

Master Deed
Cliff View Terrace Condominiums

Order: D6QPJDFBS
Address: 2411 Brownsboro Rd Apt 203
Order Date: 12-05-2025
Document not for resale
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1st Master Deed for CVT Condominiums

**DECLARATION OF A MASTER DEED
FOR
THE CLIFF VIEW TERRACE CONDOMINIUM
A CONDOMINIUM PROPERTY REGIME**

Amended September 12, 2007.

Amended March 20, 2009.

Amended May 16, 2010.

Amended July 22, 2013.

THIS DECLARATION made and entered into this 22nd day of June, 2007, by Cliff View Terrace, LLC, hereinafter referred to as "Developer", and PB1 Bank, Inc., a Kentucky Corporation, hereinafter referred to as "Lender".

WITNESSETH:

That whereas, Developer is the owner in fee simple of a certain tract located at 2411 Brownsboro Road, Louisville, Kentucky 40206, Jefferson County, Kentucky as shown on Plat attached hereto, and when fully developed shall consist of not more than thirty condominium units; and

WHEREAS, Developer desires to, and does hereby file its plans for said buildings and units, all as shown on plans simultaneously recorded herewith together with any and all other structures and improvements and other permanent **fixtures** of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Kentucky Horizontal Property Law KRS 381.805 to 381.910 as amended; and

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained to provide for the harmonious, beneficial and proper use and conduct of the property; and

WHEREAS, Developer desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements and privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, WHEREFORE, Developer declares as follows:

1. Legal Description of Land

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The real estate which is hereby submitted and subjected to the provision of the Horizontal Property Law of Kentucky, as amended, is legally described as follows: Beginning in the original North line of Brownsboro Road at its intersection with the West line of the tract conveyed to Irwin B. Weyer and wife, by deed dated January 17, 1961 of record in Deed Book 3673, Page 309, in the Office of the Clerk of Jefferson County, Kentucky; thence with the West line of said tract and same extended, North 9 degrees 27 minutes West 150.45 feet to a pipe, corner to Lot 16, as shown on plat of Honeysuckle Hill Subdivision, plat of which is of record in Plat and Subdivision Book 21, Page 94, in the office aforesaid; thence with the Southeasterly line of said Lot 16, North 54 degrees 23 minutes East 85.18 feet to the Southwesterly line of Idlewylde Drive, as shown on the aforesaid plat; thence with the Southwesterly line of said Drive, South 35 degrees 37 minutes East 170.07 feet; thence continuing with a line of said Drive, and with a curve to the right having a radius of 20 feet to its intersection with the original North line of Brownsboro Road; said point being North 77 degrees 45 minutes East 134.63 feet from its intersection with the West line of the tract conveyed to Irwin B. Weyer and wife, by deed aforesaid, as measured along the original North line of Brownsboro Road; thence with said Road, South 77 degrees 45 minutes West 134.63 feet to the beginning. Said tract being shown on the plat of Honeysuckle Hill Subdivision aforesaid.

Being the same property conveyed to Developer by Deed dated June 22, 2006 of record in Deed Book 8855, Page 759 in the aforesaid Clerk's office.

Said real estate is also described and delineated on a Plat or survey filed simultaneously herewith.

Said real estate and all improvements thereon and appurtenances thereto shall be known as "Cliff View Terrace Condominiums".

2. Definitions

(a) Except to the extent hereinafter modified or changed, the following word and terms, whenever used herein, shall have the following meaning:

i. "Board" refers to the Board of Directors of the Council of Co-Owners.

ii. "Council" refers to the Cliff View Terrace Condominiums Council of Co-Owners.

iii. "Condominium regime" refers to the Cliff View Terrace Condominiums.

iv. "Horizontal Property Law" or the "Act" refers to KRS 381.805 to 381.910 as amended.

v. "Good standing" means current and up-to-date on all financial obligations (including but not limited to fees, dues, assessments, expenses, penalties, liens, etc.) owed to The Cliff View Terrace Condominiums, a Condominium Regime, and The Council of Co-Owners. [Added: **Amended May 16, 2010.**]

(b) Except to the extent hereinafter modified or changed, the following words and terms, wherever used herein, shall have the same meaning as provided for such words and terms in the Horizontal Property Law: "Unit", "Condominium", "Master Deed", "General Common Elements", "Common Expenses", "Persons", "Property" and "Limited Common Elements".

3. Description of Building

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Said building is situated on the real estate and are fully described in a set floor plans of the buildings filed simultaneously with the recording hereof, pursuant to KRS 381.835. Said floor plans are incorporated by reference to and are hereto made a part of this Master Deed.

4. Units, (as built, as shown on Plan filed herewith).

(a) The unit number of each of the units created are fully set forth in said plans attached hereto and are as follows: 1 (2415 Brownsboro Rd), 2 (300 Idlewylde Dr), 101, 103, 105, 107, 109, 201, 202, 203, 205, 301, 302, 303, 304, 305, 307, 309, 310, 311, 312, 313, 401, 402, 403, 407, 408, 409, 410, 411.

(b) The location, dimensions and limited common area to which each unit has access are set forth in and on said floor plans. The legal description of each unit shall consist of the unit number aforesaid followed by the words, "a Condominium Unit in the Cliff View Terrace Condominiums". Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated interior finished surfaces of the ceiling, floor and perimeter walls of each unit, as are shown on said plans attached hereto, and shall include the exclusive right to use any limited common elements, including the terrace, immediately adjacent to said unit.

(c) Each unit owner shall obtain fee simple ownership of the unit acquired, the appurtenant undivided interest of the general common elements of the condominium project, and, if applicable, any limited common elements appurtenant to the unit. The form of ownership of a unit may be individual, corporate, in partnership, joint with rights of survivorship, a tenancy in common, a tenancy by the entireties, or (subject to the other provisions of the condominium documents) and other estate in real property recognized by law and which may be conveyed and encumbered.

(d) The Developer and/or its assignee reserves the exclusive right to subdivide any unit that the Developer and/or its assignee may own or have an interest in at any time as provided for in KRS 381.827, but the Developer and/or its assignee may exercise said right ~~without~~ only with the prior written approval of the Board of Directors of the Council ~~and any other person holding a lien on such units~~. No other owner shall subdivide any unit except as provided for in KRS 381.827. **[Amended May 16, 2010.]**

5. Definition and Description of General Common Elements

The general common elements shall consist of that property as set forth on plans recorded herewith, excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include but not be limited to the land as set forth in attached plans and designated as common area and improvements, and fixtures attached thereto, sidewalks, common grass areas, entrances and exits, roofs, pipes, ducts and electrical wiring in walls, garbage and refuse areas, public utility lines, stairways, floor and ceilings (other than the interior undecorated surfaces thereof located within the units), space between floors, perimeter walls of the units, structural parts of the building, and all other portions of the property, all exterior surfaces of the building including the windows. Structural columns and load bearing walls located within the boundary of the unit shall be a part of the general common elements. Common elements shall include tangible personal property used for the maintenance and operation of the Condominium

regime even though owned by the Council hereinafter described. All responsibility and the expenses of maintaining and repairing general common elements shall be paid by the Council.

