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BOBBIE HOLSCRAW

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**AMENDED AND RESTATED MASTER DEED  
FOR HOLLY POINTE CONDOMINIUM ASSOCIATION, INC.**

**THIS AMENDED AND RESTATED Master Deed for HOLLY POINTE CONDOMINIUM ASSOCIATION, INC.,** (hereinafter referred to as HOLLY POINTE CONDOMINIUMS) made and effective as of the 24<sup>th</sup> day of OCTOBER, 2022, by a vote of the requisite owners representing greater than 50% of interest in the common elements of Holly Pointe Condominiums.

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

WHEREAS, the original Master Deed establish Holly Pointe Condominiums dated August 7, 1995 was recorded in Deed Book 6622, Page 6 in the Jefferson County Clerk's Office, and was amended by a First Amendment to the Master Deed dated October 17, 1995 of record in Deed Book 6653, Page 909, and was amended by a Second Amendment to the Master Deed dated December 13, 1995 of record in Deed Book 6677, Page 514, and was amended by a Third Amendment to the Master Deed dated March 26, 1996 of record in Deed Book 6716, Page 124 and rerecorded in Deed Book 6718, Page 439, and was amended by a Fourth Amendment to the Master Deed dated April 12, 1996 of record in Deed Book 6725, Page 158, and was amended by a Fifth Amendment to the Master Deed dated May 29, 1996 of record in Deed Book 6743, Page 365, and was amended by a Sixth Amendment to the Master Deed dated July 18, 1996 of record in Deed Book 6763, Page 933, and was amended by a Seventh Amendment to the Master Deed dated September 16, 1996 of record in Deed Book 6788, Page 17, and was amended by an Eighth Amendment to the Master Deed of record in Deed Book 6810, Page 69, and was amended by a Ninth Amendment dated December 2, 1996 and is of record in Deed Book 6821, Page 892, and was amended by a Tenth Amendment to the Master Deed dated February 4, 1997 of record in Deed Book 6844, Page 251, and was amended by an Eleventh Amendment to the Master Deed dated February 4, 2002 of record in Deed Book 7834, Page 138, and was amended by a Revised and Restated Master Deed of record in Deed Book 9173, Page 211 all in the aforesaid Clerk's Office; and

WHEREAS, the transfer of the management, control and authority of the Association from the Developer to unit Co-owners has taken place;

**WHEREAS**, due to a scrivener's error, the percentage of common interest in the Master Deed incorrectly set forth one of the Unit's square footage, and this Amended and Restated Declaration resolves said scrivener's error.

**WHEREAS**, the provisions of the Revised and Restated Master Deed for HOLLY POINTE CONDOMINIUMS state that the Master Deed may be amended upon a vote of greater than 50% in interest in the common elements at a duly called meeting of unit owners; and

**WHEREAS**, HOLLY POINTE CONDOMINIUMS has 64 units, with each unit Co-owner voting by percentage of ownership in the common elements; and the necessary percentage of unit Co-owners of all units have consented to amend the Master Deed as evidenced by the verification statement and certification below;

**NOW, THEREFORE**, the above said unit Co-owners hereby amend and restate the Master Deed as follows; and said restatement shall, in its entirety, replace the previously filed Master Deed and any amendments filed subsequent thereto.

**NOW WITNESSITH THAT:**

**WHEREAS**, Section 381.805 through 381.910, et seq., of the Kentucky Revised Statutes as amended (hereinafter referred to as the "Act"), provides for the erection of horizontal property regimes or condominiums in the Commonwealth of Kentucky; and,

**WHEREAS**, the condominium regime shall be subject to the ACT and the applicable portions of the Kentucky Condominium Act for condominium regimes that were in existence prior to January 1, 2011; and

**WHEREAS**, the parcel of land situated in Louisville, Jefferson County, Kentucky, described in Exhibit A, is a description of the land constituting the Condominium Project and which is attached hereto and made a part hereof by reference as fully as if set out in full herein and further more particularly described as HOLLY POINTE CONDOMINIUMS, which is recorded in Deed Book 6622, Page 34, in the Office of the Clerk of the County Court Jefferson County, Kentucky, which plans are incorporated herein by reference.

**NOW, THEREFORE**

The Developer established a horizontal property regime in accordance with Section 381. 815 et seq. of the Act, upon the land shown on Exhibit A and more particularly described on HOLLY POINTE CONDOMINIUMS on plats recorded in Condominium and Apartment Ownership Book 53, Pages 13 and 14, Condominium and Apartment Ownership Book 53, Pages 13 and 14, Condominium and Apartment Ownership Book 53, Pages 49-51, Condominium and Apartment Ownership Book 55, Pages 4-6, and Condominium and Apartment Ownership Book 55, Pages 21-23, Condominium and Apartment

Ownership Book 56, Pages 7-10, Condominium and Apartment Ownership Book 56, Pages 32-35, Condominium and Apartment Ownership Book 57, Pages 37-41, Condominium and Apartment Ownership Book 58, Pages 10-14 in said Clerk's Office. It is the purpose of this Amended and Restated Master Deed to so divide and to impose covenants and restrictions upon the LAND, all of which shall run with the LAND, and the LAND, together with the improvements erected thereon, shall constitute a Condominium Project as defined in Section 381.810 of the Act known as "HOLLY POINTE CONDOMINIUMS". The submission of the LAND to the horizontal property regime as aforesaid is subject to all covenants, conditions and restrictions as follows:

**ARTICLE I**  
**Definitions**

The words listed in this Article I when used in this Master Deed shall have the meanings as set forth in this Article I:

(A) "Articles of Incorporation" mean the articles of incorporation of the Council of record in Corporate Book 482, Page 984, in the aforesaid Clerk's office a nonstock, nonprofit corporation, which governs and controls, in part, the affairs and administration of the Condominium Project.

(B) "Board of Directors" means the Board of Directors of the Council who shall be elected and serve and shall have the powers and duties provided herein and in the Articles of Incorporation and the Bylaws.

(C) "Buildings" mean, collectively, the 16 fourplexes and 1 clubhouse constructed on the land, containing all of the units of the Condominium Project. The locations of the buildings on the land and the area of each of the buildings are as set forth on the plans.

(D) "Bylaws" means the Bylaws of the Council, approved and adopted by the Board of Directors, which shall govern and control, in part, the affairs and administration of the Condominium Project.

