

TENTH AMENDMENT TO
MASTER DEED OF
HUNSINGER GARDENS

THIS TENTH AMENDMENT to Master Deed for Hunsinger Gardens ("Amendment") is made at the direction of and caused to be recorded by Hunsinger Gardens Council of Co-Owners, Inc., a Kentucky not for profit corporation (the "Counsel"), whose Principal Office is c/o Prudential Parks & Weisberg Realtors Property Management Division, 295 North Hubbards Lane, Suite 102, Louisville, Kentucky 40207, as a supplement to the Declaration of Master Deed establishing Hunsinger Gardens dated August 2, 2005.

WITNESSETH:

WHEREAS, Faulkner Hinton/ Hunsinger, LLC, a Kentucky limited liability company (the "Declarant"), made and declared a Master Deed Establishing Hunsinger Gardens, dated August 2, 2005, which is recorded in Deed Book 8672, Page 359, in the Office of the County Clerk of Jefferson County, Kentucky; as amended by that certain Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8672, Page 388; as amended by that certain Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8686, Page 863; as amended by that certain Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8696, Page 813; as amended by that certain Fourth Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8749, Page 205; as amended by that certain Fifth Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8763, Page 757; as amended by that certain Sixth Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8775, Page 832; as amended by that Seventh Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8785, Page 780; as amended by that Eighth Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8829, Page 572, as amended by that Ninth Amendment to Master Deed of Hunsinger Gardens of record in Deed Book 8875, Page 338, all in the office aforesaid, (the "Master Deed"); and

WHEREAS, the Declarant has relinquished Declarant's control to the Council; and

WHEREAS, the Council has determined that it is necessary and desirable to amend the Master Deed,

NOW THEREFORE,

1. ARTICLE III (B) of the Master Deed, entitled "Common Elements, Interest in common elements" is hereby deleted and replaced with the following:

Each Unit shall have appurtenant to it that percentage interest in the common elements which the floor area of the Unit bears to the sum of the floor area for all Units (which percentage interest shall be set forth with each Amendment to this Master Deed), and each Unit owner shall bear its share of the common expenses of the condominium project in

accordance with the terms of Article V of the Master Deed. Pursuant to this Declaration, the percentage interest in common elements and the percentage interest in expenses need not be the same. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the instrument of such conveyance.

2. ARTICLE V(A)(a) of the Master Deed, entitled "Assessments, Maximum Regular Assessments and Special Assessments," is hereby amended by the addition of paragraphs three, four, five and six, all as follows:

Allocations of Common Expenses pursuant to this Master Deed shall be governed by KRS 381.9137. Pursuant thereto, the Board of Directors of the Council may from time to time allocate or reallocate each Unit owner's share of common expenses, and fix or refix the amount of the maximum regular assessments to be paid by each Unit Owner against each Unit, based on the following percentages:

- (a) Units with walkouts shall pay 2.204% of common expenses per Unit, such that the 24 Units with walkouts shall collectively pay 52.89% of the common expenses.
- (b) Units without walkouts shall pay 1.963% of common expenses per Unit, such that the 24 Units without walkouts shall collectively pay 47.11% of the common expenses.

Beginning at the later of March 1, 2013 or 30 days after the Council approves a new maximum regular assessment, the maximum regular assessment to cover the share of the common expenses of the condominium project of each Unit with a walkout shall be set at a rate not to exceed \$3,084.00 per year, [i.e. \$257.00 per month.]. Thereafter, beginning January 1, 2014 such Unit's maximum regular assessment shall be \$3,324.00 per year, [i.e. \$277.00 per month.]; beginning January 1, 2015 such Unit's maximum regular assessment shall be \$3,528.00 per year, [i.e. \$294.00 per month.]; beginning January 1, 2016 such Unit's maximum regular assessment shall be \$3,744.00 per year, [i.e. \$312.00 per month.]; and beginning January 1, 2017 and continuing on thereafter until changed by amendment to this Declaration such Unit's maximum regular assessment shall be \$3,948.00 per year, [i.e. \$329.00 per month.].

Beginning at the later of March 1, 2013 or 30 days after the Council approves a new maximum regular assessment, the maximum regular assessment to cover the share of the common expenses of the condominium project of each Unit without a walkout shall be set at a rate not to exceed \$2,748.00 per year, [i.e. \$229.00 per month.]. Thereafter, beginning January 1, 2014 such Unit's maximum regular assessment shall be \$2,964.00 per year, [i.e. \$247.00 per month.]; beginning January 1, 2015 such Unit's maximum regular assessment shall be \$3,144.00 per year, [i.e. \$262.00 per month.]; beginning January 1, 2016 such Unit's maximum regular assessment shall be \$3,336.00 per year, [i.e. \$278.00 per month.];

and beginning January 1, 2017 and continuing on thereafter until changed by amendment to this Declaration such Unit's maximum regular assessment shall be \$3,516.00 per year, [i.e. \$293.00 per month.].

The maximum regular assessments listed above shall be payable monthly and shall commence as to each existing Unit owner at the later of March 1, 2013 or 30 days after the Council approves the new maximum regular assessment. The maximum regular assessments listed above shall be payable monthly and shall commence as to any future Unit owner on the day of the conveyance of the Unit to the Unit owner. The first assessment shall be adjusted according to the number of days remaining in the month. At closing, the assessment shall be collected for the month in which the closing occurs and for the immediately following month.

- 3. Exhibit B to the Ninth Amendment to Master Deed of Hunsinger Gardens, listing the Unit Owners' percentage ownership in the Common Elements, remains unchanged.

IN WITNESS WHEREOF, the Council has caused this Tenth Amendment to the Master Deed of Hunsinger Gardens to be executed as of the 17th day of January, 2013.