6. Definition and Description of Limited Common Elements

"Limited common elements" means and includes those common elements which are specifically reserved for the use of a certain unit or a specifically designated number of units, including, but not limited to the following which are specifically reserved for a unit or a specifically designated number of units:

- (a) Interior undecorated surfaces of each unit's perimeter walls, ceilings and floors.
- (b) Entrances and exits to the specific units.
- (c) Utility service facilities within the units.
- (d) Doors, screens and window frames.
- (e) Heating and air conditioning units.
- (f) Terraces and balconies, if any

(e) Parking spaces. Parking spaces are those areas as shown on the plans attached and filed simultaneously herewith. Said plan is attached hereto as exhibit "A" and made a part hereof. The parking spaces are numbered the same as the unit numbers and are limited common elements and benefiting a particular unit owner. Purchase of a unit entitles the owners to the "exclusive right to use" the corresponding numbered parking space(s). All expenses of maintaining and repairing parking spaces shall be paid by the Council.

(f) Storage closets. Storage Closets are those areas as shown on the plans attached and filed simultaneously herewith. Said plan is attached hereto as exhibit "A" and made a part hereof. They are numbered Closets 1, 2, 3, 4, 5, 6, 7, 8, 9. Storage closets are limited common elements and benefiting a particular unit owner who has purchased the "exclusive right to use" said storage closet. All expenses of maintaining and repairing storage closets owned by individual owners shall be paid by the Council individual owner. [Amended May 16, 2010.]

(g) Such other limited common elements which are agreed upon by the Council, Board or Developer that are to be reserved for the use of a particular unit as well as any other limited common elements elsewhere designated in this Master Deed. All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefited thereby, except that which is covered under Common Expenses. All expenses of maintaining and repairing the terraces and balconies shall be paid by the Council as a common expense and not the unit owner benefiting therefrom.

7. Square Footage and Percentage Interest.

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as follows:

<u>UNIT</u>	<u>SO. FEET</u>	<u>% INTEREST</u>
1 (2415 Brownsboro Rd)	4868 <u>1155</u>	5.931% <u>3.752%</u>
2 (300 Idlewylde Drive)	635	2.016% <u>2.063%</u>
101	857	2.721% <u>2.784%</u>
103	872	2.769% <u>2.833%</u>
105	872	2.769% <u>2.833%</u>
107	576	1.829% <u>1.871%</u>
109	595	1.889% <u>1.933%</u>
201	1065	3.381% <u>3.460%</u>
202	1365	4.334% <u>4.426%</u>
203	734	2.330% <u>2.384%</u>
205	1459	4.632% <u>4.739%</u>
301	1067	3.388% <u>3.465%</u>
302	732	2.324% <u>2.378%</u>
303	1062	3.372% <u>3.450%</u>
304	706	2.241% <u>2.293%</u>
305	734	2.330% <u>2.384%</u>
307	1438	4.566% <u>4.671%</u>
309	1088	3.454% <u>3.534%</u>
310	1112	3.530% <u>3.612%</u>
311	1088	3.454% <u>3.534%</u>
312	1086	3.448% <u>3.528%</u>
313	1090	3.461% <u>3.541%</u>
401	1092	3.467% <u>3.547%</u>
402	896	2.845% <u>2.911%</u>
403	1203	3.819% <u>3.908%</u>
407	1863	5.915% <u>6.052%</u>
408	1075	3.413% <u>3.492%</u>
409	1085	3.445% <u>3.525%</u>
410	1086	3.448% <u>3.528%</u>
411	1096	3.480% <u>3.560%</u>
Total	42,555 <u>30,784</u>	100%

[Amended September 12, 2007]

(b) Each unit owner shall own an undivided interest in the percentage, hereinabove set forth, in the common elements as a tenant in common with all the other unit owners, and, except as otherwise limited in this Master Deed, shall have the right to use and occupy the common elements for all purposes incident to the use of a residential unit and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit. Any conveyance, encumbrance, judicial sale or transfer of an interest in the common elements shall be void unless a unit to which that interest is allocated is also transferred or encumbered. Notwithstanding the unit owners' joint title to the common elements, no unit owner shall use any common element in any manner

calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) The term "unit" as used herein and throughout this Master Deed shall mean a "unit" as defined in KRS 385.810(1), together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the subject of an action for partition or division of the coownership.

8. Common Expenses.

"Common Expenses" of the Condominium project means all charges, costs and expenses incurred by the Council, the Board, and/or the Managing Agent, for and in connection with the operation and administration of the Condominium regime. Common expenses include (a) those expenses for the building, equipment and ground maintenance and repair; (b) all costs for utility services not separately metered, insurance premiums, janitorial service, garbage removal, painting of the common elements, concrete repair and replacement, costs of Condominium regime materials, supplies, equipment and tools; (c) all costs for management, legal accounting and engineering; (d) all costs for service fees, repair and replacement of common element utility lines and equipment; (e) all expenses for the repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

9. Unpaid Common Expenses Constitute a Lien.

(a) All sums assessed for common expenses or maintenance fees shall constitute a lien on the units, prior to all other liens except for ad valorem taxes and assessments lawfully imposed by governmental authorities against such units and a lien of a first mortgage holder. Said lien arises automatically, and no notice of lien need be recorded to make the lien effective. Such lien may be enforced by legal action by the Council, its administrator or managing agent, acting on behalf of the Council, provided that thirty (30) days written prior notice of intention to sue to enforce the lien shall be mailed postage prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same. Said lien shall not be extinguished by the sale or transfer of a unit except through a judicial sale.

(b) Late charge, interest and cost. The Council may impose a late charge against any unit owner who fails to pay any amount assessed by the Council against a unit within fifteen (15) days after such assessment is due and payable. Said late charge shall be in the amount of \$25.00. If an assessment is not paid within thirty days after the due date, the assessment shall bear interest at a reasonable rate of twelve (12%) percent per year. The assessment lien includes all collection costs, including but not limited to, reasonable attorney's fees, court cost, filing fees, collection fees and any other expenses incurred by the Council in enforcing the assessment or collecting the

assessment.

(c) In the event that a unit owner is delinquent for the payment of common expenses and/or maintenance fees and the delinquency shall continue for more than 60 days from the date the first amounts come due, then the Council or the Board shall notify any valid first mortgage holder of said delinquency. Furthermore, no valid first mortgage holder shall be liable for more than six months of a unit holder's common expenses and/or maintenance fees.

~~(d) Anything to the contrary contained in this Master Deed or in the Council Bylaws notwithstanding, until the Developer's transfer of control and management of the Council, the Developer shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses, or reserve or contingency accounts or other Condominium regime assessments. The units owned by the Developer, prior to the Developer's transfer of control, shall not be subject to any lien therefore; and the Developer shall not have any liabilities of a unit owner. The Developer shall, however, until Developer's transfer of control, be responsible for the maintenance costs of the Condominium regime in accordance with Developer's own determination, incurred over and above assessments or amounts paid by unit owners for common expenses and other appropriate charges. [Deleted: Amended May 16, 2010.]~~

10. Administration of the Condominium Regime.

(a) Developer has or will cause the formation of a Kentucky not-for-profit corporation known as "Cliff View Terrace Condominiums Council of Co-Owners, Inc.", to act as the Council of Co-Owners as defined in KRS 381.810 (4 and 5) and governing body for all unit owners in administration and operation of the Condominium regime and property. Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his or her unit, at which time the new unit owner or owners shall automatically become a member therein.

(b) Administration of the project shall be conducted by the Council and its Board in accordance with its Bylaws. Said Board shall be authorized to delegate the administration of its duties and powers to a managing agent or administration employed for that purpose by the Board.

