

**AMENDMENT TO THE MASTER DEED AND
DECLARATION FOR
"THE CLIFF VIEW TERRACE CONDOMINIUMS"**

This Amendment made and entered into by Cliff View Terrace, LLC, hereinafter referred to as "Developer"

WITNESSETH:

WHEREAS, by a Condominium Declaration of Master Deed for Cliff View Terrace Condominiums dated June 22, 2007, and appearing of record in Deed Book 9058, Page 342, Apartment Ownership Book 120, Pages 61-64, Clerk's File No. 2455 in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the horizontal property law, as amended; and

WHEREAS, through drafting error, the Paragraph 6(e) and 6(f) of the Master Deed are incorrect and need to be amended and re-stated.

WHEREAS, Developer is the owner, and pursuant to Paragraph 23 of the Master Deed wishes to correct the drafting error in the Master Deed;

NOW, THEREFORE, the Developer for the purposes herein above set forth and in accordance with the powers conferred and reserved to Developer in Paragraph 23 of the Master Deed for "Cliff View Terrace Condominiums," recorded, does hereby amend the Master Deed by amending and re-stating the following paragraph in the Master Deed:

Paragraph 6(e) Parking spaces. Parking spaces are those areas as shown on the plans simultaneously filed simultaneously herewith and are recorded in Apartment Ownership Book 125, Pages 25-28, Clerk's file number all in the office of the Jefferson County Clerk. The parking spaces are numbered 1 through 41. Parking spaces are limited common elements and

benefiting a particular unit owner who has purchased the "exclusive right to use" said parking space. Said right can be transferred and sold among the unit owners. All expenses of maintaining and repairing the parking spaces shall be paid by the Council.

Paragraph 6(f) Storage closets. Storage Closets are those areas as shown on the plans filed simultaneously herewith and are recorded in Apartment Ownership Book 125, Pages 25-28 Clerk's file number all in the office of the Jefferson County Clerk. They are numbered Closets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. 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 closet shall be paid by the Council.

The previous provisions in Paragraphs 6(e) and 6(f) of the Master Deed are hereby declared void and the amendments stated above hereby control.

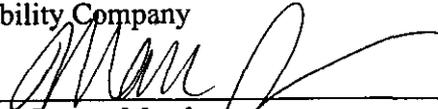
Except as set forth herein, the Declaration of Master Deed for "Cliff View Terraces Condominiums" shall remain in full force and effect.

Developer hereby verifies true all of the information contained in the amendment.

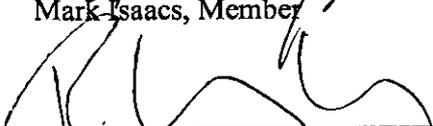
IN TESTIMONY WHEREOF, witness the signature of Mark Isaacs and Reed Weinberg, Members of Cliff View Terrace, LLC, this 7th day of August, 2008.



Cliff View Terrace, LLC, a Kentucky Limited Liability Company



Mark Isaacs, Member



Reed Weinberg, Member

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 27th day of August, 2008 by Mark Isaacs and Reed Weinberg, both Members of Cliff View Terrace, LLC, a Kentucky Limited Liability Company, Developer.



Notary Public, Jefferson County, Kentucky
My Commission Expires: 1-31-09

This Instrument Prepared By:


Russell D. Ford, Attorney
Mattingly-Ford, P.S.C.
1650 UPS Drive, Suite 102
Louisville, KY 40223
(502) 212-7000

Document No.: DN2008115198
Lodged By: MATTINGLY FORD TITLE
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County Clerk: BOBBIE HOLSCAW-JEFF CO KY
Deputy Clerk: EVERAY

END OF DOCUMENT

Recorded In Condo Book
No. 125-25-28
Part No. 2646

**AMENDMENT TO THE MASTER DEED AND
DECLARATION FOR
"THE CLIFF VIEW TERRACE CONDOMINIUMS"**

This Amendment made and entered into by Cliff View Terrace, LLC, hereinafter referred to as "Developer"

WITNESSETH:

WHEREAS, by a Condominium Declaration of Maser Deed for Cliff View Terrace Condominiums dated June 22, 2007, and appearing of record in Deed Book 9058, Page 342, Apartment Ownership Book 120, Pages 61-64, Clerk's File No. 2455 in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the horizontal property law, as amended; and

WHEREAS, through drafting error, the square footage of Unit 1 (2415 Brownsboro Road) was stated incorrectly in the Master Deed.

WHEREAS, Developer is the owner, and pursuant to Paragraph 23 of the Master Deed wishes to correct the drafting error in the Master Deed;

NOW, THEREFORE, the Developer for the purposes herein above set forth and in accordance with the powers conferred and reserved to Developer in Paragraph 23 of the Master Deed for "Cliff View Terrace Condominiums," recorded, does hereby amend the Master Deed by:

1. Stating that the Square footage for Unit (2415 Brownsboro Road) is 1155 square feet.
2. Amending the schedule of percentage of ownership interest in the common elements appurtenant to each unit to read as follows:

<u>UNIT</u>	<u>SQ. FEET</u>	<u>% INTEREST</u>
1 (2415 Brownsboro Rd)	1155	3.752%
2 (300 Idlewyde Drive)	635	2.063%
101	857	2.784%
103	872	2.833%
105	872	2.833%
107	576	1.871%
109	595	1.933%
201	1065	3.460%
202	1365	4.426%
203	734	2.384%
205	1459	4.739%
301	1067	3.465%
302	732	2.378%
303	1062	3.450%
304	706	2.293%
305	734	2.384%
307	1438	4.671%
309	1088	3.534%
310	1112	3.612%
311	1088	3.534%
312	1086	3.528%
313	1090	3.541%
401	1092	3.547%
402	896	2.911%
403	1203	3.908%
407	1863	6.052%
408	1075	3.492%
409	1085	3.525%
410	1086	3.528%
411	1096	3.560%
Total	30,784	100%

Except as set forth herein, the Declaration of Master Deed for "Cliff View Terraces Condominiums" shall remain in full force and effect.

Developer hereby verifies true all of the information contained in the amendment.

IN TESTIMONY WHEREOF, witness the signature of Mark Isaacs and Reed Weinberg, Members of Cliff View Terrace, LLC, this 12 day of September, 2007.

