

45

MASTER DEED
Establishing
SAWYER PLACE CONDOMINIUMS

THIS MASTER DEED (the "Master Deed") has been prepared at the direction of and caused to be recorded by BARMORE DEVELOPMENT AND CONSTRUCTION, INC. (hereinafter referred to as the "Declarant"), a Kentucky corporation having an address of 1807 Cargo Court, Suite 1, Louisville, KY 40299.

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee simple of the land (the "Land") described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant wishes to create a residential condominium project by submitting the Land, together with the improvements and structures now existing and hereafter erected by or at the direction of Declarant thereon, and all easements, rights and appurtenances belonging thereto (said Land, improvements, structures, easements, rights and appurtenances are together referred to hereinafter as the "Property") to the provisions of the Horizontal Property Law of the Commonwealth of Kentucky (KRS 381.805-381.910) (the "Horizontal Property Law");

NOW, THEREFORE, Declarant hereby submits said Property to the provisions of the Horizontal Property Law and declares that said Property shall be a condominium project (hereinafter referred to as the "Condominium Project") as defined in and pursuant to said Horizontal Property Law, and pursuant to the following provisions:

I.

Definitions

- A. Definitions. The words listed in this Article I when used and capitalized in this Master Deed shall have the meanings set forth for each in this Article I:
1. "Articles of Incorporation" means the Articles of Incorporation of the Council, a nonstock, nonprofit

corporation, which shall govern and control, in part, the affairs and administration of the Condominium Project.

2. "Board of Directors " means the Board of Directors of the Council who shall be elected and serve and shall have the powers and duties provided herein and in the Articles of Incorporation and the Bylaws.
3. "Buildings" means, collectively, the sixteen (16) two-unit buildings to be constructed on the Land, containing all of the Units in the Condominium Project. The location of the Buildings on the Land, the number by which each Building shall be designated, and the area of each of the Buildings are as set forth on the Plans.
4. "Bylaws" means the Bylaws of the Council, approved and adopted by the Board of Directors, which shall govern and control, in part, the affairs and administration of the Condominium Project.
5. "Common Elements" means all of the Property, except the Units, including without limitation the Land and improvements on the Property (including the Land under the Units); the walls and roofs of the Buildings, the foundations and structural members of the Buildings and all columns, girders, beams, joists and supports; windows and doors; all utility or other pipes and material located outside of the Units except such as are part of the Units and all central installations for the furnishing of utilities and other services to the Units; all entrance ways and driveways, roadways, grass areas, and sidewalks; all recreational facilities available in whole or in part for use by the Unit Owners; all other elements of the Property rationally of common use or necessary to its existence, upkeep and safety; and, when said term is used without further modification means or includes both General Common Elements and Limited Common Elements.
6. "Common Expenses" means and includes all charges, costs and expenses incurred by the Council for and in connection with the administration of the Condominium Project, including, without limitation thereof, operation of the Condominium Project; maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements; any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefore; all liability for loss or damage arising out

of or in connection with the Common Elements and their use, except as such liability may be limited by the provisions of this Master Deed and Kentucky law; all premiums for hazard, liability and other insurance with respect to the Condominium Project; all liabilities incurred in acquiring a Unit pursuant to judicial sale; and, all administrative, accounting, legal and managerial expenses. Also, "Common Expenses" shall include amounts incurred in replacing, or substantially repairing, major capital improvements of the Condominium Project, including but not limited to, roof replacement and road, driveway and parking resurfacing. All of the above shall constitute Common Expenses of the Condominium Project for which the Unit Owners shall be severally liable for their respective proportionate shares in accordance with their percentage of common ownership as set forth in Exhibit B. It is recommended that a reserve for such capital expenditures be included in any annual budget.

7. "Condominium Documents" means, collectively, the Master Deed, Articles of Incorporation, Bylaws, and Rules and Regulations.
8. "Council" means Sawyer Place Council of Co-Owners, Inc., a Kentucky nonstock, nonprofit corporation the members of which shall be each an owner of record of a Unit in the Condominium Project.
9. "Sawyer Place Condominiums" means the name by which the Condominium Project shall be known.
10. "General Common Elements" means all of the Common Elements except for any Limited Common Elements more fully described in Article 3 below.
11. "Limited Common Elements" means and includes those Common Elements (if any) designated by this Master Deed to be reserved for the exclusive use of a particular Unit or combination of Units as more fully described in Article 4 below.
12. "Person" means any natural person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
13. "Plans" means the plans and specifications for the Condominium Project, including the floor plans for the Buildings, prepared by Birch, Trautwein & Mims, Incorporated, showing the layout, location, Unit numbers and dimensions of the Units, and recorded in

Condominium Book _____, Pages _____ through _____, in the office of the County Clerk of Jefferson County, Kentucky, simultaneously with the recording of this Master Deed.

14. "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors and governing, in part, the use and occupancy of the Units.
15. "Unit" means an enclosed space within the Buildings measured from interior unfinished surfaces of walls, ceilings and floors, having a direct exit to a thoroughfare or to a Common Element leading to a thoroughfare. Each Unit shall include the interior unfinished surface of any doors, windows, vents and other structural elements as ordinarily are regarded as enclosures of space, and any wallpaper, paint, carpets, tile and all other decorating or finishing materials affixed or installed as part of the physical structure of the Unit, including base, trim casings or moldings, and all closets, cabinets, storage areas, and visible fixtures, mechanical systems and equipment installed in and for the sole and exclusive use of an individual Unit, including lines, wires, pipes, conduits or ducts providing electric, gas, water, sewer or other utility services to and for the sole and exclusive use of an individual Unit; provided however, that neither pipes, wires, conduits or other public utility lines or installations constituting part of the overall systems designed for the general service of an Entire Building, nor property of any kind which is not removable without jeopardizing the soundness and safety of the remainder of an Entire Building, including but not limited to any interior load bearing wall, shall be deemed to be included within any Unit. "Entire Building," as used in the preceding sentence, shall include any other Unit and any Common Element, whether General or Limited.
16. "Unit Owner" means any Person or Persons having record title to a Unit.

II.

Units

- A. Number, Location, Designation and Plans for Units. There shall be thirty-two (32) Units within the Condominium Project. For purposes of identification, each Unit has been assigned a number and designated as Unit 1 through 32, respectively, as indicated on

Exhibit B attached hereto and made a part hereof. No Unit bears the same identification number as any other Unit. The Plans set forth the layout, location within the applicable Building, Unit number designation, and dimensions of each Unit. Upon completion of construction of all Units, the Declarant shall be and hereby is authorized, without any requirement to obtain the consent of any Unit Owner or other Person, to amend this Master Deed and the Plans to the extent necessary in order that the area in square feet and percentage interest of each Unit as disclosed on Exhibit B attached hereto shall conform to the area in square feet and percentage interest of those Units as built.

