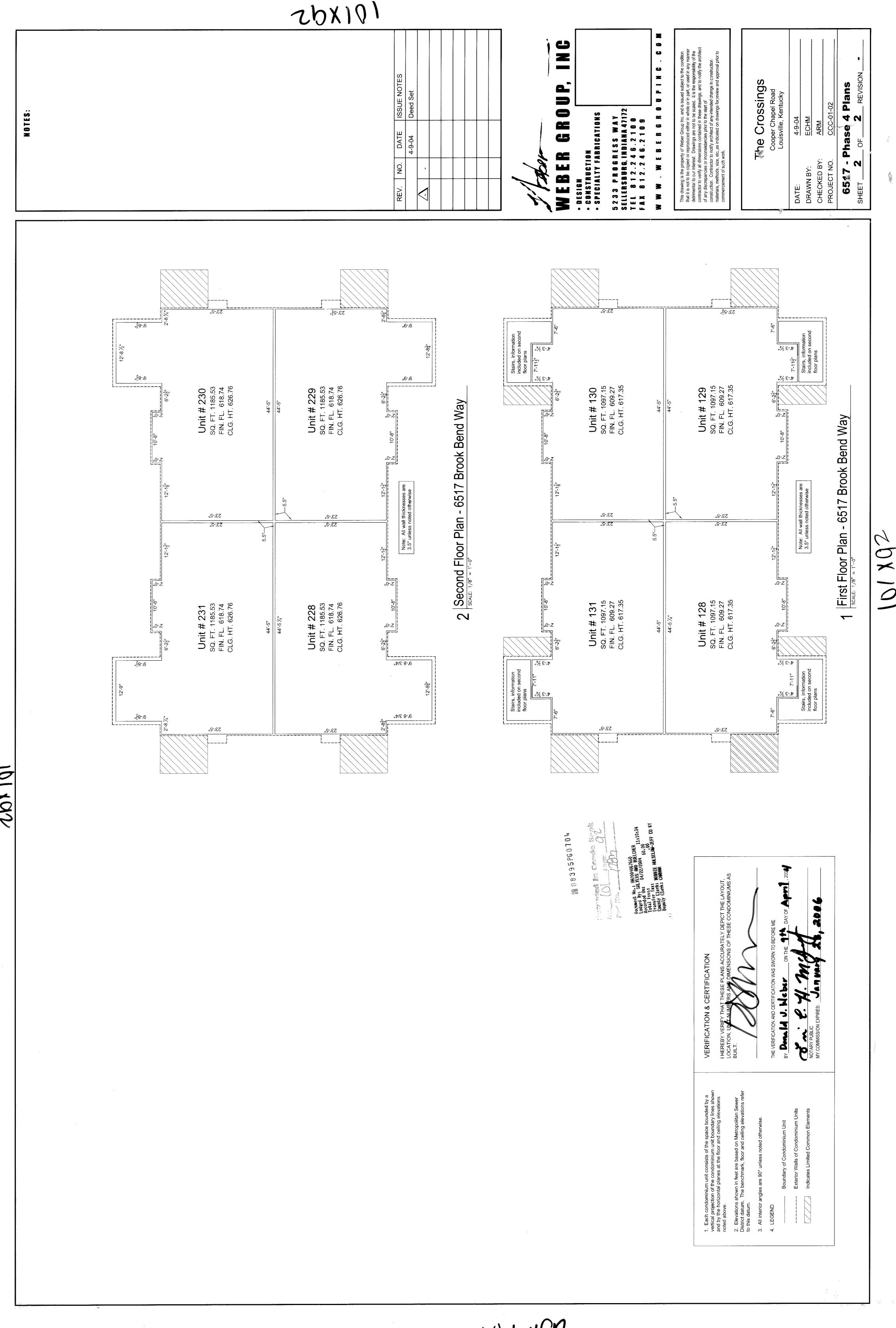
Buildings 2 and 3 Deed Dwgs • • This drawing is the property of Weber Group Inc. and is issued subject to the condition that it is not to be copied or reproduced either in whole or in part, or used in any manner detrimental to our interest. Drawings are not to be scaled. It is the responsibility of the contractor to verify all dimensions contained in these drawings, and to notify the architect of any discrepancies or inconsistancies prior to the start of Phase 5 Deed Dwgs Phase 6 Deed Dwgs - -- -ISSUE NOTES The Crossings GROUP 6502 - Phase 6 Plans Cooper Chapel 7.27.05 ECHM DW • DESIGN • CONSTRUCTION • SPECIALTY FABRICATIONS DATE 10.24.03 12.22.04 О DRAWN BY: CHECKED BY: PROJECT NO. SHEET 2206 F 1001S TE1 5 FAX 5 DATE: REV. 13.-5" All wall thicknesses are 15.00 "S-'62 Z3,-t‡.. .<u>1</u>28-,91 "8-'6 Note: 3.5" ur ₁8-₁6 L______ Unit # 211 SQ. FT. 1205.88 FIN. FL. 620.07 CLG. HT. 628.09 Unit # 210 sq. ft. 1190.51 fin. fl. 620.07 Cl.G. HT. 628.09 Unit # 111 SQ. FT. 1104.08 FIN. FL. 610.60 CLG. HT. 618.68 Unit # 110 SQ. FT. 1095.59 FIN. FL. 610.60 CLG. HT. 618.68 2 Second Floor Plan - 6502 Brook Bend Way <u>[[5,7]</u> "0-'S 2.-0. Bend Way -0-'S First Floor Plan - 6502 Brook .S-:6Z 73'-5" 23,-2,, 23,-2, 23,-5" "3-'EZ .g-.ez 23.-2. ..0-.2 S-0. Unit # 208 sq. FT. 1190.51 FIN. FL. 620.07 CLG. HT. 628.09 Unit # 209 SQ. FT. 1205.88 FIN. FL. 620.07 CLG. HT. 628.09 Unit # 109 SQ. FT. 1104.08 FIN. FL. 610.60 CLG. HT. 618.68 Unit # 108 SQ. FT. 1095.59 FIN. FL. 610.60 CLG. HT. 618.68 44"-5" 44'-10 ¼" "0-'S "0-'S 2:-0" "8-'6 .9**-**.6 -<u>₹</u>8-'9† 44544 23₁√t≩⊪ ₹4.8 13-E1 Recorded In Cando Book
No. 109 Page 92 Nocument No.: BA2005135344
Lodged By: salyers
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Total Fee;
Fransfor Tax:
County Clerk: BORRIE NOLSCLRW-JEFF CO KY N 08677760984 THESE PLANS ACCURATELY DEPICT THE LAYOUT, THE VERIFICATION AND CERTIFICATION WAS SWORN TO BEFORE ME BY $\bigcap o$ and $id \in A$. We be on the 2R da MY COMMISSION EXPIRES 8-30-58 VERIFICATION & CERTIFICATION I HEREBY VERIFY THA LOCATION, UNITARA BUILT. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above. Elevations shown in feet are based on Metropolitan Sewer District datum. The benchmark, floor and ceiling elevations refer to this datum. Boundary of Condominium Unit Exterior Walls of Condominium Units Indicates Limited Common Elements All interior angles are 90° unless noted other
 LEGEND [7777]

94xB2



101 A90

101 x91



101 x92