(E) Common Elements

The common elements of the Condominium Project include the land and improvements on the property (including the land under the units); and all other areas, and all structures not included within the units and those designated as limited common elements pursuant to the Article I (J) of Master Deed entitled "Limited Common Elements". The common elements include, but are not necessarily limited to, the land, buildings (including the outside walls and roofs of the buildings), the foundations, structural columns, walls (excluding the finished surface of the wall), floors (including slabs under the buildings and garages), ceilings and roofs of the buildings (other than the interior decorated surfaces thereof located within the boundaries of individual

units); exterior doors, windows, the gardens, patios, all driveways, roadways, grass areas, and sidewalks, all breezeways, automobile parking, and landscaping on the common elements the clubhouse, and compartments or installations of central services such as pipes, ducts, electrical wiring and conduits, all public utility lines or other pipes and material located outside of the units, except such as are part of the units, available in whole or in part for use by the unit owners.

(F) "Condominium Documents" mean, collectively, the Master Deed, Articles of Incorporation, Bylaws, and Rules and Regulations.

(G) "Council" means Holly Pointe Condominium Association, Inc., a Kentucky nonstock, nonprofit corporation, the members of which shall be each an owner of record of a unit in the Condominium Project.

(H) "Holly Pointe Condominiums" means the name by which the Condominium Project is known.

(I) "Limited Common Elements" mean and include those common elements designated by this Master Deed to be reserved for the use of a certain unit or units to the exclusion of the unit owners and/or occupants of other units. The limited common elements of the Condominium Project include any attics, decks or porches adjacent to or associated with a particular unit and intended for use by occupants of that particular unit, and shall also include automobile parking garages, including the garage doors, and storage areas designated as being intended for the exclusive use of a unit or units pursuant to the plans.

(J) "Person" means any natural person, firm, corporation, partnership, association, trust or their legal entity or any combination thereof.

(K) "Plans" mean the plans and specifications for the Condominium Project, including floor plans for the buildings dated July 27, 1995, prepared by Evans/Griffin, Inc Engineers, showing the layout, location, unit numbers and dimensions of the units, and recorded in Condominium and Apartment Ownership Book 52, Pages 44 and 45, in the Office of the County Court Clerk of Jefferson County, Kentucky, and as amended by plans and specifications for the Condominium Project dated October 3, 1995 and recorded in the Condominium and Apartment Ownership Book 55, Pages 4, 5, and 6, in the Office aforesaid, and as amended by plans and specifications for the Condominium Project dated April 12, 1996 and recorded in Condominium and Apartment Ownership Book 55, Pages 21, 22 and 23, in the Office aforesaid, and as amended by plans and specifications for the Condominium Project dated May 15, 1996 and recorded in the Office aforesaid; and as amended by plans and specifications for the Condominium Project dated June 28, 1996 and recorded in Condominium and Apartment Ownership Book 56, Pages 32, 33, 34 and 35, in the Office aforesaid; and as amended by plans and specifications for the

Condominium Project dated September 5, 1996 and recorded in Condominium and Apartment Ownership Book 57, Pages 37, 38, 39, 40 and 41, in the Office aforesaid; and as further amended by plans and specifications for the Condominium Project dated October 18, 1996 and recorded in Condominium and Apartment Ownership Book 58, Pages 10, 11, 12, 13 and 14.

(L) "Rules and Regulations" mean the rules and regulations promulgated and amended by the Board of Directors and governing, in part, the use and occupancy of the units, common elements and limited common elements.

(M) "Unit" means an enclosed space (KRS 381.810 (1)) within the buildings measured from the interior unfinished surfaces of walls, ceilings, and floors, having a direct exit to a thoroughfare or to a common element leading to a thoroughfare.

Each unit shall include storm doors, the interior unfinished surface of any doors and windows, vents and other structural element as ordinarily are regarded as enclosures of space, and any wallpaper, paint, carpet, tile and all other decorating or finishing materials affixed or installed as part of the physical structure of the unit, and all closets, cabinets, storage for the exclusive use of an individual unit. Notwithstanding the above, neither pipes, wires, conduits, or other public utility lines or installations constituting part of the overall systems designed for the general service of the entire building, nor property of any kind which is not removable without jeopardizing the soundness and safety of the remainder of an entire building, shall be deemed to be included within any unit. "Entire building," as used in the preceding sentence, shall include any other unit and any common or limited element.

(N) "Unit Owner" means any person, corporation, partnership, limited liability company or trust having record title to a unit.

## Article II Units

(A) Number, location, designation, and plans for units

There are 64 units within the Condominium Project. All 64 of these units have been built, and for purposes of identification, each unit has been assigned a number as indicated on Exhibit B, as attached hereto and made a part hereof. No unit bears the same identification number as any other units. The plans set forth the layout, locations within the applicable building, unit number designation, and dimensions of each unit.

(B) Ownership of the units

Each unit owner shall obtain fee simple ownership of the unit acquired, the appurtenant undivided interest of the common elements to the Condominium Project, and, if applicable any limited common elements appurtenant to the unit. Each unit owner shall be a member of the Council. The form of ownership of a unit may be individual, corporate, in partnership, joint with right of survivorship, a tenancy in common, a tenancy by the entireties, or (subject to the other provisions of the Condominium documents) any other estate in real property recognized by law and which may be conveyed and encumbered. All deeds to each unit shall describe such unit by reference to this Master Deed, the plans, the name of this Condominium Project, and the identifying number of the unit followed by the words "a condominium unit." No unit shall be subdivided, and no action for partition of a unit shall lie, except in the manner provided in the Horizontal Property Law of Kentucky and upon the prior written approval of the holder(s) of any mortgage(s) on such unit and approved by a majority vote of the Council. Any conveyance of a unit shall be deemed also to convey the undivided interest of the unit owner in the common elements and any limited common elements appurtenant to the unit, whether or not the instrument evidencing such conveyance expressly states.

(C) Taxation of units

The owner of each unit shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the unit and its percentage of ownership in the common elements by any governmental authority with jurisdiction over the unit. Nothing contained in the Master Deed shall be construed as giving to any unit owner any right of contribution or adjustment against any other unit owners on account of any deviation by any governmental authority from the percentages of ownership set forth in any valuation or assessment against the unit owned by such unit owner.

(D) Maintenance and repair of units and common elements by the Council

It shall be the responsibility of the Council to maintain, repair, or replace:

(1) The buildings (except to the extent of the units comprising a part of the same), including the roofs, patios (excluding routine cleaning, sweeping deicing and snow removal), the grounds and parking lots.

(2) All portions of any unit which contribute to the support of any building, including main bearing walls (but excluding painting, wallpapering, decorating, or other work on the interior surfaces of walls, ceilings, and floors within the unit, which shall be the unit owner's responsibility).

(3) The exterior of any building, including the exterior of the windows and doors, but excluding storm doors and garage doors. This includes exterior window washing, exterior

painting of windows and doors and exterior repair of windows and doors. All maintenance of storm doors, garage doors, and the interior of windows and doors is the responsibility of the unit owner.