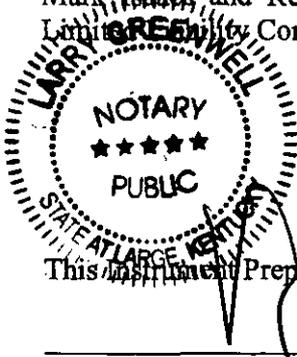
Cliff View Terrace, LLC, a Kentucky Limited Liability Company

Mark Isaacs
Mark Isaacs, Member

Reed Weinberg
Reed Weinberg, Member

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before this 12 day of September, 2007 by Mark Isaacs and Reed Weinberg, both Members of Cliff View Terrace, LLC, a Kentucky Limited Liability Company, Developer.



Larry Greenwell
Notary Public, Jefferson County, Kentucky
My Commission Expires: 1-31-09

This instrument Prepared By:
Russell D. Ford
Russell D. Ford, Attorney
Mattingly-Ford, P.S.C.
1650 UPS Drive, Suite 102
Louisville, KY 40223
(502) 212-7000

Document No.: DN2007165115
Lodged By: MATTINGLY FORD TITLE
Recorded On: 10/11/2007 12:50:13
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: EVMAY

END OF DOCUMENT

Recorded in Condo Book
No. 122 Page 27-28
Part No. 2512

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AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF
The Cliff View Terrace Condominiums

This Amendment is made and entered into as of the 19th day of March, 2009, by Cliff View Terrace, LLC, ("Grantor").

RECITALS

WHEREAS:

- A. Grantor placed to record a Master Deed and Declaration of Condominium Property Regime of The Cliff View Terrace Condominiums, dated 06/22/07, of record in Deed Book 9058, Page 342, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal condominium property regime (the "Regime") certain real property described in the Declaration and as Amended in Deed Book 9120, Page 220 and further amended in Deed Book 9271 Page 93.
- B. The Site Plan is recorded in the office aforesaid in Apartment Ownership Book 120, Pages 61-64, Clerk's File No. 2455.
- C. Article 23 Section A gives the Developer the right to amend the Declaration.
- D. Developer desires to amend the Declaration in its entirety to add certain provisions required by governmental agencies for the purposes of securing financing for the purchase of individual units.

NOW, THEREFORE, pursuant to its powers reserved in Article 23 Section A of the Declaration, Grantor hereby amends the Declaration to include the following. This Amendment shall be construed as far as possible to supplement the Declaration. If there is a conflict between the Declaration or the Bylaws or any other document, this Amendment shall control, even if an earlier article that the earlier article shall control in of conflict.

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

Paragraph 13(d) is hereby amended as follows: any reference to Norton Commons shall be deleted and "Cliff View Terrace Condominiums" shall be substituted for same.

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 right of action against the owners 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 of the common elements and limited common elements, (except land, foundation, excavation and other items normally excluded from 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 located 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 the designee of FNMA or FHLMC; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

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

5. **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 persons 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 owner's 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 other 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 contract insurance, and comprehensive automobile liability insurance.
6. **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 to 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 association, 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.

Cliff View Terrace, LLC

By: [Signature]
As: Managing Member

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on the 20th day of March, 2009 by Mark Isaac as managing member for Cliff View Terrace, LLC, Grantor.

[Signature]
Notary Public, State-at-Large, KY
My Commission Expires: 9/7/2009

This Instrument Prepared By:
[Signature]
Borders & Borders, Attorneys
920 Dupont Road
Louisville, Kentucky 40207
(502) 894-9200

Document No.: DN2009050061
Lodged By: BORDERS & BORDERS
Recorded On: 04/13/2009 11:01:04
Total Fees: 19.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: EVENAY

END OF DOCUMENT

**AMENDMENT, CHANGE, AND/OR MODIFICATION
TO MASTER DEED OF
THE CLIFF VIEW TERRACE CONDOMINIUMS,
A CONDOMINIUM PROPERTY REGIME,
2411 BROWNSBORO ROAD, LOUISVILLE, KENTUCKY 40206**

WHEREAS, real property located within the condominium known as The Cliff View Terrace Condominiums, a Condominium Property Regime, 2411 Brownsboro Road, Louisville, Kentucky 40206, by a Condominium Declaration of 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 in the Office of the County Clerk of Jefferson County, and amended by Amendment of record in Deed Book 9377, Page 1, in the Office of the County Clerk aforesaid; and,

WHEREAS, at meeting(s) of the Council of Co-Owners of The Cliff View Terrace Condominiums, held on May 16, 2010, and pursuant to Paragraph 23 *et seq.*, of the Master Deed; and,

WHEREAS, the Council of Co-Owners desires to make amendments, changes, and/or modifications to the Master Deed; and,

WHEREAS, the Council of Co-Owners desires to ensure the continued physical health, financial health, safety, well-being, and growth of The Cliff View Terrace Condominiums; and,

WHEREAS, the Council of Co-Owners desires to proactively address any possible or potential vagaries and/or inconsistencies within the Master Deed; and,

WHEREAS, certain actions and inactions of the Developer have the Council of Co-Owners desiring to proactively address potential side-effects, results, and consequences of the Developer's actions and inactions; and,

WHEREAS, the Council of Co-Owners has deemed it necessary to make certain amendments, changes, clarifications, or modifications to the Master Deed, to address: 1) the Developer's rights in administering or impacting The Cliff View Terrace Condominiums, a Condominium Property Regime, 2411 Brownsboro Road, Louisville, Kentucky 40206; 2) responsibilities for liens, assessments, dues, expenses, etc.; 3) the right to subdivide units; 4) use and occupancy of units and common areas and facilities; and 5) other amendments, changes, or modifications necessary to protect both the fiscal and physical health of The Cliff View Terrace Condominiums, a Condominium Property Regime.

NOW, THEREFORE, the Council of Co-Owners (herein "Council") for the purposes hereinabove set forth, does hereby amend, change, clarify, or modify the Master Deed by:

A. Modifying Paragraph 2 -- "Definitions," subsection (a), as follows:

Paragraph 2 -- "Definitions," subsection (a), shall include the following definition:

- 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.

B. Changing Paragraph 4 -- "Units," subsection (d), as follows:

Paragraph 4 -- "Units," subsection (d) is changed to read, in its entirety, as follows:

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 only with the prior written approval of the Board of Directors of the Council. No other owner shall subdivide any until except as provided for in KRS 381.827.

C. Changing Paragraph 6 -- "Definition and Description of Limited Common Elements," subsection (f), "Storage closets", as follows:

Paragraph 6 -- "Definition and Description of Limited Common Elements," subsection (f), "Storage closets" is changed to read, in its entirety, as follows:

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 individual owner.