(c) Administration of the Condominium regime, including the use, maintenance, repair, replacement and restoration of the common elements and any additions and alterations to them, shall be in accordance with the provisions of the Horizontal Property Law, this Master Deed, the Bylaws of the Council and all project rules and regulations adopted by the Board.

11. Purpose.

The buildings and the units therein are intended for and restricted exclusively for residential purposes. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in paragraph 17 hereof.

12. Insurance.

(a) The Council, acting by and through its Board, shall acquire 100% full replacement value insurance protection for the Condominium regime, including but not exclusively, hazard, flood, casualty, liability, and employee workmen's compensation insurance, if

needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, enforceable under lien rights. Should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use. The name of the insured shall be the Council of Co-Owners for Cliff View Terrace Condominiums, Inc. for the use and benefit of the individual unit owners.

(b) Insurance Trustee. The Board shall act, on behalf of the unit owners, as an insurance trustee and shall be the authorized representative, with exclusive authority, to negotiate losses under any insurance policy and to perform such other functions as are necessary to accomplish this purpose.

13. Damage or Destruction.

(a) If any part of the Condominium Project shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined as set forth in this Paragraph.

(b) If at least thirty three and one-third (33 1/3%) percent of the damaged building is found by the Council to be tenable after the casualty, the damaged building shall be reconstructed and repaired.

(c) If more than sixty-six and two-thirds (66 2/3%) percent building is found by the Council not to be tenable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium Project terminated shall be determined in the following manner:

(1) Immediately after casualty, the Council shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds made available to the Council, the Council shall give notice to all Unit Owners of the casualty, the extent of damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstructing or repair over the amount of insurance proceeds. Such notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction or repair are approved at such meeting by the unit owners to which seventy-five (75%) percent or more of the common interest is appurtenant, the damaged property will be reconstructed. If not so approved, the Condominium Project shall be terminated or modified so as to remove the destroyed Units and/or otherwise recalculate and redistribute the percentage of common interest by reason of the removal of the destroyed Units. Such approval may be expressed by vote or in writing filed with the Council at or within fourteen (14) calendar days prior to the meeting.

(3) The market value of any such destroyed Unit (excluding contents, additions, improvements, decorations and personal property therein) immediately prior to the destruction shall be paid to the Owner of the Unit and to each mortgage holder of the Unit, the remittance being payable jointly to the Owner and mortgagee, provided that the Owner simultaneously convey by general warranty deed in recordable form, all of the Owner's right, title and interest in and to the Unit, including the Unit's percentage of common interest, to the remaining Owners in the Project, or at the Board's discretion, to the council for the use and benefit of the remaining Unit Owners in the Project. The

Board may then decide upon the ultimate fate of the Unit, including its extinguishment, and shall have full power and authority to make any such disposition, including by deed, by amendment to this Declaration or otherwise. There is to be deducted from any amount due to the Owner and/or mortgagee, the amount of any insurance proceeds which the Owner and/or mortgagee has or will receive or is entitled to by reason of the destruction of the Unit. The market value shall be the fair market value determined by agreement between Unit Owner and the Council. If the Unit Owner and the Council cannot agree upon the market value within one hundred twenty (120) days after the destruction of the Unit, the market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two (2) appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be split between the Unit Owner and the Council.

(4) The purchase price shall be paid in cash or upon terms approved by the Unit Owner and the Council.

(5) The sale shall be closed within thirty (30) days following the determination of the sale price (the market value). Good and marketable title to the Unit must be conveyed by the Owner to the remaining Owners by a general warranty deed, free and clear of all liens and encumbrances except this Declaration.

(6) The percentage of common interest appurtenant to each Unit shall be redetermined to reflect the reduction in floor area in the Condominium Project, except that if any such destroyed common interest appurtenant to each Unit shall again be re-determined to reflect the addition in floor area to the Condominium Project. Any such amending or supplementary documents to this Master Deed reflecting changes in the percentage of common interest occurring by reason of destruction or by reason of eminent domain need only be executed by Council.

(7) The funds for the payment of the cost of purchase after casualty of any Unit shall come first from the insurance proceeds. If the insurance proceeds are insufficient, then the Council shall make a special assessment sufficient to pay the excess of the cost over the amount of the insurance proceeds. The special assessment shall be against all Unit Owners, including the destroyed Units payable by each Unit Owner according to that Unit Owner's percentage of common interest before the destruction. The special assessment may include all transaction costs of the Council including attorneys' fees, court costs, appraisal fees and arbitration costs.

(d) Any reconstruction or repair must be substantially according to the plans and specifications approved by the Council. Said reconstruction or repair shall be in a manner consistent with the design and building specifications of ~~Norton Commons~~ Cliff View Terrace Condominiums. **[Amended March 20, 2009.]**

(e) The responsibility of reconstruction and repair after casualty shall be that of the Council.

(f) The funds for the payment of the costs of reconstruction and repair after casualty come first from the insurance proceeds. If the insurance proceeds are insufficient, then the Council shall make a special assessment sufficient to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. The special

assessment shall be against all Unit Owners, payable by each Unit Owner according to their percentage of common interest.

14. Eminent Domain.

(a) The taking of a portion of a Unit or of the Common Areas by eminent domain shall be deemed to be proceeds from insurance on account of a casualty and shall be deposited with the Council. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Council and in the event of failure to do so, in the discretion of the Council, a special assessment shall be made against the defaulting Unit Owner in the amount of his award, or the amount of such award, or the amount of such award shall be set off against the sums hereafter made to such Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium Project is not to be terminated and one or more Units are taken in part, the taking shall have the effect as elsewhere stated in these Articles.

(b) If the taking reduces the size of a Unit and the remaining portion of a Unit, in the reasonable discretion of the Council, can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium Project:

(1) The Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgage of the Unit, the remittance being payable jointly to the Owner and mortgages.

(3) The percentage of common interest appurtenant to each Unit shall be redetermined in the method originally determined, but to reflect the reduction in floor area in the Condominium Project.

(c) If the taking destroys or so reduces the size of the Unit that, in the reasonable discretion of the Council, it cannot be made tenable, the award by the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium Project:

(1) The market value of such Unit immediately prior to the taking shall be paid to the Unit Owner and to each mortgagee of the Unit, the remittance being paid jointly to the Owner and mortgages, provided that the Owner simultaneously convey by deed all her right, title and interest in and to the Unit, including the Unit's percentage of common interest, to the remaining Owners in the Project. Unless otherwise proved to the reasonable satisfaction of Council, the amount of the market value shall be assumed to be the same as the amount of the award.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Areas and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Council.

(3) The percentage of common interest appurtenant to each unit shall be redetermined in the manner originally determined but to reflect the reduction in floor areas in the Condominium Project.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to refurbish the remaining portion of the Unit for

use as a part of the Common Areas, the additional funds required for such purposes shall be raised by assessments against each Unit Owner remaining after the changes in the Condominium effected by the taking. Such assessments shall be made in proportion to each Unit's percentage of common interest as calculated after the taking.

(d) The change in the percentage of common interest appurtenant to each Unit, which comes as a result of the eminent domain or as a result of destruction by casualty, shall be evidenced by an amendment to the Declaration.

