

MASTER DEED AND DECLARATION

FOR

"DUPONT SHERWOOD CONDOMINIUMS"

THIS MASTER DEED and DECLARATION made and entered into this 30th day of September , 1980, by YORK TOWERS JOINT VENTURE, 150 South Fifth Street, Louisville, Kentucky 40202, hereinafter referred to as "Developer",

WITNESSETH:

THAT WHEREAS Developer is the owner in fee simple of certain real estate located at 4012 Dupont Circle, Louisville, Kentucky, and more particularly described as follows:

BEGINNING at a point in the East line of Dupont Circle at a corner common to Lots 4-L and 4-O as shown on the plan of the Re-Subdivision of Lot No. 4 of the Village, recorded in Plat and Subdivision Book 27, Page 49, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with the line common to said lots, North 58 degrees 37 minutes 24 seconds East 289.38 feet to the West line of Lot 4-M; thence with a line common to Lots 4-O and 4-M, North 33 degrees 42 minutes 38 seconds West 130.11 feet to a corner common to same and also Lots 4-N and 4-P; thence with a line common to 4-N and 4-P, North 37 degrees 26 minutes 40 seconds West 35.20 feet; thence South 58 degrees 37 minutes 24 seconds West 280.28 feet to the abovementioned East line of Dupont Circle; thence with same, South 31 degrees 22 minutes 36 seconds East 165 feet to the point of beginning.

BEING the same property conveyed to York Towers Joint Venture by deed dated August 15, 1980, of record in Deed Book 5180, Page 537, in the office of the Clerk aforesaid.

WHEREAS, Developer desires to convert said real estate into a condominium project or a horizontal property regime (hereinafter called "Project") in accordance with Sections 381.805 through 381.910 et seq. of the Kentucky Revised Statutes, as amended, (hereinafter referred to as "Act"),

NOW, THEREFORE, Developer declares:

ARTICLE I

1.1 NAME Developer hereby establishes a horizontal property regime to be known as "DUPONT SHERWOOD CONDOMINIUMS", in accordance with the Act upon the real estate hereinabove described.

1.2 ESTABLISHMENT OF REGIME Developer desires, intends and hereby establishes all of the real estate hereinabove described into a horizontal property regime ("Project") in order that the unit owners, mortgagees, occupants and others hereinafter acquiring any interest in the real estate shall at all times hold their interest subject to the rights, duties, privileges, easements and restrictions hereinafter set forth or previously recorded in order to enhance and

perfect the desirability and value of said real estate and in order that they may enjoy the benefits thereof.

1.3 DEFINITIONS "Unit", "Condominium", "Condominium Project", or "Project", "Co-owner", "Council of Co-owners", "Developer", "General Common Elements" or "General Common Areas", "Majority of Co-owners", "Master Deed", "Person", "Property", and any other terms used herein or in any amendment hereto are as defined in KRS 381.810.

1.4 CONVEYANCES Any and all conveyances of individual Units shall be deemed to also convey the undivided interest of the Owner in the Common Elements appertaining to said Unit without specifically referring to same. All such interest in the Common Elements shall remain undivided and shall not be subject to an action for partition or division except as to the adjustment by Developer of the percentages of interest in all Common Elements as provided herein.

## ARTICLE II

2.1 UNITS AND BOUNDARIES The Project shall consist of 64 Units, being 16 Units on each of 4 floors. For purposes of identification each Unit in the Project shall be numbered, all as shown on the plans filed simultaneously herewith. The dimensions of each Unit are shown on the plans of record in the Jefferson County Court Clerk's Office, filed herewith as Clerk's File No. 230, in Apartment Ownership Book 21, Pages 17-21. Except for the units all other portions of the Project are hereby declared to be and are General Common Elements. All matters shown on the recorded plan are incorporated herein and made a part hereof by reference. The building is principally constructed of masonry, wood and concrete.

## ARTICLE III

3.1 UNITS AND INITIAL PERCENTAGE INTEREST The unit numbers and percentage interest in Common Elements of each of the units as fully set forth in Floor Plans attached hereto are as follows:

Unit Number	Square Foot Area	Percentage of Common Elements	Unit Number	Square Foot Area	Percentage of Common Elements
101	533.31	1.558	201	533.31	1.558
* (102	533.31	1.558	202	533.31	1.558
* (103	533.31	1.558	203	533.31	1.558
104	536.53	1.567	204	534.92	1.563
* (105	536.53	1.567	205	538.55	1.573
* (106	533.31	1.558	206	533.31	1.558
* (107	534.92	1.563	207	534.92	1.563
* (108	534.92	1.563	208	534.92	1.563
109	533.31	1.558	209	536.53	1.567
110	538.55	1.573	210	530.09	1.549
111	533.31	1.558	211	536.53	1.567
* (112	533.31	1.558	212	533.31	1.558
* (113	536.53	1.567	213	536.53	1.567
114	533.31	1.558	214	531.70	1.5535
115	536.53	1.567	215	536.53	1.567
116	536.53	1.567	216	540.16	1.578

\* As of the date of this Master Deed, Units 102 and 103, 105 through 108, and 112 and 113, are connected by doors or archways. Any further joining of units shall be governed by Section 12.2 of this instrument. The percentage of interest, voting rights and maintenance charges of the units connected shall not be affected by such connections.

<u>Unit Number</u>	<u>Square Foot Area</u>	<u>Percentage of Common Elements</u>	<u>Unit Number</u>	<u>Square Foot Area</u>	<u>Percentage of Common Elements</u>
301	536.53	1.567	401	534.92	1.563
302	534.92	1.563	402	533.31	1.558
303	534.92	1.563	403	536.53	1.567
304	533.31	1.558	404	536.53	1.567
305	536.53	1.567	405	538.55	1.573
306	533.31	1.558	406	533.31	1.558
307	533.31	1.558	407	533.31	1.558
308	533.31	1.558	408	530.09	1.549
309	536.53	1.567	409	533.31	1.558
310	533.31	1.558	410	534.92	1.563
311	534.92	1.563	411	533.31	1.558
312	534.92	1.563	412	533.31	1.558
313	536.53	1.567	413	540.16	1.578
314	531.70	1.5535	414	530.09	1.549
315	533.31	1.558	415	536.53	1.567
316	540.16	1.578	416	540.16	1.578

3.2 SUBDIVISION OF UNITS PROHIBITED No Unit shall by deed, plat, court decree or otherwise be subdivided or in any other manner separated into parcels, tracts or units smaller than the whole Unit as shown on the Floor Plans filed herewith or hereinafter filed by Developer.

