

Master Deed
Gardens II of Glenmary Village

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201
Order Date: 08-10-2023
Document not for resale
HomeWiseDocs

**MASTER DEED AND DECLARATION
OF
CONDOMINIUM PROPERTY REGIME
OF**

GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS

PBI BANK, INC., a Kentucky corporation, 2500 Eastpoint Parkway, Louisville, Kentucky 40223 ("**Developer**") declares this as the plan for ownership in condominium of certain property located in Jefferson County, Kentucky (this "**Declaration**"). This Declaration is dated June 4, 2010.

WITNESSETH:

Developer submits the following described real property and improvements now or hereafter constructed on such real property ("**Property**") to a horizontal [condominium] property regime (the "**Regime**") under the Kentucky Horizontal Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes, as amended from time to time (the "**Act**");

BEING Tract 2, Glenmary Village Subdivision, the plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the property conveyed to PBI Bank, Inc., by deed dated March 10, 2010, of record in Deed Book 9534, Page 212, in the office of the Clerk of Jefferson County, Kentucky.

The Regime shall be known as the "**Gardens II of Glenmary Village Condominiums**". Developer makes the following declarations regarding limitations, restrictions, reservations, easements, divisions, rights, powers, covenants and conditions, declaring that the Property described above and the Units and General Common Elements and Limited Common Elements established on the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Declaration, as may be amended in accordance herewith, constitute covenants running with the land and are binding on and for the benefit of present and future owners, lessees and mortgagees of any part of the Regime.

**ARTICLE I
DEFINITIONS**

The following words and phrases shall have the following meaning in this Declaration:

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Section 1.1 "Council of Co-owners" or "Council" means all of the Unit Owners acting as a group in accordance with this Declaration, any amendments thereto, the Bylaws, rules and regulations, and any other governing documents. The Council of Co- owners has been or will be incorporated as the "Gardens II of Glenmary Village Condominiums Council, Inc.," a Kentucky corporation, or a similar name, and references to Council shall include successors and assigns of that corporation.

Section 1.2 "Common Elements" means the General Common Elements and the Limited Common Elements.

Section 1.3 "General Common Elements" means the general common elements of the Regime, as defined in the Act and in this Declaration, and shall include (if actually built and except as otherwise provided or stipulated in this Declaration and amendments to this Declaration) the following:

- (a) the land on which buildings stand;
- (b) the foundations, main walls, roofs and communication ways;
- (c) to the extent not included in a Unit or a Limited Common Element, any halls, lobbies, entrances and exits;
- (d) the grounds, landscaping, walkways, roadways and parking areas that are not allocated by the Board, pursuant to this Declaration or amendments to this Declaration, for the exclusive use of a Unit Owner and designated Limited Common Elements;
- (e) compartments or installations for central services such as energy, communication or utilities; and
- (f) all other devices or installations existing for common use, and all other elements of the buildings rationally of common use or necessary to their existence, upkeep and safety, including without limitation all pipes, wires, conduits or other public utility lines or installations constituting a part of the overall system designed for the service of the Regime generally and not just one Unit.

Section 1.4 "Limited Common Elements" means those common elements which are reserved by this Declaration or amendments to this Declaration, by recorded floor plans, by

agreement of the Owners, or by the designation of Developer, for the use of a certain Unit or number of Units to the exclusion of other Units, including without limitation:

- (a) interior unfinished surfaces of each Unit's perimeter walls, ceilings and floors and space between floors that are within the Unit;
- (b) entrances and exits to the Unit;
- (c) attics (meaning any space between the roof of a building and the ceiling of a Unit), crawl spaces, slabs, balconies, stoops, patios, porches, decks, if any, now (or hereafter if approved by the Board) attached to or assigned to a particular Unit and whether or not shown on the "as built" plans;
- (d) utility service facilities serving a Unit or several Units, including the air conditioning and heating equipment and systems;
- (e) doors and door frames and windows, window panes and window frames for each Unit;
- (f) certain garage spaces, with such garage Limited Common Elements being assigned to a specific Unit by Developer for a cost and to be set forth in the deed to the Unit at the time of the initial conveyance of the Unit from Developer; such garage Limited Common Elements shall remain a Limited Common Element for the benefit of the Unit to which it was initially assigned until sold or transferred as a Limited Common Element for the benefit of another Unit (and each such garage Limited Common Element must always be for the benefit of a Unit in the Regime and may not be sold to any person or entity who is not a Unit Owner). If there is a sale or transfer separate from the Unit to which it is assigned, the transferor and transferee Owner shall notify the Board of the transfer; and
- (g) storage closets for particular Units located on the deck or patio that is a Limited Common Element for each such Unit, as shown on the Plans.

Section 1.5 "Unit or "Condominium Unit" means the enclosed space consisting of one or more rooms as measured from interior unfinished surfaces, having direct access to the Common Elements. The location and extent of each Unit are as shown on the plans of the Regime recorded with this Declaration. Notwithstanding that some of the following might be located in the Common Elements and also be deemed Limited Common Elements, the plumbing, heating, and air conditioning equipment (including all ducts and pipes and compressors), electrical wiring and equipment, electrical receptacles and outlets, appliances, range hoods, hot water heater, telephone lines, cable television lines, internet lines, window panes, doors (including storm and screen doors, if any), windows, halls, stairways, mailbox and paper holders, and the decorated interior surfaces of all interior structural walls, floors and ceilings, and other equipment located within or connected to a Unit for the sole purpose of serving that Unit exclusively, are deemed to be a part of the Unit for purposes of maintenance, repair and replacement, which are the responsibility of the Unit Owner, except and only if the master policy of insurance carried by the Council covers repair or replacement.

Section 1.6 "Common Expenses" means and includes all charges, costs and expenses incurred by the Council for and in connection with the administration and operation of the Regime, including without limitation, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements (but excluding Limited Common Elements and portions of the Common Elements deemed part of a Unit as set forth in this Declaration) and grounds keeping, landscaping and snow removal in the Common Elements; any additions and alterations thereto; all labor, services, materials, supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the Common Elements and their use (but excluding liabilities that are an Owner's responsibility under this Declaration); all premiums for hazard, liability and other insurance of the Council with respect to the Regime; all liabilities incurred in acquiring a Unit pursuant to judicial sale; interest on any debt incurred by the Council; all administrative, accounting, legal and managerial expenses of the Council; amounts incurred in replacing or substantially repairing capital improvements of the Regime, including roof repair and replacement, and road, driveway and parking area resurfacing; all charges for utilities not separately metered or otherwise allocated, including street lights, water service and garbage collection; provided, however, if the rate for any of the common utilities or garbage collection

service is increased as a result of a particular Owner's excessive use, the Board may collect such increase from the Unit Owner. "Common Expenses" also includes any amounts payable into reserve account(s) established by the Council. "Common Expenses" also includes all assessments payable to the Glenmary Village Residents Association, Inc. and if applicable to the Glenmary Village Recreational Association, Inc. (currently the Glenmary Village Recreational Association, Inc. is not active) by the Council (on behalf of each Unit Owner) as provided in the Declaration of Covenants, Conditions and Restrictions for Glenmary Village, of record in Deed Book 8372, Page 129, in the office of the Clerk of Jefferson County, Kentucky, as may be amended, and to the extent the Council is the collection agent for either of those Associations. Also, the Council may from time to time enter into an agreement with the owner of the apartments located on Tract 1, Glenmary Village, Plat and Subdivision Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky, which agreement will allow the Owners to use the recreational facilities located on that apartment tract; whenever such an agreement is in effect, the "Common Expenses" shall also include the amounts payable to the owner of that apartment tract by the Council to permit such use.

Section 1.7 "Plans" means the "as built" floor plans to be recorded from time to time, initially with this Declaration, and subsequently with amendments contemplated by Section 2.4, which floor plans show or will show the layout, location, Unit numbers and dimensions of the Units, certain Common Elements and other matters; state the name of the Regime; and bear the verified statement of a registered architect, surveyor or professional engineer certifying that the floor plans fully and accurately depict the layout, location, unit number and dimensions of the applicable Units as built.

Section 1.8 "Co-Owner" or "Owner" or "Unit Owner" means the record owner, one or more persons or other legal entities, of a fee simple title to any Unit, but excluding those having an interest in the Unit merely as security for the performance of an obligation.

Section 1.9 "Board" or "Board of Administration" means the Board of Directors of the Council, having certain responsibilities delegated to it by the Council.

Section 1.10 "Bylaws" shall mean the Bylaws as amended from time to time, of the Council.

Section 1.11 "Rules and Regulations" means the rules made from time to time by the Board, which may amended from time to time by the Board.

Section 1.12 "Eligible Holder" means a holder of a bona fide first mortgage on any Unit, which either (a) requests notice of certain matters by written notice to the Council identifying the name and address of the Eligible Mortgagee and of the Unit Owner and address or Unit number, or (b) which is otherwise entitled to certain notices under applicable standards of secondary market lenders such as, but not necessarily limited to, FannieMae, Freddie Mac, HUD, VA or FHA (provided this Declaration or amendments thereto require such notices to be given).

Section 1.13 "Eligible Insurer" means an agency that guaranties, insures or purchases a bona fide first mortgage loan held by an Eligible Mortgagee, which either (a) requests notice of certain matters by written notice to the Council identifying the name and address of the Eligible Mortgagee and of the Unit Owner and address or Unit number, or (b) which is otherwise entitled to certain notices under applicable standards of secondary market lenders such as but not necessarily limited to FannieMae, Freddie Mac, HUD, VA or FHA (provided this Declaration or amendments thereto require such notices to be given).

**ARTICLE II
UNITS AND COMMON ELEMENTS**

Section 2.1 Identification of Units. The general identification and the Unit and Building and Phase of each Unit initially made part of the Regime, expressing its area, and other data necessary for identification, is contained in **Exhibit A** attached as a part of this Declaration.

Section 2.2 Floor Plans. Simultaneously with recording of this Declaration, there has been filed in the office of the Clerk of Jefferson County, Kentucky, a set of Plans for the initial Units made subject to and part of the Regime. The initial Plans are of record in Condominium (Apartment Ownership) Book 128, Pages 44 to 50 inclusive, in the office of the Clerk of Jefferson County, Kentucky.

Section 2.3 Percentage of Common Interest. Appurtenant to each Unit is that Unit's percentage of common interest in the Common Elements and Common Expenses, as set forth in **Exhibit A**, as Exhibit A will be amended from time to time pursuant to Section 2.4. This percentage is computed by taking as a basis the floor area of the individual Unit in relation to the floor area of all existing Units. Except as otherwise provided by the Act and this Declaration (including without limitation Section 2.4 hereof), the percentage of common interest is permanent and shall not be altered without the acquiescence of the Owners representing all Units in the Regime.

Section 2.4 Expandable Regime; Phasing. This is an expandable condominium regime. Additional buildings and Units may become a part of this Regime at the option of Developer, its successors and assigns, as follows:

(a) Developer currently contemplates that the Regime will consist of approximately 14 buildings and 224 Units, but this expression of intent does not obligate Developer, its successors or assigns, to construct all such Units, nor does this expression of intent prohibit Developer from constructing more or fewer Units or changing its current development plan to meet market conditions. If and as expanded, the percentage of common interest appurtenant to each Unit in the Regime shall be redistributed on an as-built basis upon completion of additional Units. The redistribution shall be done by an amendment or amendments to this Declaration. Developer intends to construct the Units in several phases, which shall be designated by Developer from time to time.

(b) Developer hereby reserves for itself, its successors and assigns, for a period ending twenty (20) years after the date this Declaration is recorded, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees or other lien holders, and all other parties claiming a legal or equitable interest in the Regime or any part thereof, any amendment, agreement or supplement that may be required to expand the Regime, and by taking any interest in the Regime or by taking any interest in a Unit, each such person or entity shall be deemed to have granted to Developer a power of attorney for such purposes, coupled with an interest, running with the Regime or Unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal or by the lapse of time. Developer, for itself, and for its successors and assigns, reserves an interest in any real estate, including the Regime and each Unit, for these purposes. This interest reserved by Developer and the power of attorney hereby granted by each interest holder includes the right to amend the percentage of common interest appurtenant to each Unit and to amend and supplement Exhibit A accordingly, to assign Limited Common Elements, and otherwise to amend this Declaration to supplement the floor plans to accomplish the expansion of the Regime, as contemplated by this Section.

Section 2.5 Property Taxes. Ad valorem real property taxes are or will be assessed against each Unit separately by the appropriate governmental authority(ies) with jurisdiction and are

the responsibility of the applicable Unit Owner. Nothing in the Declaration shall be construed as giving any Unit Owner any right of contribution or adjustment against any other Unit Owner or the Council or Developer on account of any deviation by any such governmental authority(ies) with jurisdiction from the percentages of ownership set forth in any valuation or assessment against the Unit owned by such Unit Owner.

Section 2.6 Maintenance and Repair Obligations. In addition to or as a supplement to each Unit Owner's obligations as set forth in this Declaration or in law, the Unit Owners shall have the following maintenance and repair obligations.

(a) Each Unit Owner shall maintain, repair, and replace at the expense of such Unit Owner all portions of the Owner's Unit and Limited Common Elements, except portions, if any, expressly set forth in this Declaration to be maintained, repaired, and replaced by the Council. This maintenance, repair and replacement obligations includes, without limitation, all finishes from and inside the interior face of the drywall, ceilings and floors constituting the boundary of the Unit which may be necessary to maintain the good appearance and condition of the Unit; all appliances and fixtures (including any alarm and sprinkler systems) located in the Unit, or located in the Limited Common Elements appurtenant to the Unit, or located in the General Common Elements but benefiting the Unit to the exclusion of any other Unit; all plumbing fixtures, water heaters, heating and air conditioning equipment (including HVAC units in the General Common Elements that solely serve a single Unit); all interior and exterior lighting fixtures; refrigerators, dishwashers, disposals, built-in microwaves, ranges, hoods and fans, sinks, lamps, interior doors and telephones; all electric, gas, water, cable TV, internet and telecommunication pipes or lines or wires or conduits or ducts serving any such appliances and fixtures. With respect to garage Limited Common Element, the interior of each such garage Limited Common Element shall be maintained by the Owner of the Unit to which the garage Limited Common Element is assigned from time to time, with the structural portion, including without limitation the roofs, to be maintained, repaired and replaced by the Council as General Common Elements are, subject to the provisions of Section 7.3 of the Declaration providing for additional allocations of costs to the applicable Unit Owner benefiting from such repair, maintenance or replacement of a garage Limited Common Element. All such maintenance, repair, and replacement shall not change the appearance of any portion of the exterior of the building or

Unit without prior approval of the Board.

(b) Each Unit Owner shall report promptly to the Council any defect or need for repairs for which the Council is responsible.

(c) Each Unit Owner shall maintain, repair or replace at the expense of such Unit Owner all portions of the Unit or applicable Limited Common Elements that could cause injury or damage to the other Units or to the Common Elements.

(d) Each Unit Owner shall perform the responsibilities of such Unit Owner in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners.

(e) A Unit Owner shall be liable for the entire expense of any maintenance, repair, or replacement of any part of the Regime, whether part of a Unit or part of the General Common Elements or Limited Common Elements, if such maintenance, repair, or replacement is rendered necessary by any negligent act or omission of the Unit Owner, or any member of the family, or guests, employees, agents, or lessees of such Unit Owner. If any Unit Owner fails to undertake any such maintenance, repair, or replacement within 10 days after the Board notifies such Unit Owner in writing that the Board has determined that such maintenance, repair, or replacement is the responsibility of such Unit Owner under this Section, the Board may undertake such maintenance, repair, or replacement, and the cost thereof shall be a lien on the Unit owned by such Unit Owner until paid by the Unit Owner, and such lien shall be subject to the same remedies as are provided in this Declaration for nonpayment by a Unit Owner of Common Expenses.

ARTICLE III EASEMENTS

Section 3.1 Easements for Encroachment, Access and Utilities. The Units, Common Elements and Limited Common Elements shall have and be subject to the following easements:

(a) An easement exists for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit (including those common facilities located above a suspended ceiling), which facilities serve more than one Unit and are part of the Common Elements.

(b) An easement exists for ingress and egress for the maintenance, repair and replacement of any load bearing wall located within a Unit.

(c) If any part of the General Common Elements encroaches upon any Unit or Limited Common Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any building in the Regime shall be partially or totally destroyed and then rebuilt, minor encroachments on any parts of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.

(d) An easement exists for ingress, egress and maintenance in favor of any public utility providing utility service to the Regime and the Units. Developer or the Council, without the joinder of any Unit Owner, may grant utility easements over, across, under and through the Common Elements.

(e) An easement exists in favor of the Council of Co-owners, exercisable by the Board and its agents, to enter any Unit or any Limited Common Element from time to time during reasonable hours after reasonably notice, as may be necessary for the operation of the Regime (including the right to inspect the Unit, the Limited Common Elements and the General Common Elements), on in the event of emergency, for necessary action to prevent damage to any part of the Regime.

Section 3.2 Reservation of Easements by Developer. To benefit land that may never be brought into the Regime, Developer reserves any and all sanitary sewer lines, storm sewer lines, telephone lines, electricity or other power lines, cable television lines, rights of way for ingress and egress and any other lines or accompanying easements. Developer reserves the right to connect, at Developer's expense, to any such lines and/or easements. These reservations of easements shall be construed broadly in favor of Developer to facilitate the development of real estate that may never be brought into the Regime.

