

**AMENDED AND RESTATED MASTER DEED FOR  
ANDERSON PARK CONDOMINIUMS**

THIS AMENDED AND RESTATED MASTER DEED, made and entered into on the date indicated below by a vote of the requisite unit owners, pursuant to the requirements contained within the original Master Deed, and as amended, of record in Deed Book 8963 Page 784 in the Office of the County Clerk of Jefferson County, Kentucky.

WHEREAS the original MASTER DEED (the "Master Deed") was prepared at the direction of and caused to be recorded by JDK PROPERTIES OF KENTUCKY, LLC a limited liability company (hereinafter referred to as the "Declarant"), having an office at 225 South Hurstbourne Parkway, Louisville, KY 40222. Declarant relinquished control of the condominium regime to the Anderson Park Council of Co-Owners, Inc. (hereinafter the "Council"), on or about November, 2013.

WHEREAS, this Amended and Restated Master Deed (hereinafter Amended and Restated Master Deed) has been adopted by the Council acting through its Board of Directors to govern the operation of, and the affairs of the condominium association pursuant to the provisions Horizontal Property Law of the Commonwealth of Kentucky and the applicable provisions of Kentucky Condominium Act that govern condominiums that were in existence prior to January 1, 2011, KRS 381.805 to 381.9207, as amended, for ownership of condominiums in the property known as Anderson Park Condominiums, located in Louisville; Jefferson County, Kentucky.

**WITNESSETH:**

WHEREAS, Declarant was the owner in fee simple of the land (the "land") described on the originally filed condominium plat and as described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Declarant 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, KRS 381.805 to KRS 381.910 (the "Horizontal Property Law "):

NOW, THEREFORE, the Council hereby further submits said property to the applicable provisions of the Horizontal Property Law and the applicable provisions of the Kentucky Condominium Act (hereinafter "Ky Condo Act") that govern condominiums that were in existence prior to January 1, 2011 and declares that said property is a condominium project (hereinafter referred to as the "condominium project") as defined in and pursuant to said Horizontal Property Law and Ky Condo Act, and pursuant to the following provisions:

## 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:

44                 (A) "Articles of Incorporation" mean the articles of incorporation of the council, a  
45 nonstock, nonprofit corporation, which shall govern and control the affairs and  
46 administration of the condominium project.

47                 (B) "Board of Directors" means the board of directors of the council who shall be  
48 elected and serve and shall have the powers and duties provided herein and in the articles of  
49 incorporation and the bylaws and the rules and regulations.

50                 (C) "Buildings" mean, collectively, the fourteen (14) condominium buildings, the eight  
51 (8) garage unit buildings, and the one (1) entrance building on the land, and possibly additional  
52 adjoining land, containing all of the units in the condominium project. The location of the buildings  
53 on the land and the area of each of the buildings are as set forth on the plans.

54                 (D) "Bylaws" mean the bylaws of the council, initially approved and adopted by the  
55 board of directors and as amended from time to time, which shall govern and control, in  
56 part, the affairs and administration of the condominium project.

57                 (E) "Common elements" mean all of the property, except the units, including, without  
58 limitation, the outside walls and roofs of the buildings, the foundations and structural members of  
59 the buildings and all columns, girders, beams, and supports, the land and improvement on the  
60 property (including the land under the units), all utility or other pipes and material located outside  
61 of the units, except such as are part of the units, all central installations for the furnishing of utilities  
62 and other services to the units, all driveways (this excludes buildings with attached garages), roadways,  
63 grass areas, and sidewalks, all recreational facilities available in whole or in part for use by the unit  
64 owners.

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

67                 (G) "Council" means Anderson Park Council of Co-Owners, Inc., a Kentucky nonstock,  
68 nonprofit corporation, the members of which shall be each an owner of record of a unit in the  
69 condominium project.

70                 (H) "Anderson Park" means the name by which the condominium project will be  
71 known.

72                 (I) "General common elements" means all of the common elements except for any  
73 limited common elements as more fully described in Article III below.

74                 (J) "Limited common elements" mean and include those common elements (if any)  
75 designated by this Master Deed to be reserved for the exclusive use of a particular unit or  
76 combination of units as more fully described in Article IV below.

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

79                 (L) "Plans" mean the plans and specifications for the condominium project, including  
80 the floor plans for the buildings dated December 29, 2006, prepared by Land Design &  
81 Development, Inc., showing the layout location, unit numbers and dimensions of the units, and  
82 recorded in Condominium Book 118, Pages 29 and 30, in the Office of the Clerk aforesaid; as