HUNSINGER GARDENS COUNCIL OF CO-OWNERS, INC.
a Kentucky non-profit Corporation

By: John C. Brooks

Printed Name: John C. Brooks

Title: President

By: Sheila F. Kaelin

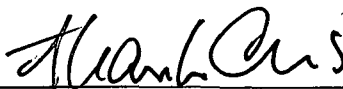
Printed Name: Sheila F. KAELIN

Title: Secretary

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was sworn to and subscribed before me, a Notary Public in and for said County and State, this 17th day of January, 2013, by JOHN G. BROOKS, who personally appeared before me and who is personally known to me, and who executed the foregoing instrument in his/her capacity as President of Hunsinger Gardens Council of Co-Owners, Inc., and acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed, as the free and voluntary act and deed of Hunsinger Gardens Council of Co-Owners, Inc.

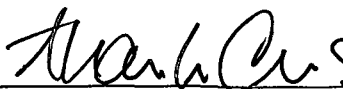
In witness whereof I have hereunto set my hand and official seal this 17th day of January, 2013.

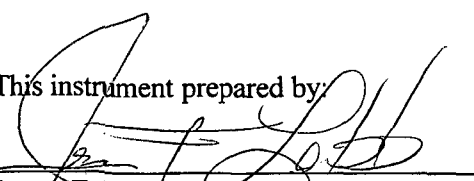

Notary Public, Kentucky, State at Large
My Commission Expires: **Notary Public, State at Large, KY**
My commission expires Nov. 3, 2014

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was sworn to and subscribed before me, a Notary Public in and for said County and State, this 17th day of January, 2013, by SHEILIA F. KAELIN, who personally appeared before me and who is personally known to me, and who executed the foregoing instrument in his/her capacity as Secretary of Hunsinger Gardens Council of Co-Owners, Inc., and acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed, as the free and voluntary act and deed of Hunsinger Gardens Council of Co-Owners, Inc.

In witness whereof I have hereunto set my hand and official seal this 17th day of January, 2013.


Notary Public, Kentucky, State at Large
My Commission Expires: **Notary Public, State at Large, KY**
My commission expires Nov. 3, 2014

This instrument prepared by:

James F. Lobb
Weber & Rose, PSC
400 W. Market St., Suite 2400
Louisville, KY 40202

**CERTIFICATION OF COMPLIANCE REGARDING THE GENERAL MEETING OF HUNSINGER GARDENS
ON THURSDAY JANUARY 17, 2013 AT THE MCMAHAN FIRE HOUSE**

The January 17, 2013 general meeting of the members of the Hunsinger Gardens Council of Co-Owners, Inc. was called to order for the purpose of having the homeowners, members of the Hunsinger Gardens Council of Co-Owners, Inc., approve the Hunsinger Gardens Council of Co-Owners, Inc. Board of Directors' earlier decisions to impose new Maximum Regular Assessments and amend the Hunsinger Gardens Master Deed.

This shall serve as the verified statement, certified by the below members of the Hunsinger Gardens Council of Co-Owners, Inc., that the requirements of Section XIII of the Master Deed of Hunsinger Gardens for amending the Master Deed of Hunsinger Gardens have been satisfied.

Signed this the 30 day of January, 2013.

John C. Brooks
John C. Brooks, President

Allan L. Crumes
Allan L. Crumes, Treasurer

Sheila F. Kaelin
Sheila F. Kaelin, Secretary

**HUNSINGER GARDENS
EXHIBIT B**

Percentage in Interest of Each Unit in Common Elements

	SQUARE FEET	PERCENTAGE
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BUILDING 1		
UNIT 1	3761	2.84%
UNIT 2	3636	2.75%

BUILDING 2		
UNIT 3	1860	1.41%
UNIT 4	1904	1.44%
UNIT 5	1860	1.41%
UNIT 6	1860	1.41%

BUILDING 3		
UNIT 7	3419	2.59%
UNIT 8	3647	2.76%

BUILDING 4		
UNIT 9	3420	2.59%
UNIT 10	3420	2.59%

BUILDING 5		
UNIT 11	1872	1.42%
UNIT 12	1875	1.42%
BUILDING	3747	2.83%

BUILDING 6		
UNIT 13	2071	1.57%
UNIT 14	2069	1.56%

BUILDING 7		
UNIT 15	1903	1.44%
UNIT 16	1855	1.40%
UNIT 17	2030	1.54%
UNIT 18	1858	1.40%
BUILDING	7646	5.78%

BUILDING 8		
UNIT 19	2075	1.57%
UNIT 20	2075	1.57%

BUILDING 9		
UNIT 21	2107	1.59%
BUILDING 10		
UNIT 22	3412	2.58%
UNIT 23	3634	2.75%
BUILDING 11		
UNIT 24	3637	2.75%
UNIT 25	3759	2.84%
BUILDING 12		
UNIT 26	3649	2.76%
UNIT 27	3649	2.76%
BUILDING 13		
UNIT 28	3632	2.75%
UNIT 29	3636	2.75%
BUILDING 14		
UNIT 30	3636	2.75%
UNIT 31	3634	2.75%
BUILDING 15		
UNIT 32	3641	2.75%
UNIT 33	3641	2.75%
BUILDING 16		
UNIT 34	1877	1.42%
UNIT 35	2075	1.57%
BUILDING 17		
UNIT 36	1765	1.33%
UNIT 37	1887	1.43%
BUILDING 18		
UNIT 38	1878	1.42%
UNIT 39	1876	1.42%
BUILDING 19		
UNIT 40	1752	1.32%
BUILDING 20		
UNIT 41	2073	1.57%
UNIT 42	1953	1.48%