ARTICLE IV PERMANENCY OF INTEREST

Section 4.1 Alteration and Transfer of Interests. The Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Board of Administration and the Unit Owner affected. The Common Elements and easements shall not be separated from the Unit to which they appertain (except that garage Limited Common Elements may be separately transferred but only to another Owner of a Unit within the Regime), and shall be deemed to be conveyed, leased or encumbered with the Unit

even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument.

Section 4.2 Partition. The Common Elements shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Act.

ARTICLE V RESTRICTIONS

The Units and the Common Elements and Limited Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

Section 5.1 Use. Each Unit shall be used only for single family residential purposes; provided during development and construction of the Regime, Developer may use one or more Units as a sales office or model. Each Unit shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Council, or any Rules and Regulations that may be adopted from time to time by the Board as to the use and appearance of the Units and the Common Elements.

Section 5.2 Subdivision. There shall be no subdivision or partition of any Unit without the prior written approval of the majority of the Board. If such approval is granted, such subdividing shall not alter or diminish the voting rights or the percentage of interest in the Common Elements previously allocated to the Unit undergoing such subdividing.

Section 5.3 Leases. Any Unit lease shall be in writing and shall be subject to this Declaration, the Bylaws and Rules and Regulation, and a copy of such lease shall be delivered to the Board (rent may be redacted). No lease shall have an initial term of less than 180 days.

Section 5.4 Common Elements. As set forth above and as required by Kentucky law, each Owner owns only the Owner's Unit, the parameters of which are defined above. Accordingly, no Owner or any other person may, without the prior written consent of the Board, place anything in the General Common Elements or the Limited Common Elements or attach or exhibit anything on the outside walls of buildings or on porches, and, without in any way limiting the generality of the foregoing, all of the following are expressly forbidden in any of the General Common Elements and Limited Common Elements without such prior written consent: (a) fences, patios, walls, above or below ground pools, antennae or receiver/transmitters (including there commonly known as "satellite dishes"), outbuildings or sheds, or any other structure or placement of any kind or nature; (b) trees, shrubs, flowers, plants, crops or other landscaping material; (c) decorations, including

seasonal decorations, (d) personal property of any sort; (e) charcoal grills (other grills are permitted only if applicable ordinances permit); (f) signs; and (g) play equipment, basketball goals, toys, playpens, or other recreational equipment or items, bicycles, wagons, benches or chairs. The Board may require such information as it deems necessary or appropriate to evaluate the proposed placement and may deny proposed placements or impose conditions (such as but not limited to requiring the Owner placing matters in the Common Elements to assume maintenance responsibility therefor) on the Board's consent. Anything placed or left in the Common Elements in violation of these provisions shall be at the sole risk of the Owner or other person so placing it and anything so placed or left may be removed by or at the direction of the Board at the Owner's cost and expense and without any liability to the Board or those authorized by the Board. Neither the Council nor the Board nor any authorized officer or agent of employee of the Council, the Board or any agent of the Board shall be under any obligation to remove or police the areas, but they shall have the right, power and authority to do so.

Section 5.5 Alterations. No alteration or improvement to the Common Elements or to the Unit which would alter or affect the Common Elements or any other Unit may be made by any Unit Owner other than Developer as contemplated by this Declaration, without the prior written consent of the Board. The Board may require such information as it deems necessary or appropriate to evaluate the proposed alteration and may deny proposed alterations or impose conditions on approval. No application shall be filed by any Unit Owner other than Developer with any governmental authority for a permit covering an addition, alteration, or improvement to be in a Unit which alters or affects the Common Elements or other Units, unless approved and executed by the Board. Such approval and execution shall not evidence any consent to any liability on the part of the Board or any individual member of the Board to any contractor, subcontractor, materialman, architect or engineer by reason of such addition, alteration, or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing through the manager or managing agent, if any, or through the president or secretary of the Council if no manager or management agent is employed. The Board shall have the obligation to answer within 30 days. The Board may require that the Unit Owner making such improvement, alteration or addition obtain such insurance coverage and in such amounts as the Board deems proper. If the alteration results in increased

living space of a Unit the Board is authorized and directed (at the cost of the Unit Owner) to amend this Declaration and the Plans to include the additional square footage as part of the Unit, amending the percentage of common interest for all Unit Owners in light of the change.

Section 5.6 Parking. Except (a) as set forth in this Declaration with respect to garage spaces that are Limited Common Elements for the use of a particular Unit, and (b) for certain parking spaces that are assigned to or designated for the use of a particular Unit by Developer or the Board [which assignment or designation may be by signage or written assignment made from time to time by Developer or the Board, and once a particular parking space is assigned to or designated for the use by one Unit, such assignment or designation shall not be withdrawn without the consent of the Owner of the Unit to which a parking space is designated or assigned], and (c) for certain spaces that are designated for visitor parking only as designated from time to time by the Board and shown by signage, all other general and unassigned or undesignated parking areas shall be available for use by all Unit Owners, their tenants, guests and invitees, subject to Rules and Regulations that are to be imposed by the Board in a uniform manner. No vehicle shall be parked on any street or in the grass or other portions of the general Common Elements, except only in areas designated for parking. No vehicles that, because of their size, take up more than one standard parking space are allowed anywhere in the general Common Elements.

Section 5.7 Garages. Garage Limited Common Elements shall be used primarily for the parking of vehicles and for incidental storage but not solely for storage or for any other purpose.

Section 5.8 Penalties; Interpretation. Violation of this Declaration, the Bylaws or any rules adopted by the Board of Administration, may be remedied by the Board, or its agent, by the imposition of reasonable fines in amounts established from time to time by the Board, or by legal action for damages, injunctive relief, restraining order, or specific performance and, with respect to parking violations, by towing at the expense of the Unit Owner or vehicle owner. In addition, an aggrieved Unit Owner may maintain a legal action for similar relief. A Unit Owner in accepting ownership of a Unit agrees to become subject to this enforcement in the event of violation. In the event of a dispute over provisions of this Declaration or the Rules and Regulations, the determination of the Board shall be final and binding.

ARTICLE VI ADMINISTRATION

Section 6.1 Council of Co-Owners; Voting. The administration of the Regime shall be vested in a Council of Co-owners consisting of all the Unit Owners of the Regime. The Owner of any Unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as that Owner's ownership of such Unit ceases for any reason, at which time that Owner's membership in the Council shall automatically cease. By becoming a member, each Unit Owner shall have one vote for each Unit owned, which vote shall be weighted in proportion to the undivided percentage of common interest appurtenant to such Unit. If more than one person or entity owns a Unit, their vote shall be exercised as they determine among themselves, but no vote may be split and, if the Owners of a Unit cannot agree among themselves as to the vote, no vote shall be allowed.

Section 6.2. Developer's Proxy Rights. The administration of the Regime, including the adoption and amendment of Bylaws, adoption of rules, assessment of Common Expenses and all other matters relating to the administration of the Regime, is vested in the Developer (i) until 120 days from the date at least 95% of the Units contemplated for the Regime have been conveyed to third parties; or (ii) until December 31, 2025, or (iii) until the Developer elects to surrender this power to the Unit Owners; whichever first occurs. Until that time, the Developer shall constitute the Council of Co-Owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit Owners to operate and administer the Regime during this time, which proxy each Unit Owner automatically grants upon acceptance of a deed to a Unit. All Unit Owners, by acceptance of a deed to a Unit, agree to this administration of the Regime by the Developer.

Section 6.3 Administration of the Regime. Administration of the 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 Act, this Declaration, the Bylaws of the Council, and all rules adopted by the Board of Administration. Specifically (but not exclusively) the Council shall:

(a) Maintain, repair and replace all improvements in the General Common Elements that may be required by law to be maintained, repaired, and replaced upon, adjoining, in connection with, or for the use of any part of the Regime, except as certain of such maintenance, repair and replacement obligations are the responsibility of Unit Owners as set forth elsewhere in this Declaration.

(b) Keep all General Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Regime.

(c) Well and substantially repair, maintain and keep all General Common Elements in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Regime and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and make good all defects in the General Common Elements of the Regime required in this instrument to be repaired by the Council.

(d) Except as may be provided in this Declaration, in the Bylaws and Rules and Regulations, keep certain Limited Common Elements in a clean and sanitary condition and well and substantially repair, maintain and keep them in good order and condition, subject to the provisions of Section 7.3 of this Declaration.

(e) Observe any setback lines affecting the Regime as shown on the plans herein mentioned.

(f) Not make or suffer any waste or unlawful, improper or offensive use of the Regime.

(g) Regulate the use of the General Common Elements and Limited Common Elements.

Section 6.4 Board of Administration; Common Expenses. Administration of the Regime shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section 6.2) elected by the Co-Owners in accordance with the Bylaws. The Board shall be authorized to delegate the administration of its duties and powers by written contract to a professional managing agent or administrator employed for that purpose by the Board so long as such contract does not exceed one year in duration and is cancelable by the Board upon 90 days prior written notice, without penalty or charge, and the costs of such professional management shall be Common Expenses. It shall be the duty of the Board to determine annually the estimated Common Expenses of the Regime for the succeeding twelve months, and, having so determined, to establish and collect the assessment monthly or at such other regular intervals as the Board determines from each Unit Owner, as set forth in Article VII. Where no such determination is

formally made for any year, the calculations utilized for the previous twelve months shall remain in effect until such oversight is corrected. The Board shall keep detailed accounts of the receipts and expenditures affecting the Regime and its administration. Such books and records shall be available for examination by any Unit Owner upon reasonable request and at such reasonable times and location as maybe specified by the Board.

Section 6.5 Availability of Records. The Council shall make available to Unit Owners, to prospective purchasers, and to Eligible Holders and Eligible Insurers of current copies of this Declaration, the bylaws, the rules and regulations, and budgets, books, records and financial statements, during normal business hours or under other reasonable circumstances.

ARTICLE VII ASSESSMENTS

Section 7.1 Obligation to Pay. The proportionate share of each Owner of each Unit in the common surplus and the Common Expenses of the Regime is equal to the percentage of common interest appurtenant to the Unit of that Owner. The initial percentage of common interest appurtenant to each Unit has been set out in **Exhibit A** to this Declaration, with such percentages to be altered by amendments to this Declaration in accordance with Section 2.4 and if applicable other sections of this Declaration. Each person and/or entity who becomes an Owner of a Unit whether or not it shall be so expressed in any such deed or other form of conveyance, shall be deemed to covenant and agree to pay to the Council the Unit's share of assessments as fixed, established, and collected from time to time as provided in this Declaration. The Council shall inform each Unit Owner of the amount of the total assessment due from the Owner of that particular Unit. The Owner of each Unit must pay that Owner's Unit's required assessment in advance each month or other period established by the Board. Payment shall be due on the first day of each month, unless the Council otherwise directs. Special assessments are due thirty (30) days after the bill for the special assessment has been mailed or otherwise sent out by Council, unless the Council otherwise directs.

Section 7.2 Determination of Regular Assessment, Reserves, Special Assessments, Fine Assessments, Expansion, Start Up Assessment.

(a) The Council, acting through the Board, shall, from time to time, but not less than once every twelve (12) months, determine the amount of the regular total assessment necessary

to defray the Common Expenses for a given period not to exceed twelve (12) months. When setting the regular total assessment, the Council should include both (A) those funds required during the period for general operating purposes, and (B) reserve funds to be used to help defray the cost of future capital improvements. All funds shall be held in the name of the Council. Each Unit Owner, by the acceptance of a deed, does authorize the disbursal of any and all of the Council's funds solely upon the written authorization of the Board.

(b) Each Unit Owner is liable to pay that percentage of the regular total assessment that is equal to that Owner's Unit's percentage of the common interest, as determined by the Council. Notwithstanding the foregoing sentence, for an unoccupied Unit owned by the Developer, the Developer is only liable for seventy percent (70%) of the assessment which it would otherwise have to pay for the Unit, such reduction being based on the provisions of KRS 381.870 allowing an adjustment based on such considerations as the fact that such Units are unoccupied and have a lower or non-existent demand on common utilities such as water and sewer and garbage collection. If the Unit becomes occupied, the Developer must thereafter begin paying a full assessment for that Unit.

(c) The Council may from time to time levy special assessments for reasonable purposes. The special assessment may be levied against one Unit, or a group of Units or all of the Units, as circumstances reasonably warrant according to the Unit or Units benefited by the assessment. If the assessment is apportioned among Units, the method of apportionment shall be based upon square feet unless for some reason that method would be very unfair. In that case, Council can determine another reasonable method of apportionment.

(d) The Council may levy a reasonable assessment, as a fine or penalty for violation of this Declaration. A lien may be filed for this assessment and this assessment may be enforced by foreclosure and otherwise treated as a regular assessment.

(e) A special working capital assessment, due from the buyer at or about the time of closing, arises against a Unit upon the initial transfer of record of the Unit from the Developer (or successor developer or designated developer) to the Unit Owner (other than a successor developer or designated developer). The special assessment shall be in an amount equal to the sum of two months of the full regular assessment. It shall be collected at closing and paid to the Council for use by the Council for Common Expenses. This special assessment is in addition to the regular

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assessment. Any reduced assessment on the Unit ends as of the first day of the month immediately following the month in which title was transferred of record from the Developer (or successor developer or designated developer).

Section 7.3 Limited Common Element Assessments. An additional assessment may be made by the Council against any Unit to pay any expense resulting from a Limited Common Element benefiting that Unit. The Council will make such an additional assessment against Owners having a garage Limited Common Element. The assessment must be reasonable. The assessment should be apportioned among the Units (if more than one) using the Limited Common Element in a fair and reasonable manner. The assessment may be a regular, annual assessment and may be billed and included as part of the regular annual assessment described in Section 7.2 above. Without limiting the generality of the foregoing, Developer expressly provides that Owners of Units having a garage Limited Common Element assigned to such Units will pay an additional assessment for utility service to such garage Limited Common Elements and for the maintenance (including a reserve for replacement) of such garage Limited Common Elements and the Owners of Units having a driveway Limited Common Element will pay an additional assessment for maintaining such driveway.

Section 7.4 Assessment Certificate. The Council, shall upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Council, setting forth the status of said assessment; i.e., "current", and if not current, "delinquent" and the amount due. A reasonable charge to cover labor and materials may be made in advance by the Council for each certificate.

Section 7.5 Non-Payment of Assessment; Penalties; Remedies. Any assessments (including regular assessments, special assessments and Limited Common Element assessments) levied pursuant to this Declaration which are not paid on the date when due shall be delinquent, subject to any grace periods established from time to time by the Board. All assessments, together with interest thereon at a lawful rate established from time to time by the Board [initially ten (10%) percent per annum], late charges as established from time to time by the Board [initially \$25.00] and costs of collection (including a lien preparation charge, filing fees, court costs, and reasonable attorneys fees) shall be a charge and a continuing lien upon the Unit against which the assessment is made, and shall also be the personal obligation, jointly and severally, of the Owner or Owners of

the Unit at the time when the assessment fell due. The Council may bring an action at law against the Unit Owner personally obligated to pay the same and/or foreclose the lien against the Unit, in either of which events interest, costs and reasonable attorneys fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments by non-use or waiver of use of the Common Elements or by abandonment of that Owner's Unit. The lien of the Council is against not only the Unit but also the percentage of common interest in the Common Areas appurtenant to the Unit, including any funds held for the benefit of the Unit.

Section 7.6 Priority of Council Lien. The lien provided for in this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages or vendor's liens which have been filed of record before notice of this lien has been filed of record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Council. The Council is entitled to recover its reasonable attorneys fees and court costs and collection costs, as part of the lien. In any such foreclosure action, the Council shall be entitled, but not obligated, to become a purchaser at the foreclosure sale.

Section 7.7 Disputes as to Common Expenses; Adjustments. Any Owner who believes that the portion of common expenses chargeable to her Unit, for which an assessment lien has been filed by the Council, has been improperly charged against that Owner or the Unit, may bring action in an appropriate court of law. The Council in its reasonable discretion may, in order to prevent manifest injustice, adjust (increase or decrease) the assessment for any Unit based upon a consideration of the following factors: the floor area of the Unit; the number of occupants in the Unit; or the demand on public utilities by the occupants of the Unit; the accessibility of the Unit to Limited Common Areas. The Council in its reasonable discretion may abate or reduce a Unit's assessment for a reasonable period of time, during which a Unit is uninhabitable, through no fault of the Owners, as a result of damage or destruction.

Section 7.8 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Council.

Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Council and shall be subject to all the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Section 7.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or other assessments by the Council chargeable to such Unit which became due prior to the acquisition of title to the Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible for all of the Units, including that of such acquirer, its successors or assigns. However, the Council's lien rights may be asserted against surplus proceeds of any judicial sale or against any payments made by the mortgagee to the owner mortgagor in the case of a deed in lieu of foreclosure.

Section 7.10 Liability for Assessments Upon Voluntary Conveyance.

The personal obligation of each Owner to pay the assessment against the Unit shall pass to any subsequent grantee who takes title through contract, operation of law, or through any other method or instrument other than a commissioner's deed or other court ordered deed or other than a deed to a mortgagee in lieu of foreclosure. The original Owner shall not be released from the obligation of the assessment, but instead will be jointly and severally liable with the subsequent grantee. However, any such grantee or proposed grantee shall be entitled to an assessment certificate as described elsewhere in this Article, and such grantee shall not be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid assessment made by the Council against the grantor in excess of the amount set forth in the assessment certificate for the period reflected in the assessment certificate. This Section shall not prejudice the right of the grantee to recover from the grantor the amounts paid by the grantee for the assessment which was also the obligation of the grantor.