83 amended by plans and specifications for the condominium project dated April 3, 2007 and  
84 recorded in Condominium Book 119, Pages 25 and 26, in the Office of the Clerk aforesaid; as  
85 amended by plans and specifications for the condominium project dated May 10, 2007 and  
86 recorded in Condominium Book 119, Pages 72 & 73, in the Office of the Clerk aforesaid; as  
87 amended by plans and specifications for the condominium project dated May 15, 2007 and  
88 recorded in Condominium Book 119, Pages 74 & 75, in the Office aforesaid; as amended by plans  
89 and specifications for the condominium project dated June 12, 2007 and recorded in Condominium  
90 Book 120, Pages 42 & 43, in the Office aforesaid; as amended by plans and specifications for the  
91 condominium project dated June 25, 2007 and recorded in Condominium Book 120, Pages 67 &  
92 68, in the Office aforesaid; as amended by plans and specifications for the condominium project  
93 dated August 10, 2007 and recorded in Condominium Book 121, Pages 49 & 50, in the Office  
94 aforesaid; as amended by plans and specifications for the condominium project dated November  
95 29, 2007 and recorded in Condominium Book 122, Pages 82 & 83, in the Office aforesaid; as  
96 amended by plans and specifications for the condominium project dated December 18, 2007 and  
97 recorded in Condominium Book 123, Pages 3 and 4, in the Office aforesaid; as amended by plans  
98 and specifications for the condominium project dated August 19, 2008 and recorded in  
99 Condominium Book 125, Pages 39 & 40, in the Office aforesaid; as amended by plans and  
100 specifications for the condominium project dated September 14, 2009 and recorded in  
101 Condominium Book 127, Pages 51 and 52, in the Office aforesaid; as amended by plans and  
102 specifications for the condominium project dated July 26, 2010 and recorded in Condominium  
103 Book 128, Pages 87 and 88, in the Office aforesaid; as amended by plans and specifications for the  
104 condominium project dated October 5, 2012 and recorded in Condominium Book 130, Pages 46  
105 and 47, in the Office aforesaid; as amended by plans and specifications for the condominium  
106 project dated April 19, 2013 and recorded in Condominium Book 130, Pages 79 and 80, in the  
107 Office aforesaid; as amended by plans and specifications for the condominium project dated June  
108 4, 2013 and recorded in Condominium Book 130, Pages 93 and 94, in the Office aforesaid; as  
109 amended by plans and specifications for the condominium project dated June 12, 2013 and  
110 recorded in Condominium Book 130, Pages 99 and 100, in the Office aforesaid; as amended by  
111 plans and specifications for the condominium project dated September 26, 2013 and recorded in  
112 Condominium Book 131, Pages 14 and 15, in the Office aforesaid.

113 (M) "Rules and Regulations" mean the rules and regulations promulgated and amended from  
114 time to time by the board of directors. The Rules and Regulations shall govern, in part, the use and  
115 occupancy of the units.

116 (N) "Unit" means an enclosed space (KRS 381.810(1)) within the buildings measured  
117 from the interior of the wall studs, the bottom of the ceiling joists, and from the top of the concrete  
118 slab. Anderson Park shall include "Residential Units" and "Garage Units," which may collectively  
119 be referred to as "units."

120 Each unit shall include the doors, windows, screens, vents, and other structural elements  
121 as ordinarily are regarded as enclosures of space, and any drywall, wallpaper, paint, carpet, tile, and  
122 all other decorating or finishing materials affixed or installed as part of the physical structure of  
123 the unit, and all closets, cabinets, storage areas, and visible fixtures, mechanical systems, and  
124 equipment installed in and for the sole and exclusive use of an individual unit; provided, however,  
125 that neither pipes, wires, conduits, or other public utility lines or installations constituting part of the  
126 overall systems designed for the general service of an entire building, nor property of any kind  
127 which is not removable without jeopardizing the soundness and safety of the remainder of an entire  
128 building, shall be deemed to be included within any unit. "Entire building," as used in the  
129 preceding sentence, shall include any other unit and any common element, whether general or  
130 limited.

131                   (0) "Unit owner" means any person having record title to a unit.

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133

## ARTICLE II

### Units

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

135                   Subject to the provisions of Article XIII herein, there shall be up to seventy-seven (77)  
136 Residential Units and twenty-four (28) Garage Units within the condominium project. All seventy-  
137 seven (77) Residential Units and twenty-four (28) Garage Units have been built and for the purpose of  
138 identification, each unit has been assigned a number as indicated on Exhibit "B" attached hereto and  
139 made a part hereof. No unit bears the same identification number as any other unit. The plans set forth  
140 the layout, location within the applicable building, unit number designation, and dimensions of each  
141 unit.

142                   (B) Ownership of the units

143                   Each unit owner shall obtain fee simple ownership of the unit acquired, the appurtenant  
144 undivided interest of the general common elements, and, if applicant, any limited common elements  
145 appurtenant to the unit. Each unit owner shall be a member of the Council. The form of ownership  
146 of a unit may be individual, corporate, in partnership, joint with right of survivorship, a tenancy in  
147 common, a tenancy by the entireties, or (subject to the other provisions of the condominium  
148 documents) any other estate in real property recognized by law and which may be conveyed and  
149 encumbered. All deeds to each unit shall describe such unit by reference to this Master Deed, the  
150 plans, and the identifying number of the unit followed by the words "a condominium unit." No unit  
151 shall be subdivided or combined, and no action for partition of a unit shall lie, except in the manner  
152 provided in the Horizontal Property Law and the Ky Condo Act and upon the prior written  
153 approval of the holder(s) of any mortgage(s) on such unit and approved by a majority vote of the  
154 Council.. Any conveyance of a unit shall be deemed also to convey the undivided interest of the  
155 unit owner in the general common elements and any limited common elements appurtenant to the  
156 unit, whether or not the instrument evidencing such conveyance expressly shall so state. Each  
157 residential Unit must be owner occupied and no Unit may be leased or rented. Garage units shall  
158 only be owned by residential unit owners.

159

160                   (C) Taxation of units

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

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170

## ARTICLE III

### Common Elements

171                   (A) General common elements

172                   The general common elements of the condominium project include the land and all other  
173 areas, and all structures and improvements, within the boundaries of the condominium project not  
174 included within the units and limited common elements. The general common elements include,

175 but are not necessarily limited to, the land, the foundations, structural columns, walls and ceilings  
176 (excluding drywall which is always part of the units) and roofs (other than the interior decorated  
177 surfaces thereof located within the boundaries of individual units) of the buildings; the gardens,  
178 outside walks, and outside driveways, breezeways, automobile parking spaces (other than those  
179 designated as limited common elements pursuant to the article of this Master Deed entitled  
180 "Limited Common Elements"), outside retaining walls and landscaping on the common elements,  
181 any recreational facilities located on the land, and compartments or installations of central services  
182 such as pipes, ducts, electrical wiring and conduits, and public utility lines.