(e) Each Unit Owner and/or his respective mortgagee by acceptance of a deed conveying his Unit and each mortgage encumbering such ownership interest, hereby irrevocably appoint the Developer or the Council, as the case may be, as his attorney in fact, coupled with an interest, and authorize, direct, and empower such attorney, at the option of the attorney, to represent the Unit Owner and/or each mortgage and any negotiations, agreements, settlements and/or proceedings arising out of the eminent domain or threat thereof, and to execute, acknowledge and record for and in the name of each Unit Owner and/or each mortgage any amending instruments as may be necessary or desirable to effect the purpose of this Article. This power of attorney includes the right to receive proceeds and execute releases on behalf of each Unit Owner and each mortgagee.

15. Easements and Encroachments.

(a) Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable TV lines and equipment, and electrical conduits and wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording hereof; and a permanent power of attorney is hereby granted to the Board to grant any such easement.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, shifting of the building or the design or construction, or other movement of any portion of the buildings, any part of any unit or any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches on any part of the common elements, valid easements of maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachments occurred due to the willful conduct of said owner or owners. In addition to the foregoing, it is expressly understood that an easement for support is included in this section of the Master Deed.

(c) There is expressly reserved the right of ingress and egress to a unit owner for access to his/her unit.

(d) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having any interest in said land, or any part of portion thereof.

(e) The respective deed of conveyance, 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 parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

16. Bylaws.

The Bylaws for Cliff View Terrace Condominiums Council of the Co-Owners shall be adopted and exercised initially by the Developer in order to develop same into a condominium project and to assure the placing of the Council on a sound basis for the protection of all owners of the Condominium regime.

Subsequently, the administration of the Condominium regime shall be governed by the bylaws, and they may be amended from time to time by amendment procedure hereinafter set forth.

The above paragraph and anything to the contrary notwithstanding, the administration and control of the Condominium regime, Council and the property, including but not limited to the adoption and amendment of the bylaws, adoption of Condominium regime rules, assessment of common expenses and all other rights relating to the governing, managing and administration of the Condominium regime and the property and all rights and powers which would otherwise be vested in the Council or Board shall all be vested in the Developer alone until 75% of the units have been sold, transferred and recorded, or five (5) years after the date of the filing of this Master Deed, whichever first occurs. Until that time, the Developer shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Developer upon the acceptance of a deed to a unit and all unit owners agreeing to such administration by the Developer in accepting unit conveyances.

17. Use and Occupancy of Units and Common Areas and Facilities.

The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for any purpose other than residential purposes and the related common purposes for which the property has been designated and permitted. Excepting, therefrom Unit 2 (300 Idlewyde Drive) and Unit 109, which may be used for commercial office space. Prior approval of the Board of Directors of the Council is required for both the use of a unit for commercial space and the business to be conducted therein. [Amended May 16, 2010.]

(b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit including the exterior of doors in good, clean order and repair.

(c) No unit owner shall permit anything to be done or kept in his or her or its unit, or in common elements or limited common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements or limited common elements.

(d) Unit owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the building, and no sign or signs, lettering, awning, canopy, shutter, radio or television antenna, satellite dish shall

be affixed to or placed upon the exterior walls, doors, windows, or roof of any part thereof, without the prior written consent of the Developer and/or Board.

(e) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants, or constitute waste at common law.

(f) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(g) No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(h) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Developer and/or the Board.

~~(i) Other rules and regulations may be made by the Developer and/or the Board as to usage of the units, subject to prior written approval of Developer's mortgagee. [Deleted: Amended May 16, 2010.]~~

(j) Residential units shall be used for a residential purpose only. [Added: Amended May 16, 2010.]

(k) For all leased units, all lease terms shall have a maximum period of be for no less than six (6) months, and must have prior consent of the Board of Directors of the Council. Copies of leases and relate agreements shall be furnished to the Board.

[Added: Amended May 16, 2010.][Amended July 22, 2013.]

18. Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained in the Horizontal Property Law shall give the Board the right, in addition to any other rights provided for in this Master Deed (a) to enter upon the unit or any portion of the property upon which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Each unit owner (and in the case of unsold units, the Developer) shall comply with the provisions of this Master Deed and the Council Bylaws, decisions and resolutions of the Council and its Board or its representative, as lawfully amended from time to time, and failure to comply any such provisions, decisions, or resolution shall be grounds for an equitable action to recover sums for damages and/or fines or for injunctive relief or for any other legal or equitable remedy maintainable by the Council, or its Board on behalf of the Council or, in a proper case, by an aggrieved Co-unit owner.

In the event that a tenant (lessee) of any unit violates any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained in the Horizontal Property Law, the Board shall, in addition to the remedies

prescribed in this Paragraph 17, have the right to bring a forcible detainer action against said tenant on behalf of the owner of said unit.

19. Entry by Council.

The Council or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Council is responsible, or which the Council has the right or duty to do. Such entry shall be at reasonable hours and with prior notice and shall be made with as little inconvenience to the unit's owners as practicable, and any damage caused thereby shall be repaired by the Council at the expense of the maintenance fund.

20. Grantees.

Each Grantee by the acceptance of a deed of conveyance accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Condominium Property Law, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants estate in any unit, and shall inure to the benefit of such owner in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyances.

21. Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

22. Notices.

Notices required or permitted to be given to the Council, the Board or any unit owner may be delivered to any officer of the Council, member of the Board or such unit owner at his or her unit or as set forth in the Bylaws.

Notice, shall be given, upon written request by any holder, insurer or guarantor of a first mortgage of the following for any proposed amendment to any condominium instrument effecting a change in the boundaries of any unit or the exclusive easement rights appertaining thereto, the interest in the general or limited common elements or liability for common expenses, the number of votes, the purposes to which any unit or common element is restricted, any proposed termination of the condominium regime/project, any condemnation loss, any delinquency in payment of assessments owed by a unit owner of a unit subject to the mortgage held by the requesting party, any lapse, cancellation or material modification of any insurance policy maintained by the Council.

23. Amendments.

(a) If before seventy-five (75%) percent of the units have been sold, conveyed and recorded, it is found that an error exists on the part of the draftsman of this instrument or on the part of the surveyor or engineer, an amendment setting forth the error and correction may be filed by the Developer, subject to the terms and priority of

Developer's mortgage, without the consent of any other party thereto, and shall become a part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) The provisions of this Master Deed and the Bylaws of the Council may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by ~~the unit owners casting at least sixty-seven (67%) percent of the votes in the Council and the approval of at least fifty-one (51%) percent of the first mortgagees having a bona fide liens of record against the units~~ unit owners in Good Standing. Amendments, changes and modification shall include, but are not limited, to the following: **[Amended May 16, 2010.]**

1. Voting rights;
2. Increases in assessments that raise the previous assessment amount by more than 25%, or the priority of assessment liens;
3. Reductions in reserves for maintenance, repair and replacement of common elements;
4. Responsibility for maintenance and repairs;
5. Reallocation of interests in the general or limited common elements, or rights to their use (except for those rights reserved herein in favor of Developer);
6. Redefinition of unit boundaries;
7. Convertibility of units into common elements or vice versa;
8. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
9. Hazard or fidelity premiums;
10. Imposition of any restrictions on the leasing of any units;
11. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
12. A decision by the Council to establish self-management in the event that professional management has been required by this Master Deed or the Bylaws or by an eligible mortgage holder;
13. Restoration or repair of the Condominium project (after damage or partial condemnation) in a manner other than that specified in this Master Deed;
14. Any provision that expressly benefits mortgage holders, insurers, or guarantors;
15. A change in the boundaries of any unit.
16. A change in any provision regarding the rights to use of the common elements.
17. Imposition of any right of first refusal or similar restriction on the right of a unit of a unit owner to sell, transfers, or otherwise convey a unit.
18. Any provisions which are for the express benefit of holder, guarantors or insurers of first mortgages.