(4) All common elements, but excluding routine cleaning, sweeping, deicing and snow removal of the Unit's patio.

(5) All incidental damage caused by work done at the direction of the Board of Directors.

(6) Annual inspection of each unit and the common elements for termites. It shall be the Council's responsibility to abate and/or treat for termites and repair any termite damage to the common elements. The unit owner shall be responsible to repair any damage to the interior of the unit.

(E) Maintenance and repair by Unit Owners

It shall be the responsibility of each unit owner with respect to the unit owned by such unit owner:

(1) To maintain, repair, and replace at the expense of such unit owner all portions of the unit except the portions to be maintained, repaired, and replaced by the Council, including all decorating and redecorating, painting, tiling, carpeting, waxing, papering, plastering, or varnishing which may be necessary to maintain the good appearance and condition of the unit. Such maintenance, repair, and replacement shall not change the appearance of any portion of the exterior of the building or unit without prior approval of the Board of Directors.

(2) To maintain, repair, and replace at the expense of each unit owner the appliances and fixtures located in the unit, or located in the limited common elements appurtenant to the unit, or located in the common elements but benefiting the unit to the exclusion of any other unit, including, but not limited to, any plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposals, ranges, hoods and fans, sinks, lamps, interior doors, storm doors, garage doors and openers, telephones, telecommunication or any electric, gas or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.

(3) To report promptly to the Council any defect or need of repairs for which the Council is responsible.



(4) To maintain, repair, or replace at the expense of such unit owner all portions of the unit which may cause injury or damage to the other units or to the common or limited common elements.

(5) To perform the responsibilities of such unit owner in such a manner and at such reasonable hours so as not to unreasonably disturb other unit owners in the building.

(6) To have the dryer vent cleaned to remove all accumulated lint or debris at least once every three years, or more often as determined by the Board of Directors. The Board of Directors shall require written proof from each unit owner that these items have been accomplished

(7) To replace the smoke alarm batteries at least once every year unless the owner uses either a five (5) and/or ten (10) year batteries. The Board of Directors shall require written proof from each unit owner that these items have been accomplished.

(8) To maintain, repair and replace at the expense of such unit owner the limited common elements associated with the owner's unit except as stated elsewhere in this Master Deed.

(9) To perform routine cleaning, sweeping, deicing and snow removal from the Unit's patio.

(F) Liability of unit owner for certain repairs

A unit owner shall be liable for the entire expense of any maintenance, repair, or replacement of any part of the Condominium Project, whether part of a unit or part of the common elements or limited common elements, if such maintenance, repair, or replacement is rendered necessary by any negligent act or omission of the unit owner, or any member of the family, or guests, employees, or agent of such unit owner. If any unit owner fails to undertake any such maintenance, repair, or replacement within 10 days after the Board of Directors notifies such unit owner in writing that the Board of Directors has determined that such maintenance, repair, or replacement is the responsibility of such unit owner under this section, the Board of Directors may undertake such maintenance, repair, or replacement, and the cost thereof, including all reasonable attorney's fees, shall be a lien, filed with the County Clerk's Office, on the unit owned by such unit owner until paid by the unit owner, and such lien shall be subject to the same remedies as are provided in this Master Deed for nonpayment by a unit owner of common charges and assessments.

(G) Alteration or improvements of units

No alteration or improvement to any common or limited common elements or to the unit which would alter or affect the common or limited common elements or any other unit may be made by any unit owner without the prior written consent of the Board of Directors. This includes any change to any exterior colors or building materials. Unit owners at their expense may add storm doors to the front entrance of the unit with the Board's prior written approval. Storm Doors shall be white, and the preferred door is the "full view" style. No application shall be filed by any unit owner with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a unit which alters or affects the common elements or other units, unless approved in writing by the Board of Directors. Such approval shall not evidence any consent to any liability on the part of the Board of Directors, or any individual member of the Board of Directors, to any contractor, subcontractor, materialman, architect, or engineer by reason of such addition, alteration, or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing through the manager or managing agent, if any, or through the President or Secretary of the Council if no manager or managing agent is employed. The Board of Directors shall have the obligation to answer within 30 days. The Board of Directors may require that the unit owner making such improvement, alteration, or addition obtain such insurance coverage and in such amounts as the Board of Directors deems proper, and may require the unit owner to maintain, repair or replace such improvement, alteration or addition at the unit owner's expense.

### **Article III**

#### **Common Elements**

##### **(A) Common elements**

The common elements of the Condominium Project include the land and all other areas, and all structures and improvements, within the boundaries of the Condominium Project not included within the units and limited common elements. The common elements include, but are not necessarily limited to, the land, the foundations, structural columns, walls, floors (including slabs on which the buildings, including garages are built, and ceilings and roofs (other than the interior decorated surfaces thereof located within the boundaries of individual units) of the buildings; the gardens, outside walks, and outside driveways, breezeways, automobile parking spaces (other than those designated as limited common elements), landscaping on the common elements, the clubhouse, and compartments or installations of central services such as pipes, ducts, electrical wiring and conduits, and public utility lines.

##### **(B) Interest in common elements**

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 is set forth on Exhibit B attached and made apart of this Master Deed), and each unit owner shall bear the same percentage of the common expense of the Condominium Project.

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.

(C) Common elements to remain undivided

The common elements shall remain undivided and no unit owner shall bring any action for partition or division unless otherwise provided herein or by law.

(D) Adjustments in percentage of ownership

Except as provided in Article XII of this Master Deed and as otherwise may be expressly provided herein, the percentages of ownership in the common elements set forth in Exhibit B attached to this Master Deed shall remain constant regardless of the purchase price paid for any unit at any time. Except as provided in Article XII of this Master Deed and as otherwise may be expressly provided herein, no adjustment in percentages of ownership shall be made without the prior written approval of all unit owners.

(E) Use of common elements

The common elements shall be used for the benefit of the unit owners, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use. Each unit owner may use the common elements in accordance with the purposes for which they are intended so long as such use does not hinder the exercise of or encroach upon the rights of other unit owners. The Board of Directors shall, if any question arises, determine the purpose for which a common element is intended to be used. The Board of Directors shall have the right to promulgate the rules and regulations which may limit the use of the common elements to unit owners, their guests, and invitees.

(F) Maintenance of common elements

The maintenance and operation, including landscaping (except watering for Board approved projects), gardening, snow removal (excluding patios), cleaning, painting and all other repairs, of the common elements (including, but not limited to, the repair of major cracks in the slabs on which the units and garages are built) shall be the responsibility and expense of the Council, unless and except as otherwise expressly provided in the Condominium documents, and the Board of Directors of the Council, pursuant to authority found at Article VI of this Master Deed, shall have the authority to make all decisions of the Council as respects repairs and maintenance and the costs incurred pursuant thereto.