#### ARTICLE IV

4.1 GENERAL COMMON ELEMENTS In addition to the land, General Common Elements shall include all of the above described property except the units as above set out, including but not limited to Balcony/Patio, elevators, stairs and stairwells, entrances, roofs, pipes, ducts, electrical wiring and conduits, floors, ceilings (other than the interior surfaces thereof located within the Units), public utility lines, perimeter walls of the Units (other than interior surfaces thereof), structural parts of the building, outside driveways and walks, parking areas (see Paragraph 13.1 herein set out), landscaping and all other portions of the Project except the individual Units. The structural columns and load bearing walls located within the boundary of any Unit shall be a part of the General Common Elements. All General Common Elements are to be maintained by the Board or Council of Co-owners as herein set out. Laundry, utility and storage rooms are General Common Elements.

#### 4.2 REPAIRS AND MAINTENANCE OF GENERAL COMMON ELEMENTS

(a) All expenses of repairs, maintenance or replacement of General Common Elements and all structural maintenance, repair or replacement thereof, including all water lines and hot water heaters, shall be borne by the Council of Co-owners as common expenses unless same be caused by the negligence or deliberate act of any individual Unit Owner or by the actual or implied consent or permission of any individual Unit Owner, in which event such expenses shall be paid by and assessed against such individual Unit Owner or Owners. Other provisions of this Paragraph notwithstanding, it shall be the Unit Owner's duty and responsibility to repair all electric, sewer and other utility lines serving only such Owner's Unit (and not affecting any other Unit) and all appliances within a unit including, if applicable, dishwashers, ranges, garbage disposal units, refrigerators, air conditioning and heating units.

(b) Each Co-owner of a Unit in this Regime shall have an interest in the General Common Elements as set out in Paragraph 3.1 herein and shall share in the expense of operating, maintaining, repairing and replacing of same in accordance with the percentage as set forth in said Paragraph 3.1 unless otherwise set out herein. In like manner any excess common funds shall be owned in such proportion by each of the Co-owners.

## ARTICLE V

5.1 RESTRICTIONS ON USE OF UNITS In order to provide for congenial occupancy of the Project and for the protection of the value of the Units, the use of the Project shall be restricted to and shall be in accordance with the following provisions:

(a) Commercial Units. Only the first floor of the regime may be used for commercial purposes. Unless approved by 70% of the Co-owners, commercial units may not be used as establishments which consistently exclude minors from areas open to adult patrons such as, but not limited to the following: bars and adult book stores, adult motion picture shows, or adult stage shows relating to sexual activities. The owner of a commercial unit may elect, for such periods of time as that owner shall determine, to use said unit as a single family residential unit.

(b) Residential Units. All units located above the first floor shall be used as a single family residence only, unless 70% of the Co-owners provide otherwise.

(c) No nuisances shall be allowed on the Project nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Project by its residents. No immoral, improper, offensive or unlawful use shall be made of the Project.

## ARTICLE VI

6.1 HAZARD AND CASUALTY INSURANCE The Council of Co-owners shall obtain and maintain in full force and effect at all times property damage insurance on the Condominium Project in an amount equal to the full replacement value thereof which value shall be determined annually by the Council. Replacement value as used herein shall be determined without deduction or allowance for depreciation, but such insurance may contain a deductible amount determined by the Council.

Such coverage shall afford the following minimum protection:

Loss and damage by fire or other hazards covered by the standard extended coverage endorsement, as well as vandalism and malicious mischief and such other property damage insurance as the Council may consider appropriate.

6.2 OTHER INSURANCE In addition to the insurance set out above, the Council shall also obtain and maintain in full force at all times the following insurance:

(a) Public liability insurance in such form and in such amounts as may be considered appropriate by the Council of Co-owners.

(b) Workmans compensation insurance to the extent necessary to comply with any and all applicable laws.

(c) Such other insurance as is or shall hereafter be considered appropriate by the Council of Co-owners.

6.3 CANCELATION OR MODIFICATION All policies purchased by the Council of Co-owners shall provide that same may not be canceled or substantially modified without at least 30 days prior written notice to the Council of Co-owners, the Board, all mortgagees of the Co-owners and any and all other insureds named thereon. All policies shall contain a mutual waiver of subrogation between the Council of Co-owners and all individual Unit Owners.



6.4 PREMIUMS All premiums for insurance coverage as set out herein shall be a common expense to be paid by monthly assessments levied by the Council of Co-owners against each of the Co-owners in accordance with their respective percentages of interest as set forth herein and in any amendments hereto, provided, should the amount of any insurance premium be affected by the use of any particular unit or units, the Co-owners of such units shall be required to pay any increase resulting from such use. Developer shall pay its prorata portion of insurance covering unsold units.

8.5 The Council of Co-owners or its designee shall have the exclusive authority to adjust any losses under the said insurance policies, provided, in no event shall the insurance coverage obtained and maintained by the Council of Co-owners be brought into contribution with any insurance purchased by individual Co-owners or their mortgagees. At his own expense each Co-owner may obtain additional insurance upon his Unit provided no such insurance shall decrease the amount the Council of Co-owners may realize under any of its insurance policies. All insurance proceeds resulting from damage or destruction payable to Unit Owners and mortgagees shall be deemed assigned to the Board representing the Council of Co-owners. Said Board shall immediately deposit all proceeds in a separate trust account in an insured thrift institution selected by the Board. The Board shall, with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the approval of a majority of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the General Common Elements, such portion of the costs not so covered shall be paid by the Co-owners as a common expense. The Council in accordance with KRS 381.890(2) is hereby authorized to borrow funds therefor and to amortize the payment of same over a period of time, not exceeding the reasonable life of the reconstruction or repairs.

## ARTICLE VII

7.1 RECONSTRUCTION, REPAIR, RETENTION OF LIENS In the event of fire, damage or destruction of less than two-thirds of the Project, reconstruction and repairs shall be mandatory, which reconstruction and repairs shall conform as closely as possible to the original construction or such damaged Project. In the event of such repairs or reconstruction, all mortgages or other liens existing on any given unit at the time of such destruction shall attach to the unit as reconstructed in the same priority as of the time of damage or destruction without the necessity of any further action by any such mortgagee or lien holder.

