

AMENDMENT TO MASTER DEED
FOR
HURSTBOURNE RIDGE CONDOMINIUMS

This Declaration made and entered into this 26 day of July, 1999, by Hurstbourne Ridge, Inc., a corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by Deed dated March 20, 1992, of record in Deed Book 6158, Page 781, in the Office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above-referenced property to the Condominium form of ownership and use by Master Deed dated December 9, 1992, of record in Deed Book 6254, Page 961, in the Office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to amend the Master Deed and By-Laws of the Horizontal Property Regime known as Hurstbourne Ridge Condominiums.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Hurstbourne Ridge Condominiums dated December 9, 1992, and of record in Deed Book 6254, Page 961 in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed and By-Laws as follows:

GENERAL AMENDMENTS

1. Unless otherwise specified in these Amendments, all statements referring to "leasing" or "renting" in the Master Deed and Bylaws shall be stricken.
2. Unless otherwise specified in these Amendments, all references to Co-Owners in the Master Deed and By-Laws shall also include "all approved lessees," if any.

AMENDMENTS TO MASTER DEED

3. In Section Four, Paragraph 2, Line 2, the following phrase shall be stricken: "and to their tenants in residence."

4. In Section 9, Paragraph 1, Line 1, the following phrase shall be stricken: "tenants, future tenants."

AMENDMENTS TO BY-LAWS

5. Article II, Section 7 styled Notice of Annual Meeting shall be completely stricken and replaced with the following: "Written notice of the annual meeting shall be in any of the following ways: a) by personal delivery to unit owner, b) by leaving it at the unit owner's doorstep, c) by mailing it to owner at the unit's address at least ten (10) days, but not more than, 60 days prior to the date of said meeting."

6. Article III, Section 5 styled Number of Members of Board shall be completely stricken and replaced with the following: "The number of members on the Board of Directors shall not be less than five (5) nor more than seven (7)."

7. Article III, Section 6 styled Election and Term of Office, Paragraph 2, shall be completely stricken.

8. Article III, Section 8 styled Regular Meeting, second sentence shall be completely stricken and replaced with the following: "Notice of regular meetings of the Board shall be given to each member via mail, personal delivery or by leaving such notice at Co-Owner's doorstep, at least three (3) days prior to the day named for the meeting."

9. Article III, Section 14 styled Compensation shall be completely stricken and replaced with the following: "Board members shall not receive any compensation for their services."

10. Article IV, Section 8 styled Annual Accounting shall be completely stricken and replaced with the following: "All books and records shall be kept in accordance with generally accepted accounting principals (i.e. GAAP) on a fiscal year basis. The books of account shall be audited annually by a person(s) selected by the Board. The final audited financial statements shall be made available to the Council. The fiscal year shall begin on the first day of the month immediately following the date of incorporation."

11. Article V, Section 1 styled Common Expenses, Line 14, the following phrase shall be stricken: "or lease by the Board or its designee."

12. Article V, Section 2 styled Determination of Common Expenses and Fixing of Common Charges, the following two (2) paragraphs shall be added: "Maintenance fees are delinquent if not received on or before the first day of the month in which it is due. In the event a unit owner is delinquent in the payment of maintenance fees or any other authorized assessment (e.g., bad check fee, etc.) for a period in excess of ten (10) days, a penalty equal to twenty (20) percent of the amount owed shall be assessed for each month that said assessment remains unpaid. Said penalty shall not be prorated and will be assessed on the first day of each month that the assessment remains unpaid. In addition, the Board may, from time to time post in any conspicuous place upon the common elements the name(s) of such delinquent unit owners along with the amounts owed."

"If the Board received a check from any unit owner or approved lessee that is rejected by the bank for any reason, the unit owner/lessee shall be assessed a fee of \$20.00 by the Board in addition to any other fees that the bank charges the Condominium Association. The unit owner/lessee must make the check good within ten (10) days of

being notified by the Board, in order to avoid the aforementioned twenty (20) percent penalty fee.”

13. Article V, Section 8 styled Restrictions on Use of Units subsection (b) shall be completely stricken and replaced with the following: "All units shall be used for private residential purposes.”

14. Article V, Section 8 styled Restrictions on Use of Units, subsection(d), the weight limit shall be increased from 20 lbs. To 25 lbs.

Further, the following paragraph shall be added: "All pets must be on a leash at all times. All fecal matter must be picked up by the dog walker, placed in an appropriate container/bag and properly discarded in a toilet. No pets are permitted in the clubhouse, on the putting green or within the enclosed area around the pool. The Board can require a Co-Owner to show proof of an animal's current weight at any time.”