(G) Alteration and improvements of common elements

The Board of Directors shall have the right to make or cause to be made such alterations and improvements to the common elements as, in the opinion of the Board of Directors, may be beneficial and necessary. The cost of any such alterations and improvements to the common elements shall constitute a part of the common expenses. When, in the sole opinion of the Board of Directors, the costs therefore shall be exclusively or substantially exclusively for the benefit of unit owner(s) that requested the alteration or improvement, the cost shall be assessed against such unit owner(s) in such proportion as the Board of Directors, in its discretion, reasonably shall determine is fair and equitable.

#### ARTICLE IV

##### Limited Common Elements

(A) Limited common elements.

The limited common elements of the Condominium Project are areas which are reserved for the use of unit owners of a certain unit or units to the exclusion of the unit owners and/or occupants of other units. The limited common elements of the condominium project include any attics, decks or porches adjacent to or associated with a particular unit and intended for use exclusively by occupants of that particular unit, and shall also include automobile parking garages, including the garage door, and storage areas designated as being intended for the exclusive use of a unit or units pursuant to the plans.

(B) Responsibility for maintenance, repair and replacement of limited common elements

Each unit owner is responsible for maintenance, repair and replacement of the limited common elements associated with the owner's unit except as stated elsewhere in this Master Deed.

(C) Limited common elements to remain undivided

The limited common elements shall remain undivided and no unit owner shall bring any action for partition or division unless otherwise provided by law. Any covenant to the contrary shall be void.

(D) Parking spaces

Any parking spaces not a part of a unit and not expressly designated on the plans as being appurtenant to any unit as a limited common element shall remain common elements and shall be available for use generally by all unit owners or guests without reservation or restriction, other than any reasonable restrictions imposed by the Board of Directors and applicable to all unit owners and their guests.

## ARTICLE V

### Assessments

The making and collection of assessments against unit owners for common expenses of the Condominium Project, including, but not limited to, maintenance and repair of, and insurance charges and utility expenses related to the common elements shall be pursuant to the Bylaws and subject to the following provisions:

(A) Share of common elements

Each unit owner shall be personally liable for the proportionate share of the common expenses, such shares being the same as the unit owner's undivided share in the common elements as set forth in Exhibit B to this Master Deed. No unit owner shall be exempt from contributing toward such expenses by waiver of use or enjoyment of the common elements or by abandonment of the unit owned by such unit owner or by claiming that the quantity or quality of services does not warrant such payment or is not as contemplated by such unit owner as of the time of purchase; provided, however, the Board of Directors may, but is not required to, abate or reduce a unit owner's contribution for a reasonable period of time during which the unit owned by such unit owner is uninhabitable as the result of damage or destruction.

(B) Late fees and application of payments

Assessments and installments on such assessments paid on or before 10 days after the day when due shall not incur any late fee, but all sums not paid on or before 10 days after the date when due, including any sums due as a result of acceleration of unpaid assessments as may be provided in the Bylaws, shall be subject to a late fee determined by the Board of Directors. All payments made upon an account shall be first applied to fines incurred, late fees, attorney's fees and then to the assessment payment first due.

(C) Lien for assessments

Except as provided in Article V (E) of this Master Deed, any unpaid common expenses, late fees and fines assessed to a unit owner shall constitute a lien against the unit owned by such unit owner and against such unit owner's interest in the Condominium Project prior to all other liens except the lien of a first mortgage on the unit and tax or assessment liens on the unit by the taxing subdivision of any governmental authority, including but not limited to state, county, city and school district taxing agencies. Such lien shall include all costs of collections, including reasonable attorney's fees.

The lien created by this section shall be deemed to be incorporated by reference in and reserved by each deed or other instrument conveying any interest in a unit whether or not such deed or instrument by its express terms refers to said lien. In addition to any other remedies or liens provided by law, if any unit owner is in default in the payment of any common expenses assessed to such unit owner for 30 days, including any sums due as a

result of acceleration of unpaid assessments as may be provided in any of the Condominium documents, the Council may bring suit for and on behalf of itself and as representative of all unit owners to enforce collection of the assessment and all cost of collection thereof, including reasonable attorney fees, and to foreclose the aforesaid lien in accordance with the laws of the Commonwealth of Kentucky, in like manner as a mortgage on real property. The lien for unpaid assessments, late fees, fines shall also secure legal interest and reasonable attorney fees incurred by the Council incident to the collection of such assessment, late fee or fine or enforcement of such lien. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all unit owners as a common expense.

(D) Transfer of units

A unit owner shall not be liable for any common expenses accruing after the sale of his/her unit and the recording of a deed to the purchaser. The purchaser of a unit subject to any lien arising under this Master Deed prior to the date of purchase and the recording of the deed shall take title to the unit subject to the lien; provided, however, that, at the request of any unit owner or a prospective purchaser of the unit, the Board of Directors shall provide a statement disclosing whether the unit owner is then in default under any of the obligations hereunder and whether the unit owner is then in default under any of the obligations hereunder and whether and in what amount a lien exist against the unit owned by the unit owner under the section hereof entitled "Lien for Assessments" which statement shall be conclusive as to the facts stated therein as against the Council and the other unit owners and may be relied upon by a prospective purchaser or mortgagee or assignee of any mortgagee upon the unit of such unit owner.

(E) Limitation of mortgage liabilities

Where the mortgagee of a first mortgage of record or the purchaser or purchasers of a unit obtain title to the unit as a result of foreclosure of a first mortgage said mortgagee or purchaser shall not be liable for the shares of common expenses or assessments by the Council pertaining to such unit or chargeable to a former unit owner of such unit which became due prior to acquisition of title to said mortgagee or purchaser as a result of foreclosure of voluntary conveyance in lieu of said foreclosure. Said unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable for all of the other unit owners of units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to a unit owner who takes back a purchase money mortgage or to any other mortgagee which is not an "institutional mortgagee". The term "institutional mortgagee" herein used shall mean a first mortgage holder which is a bank, savings and loan association, life insurance company, pension fund, trust company, credit union or other institutional lender.

(F) Rental pending foreclosure

In any foreclosure of a lien for assessments, the unit owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Council shall be entitled to

appointment of a receiver to collect the same.

**ARTICLE VI**  
**Council of Co-Owners**

**(A) Council manages Condominium Project**

The management and operation of the Condominium Project shall be the responsibility of the Council, acting through the Board of Directors and the elected officers thereof, and the Council shall fulfill its functions pursuant to the provision of the Condominium documents.

**(B) Bylaws**

The Bylaws adopted and amended by the Council from time to time shall be the Bylaws of the Condominium Project and said Bylaws do not have to be recorded to be effective. The Bylaws amending procedure shall be set forth in the Bylaws.