7.2 MAJOR DESTRUCTION In the event of destruction of two-thirds or more of the building, the option to reconstruct shall be exclusively vested in the Council of Co-owners, to be decided upon at a special called meeting for the purpose of such determination. In the event the Council of Co-owners decides to reconstruct such building, the provisions of KRS 381.890(3) shall be followed concerning recalculation and redistribution of the percentage of common interest, and there shall be recorded in the office of the Jefferson County Court Clerk an amended set of plans and/or amended Master Deed setting out such changes as are made. In the event the Council of Co-owners declines to reconstruct such building, then all insurance proceeds shall be payable to the Co-owners and their mortgagees having an interest in said destroyed building. Such net insurance proceeds and net proceeds from the sale of the land shall be deemed to be reasonable compensation to those Co-owners and their mortgagees who are deprived of their interest as a result of failure to reconstruct.

## ARTICLE VIII

8.1 EASEMENTS (a) Every Co-owner shall have a perpetual easement for support and a perpetual easement in, upon, through and over any portion of the Project to keep, maintain, use, repair and replace his condominium unit in its original position and in every subsequent position to which it may settle and shall have a perpetual easement in every portion of the Project for the installation, maintenance and repair of any pipe, cable or wire (other than outside antennas), other conduits for liquids or energy supplying water, sewerage, telephone, electricity, gas, steam or other similar service to his Unit, provided such work shall be performed by the Board or agent of the Board or other persons to whom the Council has delegated such authority all in accordance with the By-laws. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building or the design or construction, any part of any unit encroaches or hereafter shall encroach upon any part of any other unit or any part of the Common Elements, valid easements are hereby created and established for the maintenance of such encroachments which easements shall exist for the benefit of such unit or the Common Elements so long as said building shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of the Co-owner if such encroachment is due to the willful conduct of the said Co-owner. A valid easement in each unit is hereby established for stairways, doors, stoops and similar portions of all units which encroach upon any General Common Element.

(b) The Board representing the Council of Co-owners, may upon a majority vote authorize its President or Vice President to grant easements for utility purposes for the benefit of the Project on any parts thereof including but not limited to the right to install, maintain, repair and replace any pipes, sewer lines, telephone wires and equipment and electrical conduits on, over or under any portion of the Common Elements and each Unit Owner hereby grants the Board, acting by and through its President, and/or Developer during the conversion period, an irrevocable Power of Attorney to execute for and on behalf of each Unit Owner any documents or instruments necessary to effectuate the foregoing. This Power of Attorney shall survive any disability or death of any Co-owner and shall be binding on each successive Co-owner.

## ARTICLE IX

9.1 REPAIRS Developer, its agents or assigns, or the Board when it lawfully assumes operation and maintenance of the Project, shall have the right to enter any unit when necessary or desirable to carry out any repair, maintenance or construction for which the Council of Co-owners is responsible or for which any Co-owner is responsible and has not completed after appropriate notice from the Developer or Board. Except in emergencies such right of entry shall be made with as little inconvenience to the Co-owner as practicable and, except for entry made to perform any obligation for which the Co-owner is responsible, any damage caused during any entry shall be repaired at the expense of the Council of Co-owners.

## ARTICLE X

10.1 EMINENT DOMAIN In the event of a taking of a portion of the Project by Eminent Domain, such taking shall be treated in the same manner as provided herein for destruction of two-thirds or more of the building not reconstructed. Any settlement in the case of Eminent Domain may be negotiated by the Board of the Council on any sale of land only, subject to ratification by the Owners of at least fifty of the units in the Project and an irrevocable Power of Attorney to execute for and on behalf of each Unit Owner any deeds or other documents necessary to convey any such land is hereby granted the Board acting by and through its President and/or Developer during the conversion period which Power shall survive any disability or death of any Co-owner and shall be binding on any successive Co-owner.

## ARTICLE XI

11.1 DISSOLUTION OF REGIME The dedication of this Horizontal Property Regime shall not be voluntarily revoked unless all of the Co-owners and holders of all of the mortgages or other security instruments covering all the units in said Project and all other parties having any security interest therein unanimously agree to such revocation.

## ARTICLE XII

12.1 ENFORCEMENT All maintenance payments provided for herein and all sums assessed hereunder but unpaid for any Unit's share of the common expenses shall constitute a lien against any such Unit inferior only to taxes, assessments by governmental authority and first mortgages in accordance with KRS 381.883, which lien may be enforced if any Unit Owner is in default for 30 days or longer, excluding any reserve maintenance in such Co-owner's account, and the Council of Co-owners or Board may bring suit for and on behalf of itself and as representative of all Unit Owners to enforce the collection thereof and/or to foreclose the lien for such payments. There shall be added to the amount due the cost of said suit including reasonable attorney fees to be fixed by the Court and legal interest on the amount due.

12.2 OUTSIDE CHANGES, ALTERATIONS OR ADDITIONS There shall be no changes, alterations or additions to the building made on the outside of any Owner's Unit and no portion of the General Common Elements shall be altered or removed which will impair the structural integrity of the building or which would structurally change the building. In the event two horizontally adjoining units have the same ownership, a door or archway may be made in the wall separating the units provided:

- (1) Same does not impair the structural integrity of the building;
- (2) Such area does not contain ducts or utility lines servicing other units; and
- (3) Approval for such change has been obtained from the Developer or the Board when it is activated.

Any architectural or engineering fees incurred by Developer or the Board in approving or rejecting such proposal shall be charged to the Unit(s) whose Owner is requesting such as a special assessment for which a lien is hereby created. The percentage of interest, voting rights and maintenance charges attributable to each unit shall not be affected by reason of said alteration.

## ARTICLE XIII

13.1 PARKING The parking areas as shown on the plans of this Project are part of the General Common Elements and shall be reserved for the parking of vehicles in accordance with any Rules and Regulations of the Council of Co-owners or the Board which may be promulgated from time to time; however, Developer, the Council of Co-owners or the Board may place and maintain trash'dumpsters; if necessary, in the parking areas.

## ARTICLE XIV

14.1 ADMINISTRATION The administration of the Regime, including the assessment of maintenance fees and common expenses, shall be retained by Developer, its successors or assigns, until all the units have been conveyed, until Developer within its sole discretion elects to surrender this power, or until December 31, 1982, whichever shall first occur. Thereafter the administration of the Regime shall be vested in the Council of Co-owners and shall be conducted by a Board of Administration (herein referred to as "Board") who shall be chosen by the Council of Co-owners. The

Developer shall, at least 10 days prior to relinquishing administration, call a meeting of the Council of Co-owners for the purpose of electing a temporary Board of Administration. The temporary Board of Administration shall consist of five persons, who shall hold office and exercise all powers of administration for a period of 90 days. During this period of time, the temporary Board shall formulate and adopt By-laws setting forth the rules and procedures concerning the conduct of the affairs of the Condominium. At the expiration of this 90 day period, all members of the temporary Board shall resign (such resignation to be effective on the election of their successors) and shall call for a special meeting of the Council of Co-owners who shall proceed to elect the first Board of Administration in accordance with the By-laws adopted by the temporary Board. Such recommended By-laws shall be adopted or amended by a majority of the Council of Co-owners at such meeting or any adjournment thereof. Thereafter, such administration shall be in accordance with KRS 381.860.