Section 7.12 Miscellaneous.

(a) The Council may change the interest rate due on delinquent assessments. As of its effective date, the new interest rate will apply to all assessments then delinquent.

(b) The Unit Owner has the sole responsibility of keeping the Council informed of the Owner's current address if different from the Unit owned. Otherwise, notice sent by the Council to the Unit address is sufficient for any notice requirement under this Declaration.

(c) The lien under this Article arises automatically, and no notice of lien need be recorded to make the lien effective.

(d) The assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys fees, court costs, filing fees, and any other expenses incurred by the Council in enforcing or collecting the assessment.

(e) If any Common Element, including any Limited Common Area, is intentionally or negligently damaged or destroyed through the act or omission of any Unit Owner, the Council may make an individual assessment against the Owner and the Owner's Unit for the expenses involved in making repairs and in making and/or enforcing the assessment, including reasonable attorneys fees.

(f) Any assessment otherwise payable in installments, shall become immediately due and payable in full without notice upon default in the payment of any installment. The acceleration shall be at the discretion of the Board.

ARTICLE VIII INSURANCE

Section 8.1 General Insurance. The Council shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, worker's compensation insurance with respect to the Regime and the Council's administration thereof in accordance with the following provisions:

(a) The master policy shall be purchased by the Council for the benefit of the Council, the Unit Owners and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the Bylaws. The "master policy" may be made up of several different policies purchased from different agencies and issued by different companies.

All buildings and other Common Elements shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one percent (100%) of the replacement value thereof (excluding land, foundations, excavation and other items normally excluded from such coverage) and other improvements and betterments, as determined from time to time by the Council. The Council may elect to carry insurance to cover such other perils from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The policy shall contain an "agreed amount endorsement" or its equivalent and where available at reasonable cost an "inflation guard

endorsement". The Council shall not be required to insure any part of the condominium project within the boundaries of individual Units except structural columns, load-bearing walls and pipes, conduits, wires or other installations for the provision of services to the entire building housing such a Unit or Units that happen to pass through a particular Unit.

(c) The Council shall try to have its liability insurance contain cross-liability endorsements or appropriate provisions to cover liability of the Unit Owners, individually and as a group (arising out of their ownership interest in the Common Elements), to another Unit Owner. The Council shall reasonably determine the amount of such insurance.

Section 8.2 Fidelity Insurance. The Council may carry fidelity coverage against dishonest acts on the part of officers and employees, members of the Council, members of the Board, trustees, employees or volunteers responsible for the handling of funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Council as the named insured and shall be written in an amount sufficient to provide protection which is not less than the total annual assessments plus all accumulated reserves and all other funds held by the Council either in its own name or for the benefit of the Unit Owners.

Section 8.3 Directors' and Officers' Errors and Omissions Insurance. The Council shall purchase insurance to protect itself and to indemnify any director or officer, past or present, against expenses actually and reasonably incurred by a director or officer in connection with the defense of any action, suit proceeding, civil or criminal, to which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Council; or to obtain such fuller protection and indemnification for directors and officers as the law of Kentucky permits. The policy or policies shall be in an amount to be reasonably determined by the Council.

Section 8.4 Premiums. The premiums upon insurance purchased by the Council shall be Common Expenses.

Section 8.5 Proceeds. Proceeds of all insurance policies owned by the Council shall be received by the Council for the use of the Unit Owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Council because of

property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by this Declaration.

Section 8.6 Power of Attorney. Each Unit Owner shall be deemed to appoint the Council as that Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the Council. Without limitation on the generality of the foregoing, the Council as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Council, the Unit Owners and their respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Regime as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Council in regard to such matters.

Section 8.7 Responsibility of Unit Owner. The Council shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior improvements of any Unit made nor the liability of any Unit Owner for injuries therein not caused by or connected with the Council's operation, maintenance or use of the Regime. Each Unit Owner shall obtain insurance coverage at that Owner's own expense upon that Owner's Unit's furnishings and personal property (including any personal property located in Common Elements) and for all plumbing fixtures, electrical fixtures, kitchen and bathroom fixtures, kitchen and bathroom cabinets, carpeting, paint, wallpaper, interior walls, partitioning, trim, dry wall and appliances furnished by the Developer, and other improvements and betterments not otherwise covered under the master policy referenced in Section 8.1, and each Unit Owner shall obtain at such Unit Owner's sole cost and expense Betterments and Improvements insurance for the foregoing improvements and betterments not otherwise covered under the master policy and provide evidence of such coverage to the Council upon request. Also, each Unit Owner shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, or in another Unit in the project or upon the Common Areas, resulting, from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Council but initially not less than \$300,000, and each Unit Owner shall provide evidence of such coverage to the Council upon request.

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Section 8.8 Release. All policies purchased under this Article by either the Council or the individual Unit Owners shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owners, member of their family, their employees, their tenants, servants, agents and guests, the Council, any employee of the Council, the Board, or any occupant of the Regime, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

Section 8.9 Approximate Coverage. If any of the required insurance coverage under this Article becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Council shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

Section 8.10 Additional Policy Requirements. All such insurance coverage obtained by the Council shall be written in the name of the Council, for the use and benefit of the Council, the Unit Owners and their mortgagees, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) Exclusive authority to adjust losses under policies in force on the Regime obtained by the Council shall be vested in the Council provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(b) In no event shall the insurance coverage obtained by the Council hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Council shall be primary.

(c) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.

(d) The Council will secure insurance policies that will provide for the following:

- (i) a waiver of subrogation;
- (ii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

- (iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Council or its duly authorized manager without prior demand in writing delivered to the Council to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Council, its manager, any Owner or mortgagee;
- (iv) prohibit cancellation or material modification without at least 10 days prior written notice to the Council;
- (v) flood insurance, if the Regime or any Unit is in a flood hazard area; and
- (vi) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

Section 8.11 Other Insurance Requirements. If this Project is intended to be qualified under the requirements of FannieMae, FreddieMac, HUD, FHA, VA or other similar program, the insurance requirements of that program are incorporated herein by reference, as they may be amended from time to time. If any insurance company is unsure of the coverage intended, it should ask for an interpretation from the Board. Otherwise, the broadest coverage shall be presumed, if there is an ambiguity.

ARTICLE IX RESTORATION AND RECONSTRUCTION

Section 9.1 Restoration. Restoration or replacement of the Regime (unless resulting from casualty destruction), or construction of any additional buildings or Units (other than those initially contemplated in the Regime including those contemplated by Section 2.4), or material alterations or additions to any building of the Regime, shall be undertaken by the Council or any Co-owners only after unanimous approval of all affected Co-Owners, and with written consent of the holders of all liens on Units affected and in accordance with the complete plans and specifications approved in writing by the Board. Promptly upon completion of such restoration, alteration or replacement, the Board of Administration shall duly record the amendment with a complete set of floor plans of the Units of the Regime as so altered, certified as built by a registered architect or engineer.

Section 9.2 Reconstruction. Where casualty destruction, partial or total, of the building occurs, whether arising from events covered by insurance or not, the determination as to reconstruction shall be governed by the Act, more particularly KRS 381.890, as may be amended or supplemented from time to time. If any building is repaired or restored by the Council, the Unit Owners must repair and reconstruct the interior of such Units at the Owner's cost and within a reasonable time of the repair or reconstruction of the building housing such Units.

ARTICLE X INDEBTEDNESS

Section 10.1 Incurrence and Retirement of Indebtedness. The Council of Co-Owners, acting by unanimous vote of the Board, may borrow money from time to time for the following purposes:

- (a) To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within twenty-four (24) months from anticipated Common Expense income not needed for ongoing operations;
- (b) To buy a Unit in the Regime at a foreclosure sale;
- (c) To pay costs of reconstruction, major repair, replacement or alteration of the Common Elements (to the extent not covered by insurance proceeds). There shall be no more than one authorized loan outstanding at any one time.

When it is necessary to obtain a loan, the Council, acting through the Board, may pledge, as security thereon, its rights to receive that part of the monthly Common Expense income that is necessary to amortize the payoff of the loan.

ARTICLE XI GLENMARY VILLAGE ASSOCIATIONS

In addition to this Declaration, the Regime and the Units are subject to a Declaration of Covenants, Conditions and Restrictions for Glenmary Village, of record in Deed Book 8372, Page 129, in the office of the Clerk of Jefferson County, Kentucky, as may be amended, and the Unit Owners are members of and have responsibilities to the Glenmary Village Residents Association, Inc. and the Glenmary Village Recreational Association, Inc. (if it is activated – currently it is not active and there are no recreational facilities as were otherwise contemplated in that Declaration of Covenants, Conditions and Restrictions for Glenmary Village). Except as expressly set forth in that Declaration of Covenants, Conditions and Restrictions, no Unit Owner or any other person or entity

shall, by virtue of any ownership of a Unit or membership in the Council, be entitled to any membership or other right, title or interest in the Glenmary Village Residents Association, Inc. or the Glenmary Village Recreational Association, Inc. or any right of enjoyment in or use of the Glenmary Village Common Area or the Common Area (as such terms are defined in that Declaration of Covenants, Conditions and Restrictions.

**ARTICLE XII
GENERAL**

Section 12.1 Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) In the event of the taking of an entire Unit by eminent domain, the Unit Owner and the Unit Owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, the Unit Owner, the Unit Owner's mortgagee(s) and other interest holder shall be divested of all interest in the Regime. If any condemnation award shall become payable to any Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Council of Co-Owners on behalf of such Owner. In that event, the Council shall rebuild the Unit as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to the Unit Owner thereof and the Unit Owner's mortgagee(s), as their interests may appear.

(b) If there is any taking of any portion of the Regime other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Council. The affirmative vote of 51% of the Unit Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Unit Owners in accordance with their respective percentages of common interest.

(c) If the Regime continues after taking by eminent domain, then the remaining portion of the Regime shall be re-surveyed and this Master Deed amended accordingly by the Board, and, if any Unit shall have been taken, then the amended Master Deed shall reflect such taking and shall proportionately readjust the percentage of common interest of the remaining Unit Owners based upon a total percentage of common interest of 100%.

Section 12.2 Amendment of Declaration.

(a) Except as otherwise provided in this Declaration, or in the Act, this Declaration may be amended from time to time by a majority of the Unit Owners, effective only upon recording of the signed instrument setting forth the amendment. However, without the joinder of Unit Owners, Developer may unilaterally amend this Declaration (in addition to the right to amend set forth in Section 2.4) to correct errors, or to clarify certain matters, or to make changes appropriate to comply with the requirements of FannieMae, FreddieMac, HUD, FHA, VA or other similar programs. By taking any interest in the Regime or by taking any interest in a Unit, each such person or entity shall be deemed to have granted to Developer a power of attorney for such purposes, coupled with an interest, running with the Regime or Unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal or by the lapse of time. Developer, for itself, and for its successors and assigns, reserves an interest in any real estate, including the Regime and each Unit, for these purposes.

(b) Notwithstanding the foregoing, the Regime may not be terminated without the written recorded consent of the greater of (i) the number of Unit Owners required by Kentucky law at the time of termination, or (ii) at least 67% of the Unit Owners and Eligible Holders and Eligible Insurers.

(c) The approval of Unit Owners holding 67% of the votes and of Eligible Holders holding first mortgages on Units to which at least 51% of the votes of Units subject to such mortgages appertain shall be required for any amendment that materially alters the establishment of, provision for, governance of or regulation of any of the following matters: (i) voting, (ii) assessments [not including normal annual or periodic adjustments that do not raise previously assessed amounts by more than 25%], assessment liens, or subordination of such liens, (iii) reserves for maintenance, repair and replacement of Common Elements, (iv) insurance or fidelity bonds, (v) rights to use the Common Elements, (vi) responsibility for maintenance and repair of the several portions of the Regime, (vii) expansion or contraction of the Regime or the addition, annexation or withdrawal of property from the Regime, (viii) redefinition of boundaries of Units (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Holders holding first mortgages on such Unit or Units must approve such actions), (ix) reallocation of interests in General Common Elements or Limited

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Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and the Eligible Holders holding first mortgages on such Unit or Units must approve such actions), (x) convertibility of Units into Common Elements or of Common Elements into Units, (xi) leasing of Units, (xii) imposition of any rights of first refusal or similar restrictions on the right of a Unit Owner to sell, transfer or otherwise convey a Unit, (xiii) establishment of self-management where professional management had been required, or (xiv) provisions that expressly benefit Eligible Holders or Eligible Insurers. Notwithstanding the foregoing, approval of Eligible Holders shall not be required with respect to the construction of new Units and incorporation of new Units into the Regime in accordance with Section 2.4. To the extent permitted by applicable law or regulations, an Eligible Holder shall be deemed to approve any such matter if the Eligible Holder does not respond within 60 days of the notice of the proposed action being given by certified mail, return receipt requested.

Section 12.3 Approval of Eligible Insurers. The approval of Eligible Insurers is required for any of the following: (i) annexation of additional property to the Property, (ii) merger or consolidation of the Regime with any other common interest community or the merger or consolidation of the Council with any other entity, (iii) dedication of Common Elements, or (iv) the dissolution of the Council. To the extent permitted by applicable law or regulations, an Eligible Insurer shall be deemed to approve any such matter if the Eligible Insurer does not respond within 60 days of the notice of the proposed action being given by certified mail, return receipt requested.

Section 12.4 Notices to Eligible Holders and Eligible Insurers. Upon written request to the Council identifying the name and address of the Eligible Holder or Eligible Insurer and of the Unit Owner and Unit number or address, such Eligible Holder or Eligible Insurer shall be entitled to time written notice of: (a) any proposed amendment changing (i) the boundaries of any Unit or any exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements (other than changes contemplated by Section 2.4 of this Declaration regarding the expansion of the Regime), (iii) the number of votes appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted; and (b) any proposed termination of the Regime; and (c) any condemnation or casualty loss that affects a material portion of the Regime or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer; (d) any lapse, cancellation or material modification of any insurance policy maintained by

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Gardens II of Glenmary Village
Condominiums

Building	Unit No.	Unit Location and Type	Unit Floor Area	Percentage of Common Interest
		see Plans for detail		
PHASE I				
22	9101-101	First Floor	1,262	3.0%
22	9101-102	First Floor	1,259	3.0%
22	9101-103	First Floor	1,260	3.0%
22	9101-104	First Floor	1,259	3.0%
22	9101-201	Second Floor	1,262	3.0%
22	9101-202	Second Floor	1,259	3.0%
22	9101-203	Second Floor	1,260	3.0%
22	9101-204	Second Floor	1,259	3.0%
22	9103-101	First Floor	1,259	3.0%
22	9103-102	First Floor	1,262	3.0%
22	9103-103	First Floor	1,259	3.0%
22	9103-104	First Floor	1,260	3.0%
22	9103-201	Second Floor	1,259	3.0%
22	9103-202	Second Floor	1,262	3.0%
22	9103-203	Second Floor	1,259	3.0%
22	9103-204	Second Floor	1,260	3.0%
20	9402-101	First Floor	1,380	3.3%
20	9402-102	First Floor	1,280	3.1%
20	9402-103	First Floor	1,380	3.3%
20	9402-104	First Floor	1,280	3.1%
20	9402-201	Second Floor	1,380	3.3%
20	9402-202	Second Floor	1,280	3.1%
20	9402-203	Second Floor	1,380	3.3%
20	9402-204	Second Floor	1,280	3.1%
20	9400-101	First Floor	1,280	3.1%
20	9400-102	First Floor	1,380	3.3%
20	9400-103	First Floor	1,280	3.1%
20	9400-104	First Floor	1,380	3.3%
20	9400-201	Second Floor	1,280	3.1%
20	9400-202	Second Floor	1,380	3.3%
20	9400-203	Second Floor	1,280	3.1%
20	9400-204	Second Floor	1,380	3.3%
			41,440.00	100.0%

END OF DOCUMENT

Recorded In Condo Book
No. 128 Page 44-50
Part No. 2784

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Document No.: DN2010071782
Lodged By: SALYERS AND BUECHLER
Recorded On: 06/04/2010 01:54:37
Total Fees: 97.00
Transfer Tax: .00
County Clerk: BARBARA HOLSCLAW-JEFF CO KY

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY VILLAGE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY VILLAGE SUBDIVISION is entered into as of the 26 day of Sept., 2014, by and among **GLENMARY VILLAGE, LLC**, a Kentucky limited liability company ("GV"), **RENAISSANCE-GLENMARY VILLAGE APARTMENTS, LLC**, a Kentucky limited liability company ("Apartments").