(c) The provisions of this Master Deed and the Bylaws of the Council with regard to any action for termination of the legal status of the project after substantial destruction or condemnation may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by ~~the unit owners casting at least sixty seven (67%) percent of the votes in the Council and the approval of at least sixty seven (67%) percent of the first mortgagees having a bona fide liens of record against the units~~ unit owners in Good Standing. **[Amended May 16, 2010.]**

~~(d) For first mortgage holders to be eligible voters under this paragraph they must have requested in writing to the Council their desire for notice of an amendment vote. Said written request shall state the name and address of said mortgagee and the unit number upon which they hold a first mortgage. [Deleted: Amended May 16, 2010.]~~

(e) Any amendment change or modification to this Master Deed or Bylaws shall conform to the provisions of the Horizontal Property Law and shall be effective upon recordation thereof. ~~Bylaws and a~~Any amendments thereto need not to the Master Deed must be recorded. [Amended May 16, 2010.]

24. Revocation of Declaration

The dedication of the Condominium to the Plan of Ownership described in the Master Deed shall not be revoked, nor shall the Condominium be removed from the Plan of Ownership unless all of the Units owners and holders of all deeds of trust, mortgages, or other security instruments covering the units and all other parties having any security in a Unit unanimously agree to such revocation, or removal of the Condominium from the Plan by duly recorded instruments or by "operation of law."

25. Severability.

The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Master Deed, and all of the terms hereof are hereby declared to be severable.

26. Construction.

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project.

27. Consent of Lien holder.

PBI Bank, Inc. a Kentucky Corporation, holder of Mortgages on the property described herein and dated October 18, 2006 appearing of record in Mortgage Book 10357, Page 609, all in the Office of the County Clerk of Jefferson County, Kentucky, joins herein only for the purpose of consenting and does hereby consent to the submission of the property to a Kentucky Horizontal Property Regime and to the provisions of this Master Deed; and the Developer does hereby agree that the lien rights of FBI Bank, Inc., a Kentucky Corporation hereby transferred to the individual units of the regime.

28. Mortgagee of Developer.

Any mortgagee of Developer which acquires title by foreclosure or by deed in lieu thereof shall enjoy all the rights of the Developer hereunder and under the Bylaws of the Council.

Amended March 20, 2009, to add the following:

In addition to any other requirement of this Declaration, the following requirements shall apply:

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1. **AVAILABILITY.** *The owners association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the declaration, bylaws and other rules governing the condominium, and other books, records and financial statements of the owners association. The owners association also shall be required to make available to prospective purchasers current copies of the declaration, bylaws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared.*
“Available” shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.
Upon written request from any of the agencies or corporations which have an interest or prospective interests in the condominium, the owners association shall prepare and furnish within a reasonable time an auditable financial statement of the owners association for the immediately preceding fiscal year.
2. **TRANSFER OF CONTROL.** *Developer encourages early participation of unit owners in the management of the project.*
Right of Entry Upon Units and Limited Common Elements. *The owners association shall have the right of entry upon unit premises and any limited common elements to effect emergency repairs, and reasonable right of entry thereupon to effect other repairs, improvements, replacement or maintenance deemed necessary.*
Reserves and Working Capital. *There shall be established an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements, which fund shall be maintained out of regular assessments for common expenses. Additionally, a working capital fund must be established for the initial months of the project operations equal to at least a two months’ estimated common area charge for each unit.*
3. **VOTING RIGHTS. Right of First Refusal.** *Each unit owner may sell, transfer, or otherwise convey his or her unit in a condominium not subject to any right of first refusal.*
Leasing Restrictions. *All leases must be in writing and shall be subject to the declaration and bylaws. Unit owners are prohibited from leasing their units for an initial term of less than 30 days.*
4. **AMENDMENT TO DOCUMENTS.** *The consent of owners of units to which at least 67 percent of the votes in the owners association are allocated and the approval of eligible holders of first mortgages on units to which at least 51 percent of the votes of units subject to a mortgage appertain, is required to materially amend any provisions of the declaration, bylaws, or equivalent documents of the condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following: the interests in the general or limited common elements.*
5. **RIGHTS OF ACTION.** *Unit owners have the right of action against the owners*

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association for failure to comply with the provisions of the declaration, bylaws, or equivalent documents, or with decisions of the owner in association which are made pursuant to authority granted the owners association.

The owners association is required to obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance, covering all the common elements and limited common elements, (except land, foundation, excavation and other items normally excluded form coverage) including fixtures, to the extent they are part of the common elements of the condominium, building service equipment and supplies, and other common personal property belonging to the owners association. All references herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the units which are to be financed by a mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the common elements) must be covered in such "blanket" or "master" policy.

Certificates of insurance shall be issued to each unit owner and mortgagee upon request.

Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area in which the property is locates and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on units within the condominium. Such policies must also provide that they may not be canceled or substantially modified, without at least 10 days' prior written notice to the owners association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws, or policy, contributions or assessments may be made against borrowers, FNMA, FHLMC, or borrowers from the collecting insurance proceeds. The polices must also provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against unit owners individually; that the insurance is not prejudiced by any act or neglect of individual unit owners which is not the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss. The requirements stated in this paragraph are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

The insurance policy shall afford, as a minimum, protection against the following:

- (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (2) in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location (or such greater amount as deemed prudent based on the nature of the property);
- (3) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered

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by the standard "all-risk" endorsement, where such is available.

6. **LIABILITY INSURANCE.** *The owners association is required to maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the owners association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and age. However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of person in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the owners association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least 10 days' prior written notice to the owners association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage shall include protection against such risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all written contact insurance, and comprehensive automobile liability insurance.*

7. **THERE MAY BE NAMED AS AN INSURED,** *on behalf of the owners association, the owners association's authorized representative, including any trustee with whom such owners association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.*

Each unit owner appoints the owners association, or any Insurance Trustee or substitute Insurance Trustee designated by the owners associate, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be signed by the Developer and the lien holder the date first shown above.

Cliff View Terrace. LLC, a Kentucky Limited Liability Company

Mark Isaacs, Member

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Reed Weinberg, Member

PBI Bank, Inc., a Kentucky Corporation

By; _____
_____, Vice President
Lender

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 22 day of June, 2007 by Mark Isaacs and Reed Weinberg, both Members of Cliff View Terrace, LLC, a Kentucky Limited Liability Company, Developer.

1 - 31 - 09

Notary Public, Jefferson County, Kentucky
My Commission Expires:

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 25 day of June, 2007 by _____ of PBI Bank, Inc, a Kentucky Corporation, Lender.

NO TITLE EXAM PREPARED
This instrument prepared by:

RUSSELL D. FORD, ATTORNEY
MATTINGLY-FORD, PSC
One Oxmoor Place
1650 UPS Drive, Suite 102
Louisville, Kentucky 40223
(502) 2 12-7000

Document No.: DN2007101460
Lodged By: FORD
Recorded On: 06/25/2007 02:06:17
Total Fees: 139.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: CARHAR

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**BYLAWS OF THE
COUNCIL OF CO-OWNERS OF
CLIFF VIEW TERRACE CONDOMINIUMS**

Amended May 16, 2010

ARTICLE I

General Provisions

1. Identification. These are the Bylaws of Cliff View Terrace Condominiums Council of Co-Owners, (hereinafter the "Council").