183                   (B) Interest in common elements

184                  Each unit shall have appurtenant to it that percentage interest in the common elements  
185 which the floor area of the unit bears to the sum of the floor area for all units (which percentage  
186 interest is set forth on Exhibit A attached and made a part of this Master Deed), and each unit  
187 owner shall bear the same percentage of the common expense of the condominium project.

188                  The undivided interest in the common elements shall not be separated from the unit to  
189 which it appertains and shall be deemed conveyed or encumbered with the unit even though such  
190 interest is not expressly mentioned or described in the instrument of such conveyance.

191                   (C) Common elements to remain undivided

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

194                   (D) Adjustments in percentage of ownership

195                  Except as provided in Article XIII of this Master Deed and as otherwise may be expressly  
196 provided herein, the percentages of ownership in the common elements set forth in Exhibit B  
197 attached to this Master Deed shall remain constant regardless of the purchase price paid for any  
198 unit at any time. Except as provided in Article XIII of this Master Deed and as otherwise may be  
199 expressly provided herein, no adjustment in percentages of ownership shall be made without the  
200 prior written approval of all unit owners, and all holders of record of first mortgages on all units  
201 in the condominium project for which the percentages of ownership are being adjusted.

202                   (E) Use of common elements

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

212                   (F) Maintenance of common elements

213                  The maintenance and operation, including landscaping, gardening, snow removal, cleaning,  
214 painting and all other repair, of the common elements, shall be the responsibility and expense of the  
215 Council, unless and except as otherwise expressly provided in the condominium documents, and

216 the Board of Directors of the Council, pursuant to authority found at Article VII of this Master  
217 Deed, shall have the authority to make all decisions of the Council as respects repairs and  
218 maintenance and the costs incurred pursuant thereto.

219 (G) Alteration and improvement of common elements

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

228 **ARTICLE IV**  
229 **Limited Common Elements**

230 (A) Limited common elements

231 The limited common elements of the condominium project are areas that are reserved for  
232 the use of unit owners of a certain unit or units to the exclusion of the unit owners and/or occupants  
233 of other units. The limited common elements of the condominium project include any attics,  
234 patios, decks or screened porches adjacent to or associated with a particular unit and intended for  
235 use exclusively by occupants of that particular unit, and shall also include automobile parking  
236 garages and storage areas designated as being intended for the exclusive use of a unit or units  
237 pursuant to the plans.

238  
239 (B) Limited common elements to remain undivided

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

243 (C) Parking spaces

244 Any parking spaces not a part of a unit and not expressly designated on the plans as being  
245 appurtenant to any unit as a limited common element shall remain general common elements and  
246 shall be available for use primarily by all unit owners without reservation or restriction, other than any  
247 reasonable restrictions imposed by the Board of Directors and applicable to all unit owners. Visitor  
248 parking is marked and should be used by guests.

249 **ARTICLE V**  
250 **Maintenance and Repair of Units and Common Elements**

251 (A) Council of the Co-Owners responsibilities

252 It shall be the responsibility of the Council of Co-Owners to maintain, repair, or replace:

253 (1) The buildings (except to the extent of the units comprising a part of the same),  
254 including the roofs, and the grounds and parking lots,

262 (4) All common elements not heretofore mentioned, including but not limited  
263 to security cameras and equipment installed by the Council.

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

## 266 (B) Unit Owner Responsibilities

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

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

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

(C) 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 general common elements or limited common elements, if such maintenance, repair, or replacement is

295 rendered necessary by any negligent act or omission of the unit owner, or any member of the  
296 family, or guests, employees, or agents of such unit owner. If any unit owner fails to undertake  
297 any such maintenance, repair, or replacement within 10 days after the Board of Directors notifies  
298 such unit owner in writing that the Board of Directors has determined that such maintenance,  
299 repair, or replacement is the responsibility of such unit owner under this section, the Board of  
300 Directors may undertake such maintenance, repair, or replacement, and the cost thereof shall be a  
301 lien on the unit owned by such unit owner until paid by the unit owner, and such lien shall be  
302 subject to the same remedies as are provided in this Master Deed for nonpayment by a unit owner  
303 of common charges and assessments.

304 (D) Alteration or improvements of units and common elements.

305 No alteration or improvement to any common element, limited common element, or to the  
306 unit that would alter or affect the common elements, limited common elements or any other unit  
307 may be made by any unit owner other than the Anderson Park Council of Co-Owners, Inc. without  
308 the prior written consent of the Board of Directors. This includes any change to any exterior colors  
309 or building materials, and changes to any patio, deck or screened porch adjacent to or associated  
310 with a particular unit. No application shall be filed by any unit owner other than the Anderson Park  
311 Council of Co-Owners with any governmental authority for a permit covering an addition,  
312 alteration, or improvement to be made in a unit that alters or affects the common elements,  
313 limited common elements or other units, unless approved in writing and executed by the Board  
314 of Directors. Such approval and execution shall not evidence any consent to any liability on the  
315 part of the Board of Directors, or any individual member of the Board of Directors, to any  
316 contractor, subcontractor, materialman, architect, or engineer by reason of such addition,  
317 alteration, or improvement or to any person having any claim for injury to person or damage to  
318 property arising therefrom. Consent shall be requested in writing through the manager or  
319 managing agent, if any, or through the president or secretary of the Council if no manager or  
320 management agent is employed. The Board of Directors shall have the obligation to answer within  
321 30 days. The Board of Directors may require that the unit owner making such improvement,  
322 alteration, or addition obtain such insurance coverage and in such amounts as the Board of  
323 Directors deems proper. If an alteration or improvement is done without the written approval of the  
324 Board of Directors then the unit owner shall be responsible for all expenses, costs and reasonable  
325 attorney's fees incurred by the Council in enforcing this provision against the unit owner. The  
326 expenses, costs and legal fees shall be a lien against the unit and may be enforced in the same  
327 manner as a lien for unpaid assessments.