WHEREAS, GV, as the owner of the real property more fully described on Exhibit A-1, and Apartments, as the owner of the real property more fully described on Exhibit A-2, acting collectively as the "Developer", executed that certain Declaration of Covenants, Conditions and Restrictions for Glenmary Village Subdivision dated March 9, 2004, and recorded in Deed Book 8372, Page 0129, in the Office of the Clerk of Jefferson County, Kentucky (the "Original Declaration"); and

WHEREAS, the current ownership of the lots of Glenmary Village Subdivision are as follows;

- A) Lot 1 Glenmary Village Apartments, LLC by Deed dated October 31, 2001 of record in Deed Book 7757 page 140, and by quitclaim deeds dated March 2, 2006 and recorded in Deed Book 8790 Page 462 and 465 both in the Office of the Clerk of Jefferson County, Kentucky.
- B) Lot 2 PBI Bank, Inc. by deed dated March 10, 2010 of record in Deed Book 9534 page 212.
- C) Lot 3 PBI Bank, Inc. by deed dated March 10, 2010 of record in Deed Book 9534 page 216.
- D) Lot 4 The Gardens of Glenmary Village, by deed dated October 25, 2005 of record in Deed Book 8724 page 766.
- E) Lot 5 Fifth Third Bank by deed dated June 21, 2010 of record in Deed Book 9580 page 712.
- F) Lot 6 The Future Fund Endowment, Inc. by deed dated December 11, 2012 of record in Deed Book 9990 page 484.

WHEREAS, the Original Declaration called for the formation of a residents association by the name of Glenmary Village Residents Association, Inc., a Kentucky non-profit corporation (the "Residents Association") and a recreational association by the name of Glenmary Village Recreational Association, Inc., a Kentucky non-profit corporation (the "Recreational Association"); and

WHEREAS, the Residents Association was formed by Articles of Incorporation filed March 11, 2004, with the Kentucky Secretary of State, a copy of which is recorded in Book 621, page 70, in the Office of the Clerk of Jefferson County, Kentucky (the "Residents Articles of Incorporation") and the Residents Association adopted By-Laws dated March 11, 2004 (the "Residents Association By-Laws"); and

WHEREAS, the Recreational Association was formed by Articles of Incorporation filed March 11, 2004, with the Kentucky Secretary of State, a copy of which is recorded in Book 621, page 65, in the Office of the Clerk of Jefferson County, Kentucky (the "Recreational Articles of Incorporation") and the Recreational Association adopted By-Laws dated March 11, 2004 (the "Recreational Association By-Laws"); and

WHEREAS, there are certain inadvertent inconsistencies and conflicts between the Original Declaration, the Residents Articles of Incorporation, the Residents Association By-Laws, the Recreational Articles of Incorporation and the Recreational Association By-Laws, which the parties desire to correct as more fully set forth below; and

WHEREAS, the "Recreation Association" contemplated by the Original Declaration is not active and will be dissolved, and the "Recreation Area" was not developed as anticipated under the Original Declaration, and it is desirable to delete all references to the Recreational Association, Recreation Area and similar terms; and

WHEREAS, GV has, simultaneous with the execution of this Amended and Restated Declaration, assigned all of its rights as Developer under the Original Declaration, the Recreational Articles of Incorporation, the Recreational Association By-Laws, the Residents Articles of Incorporation and the Residents Association By-Laws to Apartments; and

WHEREAS, Apartments holds seventy-five percent (75%) or more of the votes in the Residents Association and the Recreational Association and has the power to amend the Original Declaration pursuant to Article VIII, Section 3, thereof, and whereas a meeting was properly convened and these Amended and Restated Declaration and Restrictions were voted upon with at least a 75% vote in favor,

NOW, THEREFORE, in consideration of the foregoing, the Original Declaration is hereby amended and restated as follows, and

Developer hereby declares that the Property (hereinafter defined) shall be held, sold and conveyed subject to the following Amended and Restated Declaration easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner (hereinafter defined).

ARTICLE I — DEFINITIONS

Section 1. "Association" shall mean and refer to the Residents Association, as defined below.

Section 2. "Common Area" shall have the meaning provided in Article III, Section 1, of this Declaration.

Section 3. “Residents Association” shall mean Glenmary Village Residents Association, Inc., a Kentucky nonprofit corporation, whose Articles of Incorporation have been filed with the Secretary of State for the Commonwealth of Kentucky and in the office of the Clerk of Jefferson County, Kentucky. The Residents Association has been established to maintain and operate the Common Area and facilities generally benefiting its members, and to establish and collect assessments for that purpose. See Article IV for provisions concerning the Residents Association and Article VI for provisions concerning the assessments.

Section 4. “Owner” shall mean and refer to one or more persons or entities, including Developer, who holds the record title to any Residential Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. For the purpose of this Declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of assessments, the record owner of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant residing in the Residential Unit.

Section 5. “Person” means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 6. “Property” shall mean and refer to the real property described in Article II, Section 1, and such additions as may be made pursuant to Article II, Section 2.

Section 7. “Residential Unit” shall mean a portion of the Property intended for use and occupancy as a residence by a single family, whether a residence is constructed thereon or not, including apartment units, condominium units and lots, which may contain, without limitation, detached houses, cluster houses or townhouses.

Section 8. “Developer” shall mean Apartments and its assigns, including, any record owner of Lot 1.

Section 9. “Residential Units” The number of Residential Units developed and approved for each Lot or Tract of Glenmary Village Subdivision, on the date of this Amended and Restated Covenants and Restrictions are set forth below:

Lot Number	Project Name	Developed Residential Units	Undeveloped Residential Units	Total Residential Units
1	Glenmary Village Apartments	272	0	272
2	Glenmary Gardens II	32	192	224
3	The Overlook	Order 18 DYKF4Q3V	100	118

4	Glenmary Gardens I	48	0	48
5	The Glenmary Meadows	0	64	64
6	Woodlands Protection Area Total	0	0	0
	Total	370	356	726

Section 10. “Residents Association Membership and Voting” As of this date the membership and voting rights for the Residents Association are as follows:

- 1). Lot 1— 1,360 Votes by Glenmary Village Apartments, LLC (As Developer - 272 multiplied by five (5) as provided for herein and in the Original Declaration).
- 2). Lot 2—32 Votes by Gardens II of Glenmary Village Condo Council, Inc.;
192 Votes by PBI Bank
- 3). Lot 3—18 Votes by Overlook At Glenmary Village Condo Assoc.
100 Votes by PBI Bank
- 4). Lot 4 —48 Votes by Council of Co-Owners of the Gardens of Glenmary Village, Inc.
- 5). Lot 5—64 Votes by Fifth Third Bank

ARTICLE II — PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The Property which is subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

- A) BEING Tracts 2, 3, 4, 5 and 6, inclusive as shown on the Record Plat of Glenmary Village Subdivision, of record in Plat Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky

BEING the same property acquired by Glenmary Village, LLC by the following Deeds: Deed Book 7646, Page 634; Deed Book 7647, Page 640; Deed Book 7646, Page 643; Deed Book 7646, Page 654 (as consolidated in Deed Book 7745, Page 958, corrected in Deed Book 7918, Page 190); and Deed Book 8049, Page 202, all in the office of the Clerk of Jefferson County, Kentucky.

- B) BEING Lot 1, Glenmary Village Subdivision, Plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

Order Date: 08-10-2023

Document not for resale

HomeWiseDocs

BEING the same property acquired by Renaissance Glenmary Village Apartments, LLC, by Deed dated October 31, 2001, of record in Deed Book 7757, Page 140, in said Clerk's office and by Quitclaim Deeds dated March 2, 2006, recorded in Deed Book 8790, Page 462 and 465 both in the Office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners;

(a) Additions in Accordance with a General Plan of Development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Residents Association from time to time and at any time until twenty years from the date of recording of this Declaration, to subject to the provisions of this Declaration all or any portion of the Glenmary Village by filing in the office of the Clerk of Jefferson County, Kentucky an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Developer may assign this right of annexation to any Person.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that in Glenmary Village may be made subject to this Declaration by filing an amendment to this Declaration in the office of the Clerk of Jefferson County, Kentucky. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of Glenmary Village or, if Developer no longer owns any part of Glenmary Village, the written consent or affirmative vote of a majority of the Class A members of the Residents Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Residents Association, if Developer no longer owns part of Glenmary Village and the Residents Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property in Glenmary Village.

ARTICLE III — PROPERTY RIGHTS

Section 1. Common Area. Every Owner, and every member of the Residents Association, shall have a right of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to each residential unit. The Common Area means and refers to Glenmary Village Boulevard, the sidewalks adjacent thereto, islands in the right of way, the Signature Entrance and lighting and irrigation along Glenmary Village Boulevard, all as located on the Property. The owners, and members of the residents association, rights of enjoyment are subject to the following provisions:

(a) The right of the Residents Association to suspend the voting rights and the right to sue the Common Areas by an Owner for any period during which any assessment against the Owner's Residential Unit remains unpaid, and for the period of time for any infraction of its published rules and regulations

(b) The right of the Residents Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Residents Association; provided, the Owners' easements of ingress and egress and any public utility easement shall not be affected. Developer may dedicate utility or service easements upon, through or under the Common Area at its sole discretion, and this right of the Developer may be assigned by Developer to the Board of Directors of the Residents Association, if the Common Area is affected.

Section 2. Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area to the members of his or her family residing with Owner on the Property or to his or her tenants or contract purchasers who reside on the Property. Membership in the Residents Association may not be conveyed separately from ownership in the Residential Unit.

Section 3. Sale of Common Area. No common Area shall be sold or otherwise disposed of without first offering to dedicate such area to the Metropolitan Government of Louisville and Jefferson County, Kentucky. This limitation neither applies to a transfer of the Common Area to an organization conceived and established to own and maintain the Common Area as a successor to the Residents Association, nor to the dedication of streets or utility easements as provided in Section 1(d) of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

ARTICLE IV — RESIDENTS ASSOCIATION

The Residents Association has been formed for the purpose of maintaining and keeping in good repair the Common Area and promoting the social welfare and serving the common good and general welfare of its members.

Section 1. Membership in Residents Association. Developer and every Owner in Lots 1 through 5 Glenmary Village Subdivision, shall be a member of the Residents Association; provided however, if any Residential Units are or become subject to a condominium regime, then the Home Owners Association (HOA) for such Residential Units shall be a member of the Residents Association in the place of the Owners of such Residential Units and such HOA shall have the voting rights and number of votes that would otherwise be available to the Owners of the Residential Units. The record owner of any lot that is not fully developed shall retain the voting rights for all undeveloped units.

Section 2. Classes of Membership in the Residents Association. The Residents Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be all the record Owners of each lot, or any HOA created for any condominium regime on any such lot. Each lot shall have the number

of votes as the number of residential units approved for each lot. If the lot is not totally built or developed, then the votes will be divided between the record owner of the Lot and the HOA in relation to the percentage of units developed and undeveloped. See Article I Sections 9 and 10 above.

(b) Class B. The Class B member shall be Developer. Developer, as owner of Lot 1, shall be entitled to 5 votes for each Residential Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) When, in its discretion, Developer so determines;
- (ii) January 1, 2030.

Section 3. Election of Board of Directors of the Residents Association. Article VII, Section 7, of this Declaration provides for the development of the Property in several tracts. The Articles and Bylaws of the Residents Association provide for a system of electing the Board of Directors of the Residents Association. The Articles and Bylaws may be amended to provide that two or more tracts are to be consolidated for the purpose of electing a Director and/or to provide for the election of a number of at-Large Directors.

Section 4. Rights and Obligations of the Residents Association.

(a) The Residents Association shall maintain, operate and keep in good repair unless such obligations are assumed by any municipal or governmental agency or other private maintenance association having jurisdiction thereof, the Common Area.

(b) The Residents Association shall have the rights and obligations more fully set forth in its Articles and Bylaws, including, but not limited to, the right or obligation to provide and pay for utility service to the Common Areas, including, without limitation, streetlights, to pay or contest real and personal property taxes and assessments, to obtain insurance on the Common Area, and to make and enforce reasonable rules and regulations for the use of the Common Area. The Residents Association may exercise any other right or privilege reasonably to be implied from the existence of the rights and privileges given to it in this Declaration, its Articles and Bylaws or reasonably necessary to effectuate any of the express rights and privileges.

(d) The Residents Association shall not be dissolved unless and until a successor organization has been established to assume the rights and obligations imposed on the Residents Association in this Declaration.

ARTICLE V — ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed for the Residential Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Residents Association and the (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments to be established

and collected as provided in this Article. The annual and special assessments, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall also be the personal obligation of the Owner at the time when the assessment fell due.

Section 2. Purpose of Assessments.

(a) The assessment levied by the Residents Association shall be used exclusively for the maintenance of the Common Area, including, but not limited to, the cost of repairs, replacement and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance, the employment of attorneys to represent the Residents Association and such other needs as may arise for the improvement and maintenance of the Common Area.

(b) Until Class B membership in the Residents Association ceases and is converted to Class A membership, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Common Area, as permitted in this Declaration.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 2015, the maximum annual assessment levied by the Residents Association shall be set at a rate not to exceed \$300 per month per Residential Unit. From and after January 1, 2015, the maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members of the Residents Association.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximums. The Board of Directors of the Association shall determine when the assessment shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Residents Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Residential Units. The Board of Directors of the Association may at its discretion waive the assessment for any year or part of a year for any Residential Unit not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall begin as to any Residential Unit subject to the assessment on the first

day of the month next following the date on which title to the Residential Unit is conveyed to an Owner, subject to the waiver provided in Section 5 of this Article. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year when title to the Residential Unit is conveyed to an Owner.

Section 7. Effect of nonpayment of Assessments; Remedies of the Associations. Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Residential Unit. Any assessments levied by the Residents Association shall constitute a lien upon the Residential Unit and improvements thereon against which each such assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the Residential Unit and shall be enforceable against such Residential Unit by foreclosure or otherwise.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or vendor's lien. Sale or transfer of any Residential Unit shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Residential Unit pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but shall not relieve such Residential Unit Owner from liability for any assessments thereafter becoming due or such Residential Unit from the lien for any assessments there after becoming due.

ARTICLE VII — MORTGAGEES' RIGHTS

A holder, insurer, or guarantor of a first mortgage ("**Mortgagee**"), upon written request to the Residents Association stating the Mortgagee's name and address and the address or unit number of the Residential Unit will be notified timely and in writing by the Residents Association of the following:

- (a) Any condemnation or casualty loss which affects a material portion of the Property or which affects any Residential Unit that secures the Mortgagee's mortgage;
- (b) Any sixty day delinquency in the payment of assessment or charges owed by the Owner of any Residential Unit on which the Mortgagee holds the mortgage; and
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Residents Association.

ARTICLE VIII — GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by the Owner, by the Residents Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Owner, the Residents Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for

restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then Owners of all Residential Units subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by a written instrument signed by the Owners of the Residential Units with 75% of the votes in the Residents Association and recorded in the office of the Clerk of Jefferson County, Kentucky.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Residents Association to amend, from time to time, their Articles and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors or officers of the Residents Association shall be personally liable to the Owners for any mistake or judgment or for any other acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Boards' Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property or the Common Area, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Residents Association, the determination thereof by the Board of Directors of the Residents Association shall be final and binding on each and all such Owners.

Section 7. Other Maintenance Associations. The Property will be developed in several tracts which may include various types of residential properties, including apartments, condominiums, townhouses, and patio houses. This Declaration applies to all the Property made subject to this Declaration, but nothing contained in this Declaration shall be construed to prevent additional covenants, conditions and restrictions from being imposed on individual tracts. Any such covenants, conditions or restrictions that conflict with those contained in this Declaration shall be void, and the covenants, conditions and restrictions contained in this Declaration shall control. Maintenance associations or condominium councils may be established for the different tracts. The formation of such additional associations or councils,

however, shall not relieve any Owner from its obligations to pay assessments as provided in this Declaration; provided, the Residents Association may arrange for the additional associations, councils or apartment owners to collect the assessments provided for in this Declaration. The Residents Association may contract with each other or with the additional associations, councils or apartment owners, or may jointly contract with the additional associations, councils, apartment owners and third parties for the purpose of accomplishing the obligations set forth in this Declaration.

Section 8. Common Areas, Open Spaces, Signature Entrances, etc. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville Metro Planning Commission. The Residents Association cannot amend this restriction without approval from the Louisville Metro Planning Commission.

Section 9. Woodland Protection Areas. The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Declaration of Covenants, Conditions and Restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

This Section 9 may be amended or released only with the prior approval of Louisville Metro Planning Commission.

WITNESS the signature of Developer as of the date first set forth above but actually on the dates set forth below.

GLENMARY VILLAGE, LLC
a Kentucky limited liability company,

BY: DKCD, INC. *MANAGER*
a Kentucky corporation, ~~Member~~

BY: *[Signature]*

TITLE: *President*

RENAISSANCE – GLENMARY VILLAGE APARTMENTS, LLC
a Kentucky limited liability company

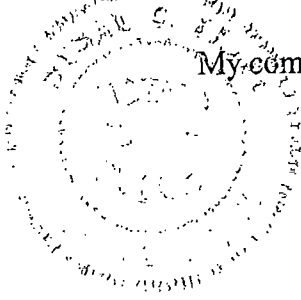
BY: DKCD, INC. *MANAGER*
a Kentucky corporation, ~~Member~~

BY: *[Signature]*, *President*

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing was acknowledged before me on September 26, 2014, by Donald J. Cook, President of DKCD, Inc., a Kentucky corporation, as Manager of Glenmary Village, LLC, a Kentucky limited liability company, on behalf of the company, and as President of DKCD, Inc., a Kentucky corporation, as Manager of Renaissance-Glenmary Village Apartments, LLC, a Kentucky limited liability company, on behalf of the company.