- B. Ownership of Units. Each Unit Owner shall obtain fee simple ownership of the Unit acquired, the appurtenant, undivided interest in the General Common Elements of the Condominium Project and, if applicable, any Limited Common Elements appurtenant to the Unit. Each Unit Owner shall be a member of the Council. The form of ownership of a Unit may be individual, corporate, in partnership, joint with right of survivorship, a tenancy in common, a tenancy by the entireties, or (subject to the other provisions of the Condominium Documents) any other estate in real property recognized by law and which may be conveyed and encumbered. All deeds to each Unit shall describe such Unit by reference to this Master Deed, the Plans, the name of this Condominium Project, and the identifying number of the Unit followed by the words "a condominium Unit." No Unit shall be subdivided, and no action for partition of a Unit shall lie, except in the manner provided in the Horizontal Property Law of Kentucky and upon the prior written approval of the holder(s) of any mortgage(s) on such Unit and approved by a majority vote of the Council. Any conveyance of a Unit shall be deemed also to convey the undivided interest of the Unit Owner in the General Common Elements and any Limited Common Elements appurtenant to the Unit, whether or not the instrument evidencing such conveyance expressly shall so state.
- C. Taxation of Units. The Unit Owner of each Unit shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the Unit and its percentage of ownership in the Common Elements by any governmental authority with jurisdiction over the Unit. Nothing contained in this Master Deed shall be construed as giving to any Unit Owner any right of contribution or adjustment against any other Unit Owner on account of

any deviation by any governmental authority from the percentages of ownership set forth in any valuation or assessment against the Unit owned by such Unit Owner.

D. Use of Units. Each Unit (except for one unsold Unit which Declarant may use as a sales office or model) 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. No industry, trade, business, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Project, except that the Declarant may use one unsold Unit and the Common Elements appurtenant to it as a sales office, model Unit, or otherwise as reasonably necessary to facilitate the sale of other unsold Units, and except further that 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 Unit.

E. Maintenance and Repair of Units and Common Elements.

1. It shall be the responsibility of the Council to maintain, repair or replace:
 - a. The Buildings (except to the extent of the Units comprising a part of the same), including the roofs, and the grounds and parking lots.
 - b. All portions of any Unit which contribute to the support of any Building, including main bearing walls (but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the Unit, which shall be the Unit Owner's responsibility).
 - c. All portions of the Unit which constitute a part of the exterior of any Building.
 - d. All Common Elements.
 - e. All incidental damage caused by work done at the direction of the Board of Directors.

2. It shall be the responsibility of each Unit Owner with respect to the Unit owned by such Unit Owner:
 - a. To maintain, repair and replace at the expense of such Unit Owner all portions of the Unit except the portions to be maintained, repaired and replaced by the Council, including all decorating and redecorating, painting, tiling, carpeting, waxing, papering, plastering or varnishing which may be necessary to maintain the good appearance and condition of the Unit. Where the Limited Common Elements appurtenant to a particular Unit include a porch or balcony or patio, the Unit Owner who has the right to exclusive use of said porch or balcony or patio shall be responsible for the maintenance, preservation and care of the porch or balcony or patio, the fixed or sliding glass doors in the entrance thereto, and the replacement of any light bulbs, wiring, electrical outlets or any other fixtures thereon. Such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners, and such maintenance, repair and replacement shall not change the appearance of any portion of the exterior of a Building or Unit without prior approval of the Board of Directors.
 - b. To maintain, repair and replace at the expense of such Unit Owner the appliances and fixtures 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, including, but not limited to, any plumbing fixtures, water heaters, heating and air conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposals, ranges, range hoods and fans, sinks, lamps, doors, windows, telephones, or any electric, gas or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.
 - c. To report promptly to the Council any defect or need for repairs for which the Council is responsible.
 - d. To maintain, repair, or replace at the expense of such Unit Owner all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements.

e. To 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 in the Buildings.

F. Liability of Unit Owner for Certain Repairs. A Unit Owner shall be liable for the entire expense of any maintenance, repair or replacement of any part of the Condominium Project, 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 ten (10) days after the Board of Directors notifies such Unit Owner in writing that the Board of Directors has determined that such maintenance, repair or replacement is the responsibility of such Unit Owner under this Section, the Board of Directors 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 Master Deed for nonpayment by a Unit Owner of common charges and assessments.

G. Alteration or Improvement of Units. No alteration or improvement to the Unit which would alter or affect the Common Elements or any other Unit may be made by any Unit Owner other than the Declarant without the prior written consent of the Board of Directors. No application shall be filed by any Unit Owner other than Declarant with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common Elements or other Units, unless approved and executed by the Board of Directors. Such approval and execution shall not evidence any consent to any liability on the part of the Board of Directors, or any individual member of the Board of Directors, 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 the managing agent, if any, or through the President or Secretary of the Council if no manager or management agent is employed. The Board of Directors shall have the obligation to answer in writing within thirty (30)

days of such request. The Board of Directors may require that the Unit Owner making such improvement, alteration or addition obtain or provide evidence of such insurance coverages and in such amounts as the Board of Directors deems proper and in all events the Board of Directors may require an amount not less than the full replacement cost of the Building involved.

III.

Common Elements

- A. General Common Elements. The General Common Elements of the Condominium Project include the Land and all other areas, and all structures and improvements within the boundaries of the Condominium Project not included within the Units and the Limited Common Elements. The General Common Elements include, but are not necessarily limited to, the Land, the foundations, structural columns, walls and floors and ceilings and roofs (other than the interior decorated surfaces thereof located within the boundaries of individual Units) of the Buildings; the gardens, outside walks and outside driveways, breezeways, automobile parking spaces (other than those designated as Limited Common Elements pursuant to the Article of this Master Deed entitled "Limited Common Elements"), outside retaining walls and landscaping, any recreational facilities located on the Land, and compartments or installations of central services such as pipes, ducts, electrical wiring and conduits and public utility lines.
- B. Interest in Common Elements. Each Unit shall have appurtenant to it that percentage interest in the Common Elements which the total floor area of the Unit bears to the sum of the floor area for all Units (which percentage interest is set forth on Exhibit B attached and made a part of this Master Deed), and each Unit Owner shall bear the same percentage of the common expenses of the Condominium Project. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the instrument of such conveyance.
- C. Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless

otherwise provided by law. Any covenant to the contrary shall be void.