328 **ARTICLE VI**  
329 Assessments

330 The making and collection of assessments against unit owners for common expenses of the  
331 condominium project, including, but not limited to, maintenance and repair of, insurance charges,  
332 and any violation assessments and utility expenses related to, the common elements, shall be pursuant  
333 to the bylaws and subject to the following provisions:

334 (A) Share of common expense

335 Each unit owner shall be personally liable for the proportionate share of the common  
336 expenses and shall share in the common surplus (after due allowance for the retention of any  
337 reserve to cover future common expenses), such shares being the same as the unit owner's  
338 undivided share in the common elements as set forth in Exhibit B to this Master Deed. No unit  
339 owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment

340 of the common elements or by abandonment of the unit owned by such unit owner or by claiming  
341 that the quantity or quality of services does not warrant such payment or is not as contemplated by  
342 such unit owner as of the time of purchase; provided, however, the Board of Directors may, but is  
343 not required to, abate or reduce a unit owner's contribution for a reasonable period of time during  
344 which the unit owned by such unit owner is uninhabitable as the result of damage or destruction.  
345 The Board of Directors may also adjust each unit's share of common expenses taking into  
346 consideration the impact of units on the common elements, and access to limited common  
347 elements.

348 (B) Interest; application of payments

349 Assessments and installments on such assessments paid on or before 15 days after the day  
350 when due shall not bear interest, but all sums not paid on or before 15 days after the date when due,  
351 including any sums due as a result of acceleration of unpaid assessments as may be provided in the  
352 Bylaws, and all unpaid fines, shall bear interest from the date when due until paid at a rate  
353 determined by the Board of Directors not exceeding eighteen percent (18%) per year. All  
354 payments upon account shall be first applied to attorney fees and costs, then to interest and then to  
355 the assessment payment first due.

356 (C) Lien for assessments

357 Except as provided in Article VI(E) of this Master Deed, any unpaid common expenses  
358 assessed or violations assessments filed against a unit owner shall constitute a lien against the  
359 unit owned by such unit owner and against such unit owner's interest in the condominium project  
360 prior to all other liens except the lien of a first mortgage on the unit and tax or assessment liens on  
361 the unit by the taxing subdivision of any governmental authority, including but not limited to  
362 state, county, city, and school district taxing agencies.

363 The lien created by this section shall be deemed to be incorporated by reference in and  
364 reserved by each deed or other instrument conveying any interest in a unit whether or not such deed  
365 or instrument by its express terms refers to said lien. In addition to any other remedies or liens  
366 provided by law, if any unit owner is in default in the payment of any common expenses assessed to  
367 such unit owner for 30 days, including any sums due as a result of acceleration of unpaid  
368 assessments as may be provided in any of the condominium documents, the Council may bring suit  
369 for and on behalf of itself and as representative of all unit owners to enforce collection of the  
370 assessment and all costs of collection thereof, including reasonable attorney fees, and to foreclose  
371 the aforesaid lien in accordance with the laws of the Commonwealth of Kentucky, in like manner  
372 as a mortgage on real property. The lien for unpaid assessments shall also secure legal interest and  
373 reasonable attorney fees incurred by the Council incident to the collection of such assessment or  
374 enforcement of such lien. In the event the proceeds of the foreclosure sale are not sufficient to pay  
375 such unpaid common charges, the unpaid balance shall be charged to all unit owners as a common  
376 expense.

377 (D) Transfer of units

378 A unit owner shall not be liable for any common expenses accruing after the sale of his unit  
379 and the recording of a deed to the purchaser. The purchaser of a unit subject to any lien arising  
380 under this Master Deed prior to the date of purchase and the recording of the deed shall take title to  
381 the unit subject to the lien; provided, however, that, at the request of any unit owner or a  
382 prospective purchaser of the unit, the Board of Directors shall provide a statement disclosing  
383 whether the unit owner is then in default under any of the obligations hereunder and whether and in  
384 what amount a lien exists against the unit owned by the unit owner under the section hereof entitled

385 "Lien for Assessments," which statement shall be conclusive as to the facts stated therein as against  
386 the Council and the other unit owners and may be relied upon by a prospective purchaser or  
387 mortgagee or assignee of any mortgagee upon the unit of such unit owner.

388 (E) Limitation on mortgage liabilities

389 Where the mortgagee of a first mortgage of record or the purchaser or purchasers of a unit  
390 obtain title to the unit as a result of foreclosure of a first mortgage, said mortgagee or purchaser shall  
391 not be liable for the shares of common expenses or assessments by the Council pertaining to such  
392 unit or chargeable to a former unit owner of such unit which became due prior to acquisition of  
393 title by said mortgagee or purchaser as a result of the foreclosure. All outstanding assessments or  
394 debt obligations to the condominium community must be paid in full prior to the transfer or sale of  
395 the unit. Rental pending foreclosure

396 (F) Rental Pending Foreclosure

397 In any foreclosure of a lien for assessments, the unit owner of the unit subject to the lien  
398 shall be required to pay a reasonable rental for the unit, and the Council shall be entitled to the  
399 appointment of a receiver to collect the same.

400 **ARTICLE VII**  
401 **Council of Co-owners**

402 (A) Council manages condominium project

403 The management and operation of the condominium project shall be the responsibility of  
404 the Council, acting through the Board of Directors and the elected officers thereof, and the Council  
405 shall fulfill its functions pursuant to the provision of the condominium documents.