Nothing herein shall prohibit the Council of Co-owners from incorporating.

#### ARTICLE XV

15.1 OUTSIDE SIGNS No outside signs for commercial units in the Project shall be permitted without the written approval of plans by Developer or the Board when it succeeds to Developer's powers herein set out. The temporary Board shall not have the power to grant such approval. All awnings shall be approved in like manner and may contain the name of the commercial establishment on the awning, provided, such awning does not in any way hinder the use of the common lobby, sidewalk, or patio. All approvals made hereunder by Developer or the Board shall be binding on all subsequent Boards and the owners.

#### ARTICLE XVI

16.1 MAINTENANCE (a) Developer, the temporary Board, and the Board of Administration shall levy and collect appropriate monthly maintenance fees for the operation of the Project in accordance with KRS 381.870 for which a lien is created on each Unit pursuant to KRS 381.883 and Paragraph 12.1 of this instrument. The power is hereby further granted such levying authority to impose monthly late charges of not more than fifteen percent (15%) against all units which are more than fifteen (15) days delinquent in the payment of any monthly maintenance charges which late charges shall be added to the delinquent payment(s) and shall be cumulative, i.e., all late charges shall be imposed upon unpaid late charges of previous months.

(b) Any unit used commercially which demands more than ordinary use for public utilities as compared to the other units, particularly hot and cold water and sewage service (for example, a beauty shop) or for maintenance of a Limited Common Element, if any, may be assessed reasonable additional maintenance fees.

(c) OPERATION OF THE LAUNDRY ROOM Operation of the Laundry Room located in the General Common Element shall be under the management of Developer and later of the Board when it assumes management, and all profits derived therefrom shall be paid to the Maintenance Funds Account.

(d) All units, at all times, shall maintain a two (2) month reserve in the Maintenance Funds Account at the then current maintenance for each Unit and a lien on each unit is hereby created for same. Said reserve shall be transferred with the unit upon sale and may be added to the sales price of all units.

(e) SERVICE CONTRACTS Developer or the Board is hereby granted the power to contract with any persons, corporations or other entities to provide services to the Project which shall include, but not be limited to, the employment of a manager, trash disposal, snow removal, etc., provided no such contracts



shall be made which may not be terminated upon 90 days written notice. All payments for same shall be payable from Maintenance Funds.

#### ARTICLE XVII

17.1 AMENDMENTS (a) Other provisions of this Master Deed notwithstanding, Developer reserves the right until December 31, 1982 or until it relinquishes control of Project to amend Master Deed to the extent of deleting and withdrawing from the General Common Elements and conversion of that portion to a Limited Common Element, sufficient area to allow a banking operation in Unit 101, including a covered drive-in window along and attached to the outwardly West wall of said Unit. Portions of the General Common Elements which may be withdrawn are all located within a strip measuring 25.25 feet in width and 100 feet, more or less, in length extending from driveway to driveway on each side of the Project but not more than 25 feet from the North and South property lines. The Eastwardly line of said area is coincident with the outwardly wall of Unit 101 and the Westwardly line of said area is coincident with the Eastwardly line of Dupont Circle as shown on the Plans filed herewith.

(b) If during the conversion period it is found that an error exists on the part of the draftsman of this instrument or on the part of the engineer, or that a final mathematical adjustment to the percentage interests is required, an amendment setting forth the error and correction or adjustment may be filed by Developer without the consent of any other party thereto and shall become part of this Master Deed.

(c) Except as above set out, no other amendments to this Master Deed shall be effective unless agreed to in writing executed and acknowledged by at least 70% of the Co-owners, and by at least 70% of the first mortgagees of all units. No amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. The amendment shall be effective when such is recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

#### ARTICLE XVIII

18.1 POWER OF ATTORNEY An irrevocable Power of Attorney is hereby granted Developer and the Board when it lawfully assumes the operation and maintenance of the Project to execute any instruments necessary to effectuate the provisions of this Master Deed. This Power of Attorney shall survive any disability or death of any Co-owner and shall be binding on each successive Co-owner.

#### ARTICLE XIX

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

In Testimony Whereof, witness the signature of the Developer the day and year first hereinabove written.

YORK TOWERS JOINT VENTURE  
By: Wimsatt Construction Company, Inc.

By: [Signature]  
President

By: Park Townhomes, Incorporated

By: [Signature]  
President

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY: [Signature]

EXAM \_\_\_\_\_

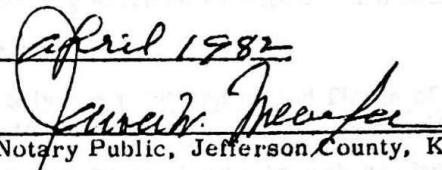


STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me September 30, 1980 by York Towers Joint Venture by Wimsatt Construction Compnay, Inc. by George M. Wimsatt, Jr. as President, and by Park Townhomes, Incorporated, by TERRY A. TURBEVILLE as PRESIDENT, parties thereto, to be the act and deed of said corporations, and to be the act and deed of York Towers Joint Venture.

My commission expires 12 April 1982

  
Notary Public, Jefferson County, Kentucky

FILED IN OFFICE

OCT - 2 1980

GREMER CLERK, CLERK  
BY fw C.C.

SECOND AMENDMENT TO MASTER DEEDFOR"DUPONT SHERWOOD CONDOMINIUMS"

This is the Second Amendment to the Master Deed for Dupont Sherwood Condominiums of record in Deed Book 5190, Page 575, as Amended in Deed Book 5234, Page 275, both of record in the Office of the Jefferson County Court Clerk, which is made pursuant to Article XVII of said Master Deed by the undersigned, being at least 70% of the Co-Owners and at least 70% of the first mortgagees of all Units.

1. Article V, Paragraph 5.1 (a) and (b) are hereby rescinded and held for naught and in their place the following shall be substituted and become a part of the Master Deed as amended hereby:

5.1 (a) Commercial Units. Only the first and second floors of the regime may be used for commercial purposes. Unless approved by 70% of the Co-Owners, commercial units may not be used as establishments which consistently exclude minors from areas open to adult patrons such as, but not limited to the following: bars and adult book stores, adult motion picture shows, or adult stage shows relating to sexual activities. The owner of a commercial unit may elect, for such periods of time as that owner shall determine, to use said unit as a single family residential unit.