- D. Adjustments in Percentage of Ownership. Except as provided in Section II.A. of this Master Deed and as otherwise may be expressly provided herein, the percentages of ownership in the Common Elements set forth in Exhibit B attached to this Master Deed shall remain constant regardless of the purchase price paid for any Unit at any time. Except as provided in Section II.A. of this Master Deed and as otherwise may be expressly provided herein, no adjustment in percentages of ownership shall be made without the prior written approval of all Unit Owners of Units for which the percentages of ownership are being adjusted and all holders of record of first mortgages on all Units in the Condominium Project for which the percentages of ownership are being adjusted.
- E. Use of Common Elements. The Common Elements shall be used for the benefit of the Unit Owners, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner may use the General Common Elements in accordance with the purposes for which they are intended so long as such use does not hinder the exercise of or encroach upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a Common Element is intended to be used. The Board of Directors shall have the right to promulgate the Rules and Regulations which may limit the use of the Common Elements to Unit Owners, their guests, permitted tenants and invitees.
- F. Maintenance of Common Elements. The maintenance and operation, including landscaping, gardening, snow removal, cleaning, painting and all other repair, of the Common Elements shall be the responsibility and expense of the Council, unless and except as otherwise expressly provided in the Condominium Documents.
- G. Alteration and Improvement of Common Elements. The Board of Directors shall have the right to make or cause to be made such alterations and improvements to the Common Elements as in the opinion of the Board of Directors may be beneficial and necessary. The cost of any such alterations and improvements to the Common Elements shall constitute a part of the common expenses. When in the sole opinion of the Board of Directors the costs therefor shall be exclusively or

substantially exclusively for the benefit of Unit Owner(s) that requested the alteration or improvement, the cost shall be assessed against such Unit Owner(s) in such proportion as the Board of Directors, in its discretion, reasonably shall determine is fair and equitable.

IV.

Limited Common Elements

- A. Limited Common Elements. The Limited Common Elements of the Condominium Project are areas which are reserved for the use of Unit Owners of a certain Unit or Units to the exclusion of the Unit Owners and/or occupants of other Units. The Limited Common Elements of the Condominium Project include any patios or porches adjacent to or associated with a particular Unit and intended for use exclusively by occupants of that particular Unit, and shall also include automobile parking spaces on driveways in front of and directly leading to garages associated with a particular Unit and intended for use exclusively by occupants of that particular Unit.
- B. Limited Common Elements to Remain Undivided. The Limited Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Any covenant to the contrary shall be void.
- C. Parking Spaces. Any parking spaces not a part of a Unit and not expressly designated on the Plans as being appurtenant to any Unit as a Limited Common Element shall remain General Common Elements and shall be available for use generally by all Unit Owners, their tenants, or guests without reservation or restriction, other than any reasonable restrictions imposed by the Board of Directors and applicable to all Unit Owners.

V.

Assessments

The making and collection of assessments against Unit Owners for Common Expenses of the Condominium Project, shall be pursuant to the Bylaws and subject to the following provisions:

- A. Share of Common Expense. Each Unit Owner (jointly and severally among all Unit Owners of any Unit) shall be personally liable for the proportionate share of the Common Expenses and shall share in the common surplus (after due allowance for the retention of any reserve to cover future common expenses), such shares being the same as the Unit Owner's undivided share in the Common Elements as set forth in Exhibit B to this Master Deed, as such percentage ownership interest may be amended as set forth in Section II.A. of this Master Deed. No Unit Owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements, by abandonment of the Unit owned by such Unit Owner, by claiming that the quantity or quality of services does not warrant such payment or is not as contemplated by such Unit Owner as of the time of purchase or by assertion of any dispute or dissatisfaction with Declarant; provided, however, the Board of Directors may, but is not required to, abate or reduce a Unit Owner's contribution for a reasonable period of time during which the Unit owned by such Unit Owner is uninhabitable as the result of damage or destruction.
- B. Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the day when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due, including any sums due as a result of acceleration of unpaid assessments as may be provided in Section V.C. herein, shall bear interest from the date when due until paid at a rate of interest of ten percent (10%) annum, provided that such rate may be amended from time to time in the Bylaws. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- C. Acceleration of Assessment Installments. If payment by a Unit Owner of any monthly installment of assessments for Common Expenses remains unpaid for a period of thirty (30) days past the due date, the Board of Directors may accelerate and declare the monthly installments for the next succeeding twelve (12) monthly installments (at the then current monthly installment rate) immediately due and payable. Acceleration of the current monthly installment for the next succeeding (12) monthly installments shall be effective upon the Unit Owner ten (10) days after personal delivery of written notice of such

acceleration to the Unit Owner or twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

- D. Lien for Assessments. Except as provided in the Section of this Master Deed entitled "Limitation on Mortgagee Liabilities," any unpaid common expenses assessed to a Unit Owner shall constitute a lien against the Unit owned by such Unit Owner and against such Unit Owner's interest in the Condominium Project prior to all other liens except the lien of a first mortgage on the Unit and tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to State, County, City and School District taxing agencies. The lien created by this Section shall be deemed to be incorporated in and reserved by each deed or other instrument conveying any interest in a Unit whether or not such deed or instrument by its express terms refers to said lien. The lien for unpaid assessments shall also secure legal interest and reasonable attorneys' fees incurred by the Council incident to the collection of such assessment or enforcement of such lien.
- E. Enforcement. In addition to any other remedies or liens provided by law, if any Unit Owner is in default in the payment of any Common Expenses assessed to such Unit Owner for thirty (30) days, including any sums due as a result of acceleration of unpaid assessments as may be provided in any of the Condominium Documents, the Board of Directors may bring suit for and on behalf of the Council and as representative of all Unit Owners to enforce collection of the assessment and all costs of collection thereof, including interest and reasonable attorneys' fees. The aforesaid lien may be enforced by foreclosure action in accordance with the laws of the Commonwealth of Kentucky, in like manner as a mortgage on real property. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. The Board of Directors acting on behalf of the Council, shall have the power to bid in the Unit at judicial sale and hold, lease, mortgage and convey the same. In addition, the Board may bring a personal action against any present or former Unit Owner responsible for such unpaid assessments without lien enforcement or waiving the lien securing the same.

- F. Transfer of Units. A Unit Owner shall not be liable for any Common Expenses accruing after the sale of his Unit and the recording of a deed to the purchaser. The purchaser of a Unit subject to any lien arising under this Master Deed prior to the date of purchase and the recording of the deed shall take title to the Unit subject to the lien; provided, however, that at the request of any Unit Owner or a prospective purchaser of the Unit, the Board of Directors shall provide a statement disclosing whether the Unit Owner is then in default under any of the obligations hereunder and whether and in what amount a lien exists against the Unit owned by the Unit Owner under the Section hereof entitled "Lien for Assessments," which statement shall be conclusive as to the facts stated therein as against the Council and the other Unit Owners and may be relied upon by a prospective purchaser or mortgagee or assignee of any mortgage upon the Unit of such Unit Owner.
- G. Limitation on Mortgagee Liabilities. Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Unit obtains title to the Unit as a result of foreclosure of a first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee or purchaser shall not be liable for the shares of Common Expenses or assessments by the Council pertaining to such Unit or chargeable to a former Unit Owner of such Unit which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, except where such lien rights may be asserted against surplus proceeds of judicial sale. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the other Unit Owners of Units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to a Unit Owner who takes back a purchase money mortgage, or to any other mortgagee which is not an "institutional mortgagee." The term "institutional mortgagee" herein used shall mean a first mortgage holder which is a bank, savings and loan association, life insurance company, pension fund, trust company, credit union or other similar institutional lender.