My commission expires: June 4, 2016



Susan C. Bruno
Notary Public
SUSAN C. BRUNO
467852

This Instrument Prepared by:

Paul M. Baker

Paul M. Baker
Lynch, Cox, Gilman & Goodman, PSC
.500 West Jefferson Street, Suite 2100
Louisville, KY 40202
(502) 589-4215

BEING Tracts 2, 3, 4, 5 and 6, inclusive as shown on the Record Plat of Glenmary Village Subdivision, of record in Plat Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Glenmary Village, LLC by the following Deeds: Deed Book 7646, Page 634; Deed Book 7646, Page 640; Deed Book 7646, Page 643; Deed Book 7646, Page 654 (as consolidated in Deed Book 7745, Page 958, corrected in Deed Book 7918, Page 190); and Deed Book 8049, Page 202, all in the office of the Clerk of Jefferson County, Kentucky.

EXHIBIT A-1

Being Lot 1, Glenmary Village Subdivision, Plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

Being property conveyed to Renaissance Glenmary Village Apartments, LLC, a Kentucky limited liability company, by Deed dated October 31, 2001, recorded in Deed Book 7757, Page 140, and by Quitclaim Deeds dated March 2, 2006, recorded in Deed Book 8790, Page 462 and 465, both in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT A-2

Document No.: DN2014124334
Lodged By: RENAISSANCE GLENMAY
Recorded On: 09/26/2014 01:00:30
Total Fees: 46.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: TERHIG

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201

Order Date: 08-10-2023

END OF DOCUMENT

Document not for resale
HomeWiseDocs



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 # 2020127020

BATCH # 236369

JEFFERSON CO, KY FEE \$50.00

STATE OF KY DEED TAX \$800.00

PRESENTED ON: 07-02-2020 09:33:38 AM

LODGED BY: S&B TITLE

RECORDED: 07-02-2020 09:33:38 AM

BOBBIE HOLSCRAW
CLERK

BY: ROXANN MCGAUGHEY
RECORDING CLERK

BK: D 11725

PG: 214-218

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: www.jeffersoncountyclerk.org | Email: countyclerk@jeffersoncountyclerk.org

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**ASSIGNMENT OF DEVELOPER RIGHTS
and
QUITCLAIM DEED OF UNDERLYING LAND**

[Gardens II of Glenmary Village Condominiums]

THIS ASSIGNMENT OF DEVELOPER RIGHTS and QUITCLAIM DEED OF UNDERLYING LAND (this "Assignment") is made and entered into as of June 29, 2020, by and between

LIMESTONE BANK, INC., a Kentucky corporation (f/k/a PBI Bank, Inc., see Articles of Amendment and Restatement filed with the Secretary of State of the Commonwealth of Kentucky on 1/26/2018), 2500 Eastpoint Parkway, Louisville, Kentucky 40223

("Assignor/Grantor")

and

CDJ DEVELOPMENT, LLC, a Kentucky limited liability company, 11511-a Shelbyville Road, Louisville, Kentucky 40243

("Assignee/Grantee").

*Send property tax bills to:
c/o CDJ Development, LLC
11511-a Shelbyville Road
Louisville, Kentucky 40243*

RECITALS AND CONSIDERATION

A. PBI Bank, Inc. (n/k/a Limestone Bank, Inc.), as "Developer", executed and recorded a Master Deed and Declaration of Condominium Property Regime of Gardens II of Glenmary Village Condominiums, of record in *Deed Book 9570, Page 672*, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), and recorded with the Declaration a plat and plans of record in *Condominium Book 128, Pages 44 to 50* inclusive, in the office of the Clerk of Jefferson County, Kentucky.

B. Pursuant to contract between Assignor/Grantor and Assignee/Grantee, Assignor/Grantor agreed to sell, assign, transfer and convey to Assignee/Grantee the developer rights held by Assignor/Grantor in the Gardens II of Glenmary Village Condominiums and any interest of Assignor/Grantor in the land underlying the Gardens II Glenmary Village

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

Order Date: 08-10-2023

Document 1 not for resale

HomeWiseDocs

Condominiums regime, and Assignee/Grantee agreed to purchase and acquire those development rights and interest in the underlying land.

C. The total consideration for the assignment and conveyance set forth in this Assignment is Eight Hundred Thousand Dollars (\$800,000.00), receipt and sufficiency of which are acknowledged by Assignor/Grantor.

ASSIGNMENT

In consideration of the price paid by Assignee/Grantee to Assignor/Grantor as set forth in Recital paragraph C above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor/Grantor and Assignee/Grantee, Assignor/Grantor and Assignee/Grantee agree as follows.

1. Assignment of Developer Rights. Assignor/Grantor hereby sells, transfers and assigns to Assignee/Grantee all of the rights of Assignor/Grantor, as "Developer" under the Declaration, including without limitation those rights set forth in Section 2.4 and in Section 6.2 of the Declaration.

2. Assumption. Assignee/Grantee accepts the foregoing assignment and assumes all rights and privileges of Assignor/Grantor under the Declaration from and after the date of this Assignment.

QUITCLAIM DEED

Assignor/Grantor also quitclaims and conveys to Assignee/Grantee all right, title and interest of Assignor/Grantor in and to the land now constituting part of the "Common Elements" as defined in the Declaration, more particularly described as follows:

BEING Tract 2, Glenmary Village Subdivision, the plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

EXCLUDING THEREFROM: all Units established by the Declaration, as more particularly set forth in Exhibit A to the Declaration, and all Limited Common Elements allocated to those Units or assigned separately.

BEING part of the property conveyed to PBI Bank, Inc., by deed dated March 10, 2010, of record in Deed Book 9534, Page 212, in the office of the Clerk of Jefferson County, Kentucky.

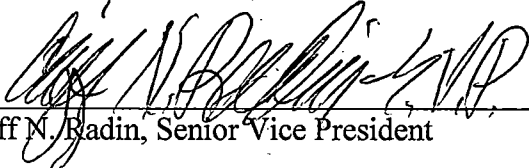
CONSIDERATION CERTIFICATE

Assignor/Grantor and Assignee/Grantee hereby certify that the consideration stated in this Assignment is the full actual consideration for the property interests hereby assigned and conveyed.

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201
Order Date: 08-10-2023
Documer2 not for resale
HomeWiseDocs


WITNESS the signatures of Assignor/Grantor and Assignee/Grantee as of the above date, but actually on the dates set forth in the notarial certificates below:

ASSIGNOR/GRANTOR:
LIMESTONE BANK, INC.

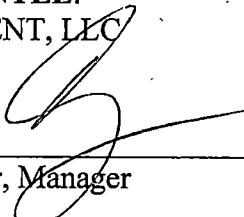
By: 
Cliff N. Radin, Senior Vice President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged and sworn to before me on June 29, 2020, by Cliff N. Radin, as Senior Vice President of Limestone Bank, Inc., a Kentucky corporation, on behalf of the corporation.



Notary Public
Commission expires: 11/17/2023
Notary ID: 633956

ASSIGNEE/GRANTEE:
CDJ DEVELOPMENT, LLC

By: 
Craig Mayer, Manager

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged and sworn to before me on June 29, 2020, by Craig Mayer, as Manager of CDJ Development, LLC, a Kentucky limited liability company, on behalf of the company.


Notary Public
My Commission Expires: 11/17/2023
Notary ID: 633956

This instrument prepared by:



David B. Buechler
Stuart & Buechler, P.S.C.
906 Lily Creek Road, Suite 202
Louisville, Kentucky 40243

GENERAL NOTES

- CONSTRUCTION PLANS AND DOCUMENTS SHALL COMPLY WITH LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT'S DESIGN MANUAL AND STANDARD SPECIFICATIONS AND OTHER LOCAL, STATE AND FEDERAL ORDINANCES.
- WASTEWATER: SANITARY SEWER IS AVAILABLE BY LATERAL EXTENSION AGREEMENT SUBJECT TO FEES. SANITARY SEWER PATTERN DEPICTED FOR CONCEPTUAL PURPOSES ONLY. FINAL CONFIGURATION AND SIZE OF SEWER PIPES SHALL BE DETERMINED DURING THE CONSTRUCTION PLAN DESIGN PROCESS. SANITARY SEWER FACILITIES SHALL CONFORM TO MSD REQUIREMENTS.
- STORMWATER: FINAL CONFIGURATION AND SIZE OF DETENTION PONDS, DRAINAGE PIPES, CHANNELS, AND PERMANENT WATER QUALITY FEATURES TO BE DETERMINED DURING THE CONSTRUCTION PLAN DESIGN PROCESS. DRAINAGE FACILITIES SHALL CONFORM TO MSD REQUIREMENTS.
- COMPATIBLE UTILITY LINES (ELECTRIC, PHONE, CABLE) SHALL BE PLACED IN A COMMON TRENCH UNLESS OTHERWISE REQUIRED BY APPROPRIATE AGENCIES.
- MITIGATION MEASURES FOR DUST CONTROL SHALL BE IN PLACE DURING CONSTRUCTION TO PREVENT FUGITIVE PARTICULATE EMISSIONS FROM REACHING EXISTING ROADS AND NEIGHBORING PROPERTIES.
- THE FINAL DESIGN OF THIS PROJECT MUST MEET ALL MSA WATER QUALITY REGULATIONS ESTABLISHED BY MSD.
- UPON DEVELOPMENT OR REDEVELOPMENT OF ADJACENT PROPERTIES, A UNIFIED ACCESS AND CIRCULATION SYSTEM SHALL BE DEVELOPED TO ELIMINATE PREEXISTING CURB CUTS AND PROVIDE FOR VEHICULAR MOVEMENT THROUGHOUT ADJACENT SITES AS DETERMINED APPROPRIATE BY THE DEPARTMENT OF PUBLIC WORKS. A CROSS ACCESS AGREEMENT TO RUN WITH THE LAND AND IN A FORM ACCEPTABLE TO PLANNING COMMISSION LEGAL COUNSEL SHALL BE RECORDED PRIOR TO THE TIME OF CONSTRUCTION APPROVAL FOR THE ADJACENT PROPERTY TO BE DEVELOPED.
- ALL PAVEMENT WITHIN PARKING AREAS TO BE ASPHALT.
- CONSTRUCTION PLANS, BOND, AND PERMIT ARE REQUIRED BY METRO PUBLIC WORKS PRIOR TO CONSTRUCTION APPROVAL.
- COMPATIBLE UTILITY LINES (ELECTRIC, PHONE, CABLE) SHALL BE PLACED IN A COMMON TRENCH UNLESS OTHERWISE REQUIRED BY APPROPRIATE AGENCIES.
- AN ENCROACHMENT PERMIT AND BOND ARE REQUIRED BY METRO PUBLIC WORKS FOR ROADWAY REPAIRS ON ALL SURROUNDING ACCESS ROADS TO THE SUBDIVISION SITE DUE TO DAMAGES CAUSED BY CONSTRUCTION TRAFFIC ACTIVITIES.
- ALL STREET NAME SIGNS AND PAVEMENT MARKINGS SHALL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- CURBS & GUTTER SHALL BE PROVIDED ALONG ALL STREETS IN THE DEVELOPMENT.
- SITE IS SUBJECT TO REGIONAL FACILITY FEES. STORM WATER RUNOFF CURVE NUMBER SHALL BE EQUAL TO OR LESS THAN THE ORIGINAL DESIGN.
- A SITE RECONNAISSANCE WAS CONDUCTED BY MR. RUSSELL BROOKS AND MR. SCOTT BOND OF LAW ENGINEERING & ENVIRONMENTAL SERVICES ON JULY 17, 2020 AS RECORDED IN THE FILE FOR CASE NUMBER 9-36-00CV AT THE PLANNING AND DESIGN SERVICES LIBRARY. KARST FEATURES WERE FOUND AS INDICATED ON THE PLAN.
- ALL SIGNS WILL COMPLY WITH CHAPTER B REQUIREMENTS AND ACQUIRE THE PROPERTY PERMITS.

SWPP NOTES

THE APPROVED EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLAN SHALL BE IMPLEMENTED PRIOR TO ANY LAND-DISTURBING ACTIVITY ON THE CONSTRUCTION SITE. ANY MODIFICATIONS TO THE APPROVED EPSC PLAN MUST BE REVIEWED AND APPROVED BY MSD'S PRIVATE DEVELOPMENT REVIEW OFFICE. EPSC BMP'S SHALL BE INSTALLED PER THE PLAN AND MSD STANDARDS.

DETENTION BASINS, IF APPLICABLE, SHALL BE CONSTRUCTED FIRST AND SHALL PERFORM AS SEDIMENT BASINS DURING CONSTRUCTION UNTIL THE CONTRIBUTING DRAINAGE AREAS ARE SEEDED AND STABILIZED. ACTIONS MUST BE TAKEN TO MINIMIZE THE TRACKING OF MUD AND SOIL FROM CONSTRUCTION AREAS ONTO PUBLIC ROADWAYS. SOILS TRACKED ONTO THE ROADWAY SHALL BE REMOVED DAILY.

SOIL STOCKPILES SHALL BE LOCATED AWAY FROM STREAMS, PONDS, SWALES, AND CATCH BASINS. STOCKPILES SHALL BE SEED, MULCHED, AND ADEQUATELY CONTAINED THROUGH THE USE OF SILT FENCING. ALL STREAM CROSSINGS MUST UTILIZE LOW-WATER CROSSING STRUCTURES PER MSD STANDARD DRAWING ER-02.

WHERE CONSTRUCTION OR LAND DISTURBANCE ACTIVITY WILL OR HAS TEMPORARILY CEASED ON ANY PORTION OF A SITE, TEMPORARY SITE STABILIZATION MEASURES SHALL BE REQUIRED AS SOON AS PRACTICABLE, BUT NO LATER THAN 14 CALENDAR DAYS AFTER THE ACTIVITY HAS CEASED.

SEDIMENT-LADEN GROUNDWATER ENCOUNTERED DURING TRENCHING, BORING OR OTHER EXCAVATION ACTIVITIES SHALL BE PUMPED TO A SEDIMENT TRAPPING DEVICE PRIOR TO BEING DISCHARGE INTO A STREAM, POND, SWALE OR CATCH BASIN.

EROSION PREVENTION PLAN

ALL STORM WATER RUNOFF FROM DISTURBED AREAS WILL BE DIRECTED TO DITCH CHECKS OR SILT FENCE PERIMETER CONTROLS UNTIL STORM SEWERS ARE INSTALLED. AFTER STORM SEWER INSTALLATION, ALL STORM INLETS SHALL BE PROTECTED WITH STONE BAGS, SILT SACKS OR OTHER MSD APPROVED INLET CONTROLS. SILT FENCE SHALL BE UTILIZED AS PERIMETER CONTROLS AROUND SENSITIVE AREAS DURING CONSTRUCTION. SMALL WATERSHED AREAS MAY BE PROTECTED WITH SILT FENCE AND/OR DITCH CHECKS BASED ON FINAL GRADING.

UTILITY NOTE

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER "B.U.D." (TOLL FREE PHONE NO. 1-800-752-6007) FORTY-EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES. WHEN CONTACTING THE "B.U.D." CALL CENTER, PLEASE STATE THAT THE WORK TO BE DONE IS FOR A PROPOSED M.S.D. SEWER OR DRAINAGE FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS, IN THE TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS.

PRELIMINARY APPROVAL

Condition of Approval:

T. J. [Signature] 09-29-2020
Date

LOUISVILLE & JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

LEGEND

- EX. STORM SEWER
- EX. STORM SEWER (DEMO)
- PROP. STORM SEWER
- EX. SANITARY SEWER
- PROP. SANITARY SEWER
- DRAINAGE FLOW ARROWS
- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- ZONING BOUNDARY
- FORM DISTRICT BOUNDARY
- SINKHOLE TO BE FILLED
- SINKHOLE TO REMAIN
- NOT A PART OF REVISION
- SLOPES 20% TO 30%
- SLOPES GREATER THAN 30%

ADJOINING PROPERTY OWNERS

- PHILIP SULLIVAN & KATRENA CLARK
14419 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9223 PG 172
- RONIKA PAYNE & JOWAN D THOMAS
14501 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9456 PG 529
- STEPHANIE A DOSSEY
14503 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9973 PG 721
- STEPHANIE A DOSSEY
14505 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9973 PG 721
- RONALD L WARD & ROBIN D WARD
14507 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9452 PG 304
- KATHLEEN H JACKSON
14509 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9529 PG 879
- JASON HULON & MELINDA HULON
14511 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 9568 PG 533
- MATTHEW C PHILLIPS & AMY MICHELLE PHILLIPS
14513 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 10916 PG 904
- JACOB D ADAMS & KAYLA M ADAMS
14515 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 10535 PG 88
- DARTAGNAN RAMSEY
14517 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 11435 PG 502
- STACY D PULLIAM & TIMIKO PULLIAM
14519 ESTATE RIDGE BLVD
LOUISVILLE, KY 40291
DB 11155 PG 384

NOTICE

PERMITS SHALL BE ISSUED ONLY IN CONFORMANCE WITH THE BINDING ELEMENTS OF THE DISTRICT DEVELOPMENT PLAN.