5.1 (b) Residential Units. All units located above the first and second floors shall be used as a single family residence only, unless 70% of the Co-Owners provide otherwise, by amendment hereto.

2. Article XII, Paragraph 12.2 is hereby rescinded and held for naught and in its place the following shall be constituted and become a part of the Master Deed as amended hereby:

12.2 OUTSIDE CHANGES, ALTERATIONS OR ADDITIONS. There shall be no changes, alterations or additions to the building made on the outside of any Owner's Unit and no portion of the General Common Elements shall be altered or removed which shall be altered or removed which shall impair the structural integrity of the building or which would structurally change the building. In the event two adjoining units (either horizontal or vertical) have the same ownership, a door, archway or stairway may be made in the wall, ceiling and/or floor separating the units and a valid easement is hereby granted therefor provided:

- (1) The change does not impair the structural integrity of the building;
- (2) The change will not materially alter or diminish certain ducts or utility lines servicing other units; and
- (3) Approval for such Change has been obtained from the Developer or the Board when it is activated, which approval shall not be unreasonably withheld.

Any architectural or engineering fees incurred by Developer or the Board in approving or rejecting such proposal shall be charged to the Unit(s) whose Owner is requesting such and shall be a special assessment for which a lien is hereby created. The percentage of interest, voting rights and maintenance charges attributable to each unit shall not be affected by reason of said alteration. In all joined units all outside doors of units must remain unless specifically approved by Developer or the Board in writing.

3. Article XIV, Paragraph 14.1 is hereby amended to change the first sentence to delete "or until December 31, 1982." The first sentence as amended reads as follows:

The administration of the Regime, including the assessment of maintenance fees and common expenses, shall be retained by Developer, its successors or assigns, until all the units have been conveyed, or until Developer, within its sole discretion elects to surrender this power, whichever shall first occur.

All other provisions of Paragraph 14.1 not inconsistent with this amendment remain in effect.

IN AFFIRMATION OF THE FOREGOING, the undersigned being at least 70% of the Co-Owners and 70% of the first mortgagees have executed this Second Amendment and have indicated the Unit(s) in which they hold an interest, this 23<sup>rd</sup> day of MARCH, 1983.

FUTURE FEDERAL SAVINGS  
AND LOAN ASSOCIATION

YORK TOWERS JOINT VENTURE  
By: WIMSATT CONSTRUCTION COM-  
PANY, INC.

By: Stuart S. Schmidt  
Asst. Vice President

By: George M. Wimsatt  
President

Joey B. Bailey Unit 304  
Joey B. Bailey

By: PARK TOWNHOMES, INCORPOR-  
ATED

Barbara J. Bailey Unit 304  
Barbara J. Bailey

By: Gray A. Turberville  
President

Robert W. Keithley Unit 406  
Robert W. Keithley

KAUFMAN ENGINEERING AND CONCRETE  
CONSTRUCTION CO.

Mary P. Keithley Unit 406  
Mary P. Keithley

By: Marshall F. Kaufman Unit 307  
President

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 23<sup>rd</sup> day of MARCH, 1983, by STUART S. SCHMIDT as Vice President of Future Federal Savings and Loan Association, a corporation on behalf of the corporation; by GEORGE M. WIMSATT as President of Wimsatt Construction, a corporation, on behalf of the corporation, and GRAY A. TURBERVILLE as President of Park Townhomes, Incorporated, a corporation on behalf of the corporation, both for York Towers Joint Venture; by MARSHALL F. KAUFMAN as President of Kaufman Engineering and Concrete Construction Co., a corporation, on behalf of the corporation; by JOEY B. BAILEY and BARBARA J. BAILEY, husband and wife, and ROBERT W. KEITHLEY and MARY P. KEITHLEY, husband and wife.

My Commission expires: August 21, 1984.

Lebbie A. Birchard  
Notary Public, State at Large, Ky.

Edward J. Coy Units 203 & 204

Lois J. Coy Units 203 & 204

James A. Williamson Unit 216

Kay M. Petri Unit 207

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 7 day of April, 1983, by Edward J. Coy and Lois J. Coy, husband and wife, James A. Williamson and Kay M. Petri.

My Commission expires: August 4, 1984.

Mary W. Russell Notary Public, State at Large, Ky.  
(formerly Mary Jo Russell)

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202  
BY C. H. Nutt  
EXAM \_\_\_\_\_

1983 APR 21 AM 10:24  
RECEIVED BY Nutt  
26675  
Orrville

END OF DOCUMENT

**AMENDMENT TO MASTER DEED**  
**FOR**  
**"DUPONT SHERWOOD CONDOMINIUMS"**

This Amendment to the Master Deed for Dupont Sherwood Condominiums of record in Deed Book 5190, Page 575, in the Office of the Jefferson County Court Cler, is made pursuant to Article XVII of said Master Deed by the undersigned, being at least 70% of the Co-Owners and at least 70% of the first mortgagees of all Units.

**W I T N E S S E T H:**

Article VIII, Paragraph 8.1(b) is hereby rescinded and held for naught and in its place the following shall be substituted and become a part of the Master Deed as amended hereby:

8.1(b) Developer shall have the power until its relinquishment of the administration of the Regime or until December 31, 1992, whichever shall first occur in accordance with Article 14.1 of the Master Deed to grant easements over the General Common Elements of the Regime or any parts thereof, including but not limited to public utility and roadway or driveway access easements for the benefit of the Regime and/or adjoining properties including but not limited to the right to install, maintain, repair and replace any pipes, sewer lines, telephone wires and equipment and electrical conduits on, over or under any portion of the Common Elements and each Unit Owner hereby grants the Board, acting by and through its President, and/or Developer during the conversion period, an irrevocable Power of Attorney to execute for and on behalf of each Unit Owner any documents or instruments necessary to effectuate the foregoing. This Power of Attorney shall survive any disability or death of any Co-Owner and shall be binding on each successive Co-Owner.

IN TESTIMONY WHEREOF, the undersigned have executed this Amendment and have indicated the Unit(s) in which they hold an interest.

**FUTURE FEDERAL SAVINGS AND  
 LOAN ASSOCIATION**

BY: *J. Louis Klagan*  
*Vice-Pres.*

*Hugh E. Borders*  
 HUGH E. BORDERS - Unit 408

*Kay M. Petrie*  
 KAY M. PETRIE - Unit 207



YORK TOWERS JOINT VENTURE

BY: Wimsatt Construction Company, Inc.