**(C) Rules and regulations**

Each unit owner's ownership and use of the common elements, limited common elements and unit(s) owned by such unit owner shall be subject to the Rules and Regulations promulgated by the Board of Directors from time to time, applicable to all unit owners. A copy of the Rules and Regulations, including any amendments thereto shall be furnished by the Council to all unit owners of the Condominium Project upon request.

**(D) Limitation upon liability of Council**

Notwithstanding the duty of the Council to manage, operate, maintain and repair the Condominium Project, subject to and in accordance with the provisions of the Condominium documents, the Council shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Project required to be maintained and repaired by the Council, or caused by the weather or other element, or by other unit owners or persons, including, but not limited to, defects which are the result of characteristics common to the materials used, damage due to ordinary wear and tear and normal use, and damage due to wind, rain, snow, hail, and condensation on or expansion or contraction of materials due to weather.

(E) Board of Directors

The members of the Board of Directors shall be elected and serve and shall have the duties and powers as provided in the Articles of Incorporation and Bylaws. The Board of Directors shall have the right to delegate its' duties to a managing agent. The Board of Directors shall be the final arbiter of any dispute concerning the operation of the Condominium Project and the interpretation and effect of the Condominium documents.

(F) Approval or disapproval of matters

Whenever the decision of a unit owner is required upon any matter, whether or not the subject of a Council meeting, such decision shall be expressed by the same person who would cast the vote of such unit owner if in a Council meeting, unless joinder of all unit owners of record is specifically required by the applicable provision of the Condominium documents.

**ARTICLE VII  
RESTRICTIONS**

(A) Antennas and Satellite Dishes

No antennas or satellite dishes or other devices for transmitting or receiving electronic, microwave or other similar signals or any structure, equipment or other similar items may be placed on any roof or in or on any portion of the common elements. Antennas or satellite dishes or other devices may be put on the patio with the Board's written consent.

(B) Roof Access

No unit owner or any other person or contractor shall trespass upon the roof of any building without the written consent of the Board of Directors.

(C) Alterations

No unit owner shall cause anything to be done to or in any unit or the common or limited common elements which shall or could be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered, or corrected or separated from the common or limited common elements, except upon the prior written consent of the Board of Directors.

(D) Insurance Risks



No unit owner shall permit anything to be done or kept in the unit or on the common or limited common elements which may result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation.

(E) Flammable and/or Hazardous Material

No gasoline or other flammable or explosive materials or liquids may be kept or stored in any unit or storage area except combustible fuels which are necessary for operation of a motor vehicle and then only when stored in the fuel tank which is integral to the motor vehicle.

(F) Garbage and Trash

Garbage and trash must be temporarily stored in tightly covered containers in the individual unit's garage until the day before the weekly garbage or recyclable collection, when the containers are to be placed at the end of the driveway where it meets the street until emptied. Containers should be replaced in the garage the day of collection.

(G) Noise

All unit owners shall keep the volume of any radio, television, stereo or musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. No unit owner shall make or permit unreasonably loud or disturbing noises in any unit, common element or limited common element. Power tools, shop vacs and tools that create a loud noise used by an owner or a service company hired by an owner for cleaning, gardening, updates and repairs may only be used after 7:00 am and before 8:00 pm.

(H) Signs

No sign or other window display or advertising shall be maintained or permitted on any part of the Condominium Project or on any unit, except that unit owners, the Board of Directors or any mortgagee who may become the owner of any unit may place a "for sale", sign on a unit or units for purposes of selling. The Board of Directors may promulgate rules and regulations regarding the size of any such "for sale" sign.

(I) Exterior Displays

Door wreaths and holiday decorations are permitted. These decorations must be within each owner's patio or in the beds adjacent to the patio and cannot interfere with landscaping work. Small garden decorations are permitted within the patio and the beds adjacent to the patio. No holes may be drilled into the exterior brick of a unit without the permission of the Board of Directors.

Except for signs and decorations as mentioned above, no unit owner shall cause or permit any of the following items to be hung, displayed or exposed on the exterior of any unit, or on the common elements appurtenant thereto. The prohibition herein includes, but is not limited to, laundry, clothing, rugs or other items.

(J) Planting

Planting by the unit owner of plants, flowers, trees, shrubbery or crops of any kind is prohibited anywhere on the common areas without the written consent of the Board of Directors. However, plantings are allowed in the patio area within the fence line at the owner's discretion and without Board approval. Any such planting inside the patio must be maintained, trimmed and removed at the owner's expense. The unit owner shall be responsible for any damage to the common element or limited common element caused by any planting inside the patio.

Decorative foliage and flowers (annuals or perennials) may be planted in the unpaved areas adjacent to the unit's driveway, the areas adjacent to the windowed walls, and the planting areas outside and adjacent to the patio fence with the Board's written approval. Plantings in these areas should not unduly interfere with the annual pruning of bushes or trees maintained by the Association. The unit owner is responsible for the maintenance, repair and replacement of any such plantings and shall be responsible for any damage caused by such planting.

(K) Speed Limit

The speed limit for all streets within the condominium regime shall be 15 mph.

(L) Business

No business shall be operated within the regime which promotes additional traffic or noise, or causes additional use of the common areas or utilities.

(M) Pets

(1) No animals of any kind shall be raised, bred, or kept in any unit or on the common elements, except that dogs, cats, or caged birds (not to exceed two per unit) may be kept in a unit, subject to compliance with the Master Deed, Bylaws and Rules and Regulations.

(2) No pet may be maintained in a unit if it becomes a nuisance. Actions which will constitute a nuisance include, but are not limited to, repeated barking, an attack by the pet on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable

crying, barking, or scratching, or fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated defecation in areas of the Condominium Project other than areas, if any, where such activity is permitted pursuant to the express provisions of the Condominium documents, shall be cause for the Association, by and through the Board of Directors, to force removal of the pet from the Condominium Project.

(3) All pets must be licensed and inoculated as required by law.

(4) Pet owners are fully responsible for person injuries and/or property damage caused by their pets, and shall indemnify the Council and all other unit owners for all loss, costs, claims, and expenses, including, without limitation, reasonable attorney fees, caused by such pets. Owners shall obey and abide by all state, city and county laws and ordinances.

(5) Pets shall be leashed or carried when outside the confines of the Unit. Leashes may not exceed a length which will permit close control of the pet.

(6) Owners of pets walked upon the common or limited common elements must promptly clean up their pet's droppings in all areas.