D. Removing Paragraph 9 -- "Unpaid Common Expenses Constitute a Lien," subsection (d), in its entirety. Paragraph 9(d) will read as follows:

Removed, in its entirety.

E. Changing Paragraph 17 -- "Use and Occupancy of Units and Common Areas and Facilities," subsection (a), as follows:

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 at least sixty-seven (67%) percent of the unit owners in Good Standing. Amendments, changes, and modification shall include, but are not limited, to the following:

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 repair;
5. Reallocation of interests in the general or limited common elements, or rights to their use;
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 owner to sell, transfers, or other convey a unit;
18. Any provisions which are for the express benefit of holder, guarantors or insurers of first mortgages.

K. Changing Paragraph 23 -- "Amendments," subsection (c), as follows:

Paragraph 23 -- "Amendments," subsection (c) is changed, to read in its entirety, as follows:

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 at least sixty-seven (67%) percent of the unit owners in Good Standing.

L. Deleting Paragraph 23 -- "Amendments," subsection (d).

Paragraph 23 -- "Amendments," subsection (d) is hereby deleted, in its entirety.

M. Changing Paragraph 23 -- "Amendments," subsection (e), as follows:

Paragraph 23 -- "Amendments," subsection (e) is changed, to read in its entirety, as follows:

Any amendment change or modification to this Master Deed or Bylaws shall confirm to the provisions of the Horizontal Property Law and shall be effective upon recordation thereof. Any amendments to the Master Deed must be recorded.

N. Deleting Paragraph 27

Paragraph 27 -- "Consent of Lien Holder," is hereby deleted, in its entirety.

IN TESTIMONY WHEREOF, witness the signature of John P. Davis.

Board Member and President of the Council of Co-Owners of The Cliff View Terrace

Condominiums, this the 16th day of May, 2010.

John P. Davis
John P. Davis, President

Commonwealth of Kentucky)
County of Jefferson)



Sworn to before me on this the 16th day of May, 2010.

[Signature]

Notary Public
State at Large

My Commission Expires:

CHAD EVANS
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES MAR. 20, 2011

CHAD EVANS
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES MAR. 20, 2011

IN TESTIMONY WHEREOF AND PURSUANT TO THE MASTER DEED, the following owners approve of these amendments, changes, and/or modifications, this the 16th day of May, 2010.

Unit 1 - 2415 Brownsboro (@5.931%): Nanci Buel

Unit 2 - 300 Idlewyde (@2.016%): _____

Unit 101 (@2.721%): Jessica Nusan

Unit 103 (@2.769%): Eric K. Callan

Unit 105 (@2.769%): _____

Unit 107 (@1.829%): Salatte Proxy for Tim Lucken

Unit 109 (@1.889%): _____

Unit 201 (@3.381%): Hathorn Hays

Unit 202 (@4.334%): Salatte Proxy for Nate Smith

Unit 203 (@2.330%): J.P. Davis

Unit 205 (@4.632%): J. G. Wylie

Unit 301 (@3.388%): _____

Unit 302 (@2.324%): Claire Lamm

Unit 303 (@3.372%): Keine Pericen

Unit 304 (@2.241%): Salatte Proxy for Neil Gupta

Unit 305 (@2.330%): Anthony Redd

Unit 307 (@4.566%):

Unit 309 (@3.454%):

Unit 310 (@3.530%):

Unit 311 (@3.454%):

Unit 312 (@3.448%):

Unit 313 (@3.461%):

Unit 401 (@3.467%):

Unit 402 (@2.845%):

Unit 403 (@3.891%):

Unit 407 (@5.915%):

Unit 408 (@3.413%):

Unit 409 (@3.445%):

Unit 410 (@3.448%):

Unit 411 (@3.480%):

Adrian Neplew

Salattie Proxy for Jennifer Hartlage

Salattie Proxy for Dave Huber

Salattie

Salattie Proxy for Janice Kemp

Carl Holthaus *Maria Holthaus*

Bill Smith

Ruth Allen

Salattie

Angie Cizet

Salattie Proxy for Mary Ellen Banning

Don [Signature]

@ = around

Prepared By:

Jason Todd Hardin

Jason Todd Hardin, Esq.
Hardin Law PLLC
P. O. Box 9537
Louisville, KY 40209
(502) 445-2673

Document No.: DN2010095566
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Total Fees: 25.00
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County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: TERHIG

CND
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**AMENDMENT TO THE MASTER DEED AND
DECLARATION FOR
THE CLIFF VIEW TERRACE CONDOMINIUMS
A CONDOMINIUM PROPERTY REGIME**

This Amendment made and entered into by the Cliff View Terrace Condominiums Council of Co-Owners (the "Council").

RECITALS

WHEREAS, by a Condominium Declaration of Master Deed for The Cliff View Terrace Condominiums, a Condominium Property Regime, dated June 22, 2007, and appearing of record in Deed Book 9058, Page 342, in the office of the County Clerk of Jefferson County, Kentucky, as amended by Amendment of record in Deed Book 9120, Page 220, in the office of the County Clerk aforesaid, as amended by Amendment of record in Deed Book 9377, Page 1, in the office of the County Clerk aforesaid, and as amended by Amendment of record in Deed Book 9592, Page 460 in the office of the County Clerk aforesaid, certain real property described therein was subjected to a horizontal condominium property regime;

WHEREAS, the Council and the unit owners desire to amend such Master Deed to provide the Council with the power and authority to assign its right to future income, including the right to receive common expense assessments, for the purpose of securing financial accommodations obtained by the Council to perform its duties and obligations under the declaration; and

WHEREAS, at a meeting of the Council and unit owners, held on November 7, 2011, and pursuant to the provisions of the Master Deed, the Council and the unit owners approved the aforesaid amendment by the affirmative vote of the entire Council and at least sixty-seven (67%) of the votes of unit owners entitled to be cast on such amendment.

NOW, THEREFORE, the Council, for the purposes hereinabove set forth, does hereby amend the Master Deed as follows:

Adding a new paragraph 29, which shall read in its entirety as follows:

29. Right to Assign Rights to Future Income

The Council may assign its right to future income, including the right to receive common expense assessments, for the purpose of securing financial accommodations obtained by the Council to perform its duties and obligations under the Master Deed.