15. Article V, Section 8 styled Restrictions on Use of Units, the following subsections (j-s) shall be added:

j. “Co-Owners shall not permit any act or thing deemed extra-hazardous, on account of fire or that will increase the rate of insurance on the premises. Co-Owners shall not keep any explosives, gasoline or any other flammable material (including fireworks) in their unit or in any other location within the property boundaries of the Condominium complex. The burning of trash is prohibited. Also, Co-Owners are not to accumulate, either in their respective unit or in any other location within the property boundaries of the Condominium complex, litter or garbage of any kind that will pose a fire hazard or odor problem for other Co-Owners. Trash and garbage containers (including

"garbage bags") shall not be permitted to remain in public view, except on the scheduled garbage pick-up day or beginning 6:00 p.m. the day prior to the scheduled pick-up day.

k. No baby carriages, velocipedes, motorcycles, bicycles or other articles or personal property shall be left unattended on the ground of the common elements.

l. No structure of a temporary nature, trailer, tent shack or other outbuilding shall be maintained upon the common elements at any time.

m. All personal property placed in any portion of a condominium unit or any place appurtenant thereto shall be at the sole risk of the unit owner and the Board shall in no event be liable for the loss, destruction, theft or damage to such property.

n. All persons shall be properly attired when present on any of the common elements.

o. Solicitors are not permitted in the complex without the consent of the Board. If you are contacted by one, please notify the Board.

p. The common elements designated as parking areas are for automobiles, pickup trucks, sport utility vehicles and passenger vans only. All such vehicles must have current license plates and be in operating condition. No auto repair work shall be permitted in the parking areas.

q. The Board shall have the authority to designate a parking space (s) for particular units.

r. Busses, trailers, recreational vehicles, boats, motorcycles, campers or vehicles with commercial lettering except law enforcement vehicles are prohibited from being parked in the parking areas, including driveways.

s. There shall be no curbside parking of any vehicle on a regular basis. No vehicles shall be parked in such a way as to obstruct sidewalks or driveways. Each unit owner expressly agrees that if he/she shall illegally park or abandon any vehicle, he/she will hold the Council of Co-Owners of the project harmless for any and all damages or losses that may ensue."

16. Article VI, Section 4 styled Individual Policies, Paragraph 1 shall be completely stricken and replaced with the following: "Any Co-Owner and any Mortgagee must obtain additional insurance (including a condominium unit-owner's endorsement: for improvements and betterments to a Unit made or acquired at the expense of the Co-Owner). Such insurance should contain the same waiver of subrogation provisions as that set forth in Section 3(e) of this Article. Each Co-owner must obtain, in addition to the insurance hereinabove provided to be obtained by the Board, a "tenant's Homeowner's Policy," or equivalent, to insure against *loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.*

17. Article VII shall be added the following Section 6 styled Record Ownership: "Every unit owner shall promptly cause to be duly recorded in the deed, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Board of Administration, and the Secretary shall maintain all such information in the record of ownership of the Council."

18. Article VII shall be added the following Section 7 styled Complex Rules: "The Board of Administration may adopt, amend or repeal any rules and regulations

governing details of the operation and use of the Complex not inconsistent with any *provision of law or the Declaration of these By-Laws.*"

19. Article VII shall be added the following Section 8 styled Expenses of Enforcement: "Every unit owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorney fees incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provision of the Declaration, these By-Laws and Complex Rules against such owner or any occupant of such unit."

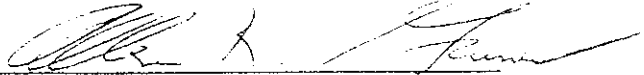
20. Article IX, Paragraph 1, Line 2, the percentage shall be changed from 75% to 51%.

21. Article XI shall be added to the By-Laws and shall state as follows: "No owner of a Unit may lease said Unit unless a) the owner or spouse, living with him or her, is transferred out of state by his or her employer, or b) the owner is moving to a nursing home for medical reasons, or c) the owner dies and the title is in the estate or a testamentary trust, and there is no surviving spouse who lived with the deceased unit owner."

If any of these three circumstances exist, then the owner of his or her personal representative may lease said unit provided:

- a. A fully executed copy of said lease shall be delivered to the Board for its pre-approval ten (10) days before the term is to begin.
- b. Any such lease will be consistent with the provisions of the master deed, these by-laws, as the same may be amended from time to time, and with the rules and regulations of the Condominium as may be promulgated from time to time.
- c. Such lease may have a maximum term of one year, no longer term is permitted. The lease is an accommodation to a unit owner in these rare situations.

THIS INSTRUMENT PREPARED BY:



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