(N) Vehicles

(1) No trailer, camper, motor home, boat, recreational vehicle or commercial vehicle may be parked at anytime in the Condominium Project except to load or except when totally within a garage so that the garage door may be shut. Commercial vehicle" is defined as a vehicle meeting any one of the following characteristics: (i) having rear dual wheels; (ii) having a design load carrying capacity of more than one and one-half tons; (iii) being designed to carry more than 9 passengers including driver; (iv) being designed to carry business equipment on or in exterior racks or bins, not including tool boxes or ladders; (v) incapable of being parked inside a closed garage; or (vi) advertising a business or containing on its exterior any business information;

(2) Vehicles owned or operated by a unit owner or member of said owner's family shall be parked inside the unit's garage, or on the unit's driveway. Any owner's visitors and guests may use the visitor/guest parking.

(3) If a visitor should have a vehicle parked in the community for longer than 14 consecutive days period of time, the unit owner should notify the Board of Directors.

(4) No inoperable, junk or derelict vehicles or a vehicle on which current registration plates are not displayed shall be left anywhere within the regime unless stored in a garage.

(5) Parking in a manner that blocks access to or exit from a driveway is not permitted.

(6) No motor oil shall be disposed of on or in the Condominium Project.

(7) The Board of Directors may establish additional parking restrictions in the Rules and Regulations.

(8) In addition to the remedies set forth in this Declaration, any violation of the parking restrictions contained in this Declaration, or any Rules and Regulations, may result in the towing of the vehicle at the owner's expense.

(O) Moving. The Board of Directors may establish Rules and Regulations relating to moving in and out of a Unit.

#### **ARTICLE VIII**

##### **Easements**

###### **(A) Existing easement**

Easements are hereby declared and granted by each unit owner in favor of each other unit owner for all utility purposes as they exist on the date of the recording of this Master Deed or as are contemplated by the plans, or as may be required to be incorporated in the final construction of the building and the common and limited common elements. Each unit owner shall have an easement in common with all other unit owners to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common or limited common elements located in any of the other units and serving the unit(s) of such unit owner. Each unit shall be subject to an easement in favor of all of the unit owners to use the pipes ducts, cables, wires, conduits, public utility lines, and other common or limited common elements, service such other units and located in such unit. Easements are further declared and granted and reserved for ingress and egress for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as are now and from time to time may exist upon the common and limited common elements; and for vehicular traffic over, through and across such driveways, parking areas (subject to the rights of applicable unit owners in parking spaces which are limited common elements), and other portions of the common elements as are now and from time to time may be paved and intended for such purposes. All easements and rights described in this Master Deed are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon unit owners, and any other person having any interest in the Condominium Project, but shall be subject to and limited by the provisions of the Condominium documents. The deed of conveyance of any unit, or any mortgage or trust deed or other evidence of obligation, shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and

reserve such easements and rights to the respective grantees, mortgagees, and trustees of such units as fully and completely as if such easements and rights had been recited fully and set forth in their entirety in such documents.

(B) Future easements

The Council may grant further easements for utility purposes for the benefit of the Condominium Project, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment, and electrical conduits and wires over, along, and on any portion of the Condominium Project, and each unit owner hereby grants the Council (acting through its President) an irrevocable power of attorney to execute, acknowledge, and record, for and on behalf of each unit owner, such instruments or documents as may be necessary to effectuate such easements; provided, however, that any easement through a unit shall be only according to the plans and specifications for the building in which such unit is located, or as such building is contracted, unless approved in writing by the unit owner. The power of attorney granted by this section shall survive any disability or death of the unit owner and shall be binding on each successive unit owner.

(C) Access to units by Council

The Council shall have a right of access to each unit upon reasonable prior notice and at reasonable hours: (1) to inspect the same for compliance with the provisions of the Condominium documents; (2) for the maintenance, repair, replacement, or improvement of any portion of the common elements (or any portion of the unit which is the responsibility of the Board of Directors), including any pipes, wires, ducts, cables, conduits, and public utility lines located in or adjacent to any unit (3) to prevent damage to the common or limited common elements that serves more than one unit; or any other unit; (4) to abate any violation of law, order, rules, or regulations of any governmental authority having jurisdiction thereof; (5) to abate any violation of any provision of any of the Condominium documents. The Council shall have such other right of access to each unit as may be provided under any other provisions of the Condominium documents. The Council shall be obligated to repair any damage to a unit incurred by reason of exercise of this right of access.

(D) Easements for encroachments

An easement shall exist for any portion of a unit or the common or limited common elements which encroach upon any other unit or the common or limited common elements as a result of (1) the original or future construction of, settling or shifting of any part of a building, or (2) any repair or restoration undertaken by the Board of Directors, or (3) any construction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings. Such easements as provided in this section shall exist so long as the building in which the encroachment exists (or any replacement thereof permitted under any Condominium document) shall stand.

(E) Additional easement

The Board of Directors shall have the right to grant such additional easements burdening the common or limited common elements as are reasonably determined by it to be compatible with the intended uses and future development of the Condominium Project, including, without limitation, additional easements for ingress and egress to and from and over the land.

**ARTICLE IX**  
**Insurance**

The Council shall maintain insurance coverage upon the Condominium Project in accordance with the provisions of this Article:

(A) Authority to purchase: named insured

All insurance policies upon the Condominium Project shall be purchased by the Council. The named insured shall be the Council individually and as agent for the unit owners, without naming them, and as agent for the mortgagees of the unit owners. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide those payments by the insurer for losses shall be made to the Council, and all policies and their endorsements shall be deposited with the Council. Unit owners shall obtain coverage at their own expense for their own units, their own personal property, and other risks.

(B) Coverage

(1) All buildings, common and limited common elements, and other improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost, as determined annually by the Board of Directors on behalf of the Council; provided, however, the Council shall not be required to insure any part of the Condominium Project within the boundaries of individual units except structural columns, walls (excluding the finished surface of the wall), and pipes, conduits, wires, or other installations for the provision of services to the entire building. All personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors on behalf of the Council. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to similar in construction, location, and use as on the land, including, but not limited to vandalism and malicious mischief, earthquake, and plate glass insurance.

(2) Public liability insurance coverage shall be provided in such amounts and with such coverage as shall be required by the Board of Directors and with cross liability endorsement to cover liabilities of the unit owners jointly and severally and of the Council.

(3) Worker's compensation insurance to meet the requirements of Kentucky law.

(4) Such other insurance as the Board of Directors from time to time shall determine is desirable.

(C) Premium

Premiums upon insurance policies purchased by the Council shall be paid by the Council as a common element; provided, however, that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owner or owners of such unit or units shall be required to pay any increase in premium resulting from such use.