2. Definitions. Except as otherwise defined herein, or unless the context demands otherwise, the following terms shall have the respective meanings given such terms in the Kentucky Horizontal Property Law, KRS 381.805 to 381.910, as amended (hereinafter the "Act"): "Unit", "Condominium", "Condominium Project", "General Common Elements" "Limited Common Elements", and "Council of Co-Owners".

3. Purposes of Council. The Council has been organized and these Bylaws have been adopted by the Board of Directors (hereinafter the "Board") of the Council pursuant to the Act for the purpose of administering a condominium project in Jefferson County, Kentucky, known as Cliff View Terrace Condominiums (hereinafter sometimes called "the project").

4. Office. The initial office of the Council shall be located at 1122 Roger Street, Louisville, Kentucky 40204, or such other office as the Board of Directors may determine from time to time.

5. Fiscal Year. The fiscal year of the Council shall be the calendar year.

6. Members' Qualifications. The members of the Council shall consist of **all** of the record owners of condominium units in Cliff View Terrace Condominiums. Any person, on becoming a record owner of a unit, shall automatically become a member of the Council and be subject to these Bylaws, and such membership shall terminate without any formal action by the Council when such person ceases to be a record owner of a unit. Said termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of his membership or impair any rights and remedies which the Council or others may have against such former owner arising out of or connected with his membership.

ARTICLE II

Members' Meetings

1. Annual Meetings. The annual meeting of the membership shall be held at the office the Council, or such other place designated by the Board, at 10:00 A.M., Eastern

Standard Time, on the 15th day of February each year for the purpose of electing directors and transacting any and all other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday or a Sunday, the meeting shall be held at the same hour on the next normal business day that is not a holiday.

2. Special Meetings. Special meetings of the membership shall be held whenever called by the president or the Board. A special meeting must be called by the president upon receipt of written request of members entitled to cast one third or more of the votes of the entire membership.

3. Notice of All Meetings. Notice of all meetings stating the time and place and purpose for which the meeting is called shall be given by the president, vice-president, or secretary. Said notice shall be given in writing to each member at their address as it appears in the books of the Council and shall be personally delivered or mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Any member may waive notice of any and all meetings in writing before or after such meetings; said waiver shall be deemed equivalent to the giving of notice. The managing agent employed by the Board pursuant to Section IV.8 hereof shall also receive notice of all meetings in the same manner as members and shall be entitled to attend such meetings or to designate a representative to attend such meeting on his or its behalf. All mortgagees requesting to be notified of the holding of such meetings shall be sent notices hereof. All mortgagees shall, in any case, be notified of all meetings at which the making of material amendments or additions to deletions from any part of the Master Deed or Bylaws of the Council is to be considered.

4. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a Majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting, at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Master Deed to Cliff View Terrace Condominiums (hereinafter the "Master Deed") or by these Bylaws.

5. Voting Rights. Voting shall be on the basis of one vote per one unit, unless provided otherwise by Statute. The vote of each unit shall be indivisible, and no member or group of members shall be permitted to cast a fraction of the vote to which his unit is entitled.

6. Designation of Voting Representatives. If a unit is owned by one person, his or her right to vote shall be established by the record title to his or her unit. If a unit is owned by husband and wife, either owner (but not both) shall be entitled to vote and to be counted for purposes of a quorum, but, if both are present at a meeting and cannot agree on how to cast a vote on any subject, they shall lose their right to vote on that subject at that meeting unless the Master Deed provides otherwise. If a unit is owned by more than one person (other than husband and wife), or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Council. If a unit is

owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Council. If a unit is owned by a trust or estate, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the trustee or personal representative and filed with the secretary of the Council. If a unit is owned by a partnership, whether general or limited, or a joint venture, the certificate designating voting members shall be signed by all partners or joint adventurers, as the case may be. Said certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the record ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of that unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement of a quorum or for any other purpose.

7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

8. Adjourning Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- Election of chairman of the meeting;
- Calling of the roll and certifying of proxies;
- Proof of notice of meeting or waiver of notice;
- Reading and disposal of any unapproved minutes;
- Reports of officers;
- Reports of committees;
- Election of inspectors of election;
- Election of directors;
- Unfinished business;
- New business;
- Adjournment.

10. Proviso. Every provision contained in this Article I1 shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section 111.16 hereof is held, the affairs of the Council shall be conducted solely and entirely by the Board, and the proceedings of meetings of members of the Council, if any such meetings are held, shall have no effect.

ARTICLE III

Board of Directors

1. (a) Managing of Affairs. The affairs of the Council shall be managed by a board of

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three (3) directors initially, and thereafter the exact number shall be determined by vote of majority of the membership at each annual meeting of the Council. However, any increase or decrease in the number of directors shall not become effective until the next annual meeting of the Council after such increase or decrease is voted. Except as provided in Section 111.16 hereof, each director shall be a unit owner or the spouse of a unit owner, or shall be a member of a partnership or officer or director of a corporation or trustee or beneficiary of a trust which is a unit owner.

(b) Interim Management of Affairs. The management of the condominium project, however, shall be under the exclusive direction and control of the Developer, at the Developer's discretion, until seventy five (75) percent of the condominium units have been sold, transferred and recorded, or until five (5) years have elapsed after the recording date of the Master Deed, whichever event first occurs, at which time, it shall be turned over to the owners of the condominium units.

2. Election of Directors. Except as provided in Section 111.16 hereof, file election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of two (2) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the meeting at which directors are to be elected. The committee shall nominate one person for each director then serving. Additional nominations may be made from the floor of the meeting.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by vote of a majority of the remaining directors, whether or not such a majority constitutes a legal quorum of such Board. If such directors are unable to agree, such vacancy shall be filled by vote of the members at a special meeting.

3. Removal of Directors. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by vote of the majority of the membership at the same meeting.

4. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualifies, or until he is removed in the manner provided in Section 111.3 hereof.

5. Organization Meeting. The organization meeting of a newly-elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no farther notice of the organization meeting shall be necessary.

6. Regular Meetings of Directors. The regular meetings of the Board may be held at

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such time and place as shall be determined, from time to time, by vote of a majority of the Directors. Notice of regular meetings shall be given to each Director by the chairman of the Board if such an officer has been elected, or by the president, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. If a manager or managing agent is employed by the Board of Directors, pursuant to Section W.8 hereof, such manager or managing agent shall receive notice of all meetings in the same manner as Directors and shall be entitled to attend such meetings or to designate a representative to attend such meetings on his or its behalf.

7. Special Meeting of Directors. Special meetings of the Directors may be called by the chairman of the Board, if such an officer has been elected, or by the president, and must be called by the secretary at the written request of one third of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director by the chairman of the Board, if such an officer has been elected, or by the president, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

8. Waiver of Notice of Directors' Meetings. Any Director may waive notice of a meeting in writing before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

9. Quorum of Directors. A quorum at a Directors' meeting shall consist of a majority of the Directors then in office. The acts approved by a majority of those present at a meeting, at which a quorum is present shall, constitute the acts of the Board, except when approval by a greater number of Directors is required by the Master Deed or by these Bylaws.

10. Adjourned Meeting of Directors. If, at any meeting of the Board, there should be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

11. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

12. Presiding Officer at Directors' Meetings. The presiding officer of a Directors' meeting shall be the chairman of the Board, if such an officer has been elected; and, if none, the president shall preside. In the absence of the presiding officer, a majority of the Directors present shall designate one of their number to preside.