IN WITNESS WHEREOF AND PURSUANT TO THE MASTER DEED, the following unit owners approved this amendment this 7th day of November, 2011.

Unit 1: _____

300 *Chris Anderson*

Unit 101: _____

G.P. - DAW'S (proxy)

Unit 103: _____

Unit 105: _____

Letellier (proxy)

Unit 107: _____

Letellier (Proxy)

Unit 109: _____

Chris Anderson

Unit 201: _____

Letellier Proxy

Unit 202: _____

Claire Long

Unit 203: _____

G.P. - DAW'S

Unit 205: _____

G.P. - DAW'S (proxy)

Unit 301: _____

Unit 302: _____

Claire Long

Unit 303: _____

Mine Breiden

Unit 304: _____

Unit 305: _____

~~*Letellier (Proxy)*~~

Unit 307: _____

Chris Anderson

Unit 309: _____

Letellier (Proxy)

Unit 310: _____

Letellier (Proxy)

Unit 311: _____

Unit 312: _____

Shi

Unit 313: Salter (Proxy)

Unit 401: Salter (Proxy)

Unit 402: Salter (Proxy)

Unit 403: Keith Allen

Unit 407: Anna Miller

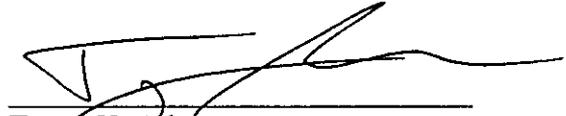
Unit 408: Salter

Unit 409: Carol Cuyler

Unit 410: Mary Ellen Benning

Unit 411: Deer

The foregoing instrument was prepared by:



Tyson K. Adams
 STITES & HARBISON
 1800 West Market Street, Ste. 1800
 Louisville, Kentucky 40202

CL125:00CL2:856700:1:LOUISVILLE

Document No.: DN2011138114
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 Deputy Clerk: JOLCAR

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**AMENDMENT TO MASTER DEED
OF
THE CLIFF VIEW TERRACE CONDOMINIUMS**

The Council of Co-Owners of The Cliff View Terrace Condominiums, hereby gives notice this 14th day of July, 2013, of its adoption of the following Amendment to the Master Deed for The Cliff View Terrace Condominiums, recorded in Deed Book 9058, Page 342, in the Office of the County Clerk of Jefferson County, Kentucky, and any subsequent amendments thereto, including but not limited to: Amendment of record in Deed Book 9377, Page 1, and Amendment of record in Deed Book 9592, Page 460, all in the Office of the County Clerk of Jefferson County, Kentucky, and collectively referred to herein as the "Master Deed."

WHEREAS, the Council of Co-Owners of The Cliff View Terrace Condominiums wishes to amend the Master Deed; and

WHEREAS, as provided in Section 23 of the original Master Deed, this Amendment was adopted by a vote of more than 67% of the unit owners in good standing who have approved the following Amendment to the Master Deed, and the Master Deed is so amended, as follows:

NOW, THEREFORE, Section 17(k) of the Master Deed is hereby amended to read as follows:

For all leased units, all lease terms shall be for no less than six (6) months. Copies of leases and related agreements shall be furnished to the Board.

The Master Deed is amended as set forth above and no further, and is restated and incorporated herein by reference.

WITNESS our signatures this 22nd day of July, 2013.

COUNCIL OF CO-OWNERS OF THE
CLIFF VIEW TERRACE CONDOMINIUMS

By: 
Name: SCOTT CIRCO
As: President

By Mary Ellen Buning
Name: SR MARY ELLEN BUNING
As: Secretary

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Subscribed, sworn and acknowledged before me this 22nd day of July, 2013, by Scott Circo, as President of the Council of Co-Owners of The Cliff View Condominiums.

Sarah R. Shipley
Notary Public - State at Large
State of Kentucky
My Commission Expires: September 16, 2014

[Signature]
Notary Public, State at Large, Kentucky
My Commission expires September 16, 2014

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Subscribed, sworn and acknowledged before me this 24th day of July, 2013, by Mary Ellen Buning, as Secretary of the Council of Co-Owners of The Cliff View Condominiums.

Levi Kiper
Notary Public, State at Large, Kentucky
My Commission expires 9/13/16

THIS DOCUMENT PREPARED BY:

[Signature]
Dennis J. Stilger, P.S.C.
6000 Brownsboro Park Blvd., Suite H
Louisville, KY 40207
Tel: (502) 893-8557
Fax: (502) 894-9503
e-mail: djstilger@insightbb.com

IN TESTIMONY WHEREOF AND PURSUANT TO THE MASTER DEED, the following owners approve of these amendments, changes, and/or modifications, this the

14th day of July 2013 @ 7:00 pm

Unit 1 - 2415 Brownsboro (@5.931%): Mary Ellen Bunney PROXY

Unit 2 - 300 Idlewyld (@2.016%): [Signature]

Unit 101 (@2.721%): Mary Ellen Bunney PROXY

Unit 103 (@2.769%): _____

Unit 105 (@2.769%): _____

Unit 107 (@1.829%): [Signature]

Unit 109 (@1.889%): [Signature]

Unit 201 (@3.381%): Kathleen S. Hayer

Unit 202 (@4.334%): _____

Unit 203 (@2.330%%): Mary Ellen Bunney PROXY

Unit 205 (@4.632%%): [Signature]

Unit 301 (@3.388%): _____

Unit 302 (@2.324%): Mary Ellen Bunney PROXY

Unit 303 (@3.372%): [Signature]

Unit 304 (@2.241%): _____

Unit 305 (@2.330%): _____

Unit 307 (@4.566%): *[Signature]*

Unit 309 (@3.454%): *Mary Ellen Buning* Proxy

Unit 310 (@3.530%): *Mary Ellen Buning* Proxy

Unit 311 (@3.454%): _____

Unit 312 (@3.448%): *[Signature]*

Unit 313 (@3.461%): *Mary Ellen Buning* Proxy

Unit 401 (@3.467%): *Mary Ellen Buning* Proxy

Unit 402 (@2.845%): *Mary Ellen Buning* Proxy

Unit 403 (@3.891%): *Ruth Sela*

Unit 407 (@5.915%): *[Signature]*

Unit 408 (@3.413%): *[Signature]*

Unit 409 (@3.445%): *Mary Ellen Buning* Proxy

Unit 410 (@3.448%): *Mary Ellen Buning*

Unit 411 (@3.480%): *[Signature]*

@ = around

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Document No.: DN2013140797
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 Recorded On: 07/30/2013 08:41:27
 Total Fees: 16.00
 Transfer Tax: .00
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 Deputy Clerk: JOLCAR