VI.

Council of Co-Owners

- A. Council Manages Condominium Project. The management and operation of the Condominium Project shall be the responsibility of the Council, acting through the Board of Directors and the elected officers thereof, and the Council shall fulfill its functions pursuant to the provisions of the Condominium Documents.
- B. Bylaws. The Bylaws adopted by the Council from time to time shall be the Bylaws of the Condominium Project.
- C. Rules and Regulations. Each Unit Owner's ownership and use of the Unit(s) owned by such Unit Owner shall be subject to the Rules and Regulations promulgated by Declarant, as same may be amended by the Board of Directors from time to time, applicable to all Unit Owners including Declarant. A copy of the Rules and Regulations adopted as of the date of this Master Deed is attached hereto as Exhibit C. A copy of any subsequent amendments thereto, shall be furnished by the Council to all Unit Owners and residents of the Condominium Project upon request.
- D. Limitation Upon Liability of Council. Notwithstanding the duty of the Council to manage, operate, maintain and repair the Condominium Project, subject to and in accordance with the provisions of the Condominium Documents, the Council shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Project required to be maintained and repaired by the Council, or caused by the weather or other elements, or by other Unit Owners or Persons, including, but not limited to, defects which are the result of characteristics common to the materials used, damage due to ordinary wear and tear and normal use, and damage due to wind, rain, snow, hail and condensation on or expansion or contraction of materials due to weather.
- E. Board of Directors. The members of the Board of Directors shall be elected and serve and shall have the duties and powers as provided in the Articles of Incorporation and Bylaws. The Board of Directors shall have the right to delegate its duties to a managing agent. The Board of Directors shall be the final arbiter of any dispute concerning the operation of the Condominium

Project, and the interpretation and effect of the Condominium Documents.

- F. Declarant's Written Consent Necessary for Certain Actions. Anything to the contrary contained in any of the Condominium Documents notwithstanding, during the interval (the "Declarant's Marketing Interval") from the date of recordation of this Master Deed until the earlier of such time as [i] Declarant or its designee(s) shall cease to own any Units in the Condominium Project, or [ii] four (4) years from the date of recording this Master Deed, the Board of Directors may not, without the Declarant's prior written consent [a] amend any of the Condominium Documents; [b] make any addition, alteration or improvement to the Common Elements or to any Unit; [c] assess any common charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; [d] hire any employee in addition to the employees, if any, provided for in the initial budget; [e] enter into any service or maintenance contract without the prior written approval of Declarant; [f] borrow money on behalf of the Condominium Project; or [g] reduce the quantity or quality of services to or maintenance of the Condominium Project. During the Declarant's Marketing Interval, in addition, Declarant may unilaterally amend any Condominium Document so long as any such amendment does not materially alter the responsibilities and obligations of Declarant as developer of the Condominium Project to other Unit Owners under the Condominium Documents.
- G. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of a Council meeting, such decision shall be expressed by the same Person who would cast the vote of such Unit Owner if in a Council meeting, unless joinder of all Unit Owners of record is specifically required by the applicable provision of the Condominium Documents.

VII.

Easements

- A. Existing Easements. Easements are hereby declared and granted by each Unit Owner in favor of each other Unit Owner, and reserved by Declarant, for all utility purposes as they exist on the date of the recording of

this Master Deed or as are contemplated by the Plans, or as may be required to be incorporated in the final construction of the Buildings and the Common Elements. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving the Unit(s) of such Unit Owner. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. Easements are further declared, granted and reserved for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as are now and from time to time may exist upon the Common Elements; and for vehicular traffic over, through and across such driveways, parking areas (subject to the rights of applicable Unit Owners in parking spaces which are Limited Common Elements) and other portions of the Common Elements as are now and from time to time may be paved and intended for such purposes. Easements are further declared, granted and reserved in favor of the Board of Directors, its agents and employees, acting on behalf of the Council, for access, ingress and egress to all areas reasonably necessary for the performance of its duties herein, including without limitation for the purpose of repairing, maintaining or replacing interior load bearing walls or other Common Elements accessible only by or through any Unit. All easements and rights described in this Master Deed are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon the Declarant, Unit Owners and any other Person having any interest in the Condominium Project, but shall be subject to and limited by the provisions of the Condominium Documents. The deed of conveyance of any Unit, or any mortgage or trust deed or other evidence of obligation, shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagee and trustees of such Units as fully and completely as if such easements and rights had been recited fully and set forth in their entirety in such documents.

- B. Future Easements. The Council may grant further easements for utility purposes for the benefit of the Condominium Project, including the right to install, lay, maintain, repair and replace water mains and

pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Condominium Project, and each Unit Owner hereby grants the Council (acting through its President) an irrevocable power of attorney to execute, acknowledge and record, for and on behalf of each Unit Owner, such instruments or documents as may be necessary to effectuate such easements; provided, however, that any easement through a Unit shall be only according to the plans and specifications for the Building in which such Unit is located, or as such Building is constructed, unless approved in writing by the Unit Owner. The power of attorney granted by this Section shall survive any disability or death of the Unit Owner and shall be binding on each successive Unit Owner.

- C. Access to Units by the Council. The Council shall have a right of access to each Unit upon reasonable prior notice and at reasonable hours: [i] to inspect the same for compliance with the provisions of the Condominium Documents; [ii] for the maintenance, repair, replacement or improvement of any portion of the Common Elements (or any portion of the Unit which is the responsibility of the Board of Directors) including any pipes, wires, ducts, cables, conduits and public utility lines located in or adjacent to any Unit; [iii] to prevent damage to the Common Elements or any other Unit; [iv] to abate any violation of law, order, rule or regulation of any governmental authority having jurisdiction thereof; [v] to abate any violation of any provision of any of the Condominium Documents. The Council shall have such other right of access to each Unit as may be provided under any other provisions of the Condominium Documents. The Council shall be obligated to repair any damage to a Unit incurred by reason of exercise of this right of access, provided however, that in the event such damage is caused by the Unit Owner's failure to provide reasonable access to the Unit, the cost of such repair shall be charged to the Unit Owner, and such charge shall constitute a lien and be enforceable as an assessment for Common Expenses as set forth in Article V herein.
- D. Declarant's Easement for Marketing Purposes. Declarant reserves the right with respect to its marketing of Units to use the Common Elements for the ingress and egress of itself and for prospective purchasers and lessees of Units, including the right of such prospective purchasers and lessees to park in parking spaces

which are not Limited Common Elements. Any damage to the Common Elements resulting from this easement shall be repaired by Declarant promptly after the same occurs.