By: George M. Wimsatt, Jr.  
President

BY: Park Townhomes, Incorporated

By: Joey B. Bailey  
Sec. - Treas.

Owner of 43 Units being all units except:  
101, 104 thru 116, 203, 204, 207, 304,  
307, 406 and 408

✓ J and J DEVELOPERS, INC.

BY: [Signature]  
Unit 115

DANN H. GLICK - Unit 109

MARY WIMSATT GLICK - Unit 109

ROBERTA J. WECK - Unit 109

STATE OF KENTUCKY SS

COUNTY OF JEFFERSON

The undersigned Notary Public, in and for the state and county afore-  
said, does hereby certify that the above instrument of writing was delivered  
to me by HUGH E. BORDERS, KAY M. PETRIE, DANN H. GLICK & MARY WIMSATT GLICK,  
his wife, ROBERTA J. WECK, VICTOR H. KOESTEL, SR., JOHN T. FOWLER, SR., and  
LUCILLE V. FOWLER, his wife, DONALD L. HARBST and MARJORIE A. HARBST, his  
wife, and JAMES B. O'DONNELL and BARBARA ANN O'DONNELL, his wife, and by  
JAMES W. SUSEMICHEL as President of J and J DEVELOPERS, INC., A Corporation,  
parties thereto, and was acknowledged by them to be their act and deed, and  
to be the act and deed of said corporation, this 11<sup>th</sup> day of May, 1981.

WITNESS my hand this 11<sup>th</sup> day of May, 1981.

My commission expires: Nov. 8, 1982

Marion H. Copeland  
NOTARY PUBLIC, STATE-AT-LARGE, KENTUCKY

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me 11 May 1981 by York Towers  
Joint Venture by Wimsatt Construction Company, Inc. by George M. Wimsatt, Jr., as  
President, and by Park Townhomes, Incorporated by Joey B. Bailey as Secretary-  
Treasurer, parties thereto, to be the act and deed of York Towers Joint Venture, and by  
J. Louis Hagan, Vice President of Future Federal Savings and Loan Association, on  
behalf of the Corporation.

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY: C. L. Nutt  
EXAM

Victor H. Koestel, Sr.  
VICTOR H. KOESTEL, SR. Unit 114

John T. Fowler, Sr.  
JOHN T. FOWLER, SR. - Unit 111

Lucille V. Fowler  
LUCILLE V. FOWLER - Unit 111

Donald L. Harbst  
DONALD L. HARBST - Unit 116

Marjorie A. Harbst  
MARJORIE A. HARBST - Unit 116

James B. O'Donnell  
JAMES B. O'DONNELL - Unit 101

Barbara Ann O'Donnell  
BARBARA ANN O'DONNELL - Unit 101

20690  
JUN 11 AM 1981  
LODGED BY [Signature]  
AND RECORDED  
FBI & INC. TAX  
FBI & INC. TAX  
FBI & INC. TAX

SECOND AMENDMENT TO MASTER DEEDFOR"DUPONT SHERWOOD CONDOMINIUMS"

This is the Second Amendment to the Master Deed for Dupont Sherwood Condominiums of record in Deed Book 5190, Page 575, as Amended in Deed Book 5234, Page 275, both of record in the Office of the Jefferson County Court Clerk, which is made pursuant to Article XVII of said Master Deed by the undersigned, being at least 70% of the Co-Owners and at least 70% of the first mortgagees of all Units.

1. Article V, Paragraph 5.1 (a) and (b) are hereby rescinded and held for naught and in their place the following shall be substituted and become a part of the Master Deed as amended hereby:

5.1 (a) Commercial Units. Only the first and second floors of the regime may be used for commercial purposes. Unless approved by 70% of the Co-Owners, commercial units may not be used as establishments which consistently exclude minors from areas open to adult patrons such as, but not limited to the following: bars and adult book stores, adult motion picture shows, or adult stage shows relating to sexual activities. The owner of a commercial unit may elect, for such periods of time as that owner shall determine, to use said unit as a single family residential unit.

5.1 (b) Residential Units. All units located above the first and second floors shall be used as a single family residence only, unless 70% of the Co-Owners provide otherwise, by amendment hereto.

2. Article XII, Paragraph 12.2 is hereby rescinded and held for naught and in its place the following shall be constituted and become a part of the Master Deed as amended hereby:

12.2 OUTSIDE CHANGES, ALTERATIONS OR ADDITIONS. There shall be no changes, alterations or additions to the building made on the outside of any Owner's Unit and no portion of the General Common Elements shall be altered or removed which shall be altered or removed which shall impair the structural integrity of the building or which would structurally change the building. In the event two adjoining units (either horizontal or vertical) have the same ownership, a door, archway or stairway may be made in the wall, ceiling and/or floor separating the units and a valid easement is hereby granted therefor provided:

- (1) The change does not impair the structural integrity of the building;
- (2) The change will not materially alter or diminish certain ducts or utility lines servicing other units; and
- (3) Approval for such Change has been obtained from the Developer or the Board when it is activated, which approval shall not be unreasonably withheld.

Any architectural or engineering fees incurred by Developer or the Board in approving or rejecting such proposal shall be charged to the Unit(s) whose Owner is requesting such and shall be a special assessment for which a lien is hereby created. The percentage of interest, voting rights and maintenance charges attributable to each unit shall not be affected by reason of said alteration. In all joined units all outside doors of units must remain unless specifically approved by Developer or the Board in writing.

3. Article XIV, Paragraph 14.1 is hereby amended to change the first sentence to delete "or until December 31, 1982." The first sentence as amended reads as follows:

The administration of the Regime, including the assessment of maintenance fees and common expenses, shall be retained by Developer, its successors or assigns, until all the units have been conveyed, or until Developer, within its sole discretion elects to surrender this power, whichever shall first occur.

All other provisions of Paragraph 14.1 not inconsistent with this amendment remain in effect.

IN AFFIRMATION OF THE FOREGOING, the undersigned being at least 70% of the Co-Owners and 70% of the first mortgagees have executed this Second Amendment and have indicated the Unit(s) in which they hold an interest, this 23<sup>rd</sup> day of MARCH, 1983.

FUTURE FEDERAL SAVINGS  
AND LOAN ASSOCIATION

YORK TOWERS JOINT VENTURE

By: WIMSATT CONSTRUCTION COM-  
PANY, INC.

By: Stuart S. Schmidt  
Asst. Vice President

By: George M. Wimsatt  
President

Joey B. Bailey Unit 304  
Joey B. Bailey

By: PARK TOWNHOMES, INCORPOR-  
ATED

Barbara J. Bailey Unit 304  
Barbara J. Bailey

By: Terry A. Turberville  
President

Robert W. Keithley Unit 406  
Robert W. Keithley

KAUFMAN ENGINEERING AND CONCRETE  
CONSTRUCTION CO.