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2022069677

BATCH # 375783

JEFFERSON CO, KY FEE \$137.00

PRESENTED ON: 02-25-2022 2 02:46:35 PM

LODGED BY: HEBEL & HORNUNG

RECORDED: 03-25-2022 02:46:35 PM

BOBBIE HOLSCRAW

CLERK

BY: CINDY WELSH

INDEXING CLERK

BK: D 12310

PG: 790-824

34
CND

**AMENDED AND RESTATED DECLARATION OF A MASTER DEED
FOR
THE CLIFF VIEW TERRACE CONDOMINIUMS
A CONDOMINIUM PROPERTY REGIME**

This Amended and Restated Master Deed made this 23rd day of March, 2022, by the requisite sixty-seven percent (67%) of Unit Owners, and at least fifty-one percent (51%) of the eligible first mortgagees of Cliff View Terrace Condominiums as evidenced by their signatures below.

WITNESSETH:

WHEREAS, the Developer/Declarant, Cliff View Terrace, LLC, was the owner in fee simple of the land described below and made a part hereof; and

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

WHEREAS, the original Master Deed and Declaration of Condominium Property Regime of Cliff View Terraced Condominiums dated June 22, 2007 was recorded in Deed Book 5135, Page 287 in the Jefferson County Clerk's Office, and was amended by an Amendment dated September 12, 2007 of record in Deed Book 9120, Page 220, and further amended by an Amendment dated August 7, 2008 of record in Deed Book 9271, Page 93, and an Amendment dated March 19, 2009 of record in Deed Book 9377, Page 1, and was attempted to be further amended by an Amendment dated May 16, 2010 of record in Deed Book 9592, Page 460, and by an Amendment dated November 7, 2011 of record in Deed Book 9795, Page 572 and by an Amendment dated July 14, 2013 in Deed Book 10110, Page 482 all in the aforesaid Clerk's Office; and

WHEREAS, the Developer has previously turned over control of the Association to its members; and

WHEREAS, Article 23 of the Master Deed provides that it may be amended “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.”; and

WHEREAS, Article 23 also provides that for first mortgage holders to be eligible voters they must have requested in writing to the Council their desire for notice of an amendment vote; and

WHEREAS, no first mortgage holder has made a request in writing to the Council of their desire for notice of an amendment vote, and thus no mortgage approval is required for this amendment; and

WHEREAS, the requisite sixty-seven percent of the votes in the Council have signed this Amended and Restated Master Deed which shall replace in its entirety the original Master Deed;

NOW, WHEREFORE, the Association declares as follows:

1. Legal Description of Land

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 of record in Plat Book 122 Page 27 of the aforesaid Clerk's Office.

Said Real estate and all improvements thereon and appurtenant thereto shall be known as "Cliff View Terrace Condominium"

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. "Kentucky Condominium Act" refers to the applicable provisions of KRS 381.9101 to KRS 381.9207 that apply to condominium regimes that were in existence prior to January 1, 2011.
- vi. "Good standing" means an owner who is not in violation of the Master Deed, Bylaws and/or any Rule and Regulation and is current and up-to-date on all financial obligations (including but not limited to fees, dues, assessments, expenses, penalties, liens, etc.) owed to the Council.

(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

Said building is situated on the real estate and are fully described in a set floor plans of the buildings filed of record in Apartment Ownership Book 120 Pages 61-64 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 of

record in Apartment Ownership Book 120, Page 61-64, Apartment Ownership Book 122, Pages 27, and Apartment Ownership Book 125, Page 25 all in the Office of the Jefferson County Clerk.

(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.

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 and window frames. 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 and screens.
- (e) Heating and air conditioning units.
- (f) Terraces and balconies, if any

(e) Parking spaces. Parking spaces are those limited common element areas as shown on the plans filed of record in Apartment Ownership Book 125, Pages 25-28, Clerk's file number all in the office of the Jefferson County Clerk. The parking spaces are numbered 1 through 41, and some have been previously assigned or transferred for the exclusive use of particular units as set forth below. The rights and use of the parking space(s) cannot be transferred or sold except as provided in paragraph 6(i) below. All expenses of maintaining and repairing parking spaces shall be paid by the Council. The parking spaces are assigned as follows:

<u>Parking Space No.</u>	<u>Unit No. assigned said space</u>
01	101
02	103
03	105
04	107
05	401
06	2415
07	301
08	309
09	313
10	409
11	304
12	305
13	307
14	302
15	307
16	107
17	303
18	109
19	407
20	301
21	201
22	203
23	205
24	303
25	407
26	408
27	205
28	410
29	202
30	202
31	310
32	311

33	HOA
34	411
35	402
36	309
37	403
38	201
39	312
40	HOA
41	HOA

A drawing indicating the location in the building of each of these parking spaces is included in Exhibit A.

(f) Storage closets. Storage Closets are those limited common element areas as shown on the plans of record in Apartment Ownership Book 125, Pages 25-28 in the office of the Jefferson County Clerk. They are numbered Closets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. Storage closets are limited common elements that benefit a particular unit owner who has the "exclusive right to use" said storage closet. The rights and use of storage closets cannot be transferred or sold except as provided in paragraph 6(i) below. All expenses of maintaining and repairing storage closets shall be paid by the Unit Owner.

(g) Such other limited common elements which are agreed upon by the Council, by and through the Board, 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.

(h) All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefited thereby, except for parking spaces and that which is covered under Common Expenses. Additionally, 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.

(i) Limited common elements are not to be considered transferrable parcels of real estate, tracts, or units, and the right to use same cannot be transferred or assigned to any person or entity who is not a Unit Owner. Unassigned parking spaces and storage closets may be assigned by the Board of Directors to a specific Unit Owner. Previously assigned or transferred parking spaces and storage closets may be assigned by the respective Unit Owner to another Unit Owner, by the filing of a written Assignment of the parking space or storage unit, which must be recorded in the office of the County Clerk to be effective.