- E. Declarant's Easement for Completion of Units. Declarant reserves the right for the purpose of completing the development of the Condominium Project, including the Buildings and Units, to have access to the Common Elements and (but only to the extent reasonably necessary and only upon reasonable prior notice to the applicable Unit Owner and at reasonable hours) to any Units presently existing, for the ingress and egress of itself and its subcontractors, materialmen, and suppliers for the purpose of constructing, installing, maintaining and repairing equipment and fixtures pursuant to such development, and for other activities reasonably necessary in connection with such development, including the right to use the roadways and to park in those parking spaces which are not Limited Common Elements at the Condominium Project. Declarant agrees to repair any damage which may be caused to the Building or to any Unit resulting from the actions of Declarant permitted by this Section promptly after Declarant is notified that such damage has occurred.
- F. Easements for Encroachments. An easement shall exist for any portion of a Unit or the Common Elements which encroaches upon any other Unit or the Common Elements as a result of [i] the original or future construction or settling or shifting of any part of a Building, or [ii] any repair or restoration undertaken by the Board of Directors, or [iii] any construction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings. Such easements as provided in this Section shall exist so long as the Building in which the encroachment exists (or any replacement thereof permitted under any Condominium Document) shall stand.
- G. Additional Easements. The Board of Directors shall have the right to grant such additional easements burdening the Common Elements as are reasonably determined by it to be compatible with the intended uses and future development of the Condominium Project, including, without limitation, additional easements for ingress and egress to and from and over the Land.

VIII.

Insurance

The Council shall maintain insurance coverage upon the Condominium Project in accordance with the provisions of this Article:

- A. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Project required or authorized by the Condominium Documents shall be purchased by the Council. The named insured shall be the Council individually and as agent for the Unit Owners, without naming them, and as agent for the mortgagees of the Unit Owners. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain coverage at their own expense for their own Units, their own personal property and other risks. Unit Owners may also obtain comprehensive personal liability insurance for injury to person or damage to the property of others within such Unit Owner's Unit or in another Unit in the regime or upon the Common Elements resulting from the negligence of the insured Unit Owner. The Board shall not be responsible for procurement of insurance covering contents.
- B. Coverage.
1. All Buildings, Common Elements and other improvements upon the Land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors on behalf of the Council; provided, however, 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 Buildings. All personal property included in the Common Elements shall be insured for its value, as determined annually by the Board of Directors on behalf of the Council. Such coverage shall afford protection against:

- a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Land: including, but not limited to, vandalism and malicious mischief, earthquake and plate glass insurance.
2. Public liability insurance coverage shall be provided in such amounts and with such coverage as shall be required by the Board of Directors and with cross liability endorsement to cover liabilities of the Unit Owners jointly and severally and of the Council.
 3. Workers' compensation insurance to meet the requirements of Kentucky law.
 4. Errors and Omissions insurance protecting the members of the Board of Directors from individual liability arising out of their Board activities and also fidelity bond coverage for persons or entities handling Council Funds.
 5. Such other insurance as the Board of Directors from time to time shall determine is desirable.
- C. Premiums. Premiums upon insurance policies purchased by the Council shall be paid by the Council as a common expense; provided, however, that should the amount of any insurance premium be affected by a particular use of a Unit or Units, the owner or owners of such Unit or Units shall be required to pay any increase in premium resulting from such use.
 - D. Insurance Trustee. All insurance policies purchased by the Council shall be for the benefit of the Council and the Unit Owners and the mortgagees of the Units as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to National City Bank of Kentucky, as Trustee, or to such other bank in Kentucky with trust powers as may be designated as insurance trustee by the Board of Directors, which trustee is referred to in this instrument as the "Insurance Trustee." Payment of premiums, renewal and sufficiency of policies, settlement of claims with insurers and collection of insurance proceeds shall be the responsibility of the Board of Directors, and the sole duty of the Insurance Trustee shall be to receive such proceeds as are paid

and hold the proceeds in trust for the purposes elsewhere stated in this Article.

- E. Shares of Proceeds; Mortgagees. The Insurance Trustee shall hold all insurance proceeds covering property losses in shares, which shares need not be set forth on the records of the Insurance Trustee, as follows: Each Unit Owner shall have an undivided share in such proceeds, such share being the same as the undivided share in the Common Elements appurtenant to the Unit(s) owned by such Unit Owner as set forth in Exhibit B to this Master Deed, as same may be amended pursuant to Section II.A. of this Master Deed. In the event a mortgagee endorsement has been issued with respect to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds which, pursuant to the provisions of this Article, are to be held by the Insurance Trustee, except distributions of such proceeds made pursuant to this Article.
- F. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
1. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.
 2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed substantially in accordance with the original Plans for the Buildings, the remaining proceeds shall be paid to defray the cost of such as provided in the Article of this Master Deed entitled "Reconstruction or Repair after Casualty." Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. All mortgages and other liens existing against any Unit(s) at the time of the damage shall attach to such repaired or reconstructed Unit(s) in the same priority as existed prior to such damage. All such repaired or reconstructed Units shall bear the same Unit numbers as those of the original Units and shall retain the same percentage of ownership in the Common Elements as those of the original Units (subject to "as built" adjustment

as set forth in Section II.A. above). If the damage for which the proceeds are paid is not to be repaired or reconstructed in accordance with the original plans for the Buildings as permitted by the Article of this Master Deed entitled "Reconstruction or Repair after Casualty," the mortgagees of Units in that Building may demand that the remaining proceeds be applied to reduction of the mortgage debt on such Units up to the total amount of the mortgage debt then due. This Section is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner provided in the Article of this Master Deed entitled "Reconstruction or Repair after Casualty" that the damage for which proceeds are paid shall not be reconstructed or repaired, the net proceeds remaining after all mortgages on such damaged or destroyed Buildings have been paid shall be distributed in the manner determined by the Unit Owners at the special meeting of the Council provided by the Section of this Master Deed entitled "Determination to Reconstruct or Repair," provided that such distribution complies with the provisions of the Horizontal Property Law as amended.
4. Certificate. In making distribution to Unit Owners and/or the mortgagees of the Units, the Insurance Trustee may rely upon a certificate of the Council made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution, and the Insurance Trustee shall have no liability to the Council or to any Unit Owner for any distribution made in reliance upon such a certificate.
- G. Council as Agent. The Council is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Project to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

IX.