13. Order of Business at Directors' Meetings. The order of business at Directors' meetings shall be:
Calling of roll;

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Proof of due notice of meeting;
Reading and disposal of any unproved minutes;
Reports of officers and committees;
Election of officers;
Unfinished business;
New business;
Adjournment.

14. Directors' Fees. Directors' fees, if any, shall be determined by the members. However, this provision shall neither preclude the Board from employing a director, at a compensation established by the Board, as an employee of the Council nor preclude the contracting with a director, at a compensation established by the Board, for the management of the project pursuant to Section IV.8 hereof.

15. Liability of Board of Directors. The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the project. The liability of any unit owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total disability thereunder as his interest in the common elements bears to the interest of all the unit owners in the common elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the project shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in common elements bears to the interests of all unit owners in the common elements.

16. Proviso. Every provision contained in this Article 11 shall be subject to the following proviso: After the Developer has sold, transferred and recorded seventy five (75) percent of the units, or until five (5) years have elapsed after the date of recording the Master Deed, or otherwise at the Developer's discretion if before the aforementioned events, whichever event first occurs, the initial Board designated by the Developer in the Articles of Incorporation of the Council (or appointed by the Developer as hereinafter provided in this Section) shall call a special meeting of the membership for the purpose of electing successors to the initial Board and transacting any and all other business authorized to be transacted by the members. Quorum for said special meeting shall not be required and the successor Board shall be elected by a majority of those unit owners in attendance. Until such special meeting is held and a successor board of directors has been duly elected at such meeting, the Board shall consist of those persons designated by the Developer in the Articles of Incorporation of the Council, and in the event of vacancies the Developer shall fill the vacancies. Directors designated by the Developer in the Articles of Incorporation or to fill vacancies need not be unit owners.

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ARTICLE IV

Powers and Duties of the Board of Directors

1. Powers and Duties of the Board of Directors. All of the powers and duties of the Council existing under the Act, the Master Deed, and these Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Council members when such is specifically required.
2. Assessments. The Board shall levy and collect assessments against members to defray the costs and expenses of the project in the manner provided by the Master Deed.
3. Disbursements. The Board shall use the proceeds of assessments in the exercise of its powers and duties in the manner provided by the Master Deed.
4. Maintenance. The Board shall maintain, repair, replace and operate the project in the manner provided by the Master Deed.
5. Insurance. The Board shall purchase insurance upon the project and insurance for the protection of the Council and its members in the manner provided by the Master Deed.
6. Reconstruction and Improvements. The Board shall reconstruct improvements after casualty and further improve the project in the manner provided by the Master Deed.
7. Rules and Regulations. The board shall make reasonable rules and regulations respecting the use of the project in the manner proved by the Master Deed. Rules and regulations of the Council, until amended, shall be as set forth in the Master Deed and in the Schedule attached hereto and made a part of these Bylaws.
8. Management Contract. The Board may employ to operate the project a professional managing agent at a compensation to be established by the Board and may delegate to such managing agent all powers and duties of the Board and the Council except such as are specifically required by the Master Deed or these Bylaws to have approval of the Board or the Council or the owners within a particular building or unit. Any management agreement must be terminable by the Council for cause upon thirty (30) days' written notice, not contain a cancellation fee and the term of any such agreement must not exceed three (3) years, renewable by agreement of the parties for successive three-year periods.
9. Enforcement. The board shall enforce by legal means the provisions of the Act, the Master Deed, the Bylaws and the rules and regulations for the use of the project.
10. Purchase of Units. The Board, on behalf of the Council, may purchase units in the project, subject to the provisions of the Master Deed.

ARTICLE V

Officers

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1. Executive Officers. The executive officers of the Council shall be a president, who shall be a director; one vice-president; a treasurer and a secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the president shall not be also the secretary or an assistant secretary. The board, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Council. The Board shall have the power to elect an assistant secretary who shall perform the duties of the secretary when the secretary is absent.

2. President. The president shall be the chief executive officer of the Council. He or she shall have all of the powers and duties usually vested in the office of president of a non-stock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the members, from time to time, as he or she, in his or her discretion, may determine appropriate, to assist in the conduct of the affairs of the Council.

3. Vice-president. The vice-president, in the absence or disability of the president, shall exercise such other powers and perform such other duties as shall be prescribed by the Directors. If the Board shall elect more than one vice-president, the Board shall designate the order of seniority of such vice-presidents.

4. Secretary. The secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Council, except those of the treasurer, and shall perform all other duties incident to the office of secretary of a Council and as may be required by the Directors or the president.

5. Treasurer. (a) The treasurer shall have custody of all property of the Council, including funds, securities and evidences of indebtedness. He shall keep the books of the Council in accordance with good accounting practices, including a "Book of Accounts" as required by and defined in KRS 381.865; and he shall perform all other duties incident to the office of treasurer.

(b) The secretary and treasurer may be one person.

6. Compensation. The compensations, if any, of all officers and employees of the Council shall be fixed by the Directors; the Board may delegate authority to fix the compensation of employees to the executive officers.

ARTICLE VI

Fiscal Management

1. Fiscal Management. The provisions for fiscal management of the Council set forth in the Master Deed shall be supplemented by the following provisions:

2. Accounts. The receipts and expenditures of the Council shall be credited and

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charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current expenses", which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year, if any, shall be credited to the Reserve account.

(b) "Reserve", which shall include the funds for maintenance items or improvements that occur less frequently than annually.

3. Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) "Current expenses", the amount of which shall not exceed by fifteen (15%) percent the amount budgeted for this account for the prior years.

(b) "Reserve", the amount of which shall not exceed by fifteen (15%) percent the amount budgeted for this account for the prior year. The amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than a majority of the votes of the entire membership of the Council.

Copies of the budget and proposed assessments shall be transmitted by the Board to each member at least thirty (30) days preceding the fiscal year for which said budget has been made, and, if the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

4. Assessment and Special Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for each fiscal year at least thirty (30) days preceding the beginning of such fiscal year. Such assessment shall be due in twelve (12) equal payments on the first day of each month of the said fiscal year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. Should the annual assessment prove to be insufficient to meet either current expenses or the cost of maintenance or improvements, the budget and assessments may be amended at any time by the Board if the accounts of the amended budget do not exceed the limitations for the year. If any account would exceed such limitation upon amendment of the budget to meet such increased current expenses or maintenance or improvements, the budget shall not be amended except upon approval of the membership of the Council as required by Section VI.3 hereof of such amendments to the budget and of a special assessment to meet such increases. The unpaid assessment for the remaining portion of the calendar year during which the special assessment is made shall be due upon the dates on which the regular assessment is due, and the special assessment shall be paid in equal payments on the payment dates of the annual assessment during the remainder of that calendar year. The first payment of a monthly installment by a unit owner shall be due on the date of delivery of his deed, and shall be equal to that proportion of the installment payment for

the month in which delivery of his deed occurs as the person between the date of delivery of his deed and the last day of the month bears to the number of days in that month. The next payment of a monthly installment shall be due on the first monthly installment payment date falling after the date of delivery of his deed.

5. Reserve Payments. The Board shall have the power to require a purchaser of a unit, at or prior to delivery to the purchaser of the deed to his unit, to make to the Board a reserve payment in an amount of at least \$200.00. All such reserve payments shall be used by the Board as a working capital fund for the initial months of operation of the project, and shall be credited to an account under the classification of "Current Expenses". As provided in Section VI.2(a) hereof, any amounts paid by unit owners as reserve payments that are not used during the first fiscal year of the Council shall be applied to the Reserve Account.