Mary P. Keithley Unit 406  
Mary P. Keithley

By: Marshall F. Kaufman Unit 307  
President

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 23<sup>rd</sup> day of MARCH, 1983, by Stuart S. Schmidt as Vice President of Future Federal Savings and Loan Association, a corporation on behalf of the corporation; by George M. Wimsatt as President of Wimsatt Construction, a corporation, on behalf of the corporation, and Terry A. Turberville as President of Park Townhomes, Incorporated, a corporation on behalf of the corporation, both for York Towers Joint Venture; by MARSHALL F. KAUFMAN as President of Kaufman Engineering and Concrete Construction Co., a corporation, on behalf of the corporation; by Joey B. Bailey and Barbara J. Bailey, husband and wife, and Robert W. Keithley and Mary P. Keithley, husband and wife.

My Commission expires: August 21, 1984.

Herrie A. Bruckmeyer  
Notary Public, State at Large, Ky.

Edward J. Coy Units 203 & 204  
Edward J. Coy

Lois J. Coy Units 203 & 204  
Lois J. Coy

James A. Williamson Unit 216  
James A. Williamson

Kay M. Petri Unit 207  
Kay M. Petri

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 7 day of April, 1983, by Edward J. Coy and Lois J. Coy, husband and wife, James A. Williamson and Kay M. Petri.

My Commission expires: August 4, 1984.

Mary W. Wamsall  
Notary Public, State at Large, Ky.

(formerly Mary Jo Wamsall)

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY C. K. Nutt  
EXAM

- (1) The change does not impair the structural integrity of the building;
- (2) The change will not materially alter or destroy the character or utility of the building;
- (3) Approval for such Change has been obtained by the Developer or the Board when it is required.

1983 APR 21 AM 10:24  
LODGED BY Nutt  
AND RECORDED  
PAID \$ 8.00 INC. TAX  
GREER-CHILDER J.C.C.  
Drummond

Any architectural or engineering fees incurred by Developer or the Board in approving or rejecting such proposal shall be charged to the Unit(s) whose Owner is requesting such and shall be a special assessment for which a lien is hereby created. The percentage of interest, voting rights and maintenance charges attributable to each unit shall not be affected by reason of such alteration. In all leased units all outside duty or price shall be specifically approved by Developer or the Board in advance.

END OF DOCUMENT

SECOND AMENDMENT TO MASTER DEEDFOR"DUPONT SHERWOOD CONDOMINIUMS"

This is the Second Amendment to the Master Deed for Dupont Sherwood Condominiums of record in Deed Book 5190, Page 575, as Amended in Deed Book 5234, Page 275, both of record in the Office of the Jefferson County Court Clerk, which is made pursuant to Article XVII of said Master Deed by the undersigned, being at least 70% of the Co-Owners and at least 70% of the first mortgagees of all Units.

1. Article V, Paragraph 5.1 (a) and (b) are hereby rescinded and held for naught and in their place the following shall be substituted and become a part of the Master Deed as amended hereby:

5.1 (a) Commercial Units. Only the first and second floors of the regime may be used for commercial purposes. Unless approved by 70% of the Co-Owners, commercial units may not be used as establishments which consistently exclude minors from areas open to adult patrons such as, but not limited to the following: bars and adult book stores, adult motion picture shows, or adult stage shows relating to sexual activities. The owner of a commercial unit may elect, for such periods of time as that owner shall determine, to use said unit as a single family residential unit.

5.1 (b) Residential Units. All units located above the first and second floors shall be used as a single family residence only, unless 70% of the Co-Owners provide otherwise, by amendment hereto.

2. Article XII, Paragraph 12.2 is hereby rescinded and held for naught and in its place the following shall be constituted and become a part of the Master Deed as amended hereby:

12.2 OUTSIDE CHANGES, ALTERATIONS OR ADDITIONS. There shall be no changes, alterations or additions to the building made on the outside of any Owner's Unit and no portion of the General Common Elements shall be altered or removed which shall be altered or removed which shall impair the structural integrity of the building or which would structurally change the building. In the event two adjoining units (either horizontal or vertical) have the same ownership, a door, archway or stairway may be made in the wall, ceiling and/or floor separating the units and a valid easement is hereby granted therefor provided:

- (1) The change does not impair the structural integrity of the building;
- (2) The change will not materially alter or diminish certain ducts or utility lines servicing other units; and
- (3) Approval for such Change has been obtained from the Developer or the Board when it is activated, which approval shall not be unreasonably withheld.

Any architectural or engineering fees incurred by Developer or the Board in approving or rejecting such proposal shall be charged to the Unit(s) whose Owner is requesting such and shall be a special assessment for which a lien is hereby created. The percentage of interest, voting rights and maintenance charges attributable to each unit shall not be affected by reason of said alteration. In all joined units all outside doors of units must remain unless specifically approved by Developer or the Board in writing.



3. Article XIV, Paragraph 14.1 is hereby amended to change the first sentence to delete "or until December 31, 1982." The first sentence as amended reads as follows:

The administration of the Regime, including the assessment of maintenance fees and common expenses, shall be retained by Developer, its successors or assigns, until all the units have been conveyed, or until Developer, within its sole discretion elects to surrender this power, whichever shall first occur.

All other provisions of Paragraph 14.1 not inconsistent with this amendment remain in effect.

IN AFFIRMATION OF THE FOREGOING, the undersigned being at least 70% of the Co-Owners and 70% of the first mortgagees have executed this Second Amendment and have indicated the Unit(s) in which they hold an interest, this 23<sup>rd</sup> day of MARCH, 1983.

FUTURE FEDERAL SAVINGS  
AND LOAN ASSOCIATION

YORK TOWERS JOINT VENTURE  
By: WIMSATT CONSTRUCTION COM-  
PANY, INC.

By: Stuart S. Schmitt  
Asst. Vice President

By: George M. Wimsatt  
President

By: Joey B. Bailey Unit 304  
Joey B. Bailey

By: PARK TOWNHOMES, INCORPOR-  
ATED

By: Barbara J. Bailey Unit 304  
Barbara J. Bailey

By: Terrell C. Terrell  
President

By: Robert W. Keithley Unit 406  
Robert W. Keithley

KAUFMAN ENGINEERING AND CONCRETE  
CONSTRUCTION CO.