PRELIMINARY APPROVAL DEVELOPMENT PLAN

CONDITIONS:

BY: *[Signature]*
DATE: 09/29/2020
LOUISVILLE & JEFFERSON COUNTY
METRO PUBLIC WORKS

LOUISVILLE METRO

APPROVED DISTRICT DEVELOPMENT PLAN

DOCKET NO. 19-DDP-0069

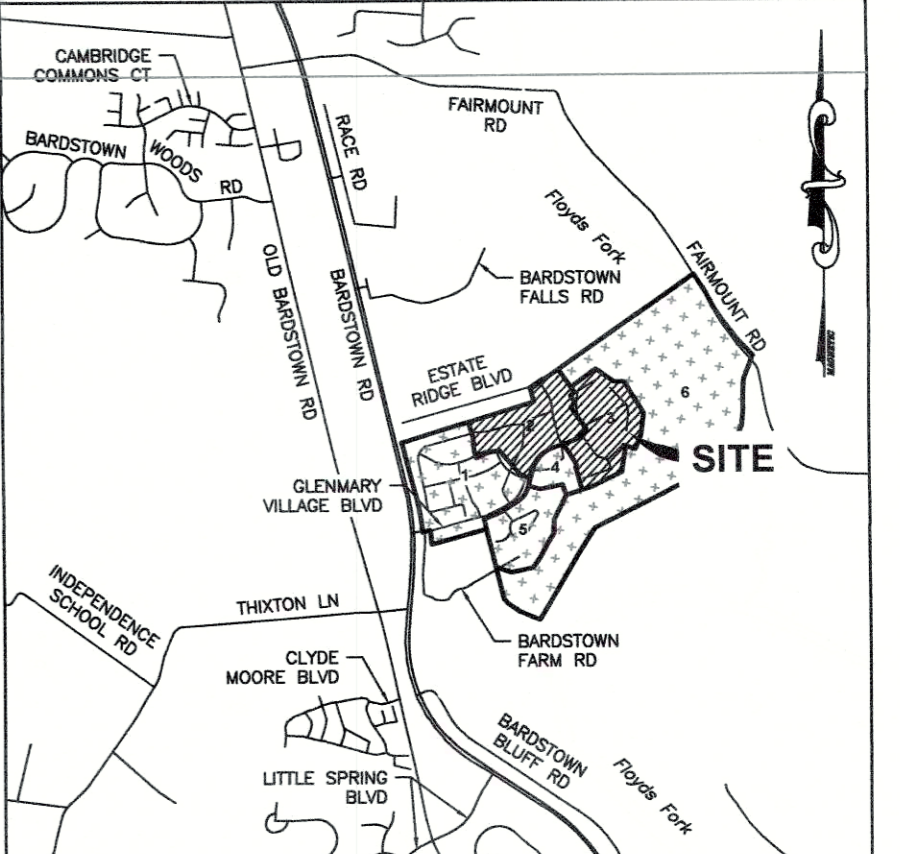
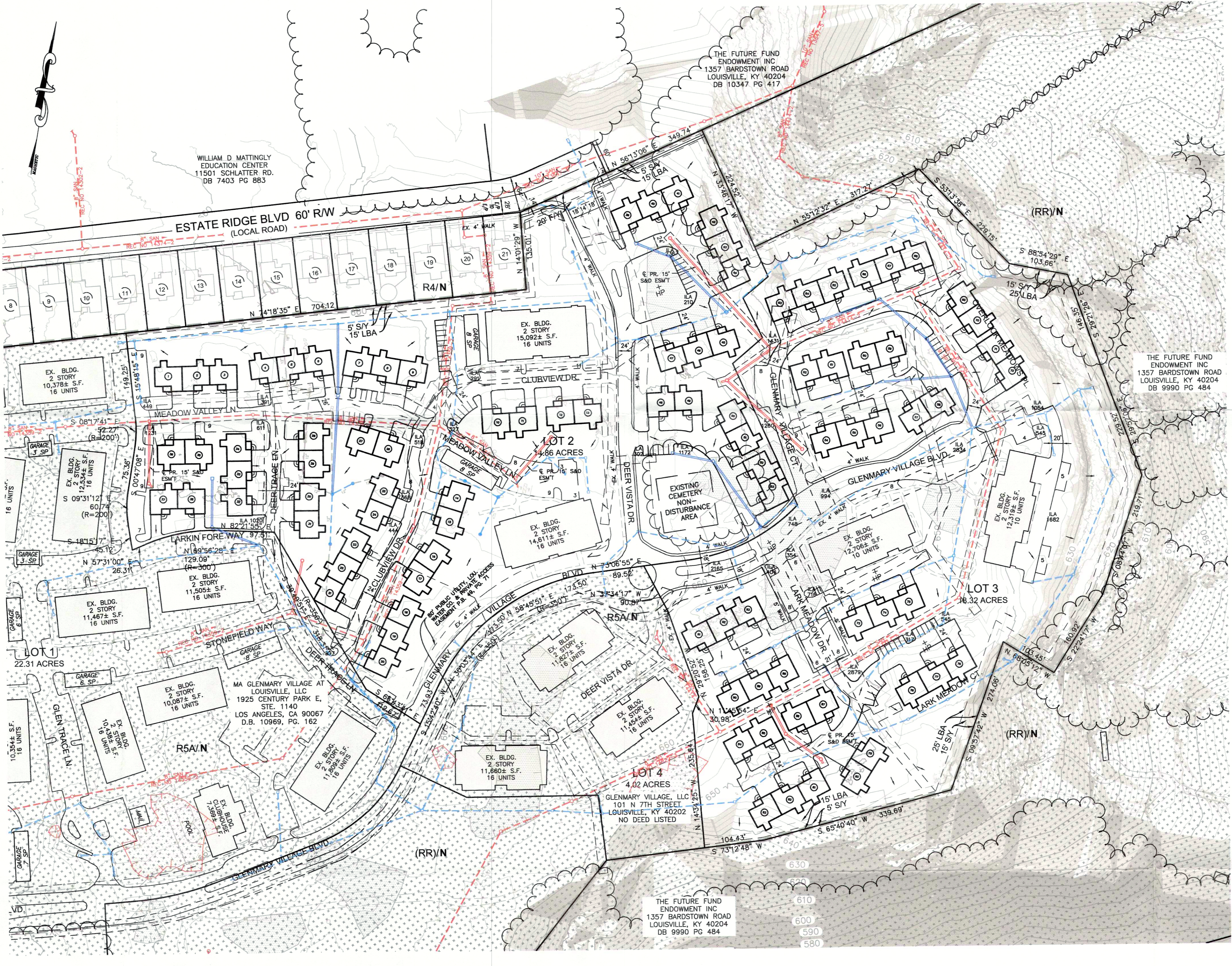
APPROVAL DATE 5-21-2020

EXPIRATION DATE 5-21-2027

SIGNATURE OF PLANNING COMMISSION

[Signature]

PLANNING COMMISSION



SITE DATA

FORM DISTRICT:	NEIGHBORHOOD
ZONING:	R5-A
EXISTING USE:	MULTI-FAMILY RESIDENTIAL
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL
GROSS SITE AREA:	1,445,197 SF OR 33.18 AC
TOTAL UNITS:	145 UNITS
EXISTING CONDOS:	52 UNITS
PROPOSED GARDEN HOMES:	93 UNITS
GROSS DENSITY:	4.37 DU/AC
GROSS BUILDING FOOTPRINT AREA:	233,288 SF
EXISTING CONDOS:	54,728 SF
PROPOSED GARDEN HOMES:	178,560 SF
GROSS FLOOR AREA OF ALL BUILDINGS:	288,016 SF
EXISTING CONDOS:	109,456 SF
PROPOSED GARDEN HOMES:	178,560 SF
TALLEST STRUCTURE HEIGHT:	35' MAX FROM GRADE TO MIDPOINT OF ROOF

PARKING CALCULATIONS

MINIMUM REQUIRED PARKING (1.5 SPACES/UNIT)	218 SPACES
MAXIMUM OUTDOOR PARKING SPACES (3 SPACES/UNIT)	435 SPACES
PARKING PROVIDED:	435 SPACES
GARAGE SPACES:	202 SPACES
SURFACE SPACES:	233 SPACES

ILANVA CALCULATIONS

SUBJECT PROPERTIES VIA TOTAL:	284,776 SF
ILA REQUIRED: (7.5% OF VJA)	21,358 SF
ILA PROVIDED:	25,895 SF
TREES REQUIRED:	72 TREES
LOT 1 (CASE # L-12-02) VIA TOTAL:	273,134 SF
ILA REQUIRED: (5.0% OF VJA)	13,657 SF
ILA PROVIDED:	15,000 SF
LOT 4 (CASE # L-194-04) VIA TOTAL:	28,544 SF
ILA REQUIRED: (5.0% OF VJA)	1,428 SF
ILA PROVIDED:	2,795 SF
LOT 5 (CASE # L-15-SCAPE1201) NO ILA CALCULATIONS WERE PROVIDED ON THE APPROVED LANDSCAPE PLAN FOR THIS SITE.	

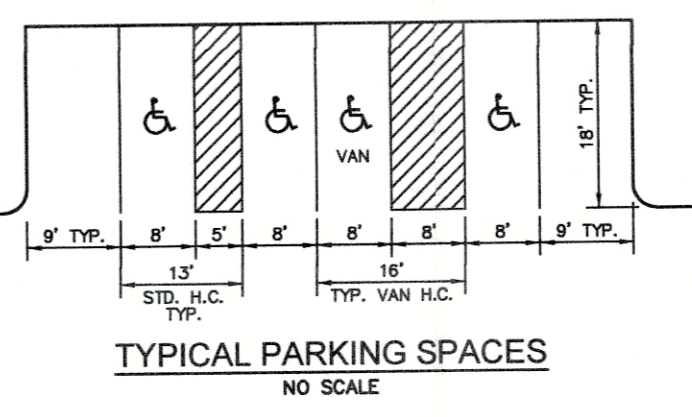
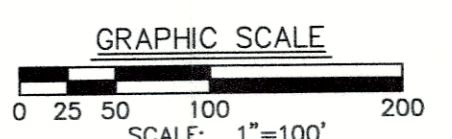
TREE CANOPY CALCULATIONS

SUBJECT PROPERTIES GROSS SITE AREA:	1,445,197 SF
EXISTING TREE CANOPY:	<40%
TREE CANOPY TO BE PRESERVED:	0 SF (0%)
TOTAL TREE CANOPY REQUIRED (20%):	289,039 SF (20%)
LOT 1 (CASE # L-12-02) THIS SITE WAS APPROVED UNDER ARTICLE 12, PRIOR TO TREE CANOPY CALCULATION REQUIREMENTS.	
LOT 4 (CASE # L-194-04) THIS SITE WAS APPROVED UNDER ARTICLE 12, PRIOR TO TREE CANOPY CALCULATION REQUIREMENTS.	
LOT 5 (CASE # L-15-SCAPE1201) GROSS SITE AREA:	464,172 SF
EXISTING TREE CANOPY:	0-40%
TREE CANOPY TO BE PRESERVED:	0 SF (0%)
TOTAL TREE CANOPY REQUIRED (20%):	92,834 SF (20%)
TOTAL TREE CANOPY PROVIDED:	93,600 SF (20%)
LOT 6 (DB 7786 PG 868) THIS SITE WAS APPROVED UNDER ARTICLE 12, PRIOR TO TREE CANOPY CALCULATION REQUIREMENTS, HOWEVER, 2,713,352 SF OF WPA WAS PROVIDED.	

OPEN SPACE CALCULATIONS

NOTE: EXCESS TREE CANOPY IN OTHER SECTIONS, INCLUDING WPA AREA ON LOT 6, MAY BE APPLIED TOWARDS REQUIRED TREE CANOPY AT THE TIME OF LANDSCAPE PLAN APPROVAL.

WITH A DENSITY <5 DU/AC, NO OPEN SPACE IS REQUIRED FOR THIS SITE PER LDC 5.11.9.A. PREVIOUSLY DEVELOPED PORTIONS OF THIS PROJECT DID NOT SHOW ANY REQUIRED OPEN SPACE ON THE APPROVED DEVELOPMENT PLANS.



RECEIVED

JAN 13 2020

PLANNING & DESIGN SERVICES

CASE # 19-DDP-0069

WM # 8861

TAX BLOCK 3609, LOTS 2 & 3

OWNER: LIMESTONE BANK, INC
2500 EASTPOINT PARKWAY
LOUISVILLE, KY 40223
D.B. 9534, PG. 212 & D.B. 9534, PG. 216

SABAK, WILSON & LINGO, INC

ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS

THE HENRY CLAY 608 S. THIRD STREET, LOUISVILLE, KENTUCKY 40202

PHONE: (502) 584-6271

SHEET TITLE: REVISED DETAILED DEVELOPMENT PLAN

PROJECT TITLE: GLENMERRY VILLAGE LOTS 2 & 3

DEVELOPER: CDJ DEVELOPMENT, LLC
11511-A SHELBYVILLE RD, LOUISVILLE, KY 40243

JOB NO. 3108

SCALE: 1"=100'

DATE: 11/18/19

DRAWING NO. **DDP**

SHEET 1 OF 1

Binding Elements
Case No. 19-DDP-0069

RESOLVED, the Louisville Metro Planning Commission does hereby **APPROVE** the Revised Development Plan and Binding Element Amendments:

1. The development shall be in accordance with the approved district development plan and agreed upon binding elements unless amended pursuant to the Zoning District Regulations. Any changes/additions/alterations of any binding element(s) shall be submitted to the Planning Commission for review and approval. Any changes/additions/alterations not so referred shall not be valid.
- 1a. The unshaded area on the approved district development plan is considered to be a detailed district development plan. The shaded area on the approved district development plan is considered to be a general district development plan. Development in both the shaded and unshaded areas of the accompanying district development plan shall be in accordance with the existing Conditional Use Permit (C.U.P.) operation as approved by the Board of Zoning Adjustment on April 6, 1998 in Docket No. B-26-98 (which exists within the shaded general plan area) and further in accordance with the approved general or detailed district development plan, as the case may be, and agreed upon binding elements, unless amended pursuant to the Zoning District Regulations. No further development shall occur without approval from the Planning Commission, except for land uses permitted in the established zoning district and in C.U.P. Docket No. B-26-98 pursuant to Planning Commission legal counsel opinion on file in this case. Any changes/additions/alterations of any binding element(s) shall be submitted to the Planning Commission for review and approval; any changes/additions/alterations not so referred shall not be valid. Prior to development of any portion of the property that is shaded on the approved district development plan and, therefore, that is considered a general district development plan, developer shall obtain approval of a detailed district development plan. Such plan(s) shall be in adequate detail and subject to additional binding elements. The additional binding elements may relate, but not be limited, to the following items:
 - a. screening, buffering, landscaping, tree preservation
 - b. density, size and height of buildings
 - c. points of access and site layout with respect to on-site circulation
 - d. land uses
 - e. signage
 - f. loading berths
 - g. parking
 - h. site design
 - i. outdoor lighting
 - j. dumpsters
2. The density of the development shall not exceed 200 dwelling units until a second means of permanent access is available (either by access easement with proper zoning or by dedicated public right-of-way). After the second access point is complete, the development shall not exceed a total of 744 dwelling units. date: 08-10-2023
3. A signature entrance may be provided at the main entrance(s) in accordance with Section 9.1.A of the Louisville and Jefferson County Development Code. Any freestanding signs in accordance with the parkway designation standards and Chapter 9 of the Louisville and Jefferson County Development Code may be approved by Planning Commission staff.

Binding Elements
Case No. 19-DDP-0069

4. No outdoor advertising signs, pennants, balloons, or banners shall be permitted on the site.
5. Outdoor lighting shall be directed down and away from surrounding residential properties. Lighting fixtures shall have a 90-degree cutoff and height of the light standard shall be set so that no light source is visible off-site.
6. Construction fencing shall be erected when off-site trees or tree canopy exists within 3' of a common property line. Fencing shall be in place prior to any grading or construction to protect the existing root systems from compaction. The fencing shall enclose the entire area beneath the tree canopy and shall remain in place until all construction is completed. No parking, material storage or construction activities are permitted within the protected area.
7. Before any permit (including but not limited to building, parking lot, change of use or alteration permit) is requested:
 - a. The development plan must receive full construction approval from Construction Review, Louisville Metro Public Works and the Metropolitan Sewer District.
 - b. The property owner/developer must obtain approval of a detailed plan for screening (buffering/landscaping) as described in Chapter 10, the parkway buffer designation requirements and as recommended by the Floyds Fork Study (1 tree per 25 feet to screen the structures from Floyds Fork) prior to requesting a building permit. Such plan shall be implemented prior to occupancy of the site and shall be maintained thereafter.
 - c. A minor subdivision plat shall be recorded creating the lot lines as shown on the development plan. A copy of the recorded instrument shall be submitted to the Division of Planning and Development Services; transmittal of approved plans to the office responsible for permit issuance will occur only after receipt of said instrument.
 - d. All appropriate variances shall be obtained from the Board of Zoning Adjustments prior to the transmittal of the approved development plan to the appropriate building department.
 - e. **Final elevations/renderings shall be submitted for review and approval by Planning Commission staff. A copy of the approved rendering shall be available in the case file on record in the offices of the Louisville Metro Planning Commission. This applies only to Lots 2 and 3, and 19-DDP-0069.**
8. If a building permit is not issued within two years of the date of approval of the plan or rezoning, whichever is later, the property shall not be used in any manner unless a revised district development plan is approved or an extension is granted by the Planning Commission.
9. A certificate of occupancy must be received from the appropriate code enforcement department prior to occupancy of the structure or land for the proposed use. All binding elements requiring action and approval must be implemented prior to requesting issuance of the certificate of occupancy, unless specifically waived by the Planning Commission.
10. There shall be no outdoor music (live, piped, radio or amplified) or outdoor entertainment or outdoor PA system audible beyond the property line.