Reconstruction or Repair after Casualty

- A. Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged or destroyed by casualty, whether or not it shall be reconstructed

or repaired shall be determined in the following manner:

1. Common Element. If the damaged or destroyed improvement is a Common Element (other than portions of any of the Buildings), the damaged or destroyed Property shall be reconstructed or repaired.
 2. Buildings. If the damaged or destroyed improvement is one or more of the Buildings, such Building or Buildings also shall be reconstructed or repaired except that, as to each Building (if any) as to which more than two-thirds (2/3) of such Building has been destroyed, such Building shall not be reconstructed or repaired if (and only if) [i] all of the Unit Owners of Units in such Building shall agree in writing within thirty (30) days after the date of the occurrence of such destruction that they desire that such Building not be repaired or reconstructed, and request the Secretary of the Council in writing to call a special meeting of the Unit Owners for the purpose of deciding whether such Building shall be repaired or reconstructed, and [ii] Unit Owners of Units in the entire Condominium Project representing ownership of not less than eighty percent (80%) of the total ownership of Common Elements shall vote not to repair or reconstruct such Building at the meeting of all of the Unit Owners, which shall be duly called by the Secretary of the Council within ten (10) days after the receipt by the Secretary of the written request from the Unit Owners of the affected Building. In the event the Building is not reconstructed or repaired, the Unit Owners of such Building (and their mortgagees) shall be entitled to receive their proportionate share of the insurance proceeds payable as a result of such destruction, and the Board of Directors shall cause the Master Deed to be amended to revise the allocation of the Common Elements among the Units located in the remaining Buildings according to the proportion which the floor area of each such Unit bears, respectively, to the sum of the floor area for all of such remaining Units.
 3. Certificate. The Insurance Trustee may rely upon a certificate of the Council made by its President and Secretary to determine whether or not the damaged or destroyed property is to be reconstructed or repaired.
- B. Manner of Reconstruction. The original Plans for the Condominium Project shall be the property of the Council and shall be kept by the Board of Directors in

a fire-proof safe or safe deposit box. Any reconstruction or repair must be substantially in accordance with the original Plans, or, if not, then according to plans and specifications approved by the Board of Directors and, if the damaged property is all or part of any Building, by all mortgagees of Units in the damaged or destroyed Building(s), and by all of the Unit Owners of Units in that Building.

- C. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Council.
- D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Council has the responsibility of reconstruction and repair, the Council shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the proceeds are determined to be insufficient, assessments shall be made against the Unit Owners in amounts sufficient to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units or for damage to Common Elements shall be in proportion to the percentage interest in the Condominium Project owned by such Unit Owner as set forth in Exhibit B to this Master Deed.
- F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Council from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:
1. Council. If the total of assessments made by the Council in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Council is more than \$100,000, then the sums paid upon such assessments shall be deposited by the Council with the Insurance Trustee. In all other cases

the Council shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

2. Insurance Trustee; Construction Fund. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Council from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - a. Council -- lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Council is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the Order of the Council.
 - b. Council -- major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Council is more than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the Order of the Council in the manner required by the Board of Directors and upon approval of an architect licensed to practice in Kentucky and employed by the Council to supervise the work.
 - c. Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit Owner and the mortgagee, jointly, who may use such proceeds as they determine.
 - d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; provided, however, that the part of a distribution to a beneficial owner that represents assessments paid by such owner into the

construction fund shall not be made payable to any mortgagee.

- e. Certificate. Any provisions of this Master Deed to the contrary notwithstanding, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessments shall be deposited by the Council with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Council or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Council made by its President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Council, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Council shall be first obtained by the Council upon disbursements in payment of costs of reconstruction and repair.

- G. Eminent Domain. Appropriation, taking, injury to or destruction of, or condemnation by eminent domain by federal, state or local government or any instrumentality thereof of any portion of the Condominium Project, respectively, shall be considered to be included in the term "damage and destruction" for purposes of this Article, and the decision whether or not to restore, insofar as is possible, any Building of which two-thirds (2/3) or more is taken, and the proceeds of the eminent domain taking, respectively, shall be treated in the same manner as is provided in this Master Deed upon the occurrence of damage and destruction to the Condominium Project. The Board of Directors shall give to all holders of first mortgages on Units prompt notice of any eminent domain proceedings, and the distribution of the proceeds of any eminent domain proceeding shall be subject to the provisions of the Section of this Master Deed entitled

"Distribution of Proceeds" with respect to the rights of the holders of mortgages on Units.

X.

Liability

- A. Individual Share of Condominium Liability. In the event that any judgment is rendered by a court of competent jurisdiction against the Condominium Project, the Council or all or some number of Unit Owners, which judgment arises from a risk common to all Unit Owners, and said judgment exceeds the liability insurance in force maintained by the Council, the liability of any Unit Owner shall not exceed the proportionate share of such liability based upon the percentage interest in ownership of the Common Elements of each Unit Owner as set forth in Exhibit B, as same may be amended from time to time.
- B. Individual Liability. Notwithstanding the immediately preceding provision, any Unit Owner shall be individually liable for the full amount of injuries or damages which result from his or her own negligence or willful misconduct, or which occur within his or her individual Unit to the same extent as the individual owners of real property not subject to the Horizontal Property Law.

XI.

Sale, Lease and Mortgaging of Units

- A. Right to Sell or Lease Units. The Unit Owner of each Unit shall have the right to sell or lease such Unit and the Common Elements appurtenant thereto, providing, with respect to any lease (or assignment thereof or sublease), that written notice of the fact of the lease, the identity of the lessee, and the term of the lease, is disclosed to the Council or managing agent or manager of the Condominium Project in writing prior to commencement of the term of the lease. Any tenancy or subtenancy of a Unit shall be subject and subordinate to all of the provisions of the Condominium Documents.
- B. Mortgaging of Units. No Unit Owner may mortgage any Unit owned by such Unit Owner or any interest therein without the approval of the Board of Directors and, if the Declarant is a Unit Owner at the time such mortgage

is granted, without the prior written approval of Declarant, except as to a mortgage or mortgages granted to a bank, life insurance company, credit union or savings and loan association, or to Declarant or to the Unit Owner from whom the Unit was purchased. The Board of Directors may, and is hereby authorized to, impose reasonable conditions upon which approval as to any other mortgage shall be given. Every mortgage which is not held by [i] a bank, [ii] a life insurance company, [iii] a credit union, [iv] a savings and loan association, [v] the Unit Owner from whom the Unit was purchased or [vi] Declarant shall be invalid as a lien against the Unit without the written approval of the Board of Directors and, if required under the terms hereof, Declarant.