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:

Unit	Sq. Feet	% Interest
1 (2415 Brownsboro Rd)	1155	3.752%
2 (300 Idlewylde Drive)	635	2.063%

101	857	2.784%
103	872	2.833%
105	872	2.833%
107	576	1.871%
109	595	1.933%
201	1065	3.460%
202	1365	4.426%
203	734	2.384%
205	1459	4.739%
301	1067	3.465%
302	732	2.738%
303	1062	3.450%
304	706	2.293%
305	734	2.384%
307	1438	4.671%
309	1088	3.534%
310	1112	3.612%
311	1088	3.534%
312	1086	3.528%
313	1090	3.541%
401	1092	3.547%
402	896	2.911%
403	1203	2.908%
407	1863	6.052%
408	1075	3.492%
409	1085	3.525%
410	1086	3.528%
411	1096	3.560%
Total	30,784	100.00%

(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; © 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.

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 shall be established for the initial months of the project operations equal to at least a two months' estimated common area charge for each unit.

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. The assessment lien shall include 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. The unit owner shall also be reasonable for all collection costs, including but not limited, reasonable attorney's fees, court costs, filing fees, collection fees and any other expenses incurred by the Council in enforcing the assessment or collecting the assessment.

(b) Late charge, interest and cost. The Council may impose a late charge and/or interest 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 and/or interest shall be in an amount determined by the Board.

(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, by and through the Board, shall notify any valid first mortgage holder of said delinquency if the mortgage previously requested such notification.

(d) Removed, in its entirety.

(e) Violation of this Amended and Restated Master Deed, the By-laws or any Regime rules adopted by the Board of Administration, may be remedied by the Board, or its agent, by the imposition of reasonable fines as determined by the Board. The Unit owner shall be responsible for all costs and reasonable attorney's fees incurred by the Council, by and through the Board, in enforcing these restrictions, the By-laws or any Regime rule adopted by the Board. Any unpaid fine shall be collected in the same manner as past due assessments, shall be subject to late fee(s) and the unit owner shall be responsible for all reasonably attorney fees and costs incurred by the Council in collecting any unpaid fine.

10. Administration of the Condominium Regime.

(a) Developer previously created 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, by and through the 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, the Kentucky Condominium Act, this Master Deed, the Bylaws of the Council and all project rules and regulations adopted by the Board.

(d) The Council, by and through the Board, may assign its rights to future income, including the right to receive common expense assessments, for the purpose of securing financial accommodations obtained by the Council to perform its duties and obligations under this Amended and Restated Master Deed.

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 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 from 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.

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 located 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. In no event shall the "master" or "blanket" policy cover the unit's fixtures, equipment or other property within the units.

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

(b) The Council shall also be required to maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Council, 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, and maintenance or use of the common elements. 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 contract insurance, and comprehensive automobile liability insurance.

(c) There may be named as an insured on behalf of the Council, the owners association's authorized representative, including any trustee with whom the Council 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.

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, by and through the Board, 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, by and through the Board, 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 Board 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 Board. If the Unit Owner and the Board 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 that shall apply Kentucky law and shall occur in Jefferson County, Kentucky, 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 in the Commonwealth of Kentucky. The expense of the arbitration shall be split between the Unit Owner and the Council, with each party being responsible for its own attorney's fees and costs.

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

(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 redetermined 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, by and through the Board, 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 *Cliff View Terrace Condominiums*.

(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 Board, 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 Board, 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 Board, 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/her respective mortgagee by acceptance of a deed conveying his Unit and each mortgage encumbering such ownership interest, hereby irrevocably appoint the Board as his/her 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 were initially adopted 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 set forth in the Bylaws.

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

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

(1) 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 Idlewylde Drive) and Unit 109, which may be used for commercial office space. Prior written approval of the Board is required for both the use of the above referenced units for commercial space and the business to be conducted therein.

(b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written 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 (including but not limited to "For Sale signs, "For lease" signs, political signs and commercial signage), 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 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 Board.

(i) Residential units shall be used for a residential purpose only.

(k) For all leased units, all lease terms shall **be for no less than six (6) months**. Copies of leases and related agreements shall be furnished to the Board.

(l) Each unit owner may sell, transfer, or otherwise convey his or her unit not subject to any right of first refusal.

18. Violation of Declaration.

The violation of any restriction or condition contained herein, or any rule or regulation adopted by the Board or the breach of any covenant or provision herein contained in the Horizontal Property Law or the Kentucky Condominium Act 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; (b) to enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach. (c) the imposition of reasonable fines as determined by the Board.

Each unit owner shall comply with the provisions of this Amended and Restated

Master Deed and the Council's Bylaws, any rules and regulations adopted by the Board, and decisions and resolutions of the Board 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 Kentucky Condominium Act, 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.

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

Unit owners shall also have the right of action against the Council or any unit owner for failure to comply with the provisions of the Amended and Restated Master Deed, Bylaws, rules and regulations adopted by the Board.

19. Entry by Council.

The Council, by and through the Board, 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 deemed necessary, or which the Council has the right or duty to do. Such entry shall be at reasonable hours and with prior written 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.

The Council shall also have the right of immediate entry upon unit premises and any limited common elements to effect emergency repairs.

20. Availability to Inspect Records.

The Council 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 Master Deed, Bylaws and other rules and regulations governing the condominium, and other books, records and financial statements of the Council. The Council also shall be required to make available to prospective purchasers current copies of the Master Deed, Bylaws, and rules and regulations governing the condominium regime; and the most recent annual audited financial statement, if such is prepared.

"Available" shall at least mean available for inspection upon written 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 Council shall prepare and furnish within a reasonable time an auditable financial statement of the owners association for the immediately preceding fiscal year.

21. 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 Amended and Restated 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 Amended and Restated Master Deed were recited and stipulated at length in each and every deed of conveyances.

22. 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.

23. 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.

24. Amendments.

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 at least sixty-seven (67%) percent of the *unit owners in Good Standing* and recorded at the Clerk's Office. Any amendment, change or modification to this Amended and Restated Master Deed and/or Bylaws shall conform to the provisions of the Horizontal Property Law and the applicable portions of

the Kentucky Condominium Act and shall be effective only upon recordation thereof.

25. Revocation of Declaration

The dedication of the Condominium to the Plan of Ownership described in the Amended and Restated 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."

26. Severability.

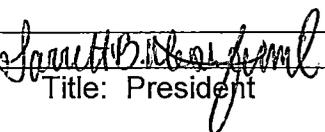
The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Amended and Restated Master Deed, and all of the terms hereof are hereby declared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

27. Construction.

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

IN WITNESS WHEREOF, the below signatures, which constitute 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 has approved this Amended and Restated Master Deed.