406 (B) Bylaws

407 The Bylaws adopted by the Council from time to time shall be the Bylaws of the  
408 condominium project.

409 (C) Rules and regulations

410 Each unit owner's ownership and use of the unit(s) owned by such unit owner shall be  
411 subject to the Rules and Regulations promulgated and amended by the Board of Directors from  
412 time to time, applicable to all unit owners. A copy of the Rules and Regulations, including any  
413 amendments thereto, shall be furnished by the Council to all unit owners and residents of the  
414 condominium project upon request.

415 (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

426 The members of the Board of Directors shall be elected and serve and shall have the duties  
427 and powers as provided in the condominium documents. The Board of Directors shall have the right  
428 to delegate its duties to a managing agent. The Board of Directors shall be the final arbiter of any  
429 dispute concerning the operation of the condominium project and the interpretation and effect of  
430 the condominium documents

(F) Approval or disapproval of matters

432  
433        Whenever the decision of a unit owner is required upon any matter, whether or not the  
434 subject of a Council meeting, such decision shall be expressed by the same person who would cast  
435 the vote of such unit owner if in a Council meeting, unless joinder of all unit owners of record is  
436 specifically required by the applicable provision of the condominium documents.

## ARTICLE VIII Easements

(A) Existing easements

Easements are hereby declared and granted by each unit owner in favor of each other unit owner, and reserved by Declarant and Anderson Park Council of Co-Owners, Inc., 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 buildings and the 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 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 elements, service such other units and located in such unit. Easement are further declared and granted and reserved for ingress and egress for pedestrian traffic over, though, and across sidewalks, paths, walks, and lanes as are now and from time to time may exist upon the 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 the Declarant and Anderson Park Council of Co-Owners, Inc., unit owners, and any other person having any interest in the condominium project, but shall be

458 subject to and limited by the provisions of the condominium documents. The deed of conveyance  
459 of any unit, or any mortgage or trust deed or other evidence of obligation, shall be subject to the  
460 easements and rights described in this Master Deed, and reference to this Master Deed shall be  
461 sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and  
462 trustees of such units as fully and completely as if such easements and rights had been recited fully  
463 and set forth in their entirety in such documents.

464                   (B) Future easements

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

477                   (C) Access to units by Council

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

489                   (D) Declarant's easement for completion of units

490                  Declarant reserves the right for the purpose of completing the development of the  
491 condominium project, including the buildings and units, to have access to the common elements  
492 and (but only to the extent reasonably necessary and only upon reasonable prior notice to the  
493 applicable unit owner and at reasonable hours) to any units presently existing, for the ingress and  
494 egress of itself and its subcontractors, materialmen, and suppliers for the purpose of constructing,  
495 installing, maintaining, and repairing equipment and fixtures pursuant to such development, and for  
496 other activities reasonably necessary in connection with such development, including the right to  
497 use the roadways and to park in those parking spaces which are not united to common elements at  
498 the condominium project. Declarant agrees to repair any damage that may be caused to the building  
499 or to any unit resulting from the actions of Declarant permitted by this section promptly after  
500 Declarant is notified that such damage has occurred.

(E) Easements for encroachments

An easement shall exist for any portion of a unit or the common elements which encroaches upon any other unit or the 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.

(F) Additional easement

The Board of Directors shall have the right to grant such additional easements burdening the 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 that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Each unit owner shall obtain insurance coverage at his or her own expense upon the Unit, the Unit's furnishings, appliances and the unit owner's personal property.; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, or in another unit in the project or upon the common areas, resulting, from the negligence of the insured unit owner, in such amounts as shall from time to time be determined by the Board of Directors. The unit owner shall provide proof of the aforementioned insurance to the Board of Directors on an annual basis.

### (B) Coverage

(l) All buildings, 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 costs, 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, load-

540 bearing walls and pipes, conduits, wires, or other installations for the provision of services to the  
541 entire buildings. All personal property included in the common elements shall be insured for its  
542 value, as determined annually by the Board of Directors on behalf of the Council. Such coverage  
543 shall afford protection against:

- 544                   (a) Loss or damage by fire and other hazards covered by a standard extended  
545                   coverage endorsement, and
- 546                   (b) Such other risks as from time to time shall be customarily covered with respect  
547                   to buildings similar in construction, location, and use as the buildings on the  
548                   land, including, but not limited to, vandalism and malicious mischief,  
549                   earthquake, and plate glass insurance.

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

553                   (3) Workers' compensation insurance a minimum of one million dollars or higher  
554                   if needed to meet the requirements of Kentucky law.

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

557                   (C) Premiums

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

562                   (D) Insurance trustee

563                   All insurance policies purchased by the Council shall be for the benefit of the Council and  
564                   the unit owners and mortgagees of the units as their interests may appear, and shall provide that all  
565                   proceeds covering property losses shall be paid to the Council, as trustee, or to a bank in Kentucky  
566                   with trust powers as may be designated as insurance trustee by the Board of Directors, which trustee  
567                   is referred to in this instrument as the "insurance trustee." Payment of premiums, renewal and  
568                   sufficiency of policies, settlement of claims with insurers, and collection of insurance proceeds  
569                   shall be the responsibility of the Board of Directors, and the sole duty of the insurance trustee shall  
570                   be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere  
571                   stated in this Article.

572                   (E) Shares of the proceeds; mortgagees

573                   The insurance trustee shall hold all insurance proceeds covering property losses in shares,  
574                   which shares need not be set forth on the records of the insurance trustee, as follows: each unit  
575                   owner shall have an undivided share in such proceeds, such share being the same as the undivided  
576                   share in the common elements appurtenant to the unit(s) owned by such unit owner as set forth in

577      Exhibit B to this Amended and Restated Master Deed. In the event a mortgagee endorsement has  
578      been issued with respect to a unit, the share of the unit owner shall be held in trust for the  
579      mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee  
580      shall have any right to apply or have applied to the reduction of a mortgage debt any insurance  
581      proceeds which, pursuant to the provisions of this Article, are to be held by the insurance trustee,  
582      except distributions of such proceeds made pursuant to this Article.