- C. Grantee to be Liable with Grantor for Unpaid Common Expenses. In any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding in accordance with this Master Deed or the Bylaws, the grantee of the Unit shall be jointly and severally liable with the former Unit Owner for any unpaid Common Expenses against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the former Unit Owner the amounts paid by the grantee therefor, except as set forth in Section V.F. "Grantee" as used in this Section shall not include either the holder of an institutional mortgage of record or a purchaser of a Unit at a foreclosure sale of an institutional mortgage.
- D. Unauthorized Transfer is Voidable. Any lease or mortgage which is not authorized by the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided by the Board of Directors, or by the Declarant if Declarant at the time of such avoidance is a Unit Owner, by an instrument duly recorded in the office of the County Clerk of Jefferson County, Kentucky.

XII.

Default and Foreclosure
of Mortgages or Other Liens on Units

- A. Mortgagees to Notify Declarant of Unit Owner's Default. Upon the happening of a default under the terms of any mortgage which would permit the holder to declare the

entire principal sum due, and upon which such holder intends to rely in accelerating the indebtedness secured by the mortgage, notice of the intention of the holder to do so shall be given to the Council and to Declarant, if Declarant is the record Unit Owner of a Unit at the time such notice is given.

- B. Rights of Declarant and Council with Respect to Mortgages in Default. The Declarant and/or the Council shall have the right at its option to exercise the following powers and privileges with respect to mortgages of Units which are in default at a time when Declarant and/or the Council or its other nominee(s) shall be a Unit Owner:
1. To remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Declarant shall make the advances necessary to remedy the defaults, the Declarant shall be deemed to hold a lien position in the Unit, junior to the lien of the first mortgage, but prior and superior to all other liens, to secure the amount so advanced, together with interest thereon (at the Prime Rate then in effect at major Louisville banks) , costs, disbursements, counsel fees, insurance, taxes or other charges so advanced, and with the right to foreclosure of such junior lien against the defaulting Unit Owner. The holder of the mortgage shall in no event be required, or have the obligation, to collect the junior lien position so created on behalf of the Declarant. Acceptance of a deed to any Unit constitutes a present grant by the Unit Owner of such junior lien position in favor of Declarant and the Council.
 2. To acquire the mortgage by assignment from the holder of said mortgage in consideration of the payment by certified check from Declarant or the Council to the mortgagee of an amount equal to (calculated as of the time of the assignment) the unpaid balance plus accrued but unpaid interest on the indebtedness secured by the mortgage, plus collection costs (including reasonable attorneys' fees) expended by the mortgagee either before or after institution of foreclosure action, in the name of the Declarant or in the name of its designated nominee, with all the powers and rights of the holder against the defaulting Unit Owner including the right to foreclose the same.
 3. To require the defaulting Unit Owner to transfer the Unit and its common interest to Declarant or the nominee of Declarant or the Council, in exchange for

the agreement of Declarant or the Council to remedy all defaults existing under the terms thereof, and to assume the indebtedness secured thereby.

4. To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under subdivision B of this Section, or to take a deed in lieu of foreclosure of the mortgage. In no event shall a Unit Owner be relieved from liability already incurred for past due common expenses and charges, including expenses of legal counsel, nor be relieved from personal liability on the bond, note or other obligation secured by the mortgage by reason of any conveyance made under subdivision C hereof or under this subdivision.
5. All of the rights of the Declarant under this Section shall also be available at all times to the Council, but such rights as vested in Council at all times shall be junior and subordinate to those rights as vested in Declarant as long as the Declarant is a Unit Owner.
- C. Council and Declarant Shall be Necessary Parties in All Mortgage or Other Lien Foreclosures. The Declarant, at any time when Declarant is a Unit Owner, and the Council, shall be necessary parties in every action brought to foreclose any mortgage or other lien encumbering a Unit, and shall be entitled to bid such amounts as they deem appropriate at any sale, whether the action be in their names or they be a defendant therein, and to purchase any Unit at such sale.
- D. Incorporation in Instruments of Encumbrance. The provisions of this Article shall be deemed incorporated by reference in each mortgage or other lien encumbering a Unit as though fully set forth therein.

XIII.

Obligations of Unit
Owners and Remedies Upon Default

- A. All Unit Owners and Tenants Subject to Condominium Documents Which Run with the Land. All present or future Unit Owners, tenants, occupants or any other Person that might use the Condominium Project in any manner, are subject to the terms and provisions of the Condominium Documents, as they may be amended from time to time, and the decisions of the Council acting through the Board of Directors acting, in turn, through

its resolutions, the officers of the Council, and the managing agent. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into of occupancy of any Unit shall signify that the provisions of the Condominium Documents, and the decisions of the Board of Directors, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease of the Unit.

- B. Remedies upon Default. Failure of a Unit Owner (or other Person subject to the Condominium Documents) to comply with the provisions of the Condominium Documents shall entitle the Council (and the Declarant, in the proper case) to the following remedies for such violation or breach in addition to all remedies provided by the Horizontal Property Law and by any other provisions of the Condominium Documents:
1. The right to enter any Unit or any portion of the Condominium Project upon which, or as to which, such violation or breach exists which requires emergency attention or emergency repairs, and on an emergency basis to abate and remove, at the expense of the defaulting Unit Owner, any structure or thing or condition that may exist in violation of the Condominium Documents; and the Council, or its employees or agents, shall not thereby be deemed guilty of trespass.
 2. The right to enjoin, abate or remedy by appropriate legal proceedings, at law or equity, the continuance of any breach; and, pursuant to appropriate court action, the right, if any Unit Owner or any occupant of his Unit shall continue to be in violation of the aforesaid documents and rules and regulations for thirty (30) days after notice in writing from the Council, to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and to file a suit in equity against the defaulting Unit Owner for a mandatory injunction against the Unit Owner or occupants or in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit and ordering that the Unit shall be sold at a judicial sale upon such notice and terms as

the court shall establish, except that the defaulting Unit Owner shall not be entitled to reacquire the Unit at such sale or by virtue of right of redemption.

- C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Council to comply with the terms of the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- D. No Waiver of Rights. The failure of the Council or any Unit Owner to enforce any covenant, restriction or other provision of the Horizontal Property Law or the Condominium Documents shall not constitute a waiver of the right to do so thereafter.
- E. Rights are Cumulative. All rights, remedies and privileges granted to the Council, Declarant, the Board of Directors, its designated agent(s), or a Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party hereunder, under the other Condominium Documents, or at law or in equity.

XIV.