Binding Elements
Case No. 19-DDP-0069

11. The applicant, developer, or property owner shall provide copies of these binding elements to tenants, purchasers, contractors, subcontractors and other parties engaged in development of this site and shall advise them of the content of these binding elements. These binding elements shall run with the land and the owner of the property and the occupant of the property shall at all times be responsible for compliance with these binding elements. At all times during development of the site, the applicant and developer, their heirs, successors, and assignees, contractors, subcontractors, and other parties engaged in development of the site, shall be responsible for compliance with these binding elements.
12. A soil erosion and sedimentation control plan meeting the design requirements of the recently adopted Erosion and Sediment Control Ordinance shall be developed and implemented in accordance with the Metropolitan Sewer District and the USDA Natural Resources Conservation Service recommendations. Documentation of the MSD's approval of the plan shall be submitted to the Planning Commission prior to commencement of any clearing, grading, or construction activities.
13. The site shall be developed in accordance with the woodland protection areas delineated on the site plan and related notes. Any modification of the woodland protection area requires: (1) notification of adjoining property owners; (2) notification of those persons who spoke at the public hearing; and, (3) LD&T action.
14. The applicant shall provide deeds of restriction ensuring that WPAs will be permanently protected in a manner consistent with these binding elements and the approved plan. The form of such restrictions shall be approved by Planning Commission counsel. All plans setting out woodland protection areas must contain the following notes/conditions:
 - a. Woodland Protection Areas (WPAs) identified on this plan represent portions of the site that shall be permanently preserved (all existing vegetation except for clearing for the trails, picnic areas and water quality basin construction). All clearing, grading and fill activity in these areas must be in keeping with restrictions established at the time of development plan approval. No further clearing, grading, construction or other land disturbing activity shall take place within designated WPAs beyond pruning to improve the general health of the tree or to remove dead or declining trees that may pose a public health and safety threat.
 - b. Dimension lines have been used on this plan to establish the general location of WPAs and represent that minimum boundary of the designated WPAs. The final boundary for each WPA shall be established in the field by the applicant, developer, or property owner to include canopy area of all trees at or within the dimension line.
 - c. Tree protection fencing shall be erected around all WPAs prior to Site Disturbance Approval to protect the existing tree stands and their root systems. The fencing shall be located at least 3 feet beyond the edge of the tree canopy and shall remain in place until all construction is completed.
 - d. No parking, material storage or construction activities are permitted within the WPAs.
15. The dumpster shall not be emptied between the hours of 11 p.m. and 7 a.m.

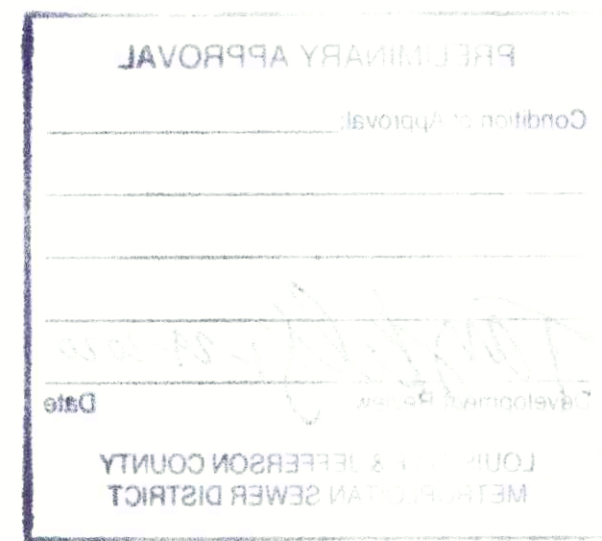
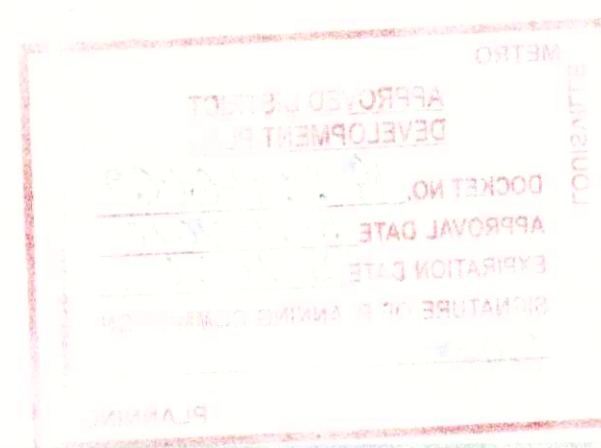
Binding Elements
Case No. 19-DDP-0069

16. The materials and design of proposed structures shall be substantially the same as depicted in the rendering as presented at the December 7, 2000 and December 21, 2000 Planning Commission meetings. **This does not apply to Lots 2 and 3.**
17. Engineers will be onsite during construction to monitor sinkhole remediation if any sinkholes are discovered, and to ensure stability of residential foundations in areas potentially affected by any sinkholes.
18. All road improvements in Bardstown Road shall be constructed as shown on the approved district development plan prior to requesting a certificate of occupancy.
19. Within 12 months after obtaining a certificate of occupancy, the applicant shall convey by conservation easement, the open space area within the Floyds Fork DRO to a government or not-for-profit entity to be selected and agreed upon by the owner/developer and staff of the Louisville and Jefferson County Planning Commission, except for the area delineated on the approved district development plan (subject to Future Fund approval).
20. Prior to approval of the construction plans, the developer shall finalize the design of the Water Quality Structures for stormwater directed towards the Floyds Fork/Big Run Watersheds. The water quality structures design shall received approval by MSD and DPDS. The design of the water quality structures shall address, at a minimum, the following issues:
 - a. groundwater recharge of sufficient quality and quantity to compensate for the filling of sinkholes on-site.
 - b. long term erosion control measures to protect slopes in the areas of the outflow of stormwater runoff from the water quality structures and stormwater outlets.
21. The conditional use permit for the mulching operation (Docket No. B-26-98) shall be abandoned at the time the mulching operation is relocated or closed.
22. The Articles of Incorporation of the Condominium Association shall include a measure for the maintenance of the water quality basin and groundwater recharge facilities approved by MSD and DPDS. The frequency of maintenance and types of maintenance activities shall be determined by MSD. The provisions within the Articles of Incorporation shall be reviewed and approved by Planning Commission legal counsel prior to requesting a certificate of occupancy.
23. Areas of this site currently drain to sinkholes. A detailed sinkhole study has been completed by LAW/GIBB. This report has been submitted to MSD and the Louisville and Jefferson County Planning Commission. This report prioritizes the existing sinkholes, and this report was used for determining the sinkholes to leave open and those that could be closed. Areas of the development plan have been revised to conform to this study. Storm water recharge addressing both direct runoff which previously entered the sinkholes and groundwater infiltration replacement will be incorporated into the development plan as was discussed with MSD and DPDS staff at a meeting on December 12, 2000. All construction details associated with the recharge of these sinkholes and groundwater infiltration replacement shall be submitted to MSD and DPDS staff for approval before the approval of the detailed site construction drawings.

Binding Elements
Case No. 19-DDP-0069

24. The majority of the developed site, greater than 95%, will be directed to the proposed water quality basin. The basin will be sized for the first one-half inch runoff from the developed site. A diversion basin will be constructed at the entrance of the basin to direct additional runoff away from the basin once the first one-half inch of the runoff has been stored in the basin. This additional runoff will be directed to Big Run Creek. The detained water in the basin will be released out of the basin into the existing channel where the basin will be constructed. The basin dam will be constructed out of an earthen fill. All construction details associated with the basin and outfalls will be presented to MSD and DPDS for approval before the approval of the detailed site construction drawings as was discussed at a meeting on December 12, 2000 with MSD and DPDS staff.
25. Prior to the recording of the record plat, copies of the recorded documents listed below shall be filed with the Planning Commission.
 - a. Articles of Incorporation in a form approved by Counsel for the Planning Commission and the Certificate of Incorporation of the Condominium Association.
 - b. A deed of restriction in a form approved by counsel of the Commission outlining responsibilities for the maintenance of open space.
 - c. Bylaws of the Condominium Association in a form approved by Counsel for the Planning Commission.
26. The developer, its successors and assigns, shall assure the inclusion in these two sections of the overall development of a minimum of ten percent (10%) percent of the total "for sale" product in these two sections (currently being 9 condominium units) as affordable housing, meaning condominium unit sale prices shall be calculated using 80% of the current Jefferson County area median income (AMI) limit, as established by the U.S. Department of Labor (such price being determined as equaling what can be purchased by a family whose annual income is 80% of the median annual income for a family of four).

The developer/owner shall be responsible for submitting an annual report to Planning & Design Services staff at 12-month intervals from the date of the first certificate of occupancy (for a residential unit), until all affordable owner occupied units have been issued building permits. The annual report shall identify the name of the development, the unit numbers, the unit addresses, and the sale price of the designated affordable units.



RECEIPT
Jefferson COUNTY CLERK'S OFFICE
Bobbie Holsclaw, COUNTY CLERK

BATCH #: 329834
OPERATOR: ROXANN
DATE: 09/09/2021
TIME: 12:18:59 PM

Customer/Return Party
GOLDBERG SIMPSON
GOLDBERG SIMPSON
9301 DAYFLOWER ST
PROSPECT, KY 40059

<u>Instrument #</u>	<u>Date Filed</u>	<u>Book - Page</u>	<u>Pages</u>	<u>Instrument Type</u>
2021225985	09/09/2021 12:16:54 PM	X 139 - 85	3	COND MYLAR

Fee/Charges Information

Clerk Fee:	\$40.00
Doc Storage Fee:	\$10.00
Extra Page Fee:	\$50.00
Total Fees:	\$100.00

<u>Instrument #</u>	<u>Date Filed</u>	<u>Book - Page</u>	<u>Pages</u>	<u>Instrument Type</u>
2021225986	09/09/2021 12:17:23 PM	D 12132 - 198	5	COND MASTER DED

Fee/Charges Information

Clerk Fee:	\$27.00
Clerk Expense:	\$3.00
Doc Storage Fee:	\$10.00
State Fee:	\$3.00
Housing Fee:	\$6.00
Library Archive Fee:	\$1.00
Total Fees:	\$50.00

=====

RECEIPT TOTAL:	\$150.00
TOTAL PAID:	\$150.00

PAYMENT METHOD:

\$146.00	CHECK # 35137
\$4.00	CASH

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201
Order Date: 08-10-2023
Document not for resale
HomeWiseDocs

AMENDMENT TO MASTER DEED
GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") enters into this Amendment ("Amendment") to the Master Deed and Declaration ("Master Deed") of Condominium Property Regime of Gardens II of Glenmary Village Condominiums, Inc. ("Gardens II") this 8th day of September, 2021.

Whereas the Master Deed for Gardens II is of record in Deed Book 9570, Page 672 in the Office of the Clerk of Jefferson County, Kentucky ("Clerk"); and,

Whereas CDJ desires to add five (5) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

Now Therefore the Master Deed is hereby amended to add the five (5) new condominium units 9510, 9512, 9513, 9514, and 9515 to the Gardens II of Glenmary Village Condominiums, Inc. as shown on Exhibit A.

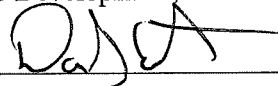
In Testimony Whereof, witness the signature of an authorized member of CDJ Development, LLC

FILED IN OFFICE

SEP 09 2021

Bobbie Holsclaw, Clerk
By _____, D.C.

CDJ Development, LLC

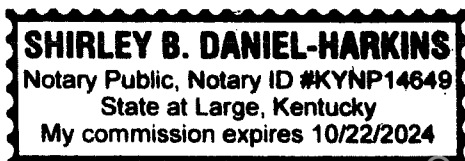
By: 

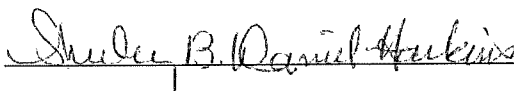
Its: Authorized Member

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Subscribed, sworn to and acknowledged before me by Dan Smith authorized member of CDJ Development, LLC on behalf of the company this 8th day of September, 2021.

My commission expires: 10/22/2024.

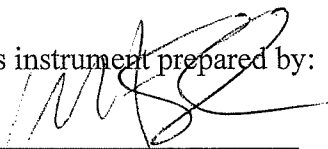




Notary Public, State-at-Large, Kentucky

KYNP 14649

This instrument prepared by:



Mark J. Sandlin
Goldberg Simpson LLC
9301 Dayflower Street
Prospect, Kentucky 40059
502-589-4440
msandlin@goldbergsimpson.com

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201
Order Date: 08-10-2023
Document not for resale
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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 # 2022063107

BATCH # 374093

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 03-18-2022 2 10:44:00 AM

LODGED BY: GOLDBERG SIMPSON LLC

RECORDED: 03-18-2022 10:44:00 AM

BOBBIE HOLSCRAW

CLERK

BY: RAY BENSON

LEGAL RECORDS

BK: D 12303

PG: 858-861

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: www.jeffersoncountyclerk.org | Email: countyclerk@jeffersoncountyclerk.org

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**SECOND AMENDMENT TO THE MASTER DEED AND DECLARATION OF
GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS, INC.**

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Second Amendment ("Second Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village Condominiums, Inc. ("Gardens II") this ____ day of March, 2022.

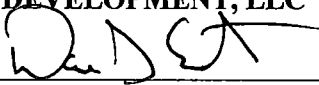
WHEREAS, the Master Deed for Gardens II is of record in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; and,

WHEREAS, CDJ desires to add four (4) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the four (4) new condominiums units 9505, 9507, 9509, and 9511 to the Gardens II of Glenmary Village Condominiums, Inc. as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

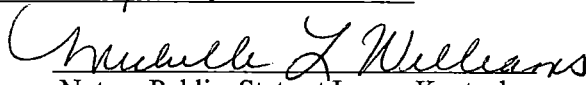
By: 

Its: Authorized Member

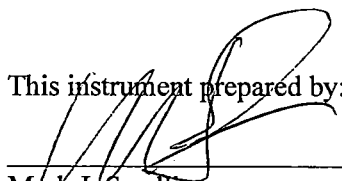
COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Subscribed, sworn to, and acknowledged before me by Dan Smith,
Authorized member of CDJ Development, LLC on behalf of the company this 17th day of March, 2022.

My commission expires: Oct. 15, 2024


Notary Public, State at Large, Kentucky

Notary Public ID#: KYNP16108

This instrument prepared by:

Mark J. Sandlin
9301 Dayflower Street
Prospect, Kentucky 40059

MICHELLE L. WILLIAMS
Notary Public, State at Large, KY
My comm. expires Oct. 15, 2024
Notary ID #KYNP16108

**THIRD AMENDMENT TO THE MASTER DEED AND DECLARATION OF
GARDENS II OF GLENMARY VILLAGE ~~CONDOMINIUMS, INC.~~**

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Third Amendment ("Third Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ~~Condominiums, Inc.~~ ("Gardens II") this 15th day of September, 2022.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; and, a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on September 19, 2022 floor plans for said expansion which are recorded in Condominium Book 140, Pages 57-59, in the Office aforesaid; and,

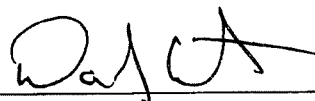
WHEREAS, CDJ desires to add four (4) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the four (4) new condominiums units 9501, 9503, 9504, and 9506 to the Gardens II of Glenmary Village ~~Condominiums, Inc.~~ as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By:



Its: Authorized Member

GARDENS II of GLENMARY VILLAGE CONDOMINIUMS
 Percentage of Common Interest for Each Unit
 DATE: May 25, 2022

<u>Building No.</u>	<u>Unit Location</u>	<u>Unit No.</u>	<u>Percentage of Common Interest</u>	<u>Square Footage of Complete Units</u>
---------------------	----------------------	-----------------	--------------------------------------	---

PHASE 1

22	First Floor	9101-101	2.24%	1,262
22	First Floor	9101-102	2.23%	1,259
22	First Floor	9101-103	2.23%	1,260
22	First Floor	9101-104	2.23%	1,259
22	Second Floor	9101-201	2.24%	1,262
22	Second Floor	9101-202	2.23%	1,259
22	Second Floor	9101-203	2.23%	1,260
22	Second Floor	9101-204	2.23%	1,259
22	First Floor	9103-101	2.23%	1,259
22	First Floor	9103-102	2.24%	1,262
22	First Floor	9103-103	2.23%	1,259
22	First Floor	9103-104	2.23%	1,260
22	Second Floor	9103-201	2.23%	1,259
22	Second Floor	9103-202	2.24%	1,262
22	Second Floor	9103-203	2.23%	1,259
22	Second Floor	9103-204	2.23%	1,260
20	First Floor	9402-101	2.44%	1,380
20	First Floor	9402-102	2.27%	1,280
20	First Floor	9402-103	2.44%	1,380
20	First Floor	9402-104	2.27%	1,280
20	Second Floor	9402-201	2.44%	1,380
20	Second Floor	9402-202	2.27%	1,280
20	Second Floor	9402-203	2.44%	1,380
20	Second Floor	9402-204	2.27%	1,280
20	First Floor	9400-101	2.27%	1,280
20	First Floor	9400-102	2.44%	1,380
20	First Floor	9400-103	2.27%	1,280
20	First Floor	9400-104	2.44%	1,380
20	Second Floor	9400-201	2.27%	1,280
20	Second Floor	9400-202	2.44%	1,380
20	Second Floor	9400-203	2.27%	1,280
20	Second Floor	9400-204	2.44%	1,380

Order: TDYKF4Q3V
 Address: 9103 Meadow Valley Ln Unit 201
 Order Date: 08-10-2023
 Document not for resale
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Recorded In Condo Book
No. 3220 Page 140
Part No. §1-83

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 # 2023017603

BATCH # 437972

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 01-26-2023 3 12:50:46 PM

LODGED BY: GOLDBERG & SIMPSON

RECORDED: 01-26-2023 12:50:46 PM

BOBBIE HOLSCLAW

CLERK

BY: ROXANN MCGAUGHEY

RECORDING CLERK

BK: D 12542

PG: 445-449

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: www.jeffersoncountyclerk.org | Email: countyclerk@jeffersoncountyclerk.org

HomeWiseDocs

**FIFTH AMENDMENT TO THE MASTER DEED AND DECLARATION OF
GARDENS II OF GLENMARY VILLAGE**

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Fifth Amendment ("Fifth Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ("Gardens II") this 26th day of January, 2023.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; a Third Amendment recorded on September 19, 2022 in Deed Book 12457, Page 917; and, a Fourth Amendment recorded on October 26, 2022 in Deed Book 12484, Page 620, all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on _____, 2023 floor plans for said expansion which are recorded in Condominium Book 140, Pages 81-83, in the Office aforesaid; and,

WHEREAS, CDJ desires to add four (4) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the four (4) new condominiums units 9201, 9203, 9405, and 9407 to the Gardens II of Glenmary Village as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By:

Michael W. McClain

Michael W. McClain, Counsel

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

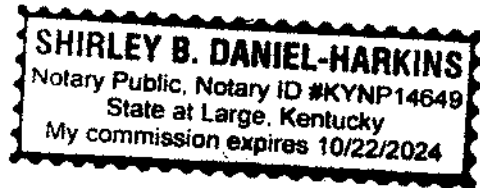
Subscribed, sworn to, and acknowledged before me by Michael W. McClain,
Counsel for CDJ Development, LLC on behalf of the company this 26th day of January,
2023.