583                 (F) Distribution of proceeds

584      Proceeds of insurance policies received by the insurance trustee shall be distributed to or for  
585      the benefit of the beneficial owners in the following manner:

586                 (1) Reconstruction or repair

587      If the damage for which the proceeds are paid is to be repaired or reconstructed  
588      substantially in accordance with the original plans for the buildings, the remaining proceeds shall be  
589      paid to defray the cost of such as provided in Article IX of this Master Deed. Any proceeds  
590      remaining after defraying such costs shall be distributed to the beneficial owners, remittances to  
591      unit owners and their mortgagees being payable jointly to them. All mortgages and other liens  
592      existing against any unit(s) at the time of damage shall attach to such repaired or reconstructed  
593      unit(s) in the same priority as existed prior to such damage. All such repaired or reconstructed units  
594      shall bear the same unit numbers as those of the original units and shall retain the same percentage  
595      of ownership in the common elements as those of the original units (subject to "as built" adjustment  
596      as may be required by statute. If the damage for which the proceeds are paid is not to be repaired or  
597      reconstruct in accordance with the original plans for the buildings as permitted by Article IX of the  
598      Master Deed, the mortgagees of units in that building may demand that the remaining proceeds be  
599      applied to reduction of the mortgage debt on such units up to the total amount of the mortgage debt  
600      then due. Any proceeds remaining after such application to reduction of the mortgage debt shall be  
601      paid to defray the costs of repair and reconstruction as provided in the Article of this Master Deed  
602      entitled "Reconstruction or Repair after Casualty." This section is a covenant for the benefit of any  
603      mortgagee of a unit and may be enforced by such mortgagee. No provision of this document  
604      gives a unit owner or any other party priority over any rights of the first mortgagee of the Unit  
605      pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or  
606      condemnation awards for losses to or a taking of Units and/or common elements.

607                 (2) Failure to reconstruct or repair

608      If it is determined in the manner provided in Article X of this Master Deed that the  
609      damage for which the proceeds are paid shall not be reconstructed or repaired, the net proceeds  
610      remaining after all mortgages on the damaged or destroyed buildings have been paid shall be  
611      distributed in the manner determined by all of the unit owners at the special meeting of the Council  
612      provided by Article X(A), provided that such distribution complies with the applicable provisions  
613      of the Horizontal Property Law and the Ky Condo Act as amended.

614                 (3) Certificate

615      In making distribution to unit owners and/or the mortgagees of the units, the  
616      insurance trustee may rely upon a certificate of the Council made by its president and secretary as to  
617      the names of the unit owners and their respective shares of the distribution, and the insurance

618 trustee shall have no liability to the Council or to any unit owner for any distribution made in  
619 reliance upon such a certificate,

620 (G) Council as agent

621 The Council is irrevocably appointed for each unit owner and for each holder of a mortgage  
622 or other lien upon a unit and for each owner of any other interest in the condominium project to  
623 adjust all claims arising under insurance policies purchased by the Council and to execute and  
624 deliver releases upon the payment of claims.

625 (H) Condemnation or Substantial Loss

626 Except as provided by statute, in case of condemnation or substantial loss to the units and/or  
627 common elements of the Condominium Project, unless at least two-thirds of the first mortgagees  
628 (based on one vote for each first mortgage owned) or owners (other than the sponsor, developer or  
629 builder) of the individual condominium units have given their prior written approval, the Council  
630 may not:

- 631 1. By act or omission seek to abandon or terminate the condominium project;
- 632 2. Change the pro-rata interest or obligations of any unit in order to levy assessments  
633 or charges, allocate distribution of hazard insurance proceeds or condemnation  
634 awards or determine the pro-rata share of ownership of each unit in the common  
635 elements;
- 636 3. Partition or subdivide any unit; or
- 637 4. Seek to abandon, partition, subdivide, encumber, sell or transfer the common  
638 elements by act or omission.

639 **ARTICLE X**  
640 **Reconstruction or Repair after Casualty**

641 (A) Determination to reconstruct to repair

642 If any part of the condominium project shall be damaged or destroyed by casualty, whether  
643 or not it shall be reconstructed or repaired shall be determined in the following manner:

644 (1) Common element

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

647 (2) Buildings

648 If the damaged or destroyed improvements is one or more of the buildings, such  
649 building or buildings also shall be reconstructed or repaired except that, as to each building (if any)  
650 as to which more than two-thirds of such building has been destroyed, such building shall not be  
651 reconstructed or repaired if (and only if) (a) all of the unit owners of units in such building shall  
652 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

660 repaired, the unit owners of such building (and their mortgagees) shall be entitled to receive their  
661 proportionate share of the insurance proceeds payable as a result of such destruction, and the Board  
662 of Directors shall cause the Master Deed to be amended to revise the allocation of the common  
663 elements among the units located in the remaining buildings according to the proportion which the  
664 floor area of each such unit bears, respectively, to the sum of the floor area for all of remaining  
665 units.

### (3) Certificate

667 The insurance trustee may rely upon a certificate of the Council made by its  
668 president and secretary to determine whether or not the damage or destroyed property is to be  
669 reconstructed or repaired.

#### (B) Manner of reconstruction

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 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

691 common elements shall be in proportion to the share in the common elements appurtenant to the  
692 unit owned by such unit owner as set forth in Exhibit B to this Amended and Restated Master Deed.  
693

r")

694 (F) Construction funds

695 The funds for payment of costs of reconstruction and repair after casualty, which shall  
696 consist of proceeds of insurance held by the insurance trustee and funds collected by the Council  
697 from assessments against unit owners, shall be disbursed in payment of such costs in the following  
698 manner:

699 (1) Council

700 If the total of assessments made by the Council in order to provide funds for  
701 payments of costs of reconstruction and repair that is the responsibility of the Council is more than  
702 \$10,000.00, then the sums paid upon such assessments shall be deposited by the Council with the  
703 insurance trustee. In all other cases the Council shall hold the sums paid upon such assessments  
704 and disburse them in payment of the costs of reconstruction and repair.