By: Mary P. Keithley Unit 406  
Mary P. Keithley

By: Marshall F. Kaufman Unit 307  
President

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 23<sup>rd</sup> day of MARCH, 1983, by Stuart S. Schmitt Asst. Vice President of Future Federal Savings and Loan Association, a corporation on behalf of the corporation; by George M. Wimsatt as President of Wimsatt Construction, a corporation, on behalf of the corporation, and Terrell C. Terrell as President of Park Townhomes, Incorporated, a corporation on behalf of the corporation, both for York Towers Joint Venture; by Marshall F. Kaufman as President of Kaufman Engineering and Concrete Construction Co., a corporation, on behalf of the corporation; by Joey B. Bailey and Barbara J. Bailey, husband and wife, and Robert W. Keithley and Mary P. Keithley, husband and wife.

My Commission expires: August 21, 1984.

Lorrie A. Buckender  
Notary Public, State at Large, Ky.

Edward J. Coy Units 203 & 204

Lois J. Coy Units 203 & 204

James A. Williamson Unit 216

Kay M. Petri Unit 207

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Amendment was acknowledged before me this 7 day of April, 1983, by Edward J. Coy and Lois J. Coy, husband and wife, James A. Williamson and Kay M. Petri.

My Commission expires: August 1, 1984.

Mary Ann Russell Stuck  
Notary Public, State at Large, Ky.  
(formerly Mary Jo Russell)

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY C. H. Nutt  
EXAM \_\_\_\_\_

1983 APR 21 AM 10:24  
NUTT & YANN  
26675  
Oscaride

END OF DOCUMENT



# 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 # 2016175695**

**BATCH # 34160**

**JEFFERSON CO, KY FEE \$16.00**

PRESENTED ON: 07-26-2016 6 11:18:18 AM

LODGED BY: HENRY SCHLIDKENCHT

RECORDED: 07-26-2016 11:18:18 AM

BOBBIE HOLSCRAW

CLERK

BY: TAMMI WOODS

RECORDING MANAGER

**BK: D 10669**

**PG: 897-901**

**AMENDMENT TO THE MASTER DEED AND BYLAWS OF  
DUPONT SHERWOOD CONDOMINIUMS**

This Amendment is entered into by the Board of Directors of Dupont Sherwood Condominiums.


WITNESSETH:

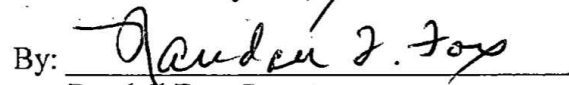
That pursuant to the Master Deed and Bylaws of the Dupont Sherwood Condominiums dated September 30, 1980, and recorded October 2, 1980 in Deed Book 5190, Page 575, in the Jefferson County Clerk's office, which can be amended from time to time, the Board of Directors do hereby cause to be filed in the Jefferson County Clerk's office, an amendment to the Master Deed and Bylaws of the Association which has been duly approved by the prerequisite percentage of the co-owners of the council. See attached Amendment.

The Board hereby ratifies and affirms said Master Deed and Bylaws in all other respects.

IN TESTIMONY WHEREOF, witness the signatures of the officers of the Dupont Sherwood Condominiums, this 22 day of July, 2016.

DUPONT SHERWOOD CONDOMINIUM  
ASSOCIATION, INC.

By:   
Robert F. Kayrouz, President

By:   
Randall Fox, Secretary

AMENDMENT TO BYLAWS OF DUPONT  
SHERWOOD CONDOMINIUM ASSOCIATION, INC.

THIRD AMENDMENT

WHEREAS, the Master Deed and Bylaws may be amended from time to time by a vote of the council; and

WHEREAS, a majority of the council has duly adopted this resolution.

NOW THEREFORE, the Bylaws of Dupont Sherwood Condominium Association, Inc. have been duly revised as follows:

There shall be added to Article V of the Master Deed the following shall be added which shall read as follows:

(d) In the event there is a violation of any portion of section (c) of this article, the Board of Administration referred to as ("Board") shall have the right to bring a foreclosure action against the co-owner(s) responsible for the violation. A co-owner may be deemed responsible for a violation if he directly commits the violation himself or allows the violation to exist in or around his unit where he has or has had lawful control.

(e) In the event there is a violation of any portion of section (c) of this article, the Board shall have the right to assess a fine not to exceed \$1,000.00 a week against the co-owner'(s) unit(s) responsible for the violation. A co-owner may be deemed responsible for a violation if he directly commits the violation himself or allows the violation to exist in or around his unit where he has or has had lawful control. Any assessment filed against the Unit and co-owner shall be a lien against the property as articulated in Article XII of this Master Deed.

(f) Any assessments made under this article shall require written notice. If the assessment is challenged, the co-owner challenging the assessment shall be afforded the opportunity to be heard by a panel of three co-owners to be designated by the Board.




(g) The Board shall have the right to bring a foreclosure action against a co-owner(s) for unpaid assessments if a demand for payment is made and payment is not tendered within 30 days.

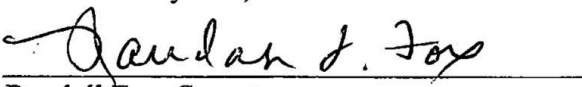
(h) If the enforcement of the terms of this article are required, the co-owner shall be responsible for all court costs and reasonable attorney fees.

(i) In the event that a Unit is not occupied by a co-owner, and the occupant(s) of such Unit is causing or causing to be a violation of section (c) of this article, the Board may elect to bring a forcible detainer action against the occupant(s) of such Unit in a court of competent jurisdiction.

(j) These amendments will be effective and enforceable as of November 1, 2015.

DUPONT SHERWOOD CONDOMINIUM  
ASSOCIATION, INC.

BY:   
Robert F. Kayrouz, President

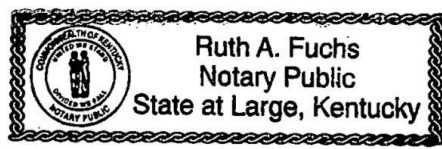
BY:   
Randall Fox, Secretary

STATE OF KENTUCKY     )  
                                      )SS  
COUNTY OF JEFFERSON    )

The foregoing Amendment was acknowledged before me this 22 day of July, 2016, by Robert F. Kayrouz, President, and Randall Fox, Secretary, of Dupont Sherwood Condominium Association, Inc.

Ruth A. Fuchs  
Notary Public, Jefferson County, Kentucky

My Commission Expires: July 16, 2019



Prepared by:

Henry Schildknecht  
Henry Schildknecht  
6000 Brownsboro Park Blvd, Ste. H  
Louisville, Kentucky 40207  
(502) 893-4494  
(502) 893-4495