(D) Proceeds

Proceeds of all insurance policies owned by the Council shall be received by it, as Trustee for itself, the unit owners and their mortgagees as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided herein or in the Bylaws the proceeds of any insurance received by the Council as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

## ARTICLE IX

### Reconstruction or Repair after Casualty

(A) Determination to reconstruct or repair

If any part of the Condominium Project shall be damaged or destroyed by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common element

If the damaged or destroyed improvement is a common element (other than portions of any of the buildings), the damaged or destroyed shall be reconstructed or repaired.

(2) Buildings

If the damaged or destroyed improvement is one or more of the buildings, such building or buildings also shall be reconstructed or repaired except that, as to each building (if any) as to

which more than two-thirds of such building has been destroyed, such building shall not be reconstructed or repaired if (and only if) (a) all of the unit owners of the damaged or destroyed units in such building shall agree in writing within 30 days after the date of the occurrence of such destruction that they desire that such building not be repaired or reconstructed and request the Secretary of the Council, in writing, to call a special meeting of the unit owners for the purpose of deciding whether such building shall be repaired or reconstructed, and (b) unit owners of units in the entire Condominium Project to which greater than 80% of the common elements are appurtenant shall vote not to repair or reconstruct such building at the meeting of all of the unit owners which shall be duly called by the Secretary of the Council within 10 days after the receipt by the Secretary of the written request from the unit owners of the affected building. In the event the building is not reconstructed or repaired, the unit owners of such building (and their mortgagees) shall be entitled to receive their proportionate share of the insurance proceeds payable as a result of such destruction and the Board of Directors shall cause the Master Deed to be amended to revise the allocation of the common elements amount among the units located in the remaining buildings according to the proportion which the floor area of each such unit bears, respectively, to the sum of the floor area for all of the remaining units.

(B) Manner of reconstruction

The original plans for the Condominium project shall be the property of the Council and shall be kept by the Board of Directors in a fire-proof safe or safe deposit box. Any reconstruction or repair must be substantially in accordance with the original plans, or if not, then according to plans and specifications approved by the Board of Directors and, if the damaged property is all or part of any building, by all mortgagees of units in the damaged or destroyed building(s), and by all of the unit owners of the units in that building.

(C) Responsibility

If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Council.

(D) Estimate of costs

Immediately after a determination is made to rebuild or repair damage to property for which the Council has the responsibility of reconstruction and repair, the Council shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(E) Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction



and repair by the Council, or if, at any time during reconstruction and repair, or upon completion of reconstruction and repair, the proceeds are determined to be insufficient, assessments shall be made against the unit owners in amounts sufficient to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the share in the common elements appurtenant to the unit owned by such unit owner as set forth in Exhibit B of this Master Deed.

(F) Construction funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Council and funds collected by the Council from assessments against unit owners, shall be disbursed in payment of such costs as the Council determines is reasonable.

(1) Unit owner

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Council to the unit owner, or if there is a mortgagee as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they determine.

(2) Surplus

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; provided, however, that the part of the distribution to a beneficial owner that represents assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(G) Eminent domain

Appropriation, taking, injury to or destruction of, or condemnation by eminent domain by federal, state, or local government or any instrumentality thereof of any portion of the Condominium Project, respectively, shall be considered to be included in the terms "damaged and destruction" for purposes of this Article, and the decision whether or not to restore, insofar as is possible, any building of which two-thirds or more is taken, and

the proceeds of the eminent domain taken, respectively, shall be treated in the same manner as is provided in this Master Deed upon the occurrence of damage and destruction to the Condominium Project. The Board of Directors shall give to all holders of first mortgages on units prompt notice of any eminent domain proceedings.

#### **ARTICLE X**

##### **Sale, Lease, and Mortgaging of Units**

**(A) Right to sell or lease units**

The unit owner of each unit shall have the right to sell such unit and the common elements appurtenant thereto. Renting and leasing of any Unit shall be strictly prohibited.

**(B) Grantee to be liable with grantor for unpaid common charges**

In any conveyance of a unit either by voluntary instrument, operation of law, or judicial proceedings in accordance with this Master Deed or Bylaws, the grantee of the unit shall be jointly and severally liable with the former unit owner for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the former unit owner the amounts paid by the grantee therefore. "Grantee" as used in this section shall not include either the holder of an institutional mortgage of record or a purchaser of a unit at a foreclosure sale of an institutional mortgage.

#### **ARTICLE XI**

##### **Obligations of Unit Owners and Remedies upon Default**

**(A) All unit owners subject to Condominium documents which run with the land**

All present or future unit owners, occupants, or any other person that might use the Condominium Project in any manner are subject to the terms and provisions of the Condominium documents, as they may be amended from time to time, and the decisions of the Council acting through the Board of Directors acting, in turn, through its resolutions, the Officers of the Council, and the managing agent. The acceptance of a deed or conveyance, or the entering into occupancy of any unit shall signify that the provisions of the Condominium documents, and the decisions of the Board of Directors are accepted and ratified by such unit owner, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such units as though such provisions were recited and stipulated at length in each and every deed or conveyance or the unit.

**(B) Remedies upon default**

Failure of a unit owner (or other person subject to the Condominium documents) to comply with the provisions of the Condominium documents shall entitle the Council to the following remedies provided by the Horizontal Property Law and by any other provisions of the Condominium documents:

(1) The right to enter any unit or any portion of the Condominium Project upon which, or as to which, such violation or breach exists which requires emergency attention or emergency repairs, and on an emergency basis to abate and remove, at the expense of the defaulting unit owner, including all reasonable attorney's fees, any structure or thing or condition that may exist in violation of the Condominium documents; and the Council, or its employees or agents, shall not thereby be deemed guilty of trespass.

(2) The right to enjoin, abate, or remedy by appropriate legal proceedings, at law or equity, the continuance of any breach, and the unit owner shall be responsible for all costs, including reasonable attorney's fees.

(3) The right of the Board of Directors to levy reasonable fines against the offending unit owner for any violation of this Master Deed, the Bylaws and/or any Rules and Regulations of the Association. Said fines shall be treated in the same manner as assessments, and if not paid, shall become a lien on the unit. The unit owner shall also be responsible for all costs and reasonable attorney's fees associated with the collection of any fine.

(4) The Board of Directors shall have the right to bar the use by a unit owner of any of the common elements and may also prohibit the unit owner from voting at any meeting of the Association.

(C) Cost and attorney fees

The unit owner shall be responsible for all costs and reasonable attorney's fees incurred by the Council, by and through the Board, in enforcing these restrictions, the Bylaws or any rules adopted by the Board. Any unpaid fine shall be collected in the same manner as past due assessments and shall be subject to late fees.

(D) No waiver of rights

The failure of the Council or any unit owner to enforce any covenant, restriction, or other provision of the Horizontal Property Law or the Condominium documents shall not constitute a waiver of the right to do so thereafter.