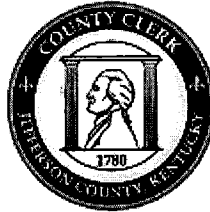
My commission expires: October 22, 2024

Shirley B. Daniel-Harkins
Notary Public ID#: KYNP#14649

This instrument prepared by:

Michael W. McClain
Michael W. McClain
GOLDBERG SIMPSON, LLC
9301 Dayflower Street
Prospect, Kentucky 40059
Phone: 502.589.4440
Fax: 502.410.0528
mmcclain@goldbergsimpson.com





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 # 2023076144

BATCH # 453513

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 04-20-2023 3 08:08:02 AM

LODGED BY: GOLDBERG SIMPSON LLC

RECORDED: 04-20-2023 08:08:02 AM

BOBBIE HOLSCRAW
CLERK

BY: CINDY WELSH
INDEXING CLERK

BK: D 12595

PG: 7-11

Order: TDYKF4Q3V

Address: 9103 Moorpark Valley Ln Unit 201
Louisville, KY 40202 (502) 574-5700

Website: www.jeffersoncountyclerk.org | Email: countyclerk@jeffersoncountyclerk.org

Order Date: 08-10-2023
Document not for resale
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CND
4

SEVENTH AMENDMENT TO THE MASTER DEED AND DECLARATION OF GARDENS II OF GLENMARY VILLAGE

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Seventh Amendment ("Seventh Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ("Gardens II") correcting the Sixth Amendment filed on April 11, 2023 which inadvertently omitted a second page to Exhibit A.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; a Third Amendment recorded on September 19, 2022 in Deed Book 12457, Page 917; a Fourth Amendment recorded on October 26, 2022 in Deed Book 12484, Page 620; a Fifth Amendment recorded on January 26, 2023 in Deed Book 12542, Page 445, and a Sixth Amendment recorded on April 11, 2023 in Deed Book 12589, Page 395, all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on April 11, 2023 floor plans for said expansion which are recorded in Condominium Book 140, Pages 84-86, in the Office aforesaid; and,

WHEREAS, CDJ desires to add nine (9) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the nine (9) new condominiums units 9401, 9403, 9213, 9215, 9217, 9219, 9214, 9216, and 9218 to the Gardens II of Glenmary Village as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By: Michael W. McClain

Michael W. McClain, Counsel

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

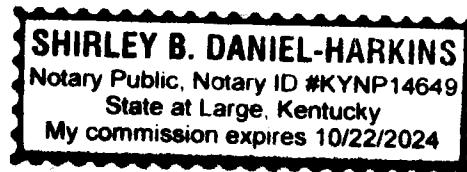
Subscribed, sworn to, and acknowledged before me by Michael W. McClain,
Counsel for CDJ Development, LLC on behalf of the company this 19th day of April,
2023.

My commission expires: October 22, 2024.

Shirley B. Daniel-Harkins
Notary Public ID#: KYNP#14649

This instrument prepared by:

Michael W. McClain
Michael W. McClain
GOLDBERG SIMPSON, LLC
9301 Dayflower Street
Prospect, Kentucky 40059
Phone: 502.589.4440
Fax: 502.410.0528
mmclain@goldbergsimpson.com



<u>Building No.</u>	<u>Address</u>	<u>Unit No.</u>	<u>Percentage of Common Interest</u>	<u>Square Footage of Complete Units</u>
---------------------	----------------	-----------------	--------------------------------------	---

PHASE 2

	9510 Clubview Drive	9510	1.62%	1,156
	9512 Clubview Drive	9512	1.60%	1,141
	9514 Clubview Drive	9514	1.61%	1,152
	9513 Clubview Drive	9513	1.61%	1,154
	9515 Clubview Drive	9515	1.62%	1,156
	9505 Clubview Drive	9505	1.61%	1,151
	9507 Clubview Drive	9507	1.61%	1,154
	9509 Clubview Drive	9509	1.61%	1,153
	9511 Clubview Drive	9511	1.62%	1,159
	9501 Clubview Drive	9501	1.63%	1,164
	9503 Clubview Drive	9503	1.62%	1,156
	9504 Clubview Drive	9504	1.61%	1,154
	9506 Clubview Drive	9506	1.63%	1,165
	9201 Meadow Valley Lane	9201	1.62%	1,157
	9203 Meadow Valley Lane	9203	1.62%	1,161
	9405 Deer Trace Lane	9405	1.62%	1,159
	9407 Deer Trace Lane	9407	1.61%	1,154
	9401 Deer Trace Lane	9401	1.62%	1,160
	9403 Deer Trace Lane	9403	1.61%	1,153
	9213 Meadow Valley Lane	9213	1.63%	1,165
	9215 Meadow Valley Lane	9215	1.62%	1,157
	9217 Meadow Valley Lane	9217	1.61%	1,154
	9219 Meadow Valley Lane	9219	1.62%	1,158
	9214 Meadow Valley Lane	9214	1.62%	1,155
	9216 Meadow Valley Lane	9216	1.61%	1,151
	9218 Meadow Valley Lane	9218	1.62%	1,157
			0.00%	
			0.00%	
Total			100.00%	71,496.00

Order: TDYKF4Q3V
 Address: 9103 Meadow Valley Ln Unit 201
 Order Date: 08-10-2023
 Document not for resale
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Bobbie Holsclaw
Jefferson County Clerk's Office

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has been recorded as a permanent record in the archives of the
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INST # 2022244438

BATCH # 422555

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 10-26-2022 2 08:53:41 AM

LODGED BY: GOLDBERG SIMPSON LLC

RECORDED: 10-26-2022 08:53:41 AM

BOBBIE HOLSCRAW

CLERK

BY: KAREN MESSICK

INDEXING CLERK

BK: D 12484

PG: 620-624

Recorded In Condo Book

No. 140 Page 100-62

Part No. 3223

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Order Date: 08-10-2023

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Document not for resale

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FOURTH AMENDMENT TO THE MASTER DEED AND DECLARATION OF GARDENS II OF GLENMARY VILLAGE

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Fourth Amendment ("Fourth Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ("Gardens II") this 24th day of October, 2022.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; and, a Third Amendment recorded on September 19, 2022 in Deed Book 12457, Page 917; all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on October 26, 2022 floor plans for said expansion which are recorded in Condominium Book 140, Pages 60, in the Office aforesaid; and,

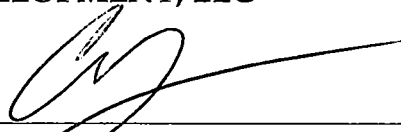
WHEREAS, CDJ desires to add four (4) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the four (4) new condominiums units 9201, 9203, 9405, and 9407 to the Gardens II of Glenmary Village as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By:



Its: Authorized Member, Craig Mayer

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

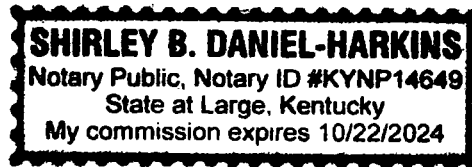
Subscribed, sworn to, and acknowledged before me by Craig Mayer, Authorized member of CDJ Development, LLC on behalf of the company this 24th day of October, 2022.

My commission expires: October 22, 2024.

Shirley B. Daniel Harkins
Notary Public ID#: 14649

This instrument prepared by:

Michael W. McClain
Michael W. McClain
GOLDBERG SIMPSON, LLC
9301 Dayflower Street
Prospect, Kentucky 40059
Phone: 502.589.4440
Fax: 502.410.0528
mmcclain@goldbergsimpson.com





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 # 2023070083

BATCH # 451839

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 04-11-2023 3 02:14:43 PM

LODGED BY: GOLDBERG SIMPSON LLC

RECORDED: 04-11-2023 02:14:43 PM

BOBBIE HOLSCRAW

CLERK

BY: LEEMESIA EDWARDS

INDEXING CLERK

BK: D 12589

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527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

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CND
3

**SIXTH AMENDMENT TO THE MASTER DEED AND DECLARATION OF
GARDENS II OF GLENMARY VILLAGE**

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Sixth Amendment ("Sixth Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ("Gardens II") this 12th day of April, 2023.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; a Third Amendment recorded on September 19, 2022 in Deed Book 12457, Page 917; a Fourth Amendment recorded on October 26, 2022 in Deed Book 12484, Page 620; and, a Fifth Amendment recorded on January 26, 2023 in Deed Book 12542, Page 445, all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on _____ 2023 floor plans for said expansion which are recorded in Condominium Book 140, Pages 84-86 in the Office aforesaid; and,

WHEREAS, CDJ desires to add nine (9) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the nine (9) new condominiums units 9401, 9403, 9213, 9215, 9217, 9219, 9214, 9216, and 9218 to the Gardens II of Glenmary Village as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By:

Michael W. McClain

Michael W. McClain, Counsel

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

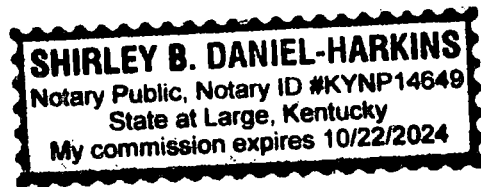
Subscribed, sworn to, and acknowledged before me by Michael W. McClain,
Counsel for CDJ Development, LLC on behalf of the company this 10th day of April,
2023.

My commission expires: October 22, 2024.

Shirley B. Daniel-Harkins
Notary Public ID#: KYNP#14649

This instrument prepared by:

Michael W. McClain
Michael W. McClain
GOLDBERG SIMPSON, LLC
9301 Dayflower Street
Prospect, Kentucky 40059
Phone: 502.589.4440
Fax: 502.410.0528
mmclain@goldbergsimpson.com





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 # 2023076144

BATCH # 453513

JEFFERSON CO, KY FEE \$50.00

PRESENTED ON: 04-20-2023 3 08:08:02 AM

LODGED BY: GOLDBERG SIMPSON LLC

RECORDED: 04-20-2023 08:08:02 AM

BOBBIE HOLSCRAW

CLERK

BY: CINDY WELSH

INDEXING CLERK

BK: D 12595

PG: 7-11

Order: TDYKF4Q3V

Address: 9103 Meadow Valley Ln Unit 201
527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Order Date: 08-10-2023
Website: www.jeffersoncountyclerk.org | Email: countyclerk@jeffersoncountyclerk.org

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CPD
4

**SEVENTH AMENDMENT TO THE MASTER DEED AND DECLARATION OF
GARDENS II OF GLENMARY VILLAGE**

CDJ Development, LLC, a Kentucky limited liability company ("CDJ") hereby enters into this Seventh Amendment ("Seventh Amendment") to the Master Deed and Declaration ("Master Deed") of the Condominium Property Regime of Gardens II of Glenmary Village ("Gardens II") correcting the Sixth Amendment filed on April 11, 2023 which inadvertently omitted a second page to Exhibit A.

WHEREAS, the Declaration of Master Deed for Gardens II with exhibits was recorded on June 4, 2010, in Deed Book 9570 Page 672 in the Office of the Clerk of Jefferson County, Kentucky; as amended by a First Amendment recorded on September 9, 2021 in Deed Book 12132, Page 198; a Second Amendment recorded on March 13, 2022 in Deed Book 12303, Page 858; a Third Amendment recorded on September 19, 2022 in Deed Book 12457, Page 917; a Fourth Amendment recorded on October 26, 2022 in Deed Book 12484, Page 620; a Fifth Amendment recorded on January 26, 2023 in Deed Book 12542, Page 445, and a Sixth Amendment recorded on April 11, 2023 in Deed Book 12589, Page 395, all in the office aforesaid and all of which collectively are referred to herein as the "Master Deed"; and,

WHEREAS, the Developer expanded the condominium project and filed on April 11, 2023 floor plans for said expansion which are recorded in Condominium Book 140, Pages 84-86, in the Office aforesaid; and,

WHEREAS, CDJ desires to add nine (9) condominium units to the Gardens II which are identified in the list of condominium units and square footages attached hereto as Exhibit A.

NOW THEREFORE, the Master Deed is hereby amended to add the nine (9) new condominiums units 9401, 9403, 9213, 9215, 9217, 9219, 9214, 9216, and 9218 to the Gardens II of Glenmary Village as shown on Exhibit A.

IN TESTIMONY WHEREOF, witness the signature of an authorized member of CDJ Development, LLC, a Kentucky limited liability company.

CDJ DEVELOPMENT, LLC

By: Michael W. McClain

Michael W. McClain, Counsel

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

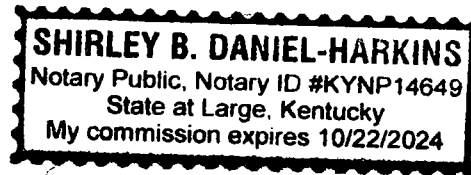
Subscribed, sworn to, and acknowledged before me by Michael W. McClain,
Counsel for CDJ Development, LLC on behalf of the company this 19th day of April,
2023.

My commission expires: October 22, 2024

Shirley B. Daniel-Harkins
Notary Public ID#: KYNP#14649

This instrument prepared by:

Michael W. McClain
Michael W. McClain
GOLDBERG SIMPSON, LLC
9301 Dayflower Street
Prospect, Kentucky 40059
Phone: 502.589.4440
Fax: 502.410.0528
mmclain@goldbergsimpson.com



<u>Building No.</u>	<u>Address</u>	<u>Unit No.</u>	<u>Percentage of Common Interest</u>	<u>Square Footage of Complete Units</u>
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PHASE 2

	9510 Clubview Drive	9510	1.62%	1,156
	9512 Clubview Drive	9512	1.60%	1,141
	9514 Clubview Drive	9514	1.61%	1,152
	9513 Clubview Drive	9513	1.61%	1,154
	9515 Clubview Drive	9515	1.62%	1,156
	9505 Clubview Drive	9505	1.61%	1,151
	9507 Clubview Drive	9507	1.61%	1,154
	9509 Clubview Drive	9509	1.61%	1,153
	9511 Clubview Drive	9511	1.62%	1,159
	9501 Clubview Drive	9501	1.63%	1,164
	9503 Clubview Drive	9503	1.62%	1,156
	9504 Clubview Drive	9504	1.61%	1,154
	9506 Clubview Drive	9506	1.63%	1,165
	9201 Meadow Valley Lane	9201	1.62%	1,157
	9203 Meadow Valley Lane	9203	1.62%	1,161
	9405 Deer Trace Lane	9405	1.62%	1,159
	9407 Deer Trace Lane	9407	1.61%	1,154
	9401 Deer Trace Lane	9401	1.62%	1,160
	9403 Deer Trace Lane	9403	1.61%	1,153
	9213 Meadow Valley Lane	9213	1.63%	1,165
	9215 Meadow Valley Lane	9215	1.62%	1,157
	9217 Meadow Valley Lane	9217	1.61%	1,154
	9219 Meadow Valley Lane	9219	1.62%	1,158
	9214 Meadow Valley Lane	9214	1.62%	1,155
	9216 Meadow Valley Lane	9216	1.61%	1,151
	9218 Meadow Valley Lane	9218	1.62%	1,157
			0.00%	
			0.00%	
Total			100.00%	71,496.00

Order: TDYKF4Q3V
Address: 9103 Meadow Valley Ln Unit 201
Order Date: 08-10-2023

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