Cliff View Terrace Condominiums Council of Co-Owners, Inc.

By: 
Title: President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of March, 2022, by Garrett Westerfield, as President of Cliff View Terrace Condominiums Council of Co-Owners, Inc.

My Commission Expires: 9-3-2024
Notary ID Number: KYND14509


NOTARY PUBLIC, Kentucky

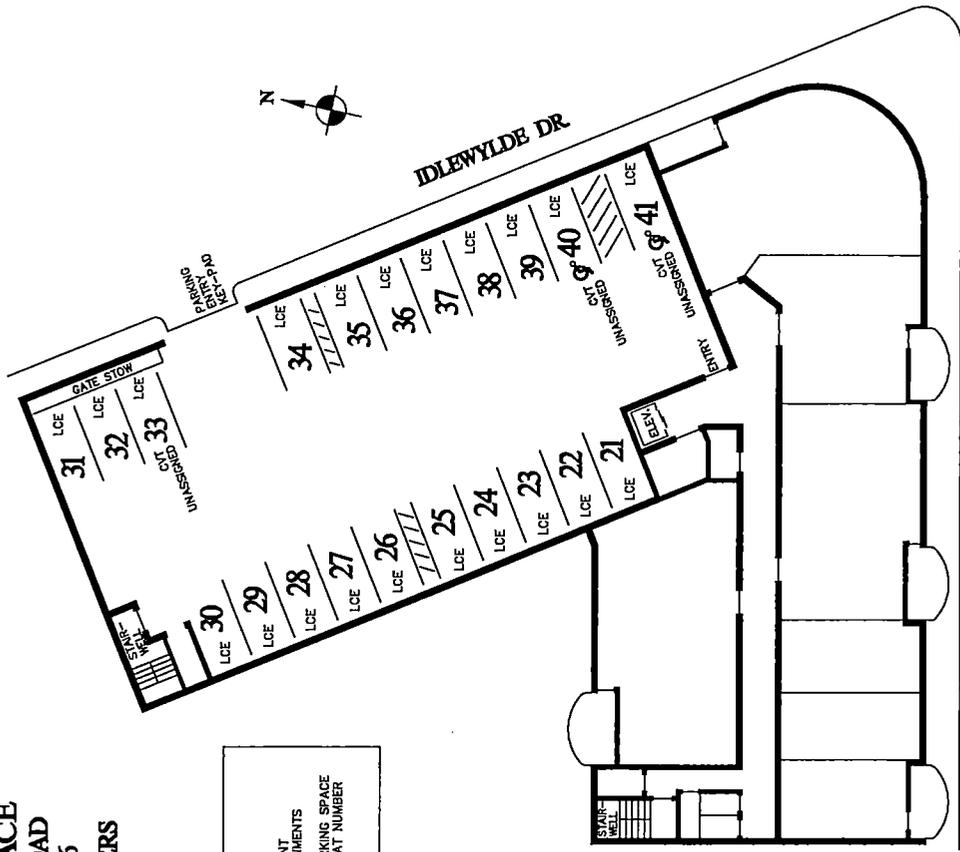
This Instrument Prepared By:



RICHARD V. HORNUNG
HEBEL & HORNUNG, PSC
6511 Glenridge Park Place, Suite 1
Louisville, Kentucky 40222
(502) 429-9790

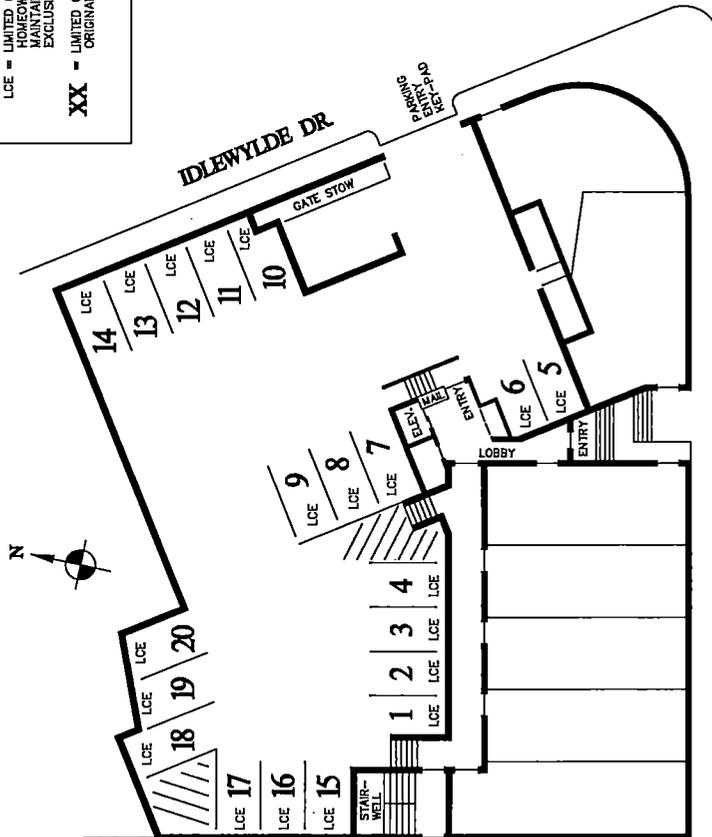
CLIFF VIEW TERRACE
2411 BROWNSBORO ROAD
LOUISVILLE, KY 40206
PARKING PLAT NUMBERS
NO SCALE

LCE = LIMITED COMMON ELEMENT,
HOMEOWNERS ASSOCIATION
MAINTAINS AND PROVIDES CURRENT
EXCLUSIVE USE RIGHTS ASSIGNMENTS
XX = LIMITED COMMON ELEMENT, PARKING SPACE
ORIGINAL RECORDED LEGAL PLAT NUMBER



2411 BROWNSBORO ROAD

2nd FLOOR PARKING



2411 BROWNSBORO ROAD

1st FLOOR PARKING

Signature	Unit No./Address	Date
Duke Philippe	Apt. 202	3/8/22
Drenda Robinson	Apt 201	03/08/22
Grethel J	Apt 401	3/8/22
Gregory W. Colby	Apt 103	3/8/2022
C. J. [unclear]	#101	3/8/2022
James Luchini	#107	3/8/2022
* Mary Jo Luchini	#107	3/8/22
* Angela K.	#311	3/8/22
* [unclear]	#311	3/8/22
[unclear]	#408	03/08/2022
James A. Hard	#402	03/8/2022
John M. Cijet	#409	3/8/2022
Zong Thomas Bengler	#410	3/8/2022
Randy [unclear]	#313	3/8/2022
Judith A. Roman	#411	3/8/2022
[unclear]	#312	3/8/2022
* William J. [unclear]	#109	3-8-2022
[unclear]	#109	3/8/22