(E) Rights are cumulative

All rights, remedies, and privileges granted to the Council, the Board of Directors, its designated agent(s), or a unit owner, pursuant to any terms, provisions, covenants, or conditions of the Condominium documents shall be deemed to be cumulative, and the

exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder, under the other Condominium documents, or at law or in equity.

**ARTICLE XII**  
**Amendment to Declaration**

This Master Deed may be modified, altered, amended or added to by an instrument signed and acknowledged by owners representing at least sixty percent (60%) of interest in the common elements which shall be recorded in the Jefferson County Clerk's Office.

**ARTICLE XIII**  
**General**

(A) Severability

The invalidity of any provision of this Master Deed shall not be deemed to impair or effect in any manner the validity, enforceability, or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(B) Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(C) Captions

The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

(D) Gender

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender whenever the context so requires.

IN WITNESS WHEREOF, Holly Pointe Condominium Association, Inc., a Kentucky corporation, passed this Amended and Restated Master Deed by a vote of greater than 50% in interest in the common elements at a duly called meeting of unit owners on OCTOBER 24, 2022.

By: Charlotte A. Goins, President of Holly Pointe  
Condominium Association, Inc.

It is hereby certified by Pat Cline, ~~Secretary~~ for Holly Pointe Condominium Association, Inc., that on the 24th day of October, 2022 a meeting was held and greater than 50% of unit owners with interest in the common elements of the Condominium Project voted in favor of this Amended and Restated Master Deed. That the previously referenced meeting and vote were held in accordance with the governing documents of Holly Pointe Condominium Association, Inc. Further, the Amendment meets all the requirements laid out in Article XIII of the Revised and Restated Master Deed of record in Deed Book 9173, Page 211 in the Office of the Clerk of Jefferson County, Kentucky.

By: PAT CLINE, Secretary of Holly  
Pointe Condominium Association, Inc.

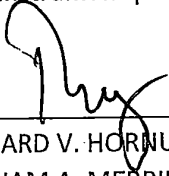
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing Amended and Restated Master Deed was acknowledged before me on November 4, 2022 by Pat Cline as Secretary of Holly Pointe Condominium Association, Inc., a Kentucky corporation.

My Commission Expires: June 14, 2023  
My Notary ID: 622296

\_\_\_\_\_  
Notary Public  
State at Large, Kentucky

This instrument prepared by:

A handwritten signature in black ink, appearing to read 'R. Hornung', is written over a horizontal line.

RICHARD V. HORNUNG  
WILLIAM A. MERRIFIELD  
Hebel & Hornung, P.S.C.  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
(502) 429-9790

**Exhibit A**

**Legal Description of Land**

BEGINNING at a point, said point being the southwest corner of a tract of land conveyed by deed to Irvin B. Ochsner, et al of record in Deed Book 4026, page 538 in the Office of the County Court, Jefferson County, Kentucky; thence North 36 degrees 22 minutes 03 seconds West, 597.35 feet along the east line of Ormsby Lane to a steel pin (set); thence North 12 degrees 54 minutes 04 seconds East, 16.46 feet to a steel pin (set) in the southerly line of New LaGrange Road; thence along said line of New LaGrange Road North 44 degrees 47 minutes 23 seconds East, 125.10 feet and North 49 degrees 31 minutes 55 seconds East, 615.00 feet to a steel pin (set); thence North 55 degrees 14 minutes 35 seconds East, 39.61 feet to a steel pin (set); thence leaving said line of New LaGrange Road South 55 degrees 28 minutes 41 seconds East, 377.65 feet to an iron pipe (found); thence South 34 degrees 41 minutes 06 seconds West, 965.04 feet to an iron pipe (found) at the point of beginning and containing 9.79 acres.

BEING the same property conveyed to Pinnacle Properties, Inc. by deed dated March 1, 1995, of record in Deed Book 6562, Page 230, in the office aforesaid.

## Exhibit B

Unit #	Unit Sq. Ft.	Total Sq. Ft.	% of Interest
1	1229.64	95017.26	1.29%
2	1612.09	95017.26	1.70%
3	1613.27	95017.26	1.70%
4	1611.86	95017.26	1.70%
5	1616.11	95017.26	1.70%
6	1621.86	95017.26	1.71%
7	1230.61	95017.26	1.30%
8	1620.03	95017.26	1.70%
9	1612.02	95017.26	1.70%
10	1238.34	95017.26	1.30%
11	1616.12	95017.26	1.70%
12	1238.44	95017.26	1.30%
13	1613.70	95017.26	1.70%
14	1235.35	95017.26	1.30%
15	1613.41	95017.26	1.70%
16	1243.27	95017.26	1.31%
17	1615.82	95017.26	1.70%
18	1613.96	95017.26	1.70%
19	1229.14	95017.26	1.29%
20	1615.02	95017.26	1.70%
21	1231.30	95017.26	1.30%
22	1623.41	95017.26	1.71%
23	1232.46	95017.26	1.30%
24	1617.42	95017.26	1.70%
25	1226.70	95017.26	1.29%
26	1603.73	95017.26	1.69%
27	1617.50	95017.26	1.70%
28	1618.23	95017.26	1.70%
29	1620.18	95017.26	1.71%
30	1618.64	95017.26	1.70%
31	1618.41	95017.26	1.70%
32	1621.02	95017.26	1.71%
33	1233.88	95017.26	1.30%
34	1617.69	95017.26	1.70%
35	1234.53	95017.26	1.30%
36	1617.44	95017.26	1.70%
37	1627.08	95017.26	1.71%
38	1621.92	95017.26	1.71%
39	1618.43	95017.26	1.70%
40	1625.98	95017.26	1.71%
41	1230.47	95017.26	1.29%
42	1616.01	95017.26	1.70%



43	1225.39	95017.26	1.29%
44	1613.63	95017.26	1.70%
45	1241.00	95017.26	1.31%
46	1610.42	95017.26	1.69%
47	1236.25	95017.26	1.30%
48	1616.67	95017.26	1.70%
49	1623.18	95017.26	1.71%
50	1621.86	95017.26	1.71%
51	1287.74	95017.26	1.36%
52	1560.53	95017.26	1.64%
53	1235.07	95017.26	1.30%
54	1618.13	95017.26	1.70%
55	1599.76	95017.26	1.68%
56	1619.67	95017.26	1.70%
57	1612.61	95017.26	1.70%
58	1231.68	95017.26	1.30%
59	1228.48	95017.26	1.29%
60	1615.56	95017.26	1.70%
61	1232.00	95017.26	1.30%
62	1613.69	95017.26	1.70%
63	1610.96	95017.26	1.70%
64	1230.49	95017.26	1.30%

Totals:	95017.26		100.00%
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