



**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 # 2016268321**

**BATCH # 49374**

**JEFFERSON CO, KY FEE \$13.00**

PRESENTED ON: 11-02-2016 6 01:59:56 PM

LODGED BY: MCLAIN DEWEES

RECORDED: 11-02-2016 01:59:56 PM

BOBBIE HOLSCRAW

CLERK

BY: JOLENE CARDWELL

RECORDING CLERK

**BK: D 10748**

**PG: 523-526**

**FIRST AMENDMENT TO MASTER DEED  
FOR SAWYER PLACE CONDOMINIUMS**

**THIS FIRST AMENDMENT TO THE MASTER DEED OF SAWYER PLACE CONDOMINIUMS** entered into on the 26<sup>th</sup> day of October, 2016, entered into by the members of The Sawyer Place Council of Co-Owners, Inc., a not-for-profit Kentucky corporation, with its address at: 4965 US Highway 42, Suite 1000, Louisville, KY 40222.

**WITNESSETH:**

**Whereas**, the Master Deed of Sawyer Place Condominiums, dated October 3, 1997 and recorded in Deed Book 6959, Page 0465, in the Offices of the County Clerk of Jefferson County, Kentucky, established certain covenants, conditions, restrictions, reservations and easements on the property subject to the Master Deed;

**WHEREAS**, Section A of Article XIV – Amendment, provides that the Master Deed may be modified, altered, amended or added to . . . (iii) by a vote of greater than fifty (50%) percent in interest in the Common Elements at any duly called meeting of the unit owners provided that:

1. A notice of the meeting containing a full statement of the proposed modification, alteration, amendment, or addition has been sent to all Unit Owners as listed on the books and records of the Council and to all Mortgagees of Units who have requested same; and
2. The Board of Directors approves the change; and
3. That an instrument evidencing the change and signed by the President or any Vice President of the Council is duly recorded in the office of the Jefferson County Clerk. Such instrument need not contain the written consent of any Unit Owners but shall contain the verified statement and certification by the Secretary or other officer of the council not otherwise signing the instrument that the requirements of the subsection (iii) above have been satisfied.

**WHEREAS**, at this time the members of the Association desire to maintain the owner occupied nature of the Association and eliminate the rental or leasing of units except in certain circumstances;

**NOW THEREFORE**, the Condominium Association, for the purposes hereinbefore set forth, pursuant to the provisions set forth in the Master Deed and in accordance with and by means of the powers therein reserved, and conferring on it, hereby amend the following Articles of the Master Deed as follows:

**THEREFORE**, the members of The Sawyer Place Condominium Association hereby amend the Master Deed as follows:

Article II - **UNITS**, Paragraph (D) Use of Units, is deleted in its entirety and replaced by the following:

(D) Use of Units.

- (1) Each unit shall be occupied as a residence by one family only. The units shall be used for no other purpose. The word "family" as used herein shall mean:

- a. one or more natural persons related by blood, adoption, or marriage, living together as a single housekeeping unit, or
- b. no more than two (2) persons (plus any children or other legal dependent or dependents of either of them) living together as a single housekeeping unit though not related by blood, adoption or marriage.

(2) No industry, trade, business, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the condominium project, this restriction shall not prohibit the use of a home office or library incidental to one family residency, but such use shall not permit visitation by or receipt of customers, patients, clients, vendors, employees, etc. to the units.

**FURTHERMORE**, the members of The Sawyer Place Condominium Association hereby amend the Master Deed as follows:

Article XI - SALE, LEASE AND MORTGAGING OF UNITS, Paragraph (A) - Right to Sell or Lease Units, is deleted in its entirety and replaced by the following

(A) Right to Sell or Lease Units.

- (1) The Owner or any First Mortgagees in possession thereof shall have the right to sell such unit and common elements appurtenant thereto;
- (2) Effective December 1, 2016, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent, barter, or otherwise compensates the owner, unless:
  - a. the owner held legal title to the unit prior to December 1, 2016 and the unit was being used for rental purposes on December 1, 2016, or
  - b. the unit is leased to a member of the owner's immediate family defined as parents, grandparents, children and grandchildren whether by blood or marriage.
- (3) Upon the occurrence of sub-paragraph 2b above, or any other future approved conditions of paragraph 2 above, a unit may be leased or rented for a total period of time not to exceed two (2) years from the date of the event and a lease or rental agreement entered into upon the occurrence of sub-paragraph 2b above, shall be subject to the following restrictions:
  - a. All leases or rental agreements must be in writing;
  - b. The term of the lease shall not be for less than six (6) months;
  - c. A copy of any proposed lease or written agreement between Unit Owner and Occupants shall be delivered to the Board or the Board's designated representative ten (10) days before the terms to begin;
  - d. Unit Owner shall identify all occupants of the unit complete with telephone and email contact information
  - e. Such lease or written agreement shall contain a provision that states; "the tenants, renters or occupants acknowledge that they are subject to all restrictions, rules and