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

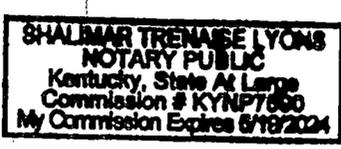
Acknowledged, subscribed and sworn to before me this 8th day of March, 2022

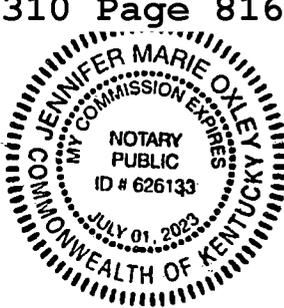
by Luke John Philipose, Brenda Lynn Robinson, Gretchen Danielle Frazee,
Gregory N. Corby, Chris Zawistowski, James Raymond Lueken,
Mary Kee Lueken, Angela Nansuk Kim, Ryan William Waxenberg,
Elham Karimianfar, James A. Hord, Ashley M. Cuy Jet,
Zachary Thomas Baughes, Leanne Marie French, Judith Ann Asman,
Sarah J. Volkman, William Jerry Newby, Angelica Marie Newby,

_____, _____, _____,
_____, _____, _____,
_____, _____, _____,
_____, _____, _____,
_____, _____, _____,
_____, _____, _____,
_____, _____, _____,
_____, _____, _____,

My Commission Expires: May 19, 2024
Notary ID Number: KYNP7590

Shalimar Trenaise Lyons
NOTARY PUBLIC, Kentucky





STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this 10th day of March, 2022
by Michael Hollins and N/A

My Commission Expires: July 1, 2023
Notary ID Number: 626133

Jennifer M. Oxley
NOTARY PUBLIC, Kentucky

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this ___ day of _____, 2022
by _____ and _____.

My Commission Expires: _____
Notary ID Number: _____

NOTARY PUBLIC, Kentucky

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this ___ day of _____, 2022
by _____ and _____.

My Commission Expires: _____
Notary ID Number: _____

NOTARY PUBLIC, Kentucky

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

Acknowledged, subscribed and sworn to before me this ___ day of _____, 2022
by _____ and _____.

My Commission Expires: _____
Notary ID Number: _____

NOTARY PUBLIC, Kentucky

Signature	Unit No./Address	Date
<u>Valerie T. Hopkins</u>	#309 2411 Brownsboro Rd Louisville Ky	2/28/2022
<u>Stacy A. Hopkins</u>	2411 Brownsboro rd Louisville Ky 40206	2/28/2022

STATE OF Kansas)
COUNTY OF Johnson) SS

Acknowledged, subscribed and sworn to before me this 28th day of February, 2022
by Valerie T. Hopkins and Stacy A. Hopkins.

My Commission Expires: 12/04/2022
Notary ID Number: 11548441

[Signature]
NOTARY PUBLIC, ~~Kentucky~~
Kansas.
mp.



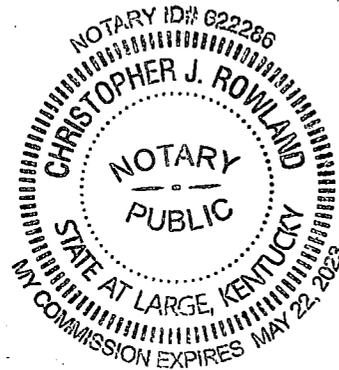
Signature	Unit No./Address	Date
<u>Michael J Cuyjet</u>	<u>409</u>	<u>3/2/22</u>
<u>Carol Lawson Cuyjet</u>	<u>409</u>	<u>3.2.22</u>

STATE OF KENTUCKY)
) SS
 COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 2nd day of March, 2022
 by Michael J Cuyjet and Carol Lawson Cuyjet.

My Commission Expires: May 22, 2023
 Notary ID Number: 622286

Christopher J. Rowland
 NOTARY PUBLIC, Kentucky



Signature

Unit No./Address

Date

Brian Weitkamp

#205

3-11-22

STATE OF Kentucky)

SS

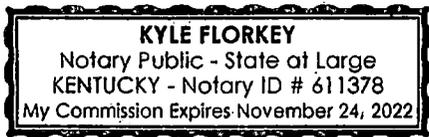
COUNTY OF Jefferson)

Acknowledged, subscribed and sworn to before me this 11 day of March, 2022
by Brian Weitkamp and _____.

My Commission Expires: 11-24-2022

Notary ID Number: 611378

[Signature]
NOTARY PUBLIC, Kentucky



Signature

[Handwritten Signature]

Unit No./Address

2411 Brownsboro Rd #407
Louisville, KY 40206

Date

3/15/22

STATE OF KENTUCKY)

) SS

COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me this 15 day of March, 2022
by Andrew Dean and _____

My Commission Expires: 1/13/2025
Notary ID Number: KY Not 1534

[Handwritten Signature]
NOTARY PUBLIC, Kentucky

DANIELLE J. MITRO
Notary Public
Commonwealth of Kentucky
Commission Number KYNP21534
My Commission Expires Jan 13, 2025

Signature

Unit No./Address

Date

Anita Philipose
[Signature]

2411 Brownsboro Rd #202
Louisville, Ky 40206
" " " "

3-16-22
3-16-22

STATE OF Tennessee
COUNTY OF Rutherford

SS

Acknowledged, subscribed and sworn to before me this 16 day of March, 2022
by Anita Philipose and _____

My Commission Expires: 08-17-2025
Notary ID Number: n/a

Ginger L Ledbetter
NOTARY PUBLIC, ~~Kentucky~~ Tennessee *HLA*



Signature	Unit No./Address	Date
<u><i>Garrett Westfield</i></u>	<u>Unit 310</u>	<u>3/23/22</u>
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STATE OF KENTUCKY)
)
 COUNTY OF JEFFERSON) SS.

Acknowledged, subscribed and sworn to before me this 23 day of March, 2022
 by Garrett Westfield and _____

My Commission Expires: 9-3-2024
 Notary ID Number: KYNP14589

Jessica Coker
 NOTARY PUBLIC, Kentucky