705 (2) Insurance trustee; construction fund

706 The proceeds of insurance collected on account of a casualty, and the sums  
707 deposited with the insurance trustee by the Council from the collections of assessments against unit  
708 owners on account of such casualty, shall constitute a construction fund which shall be disbursed in  
709 payment of the costs of reconstruction and repair in the following manner and order:

710 (a) Council--lesser damage

711 If the amount of the estimated cost of the reconstruction and repair that is  
712 the responsibility of the Council is less than \$10,000.00, then the construction fund shall be  
713 disbursed in payment of such costs upon the order of the Council; provided, however, that,  
714 upon request to the insurance trustee by a mortgagee that is a beneficiary of an insurance  
715 policy the proceeds of which are included in the construction fund, such fund shall be  
716 disbursed in the manner provided for the reconstruction and repair of major damage.

717 (b) Council--major damage

718 If the amount of the estimated costs of reconstruction and repair that is the  
719 responsibility of the Council is more than \$10,000.00, then the construction fund shall be  
720 disbursed in payment of such costs in the manner required by the Board of Directors and  
721 upon approval of an architect licensed to practice in Kentucky and employed by the Council  
722 to supervise the work.

723 (c) Unit owner

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

729

(d) Surplus

730

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.

737

(e) Certificate

738

Any provisions of this Master Deed to the contrary notwithstanding, the insurance trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the Council with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Council or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount paid. Instead, the insurance trustee may rely upon a certificate of the Council made by its president and secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Council, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Council shall be first obtained by the Council upon disbursements in payment of costs of reconstruction and repair.

753

(G) Eminent domain

754

Appropriation, taking, injury to or destruction of or condemnation by eminent domain be 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 "damage 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 taking, 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, and the distribution of the proceeds of any eminent domain proceeding shall be subject to the provisions of Article IX(F) with respect to the rights of the holders of mortgages on units.

## ARTICLE XI

### Sale, Lease, and Mortgaging of Units

- (A) Leasing or renting of any Unit shall be strictly prohibited.
- (B) Right to sell units

The unit owner of each unit shall have the right to sell such unit and the common elements appurtenant thereto. 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 therefor. "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 XII

### Obligations of Unit Owners and Remedies upon Default

- (A) All unit owner subject to condominium documents which run with the land

All present or future unit owners, 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 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.

- (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, any provided by applicable provisions of the Horizontal Property Law, the Kentucky Condominium Act, 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, 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, pursuant to the appropriate court action, the right, if any unit owner or any occupant of his unit shall continue to be in violation of the aforesaid documents and rules and regulations for 15 days after notice in writing from the Council, to issue to the defaulting unit owner a 10-day notice in writing to terminate the rights of said unit owner to continue as a unit

owner and to continue to occupy, use, or control his unit and to file a suit in equity against the defaulting unit owner for a mandatory injunction against the unit owner or, in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use, or control the unit and ordering that the unit shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the defaulting unit owner shall not be entitled to reacquire the unit at such sale or by virtue of right of redemption.

(3) The Board of Directors shall also have the power to levy reasonable fines against any unit and/or owner for any violation of the Amended and Restated Master Deed, the Bylaws and/or any rules and regulations of the project. A continuing violation can be punished by more than one fine. The fine shall constitute a lien which may be filed against the Unit. The lien may be enforced as the same manner as an assessment lien, including by foreclosure. The council shall be entitled to collect all reasonable attorney's fees and court costs and administrative costs, even if the fine is paid prior to any court action being required.

(C) Cost and attorney fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the condominium documents, as they may be amended from time to time, the Council shall be entitled to recover the costs of the proceeding and all reasonable attorney fees.

(D) No waiver of rights

The failure of the Council or any unit owner to enforce any covenant, restriction, or other applicable provision of the Horizontal Property Law and the KY Condo Act, 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 XIII Future Development

Anderson Park condominiums as built consists of the fourteen (14) condominium buildings, the eight (7) garage unit buildings, and the one (1) entrance building previously constructed, and may consist of additional units contained in additional buildings which may be constructed. These buildings and the units therein together with the common elements appurtenant thereto will automatically become subject to this condominium regime by amendment(s) to the Master Deed upon the filing of their respective floor plans. Declarant specifically reserves the right, from time to time, to further amend the Master Deed to the extent of adding additional units and general common elements (not to exceed a total of seventy-eight (77) Residential units and fourteen (28) Garage units) and limited common elements and, once added by amendment, the units therein shall have the same rights, privileges, and obligations as appear herein. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns (however, individual unit owners shall not be included within the meaning of successors and assigns

as used in this paragraph), to amend the Master Deed to accomplish the foregoing and to SHIFT AND REALLOCATE from time to time the percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each amendment pursuant to this paragraph. Each execution of a deed of conveyance, mortgage, or other instrument with respect to a unit, and the acceptance thereof, shall be deemed a grant, and an acknowledgment of and conclusive evidence of the parties thereto to the consent of such reservation of power to Declarant as attorney in fact and shall be deemed to reserve to Declarant and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit set forth in each such recorded amendment. Further, Declarant specifically reserves unto itself, and its successors and assigns, the rights to determine the location of all future units, common elements, and limited common elements; it being provided, however, that all future development of the condominium project shall be restricted to the property and the condominium project shall not be expanded to include any other property.