6. Acceleration of Assessment Installments upon Default If a unit owner shall be in default in the payment of an installment upon assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7. Depository. The depository of the Council shall be such bank or banks or federally-insured savings and loan associations as shall be designated from time to time by the Board and in which the monies of the Council shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other withdrawal orders signed by such persons as are authorized by the Board.

8. Audit. If requested by majority vote of the Council at the annual meeting or a special meeting, the Board may require an annual audited financial statement by a CPA. A copy of the statement shall be furnished to each member not later than May 1st of the following year. Said financial statement must be completed no later than 120 days after the end of the Council's fiscal year. The Council shall provide, upon written request from any agency or corporation which has any interest in the project or prospective interest, a copy of the previous years audited financial statement.

9. Fidelity Bonds. Fidelity bonds may be required by the Board from all persons handling or responsible for Council funds. The amount of such bonds may be determined by the Directors. The premiums of such bonds shall be paid by the Council.

10. Rights of Unit Owners and Mortgagees. The Council shall maintain a copy of the Master Deed and any amendments thereto, the Council's Bylaws, the Council's Articles of Incorporation, the financial statements and any other records pertaining to the Condominium. Said documents must be made available for inspection to any unit owner or any insurer, guarantor or holder of mortgage upon request by said party.

11. Proviso. Every provision contained in this Article **VI** shall be subject to the following proviso: Until such time as the special meeting of the membership required by Section 111.16 hereof is held, the initial Board of Directors shall be solely and entirely responsible for the fiscal affairs of the Council, and may prepare a budget in such form and manner as it deems advisable; may omit from such budget allowances for contingencies and reserves; may make reasonable assessments against the unit owners in such amount as the Board deems advisable; and may amend such assessments at any time it deems advisable.

12. Incorporation. The Developer or the Council has or will cause the formation of a Kentucky not-for-profit corporation, with the membership and voting rights in the corporation being the same as membership and voting rights already established for the Council.

ARTICLE VII

Parliamentary Rules

1. Roberts' Rules of Order (last edition) shall govern the conduct of the Council meetings when not in conflict with the Master Deed or these Bylaws.

ARTICLE VIII

Amendments

1. Procedures. These Bylaws may be altered, amended or repealed in the following manner:

(a) Notice of Amendment of Bylaws. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Approval. Approval of an amendment shall be in accordance with the provision contained in Paragraph 24 of the Master Deed.

(c) Prohibitions. No amendments shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent.

(d) Repeal. The repeal of these Bylaws in their entirety and their replacement by new bylaws shall be accomplished in the same manner as provided by this Section VIII for the amendment of these Bylaws.

ARTICLE IX

Dissolution

1. Vote by Membership. The Council may dissolve and windup its affairs at any time upon the appropriate action by the Board and the members in the manner provided in Chapter 273 and Chapter 381 of the Kentucky Revised Statutes, as amended.

ARTICLE X

Miscellaneous

1. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws.

2. Waiver. No restriction, condition, obligation or provision contained in these Bylaws

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 thereof which may occur.

3. Captions. The captions herein are inserted only as a matter of convenience and for referenced, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

5. Notices. Except as otherwise required herein, all notices to the Council and the Board shall be delivered personally or sent by registered or certified mail in care of the manager or managing agent; all notices to any unit owner shall be delivered personally or sent by registered or certified mail to the unit or to such other address as may have been designated by him in writing from time to time to the Board; and all notices to mortgagees of units shall be delivered personally or sent by registered or certified mail to their respective addresses as designated by them in writing from time to time to the Board. All notices sent by mail shall be deemed to have been given when mailed.

6. Lease restrictions. Any lease or rental agreement for a unit must be in writing.

7. Pets. (a) ~~Only one pet, a dog or a cat~~ No more than two pets, dogs and/or cats, with a total maximum weight of fifty (50) pounds, may be kept in a unit. No exotic animals ~~may be kept in a unit~~ allowed [Amended May 16, 2010.] (the term "exotic" includes, but is not limited to, reptiles, rodents, monkeys, pigs, or birds). Owners must keep their dogs or cats from creating a nuisance that would interfere with other co-owners' enjoyment of life in the condominium community. The pet owner must keep his/her dog or cat on a hand-held leash or in a carrier when outside of the unit. The owner may not stake or tie a pet in any common area or on the terraces. Structures for housing or keeping a pet may not be placed or maintained in any common area or on the terraces. An owner must control dog barking or any other noise that disturbs the other co-owners' reasonable expectation of quiet enjoyment of their homes. An owner must immediately dispose of the waste created by his/her pet. An owner is responsible for paying the cost of any property damage he/she allows his/her pet to cause in any part of the common areas.

(b) Compliance Procedures. The Board or its agents will notify the owner who does not follow the Bylaws regarding pets and who allows the pet to create a nuisance. After the Board has notified the owner in writing of the action he/she must take to solve the problem and the time frame allowed, the Board has the right to permanently remove the pet from the condominium property if the owner has not responded appropriately to correct the problem. Any co-owner may make a reasonable complaint regarding an owner who creates a nuisance with his/her pet. The complaint may be addressed to Board or its agents. No anonymous complaints will be accepted. The foregoing Bylaws and the attached Rules and Regulations were adopted as the Bylaws and Rules and Regulations of Cliff View Terrace Condominiums Council of Cliff View Terrace

Condominiums.

8. Nuisance or Disorderly Conduct. Pursuant to paragraph 17(e) of the Master Deed for the Cliff View Terrace Condominiums, dated the 22nd day of June 2007, and appearing of record in Deed Book 9058, Page 342, which prohibits "noxious or offensive activity," any unit owner, or his/her occupant and/or tenant, who causes a nuisance or engages in disorderly conduct, a warning and/or fine shall be assessed against the unit owner as follows:

<u>First offense -</u>	<u>Verbal warning</u>
<u>Second Offense -</u>	<u>Written warning</u>
<u>Third Offense -</u>	<u>\$250.00 fine</u>
<u>Fourth Offense -</u>	<u>\$500 fine</u>

The definition of nuisance and disorderly conduct is, but is not limited to, conduct which breaches the peace, disturbs those who hear it or see it, or endangers the morals, safety or health of the Cliff View Terrace Condominiums. [Added: **Amended May 16, 2010.**]

9. Move-In and Move-Out Rules and Regulations. Pursuant to paragraph 10(c), et seq., of the Master Deed for the Cliff View Terrace Condominiums, dated the 22nd day of June 2007, and Paragraphs (1) and (7), Article IV, of the Bylaws, for the Cliff View Terrace Condominiums, the Board of Directors of the Council is vested with the authority to establish reasonable rules and regulations governing move-ins and move-outs of homeowners/tenants, including, but not limited to, the following:

- 1) Defining a Move for application of such move-in and move-out rules;
- 2) Use of Elevators and common areas;
- 3) Requiring Authorization forms or similar documentation;
- 4) Requiring Notice;
- 5) Assessing moving fees;
- 6) Establishing moving days, times and/or hours;
- 7) Establishing policies and fees for violations and unauthorized moves; and
- 8) Establishing rules to handle debris, damages, etc., caused by moves.

[Added: **Amended May 16, 2010.**]