Each unit owner by acceptance of a deed to a unit further acknowledges, consents, and agrees to this Master Deed and to each such amendment that is recorded, as follows:

(A) The portion of the additional common elements and any additional limited common elements described in each such amendment shall be governed in all respects by the provisions of this Master Deed.

(B) The percentage of ownership in the common elements appurtenant to each unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment and upon recordation thereof the amount by which such percentage appurtenant to a unit is adjusted as set forth therein shall thereby be and be deemed to be reallocated from or to such unit owner and re-conveyed and reallocated among the other unit owners as set forth in such recorded amendment.

(C) Each deed, mortgage, or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common elements appurtenant to each unit shall, upon the recording of each amendment, be adjusted in proportion to the revised percentage set forth in such amendment and vested among all the other owners, mortgagees, and

others owning an interest in the other units in accordance with the terms and percentages of each such recorded amendment.

(D) A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a unit to so amend and reallocate the percentage of ownership in the common elements appurtenant to each unit.

(E) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements made a part of the condominium project by a recorded amendment, and each deed, mortgage, or other instrument affecting a unit shall be deemed to include such additional common elements and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as such amendments are recorded.

(F) Each unit owner shall have a perpetual easement, appurtenant to his unit, for the use of any additional common elements annexed thereto by and described in any recorded amendment for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific units as may be provided in any such amendment.

(G) The recording of each such amendment shall not alter the amount of the lien for expenses assessed to a unit prior to the date of such amendment.

(H) Each unit owner by acceptance of the deed conveying his unit agrees for himself and all those claiming under him, including mortgagees, that the Master Deed and each Amendment is and shall be deeded to be in accordance with the applicable provisions of the Horizontal Property Law and the Ky Condo Act and, for purposes of the Master Deed and Horizontal Property Law and Ky Condo Act, any changes in the respective percentages of ownership in the common elements as set forth in each Amendment shall be deemed to be made by agreement of all unit owners and mortgagees.

(I) During the period of time set forth in this Article, Declarant reserves the unilateral right to amend the Master Deed for the purposes of revising plans and clarifying the rights, privileges or obligations imposed on the Anderson Park Council of Co-Owners Association and/or Owners, as the case may be, otherwise established by this Master Deed and for the purpose of shifting and reallocating the percentages of ownership in the common elements in the manner provided by this Article and any applicable law. If requested by Declarant or Anderson Park Council of Co-Owners, Inc., each unit owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article to comply with the Horizontal Property Law and the KY Condo Act as it may be amended from time to time.

(J) Additional units shall be substantially completed prior to being subjected to the regime and shall be consistent with other units in terms of quality of construction.

(K) The provisions of the Master Deed and in deeds and mortgages of the units and common elements may contain clauses intended to confirm the right to shift the common elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

No future Board of Directors acting for and on behalf of the Council shall amend the Master Deed or adopt or amend any Bylaws which would hinder, obstruct, or jeopardize Anderson Park Council of Co-Owners Association's interest in the present or future development of the condominium project.

## **ARTICLE XIV** **Amendment to Declaration**

This Master Deed may be modified, altered amended, or added to by Anderson Park Council of Co-Owners pursuant to an instrument recorded by Anderson Park Council of Co-Owners in the Office of the County Clerk of Jefferson County, Kentucky, by an instrument signed by each unit owner of record or by a vote of greater than two-thirds (2/3) interest in the common elements at any duly called meeting of unit owners provided that

(1) A notice of the meeting containing a full statement of the proposed modification, alteration, amendment, or addition has been sent to all unit owners as listed on the books and records of the Council and to all mortgagees of units who have requested same; and

(2) The Board of Directors approves the change; and

(3) An instrument evidencing the change and signed by the president or any vice president of the Council is duly recorded in the Office of the Jefferson County Clerk. Such

instruments need not contain the written consent of any unit owners but shall contain the verified statement and certification of the secretary or other officer of the council not otherwise signing the instrument that the requirements of sub-sections (1)-(3) have been satisfied.

## **ARTICLE XV**

### **General**

#### **(A) Severability**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect 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 WHEROF, Anderson Park Council of Co-Owners, Inc., has adopted this Amended and Restated Master Deed by a vote of greater than two-thirds (2/3) in interest in the common elements at a duly called meeting of unit owners.

Anderson Park Council of Co-Owners, Inc.

Charles Dolan  
By Charles Dolan, President

COMMONWEALTH OF KENTUCKY                         )  
   )  
COUNTY OF JEFFERSON                                 )  
   ) SS:

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Charles Dolan, as President of Anderson Park Council of Co-Owners, Inc.

NOTARY PUBLIC, STATE AT LARGE, KY

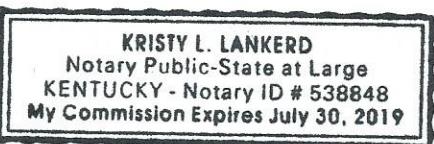
My Commission Expires: \_\_\_\_\_

As the duly elected and acting Secretary of the Anderson Park Council of Co-Owners, Inc., I verify and certify that the Amended and Restated Master Deed was adopted by a vote of greater than two-thirds (2/3) in interest in the common elements at a duly called meeting of unit owners. I further verify and certify that the requirements contained within Article XIV subsection (1)-(3) of the original Master Deed were met.

Mary A. Witten  
By Mary Witten, Secretary

COMMONWEALTH OF KENTUCKY                         )  
   )  
COUNTY OF JEFFERSON                                 )  
   ) SS:

Subscribed, sworn to and acknowledged before me this 3rd day of Oct., 2016 by  
Mary A. Witten, as Secretary of Anderson Park Council of Co-Owners, Inc..



Kristy L. Lankerd  
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: July 30, 2019

This Instrument Prepared By:

**RICHARD V. HORNUNG**

Hebel & Hornung, P.S.C.  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
(502)429-9790