AMENDMENT

- A. Amendment to Declaration. This Master Deed may be modified, altered, amended or added to [i] by Declarant pursuant to an instrument recorded by Declarant in the office of the County Clerk of Jefferson County, Kentucky, subject to and in accordance with the Section of this Master Deed entitled "Declarant's Written Consent Necessary for Certain Actions," (Section VI.F.) or [ii] by an instrument signed by each Unit Owner of record (and by Declarant, if the consent of Declarant to such Amendment is required under the terms of the Condominium Documents), or [iii] by a vote of greater than fifty percent (50%) in interest in the Common Elements at any duly called meeting of 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 (and Declarant, if the consent of Declarant is required by the provisions of the Condominium Documents) approves the change; and
3. 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 this subsection [iii] above have been satisfied.

XV.

General

- A. Severability. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
- B. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- C. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.
- D. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender whenever the context so requires.

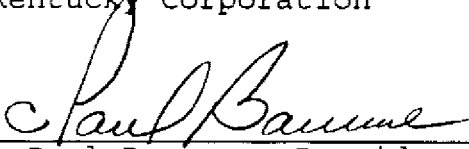
BOOK 6959 PAGE 0455

- E. Consent of Mortgage Holder. Joining in this instrument is National City Bank of Kentucky ("NCB"), holder of a first mortgage on the subject property described on Exhibit A dated April 30, 1997, recorded in Mortgage Book 4334, Page 632, Jefferson County Clerk's office, the mortgages affecting the property being submitted herein to a Condominium Property Regime, NCB joining herein to indicate its consent thereto.

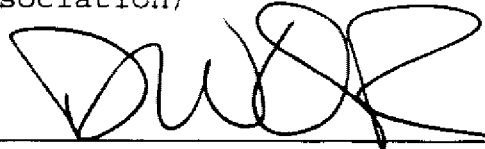
IN WITNESS WHEREOF, the Declarant has caused this Master Deed to be executed by its duly authorized office on the date indicated in the notarial certificate official hereto.

"Declarant"

BARMORE DEVELOPMENT AND
CONSTRUCTION, INC.
a Kentucky Corporation

By 
C. Paul Barmore, President

NATIONAL CITY BANK OF KENTUCKY
(a national banking
association)

By 
DAVID OLENICK, VICE PRESIDENT

COMMONWEALTH OF KENTUCKY)
: SS
COUNTY OF JEFFERSON)

The foregoing Master Deed was acknowledged and executed before me this 3rd day of October, 1997, by C. Paul Barmore, President of Barmore Development and Construction, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 30, 1998.

Norman W. Graham
Notary Public

[Notary Seal]

COMMONWEALTH OF KENTUCKY)
: SS
COUNTY OF JEFFERSON)

The foregoing Master Deed was acknowledged and executed before me this 31 day of October, 1997, by David Clinck, as vice president of National City Bank of Kentucky, a national banking association, on behalf thereof.

My commission expires: Notary Public, State at Large, KY
My commission expires Oct. 1, 2000.

Margaret J. Lewis
Notary Public

[Notary Seal]

THIS INSTRUMENT PREPARED BY:

Norman W. Graham
Norman W. Graham
WYATT, TARRANT & COMBS
Citizens Plaza
Louisville, Kentucky 40202
(502) 589-5235

Exhibit A
to
Master Deed

(Legal Description of Land)

BEGINNING at a point in the east right-of-way line of Freys Hill Road, in the south line of a tract conveyed to BMF, Inc. of record in Deed Book 6488, Page 323 in the Office of the Clerk of Jefferson County, Kentucky; thence with said tract N 67°08'55" E 959.76 feet to an iron pin; thence S 22°52'44" E 200.00 feet to an iron pin in the north line of a tract conveyed to the Commonwealth of Kentucky of record in Deed Book 2608, Page 232 in the aforesaid Clerk's Office; thence with said tract, S 67°08'53" W 959.86 feet to the aforesaid right-of-way line of Freys Hill Road; thence with said right-of-way N 22°51'05" W 200.01 feet to the point of beginning, containing 4.41 acres, as shown on the minor plat attached to instrument of record in Deed Book 6955, Page 295 in the aforesaid Clerk's Office.

BEING the same property acquired by BARMORE DEVELOPMENT AND CONSTRUCTION, INC. by Deed dated June 21, 1996, of record in Deed Book 6753, Page 920, excepting therefrom so much as was conveyed to Jefferson County, Kentucky, by Deed dated October 28, 1997, of record in Deed Book 6955, Page 295, both in the Office of the Clerk of Jefferson County, Kentucky.

Exhibit B
to
Master Deed

(Percentage Interest of each Unit in Common Elements)

<u>Unit #</u>	<u>Area in Square Ft.</u>	<u>Percentage Interest</u>
1	2,080.00	3.125%
2	2,080.00	3.125%
3	2,080.00	3.125%
4	2,080.00	3.125%
5	2,080.00	3.125%
6	2,080.00	3.125%
7	2,080.00	3.125%
8	2,080.00	3.125%
9	2,080.00	3.125%
10	2,080.00	3.125%
11	2,080.00	3.125%
12	2,080.00	3.125%
13	2,080.00	3.125%
14	2,080.00	3.125%
15	2,080.00	3.125%
16	2,080.00	3.125%
17	2,080.00	3.125%
18	2,080.00	3.125%
19	2,080.00	3.125%
20	2,080.00	3.125%
21	2,080.00	3.125%
22	2,080.00	3.125%
23	2,080.00	3.125%
24	2,080.00	3.125%
25	2,080.00	3.125%
26	2,080.00	3.125%
27	2,080.00	3.125%
28	2,080.00	3.125%
29	2,080.00	3.125%
30	2,080.00	3.125%
31	2,080.00	3.125%
32	<u>2,080.00</u>	<u>3.125%</u>
TOTALS	66,560.00	100.000%

EXHIBIT C

RULES AND REGULATIONS OF
SAWYER PLACE CONDOMINIUMS

I. GENERAL

- A. Declarant has adopted the following Rules and Regulations (the "Regulations") to govern, in part, the operation of Sawyer Place Condominiums, the Master Deed for which is of record in Deed Book _____, Page _____ in the office of the Clerk of Jefferson County, Kentucky (certain capitalized terms used in these Regulations without definition have the meanings set forth for them in the Master Deed). These Regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Bylaws of the Council of Sawyer Place Council of Co-Owners, Inc.
- B. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit within Sawyer Place Condominiums, to such Unit Owner's family, tenants (whether or not in residence), employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or the tenant of such Unit Owner. Wherever in these Regulations reference is made to the Council, such reference shall include the Council and any managing agent for Sawyer Place Condominiums when the managing agent is acting on behalf of the Council.
- C. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the use of the Units and all Common Elements appurtenant to the Condominium Project.

II. RESTRICTIONS ON USE

- A. No part of the Condominium Project shall be used for any purpose except as provided in Section II.D of the Master Deed. Also, no Unit shall be used or rented for transient, hotel or motel purposes.
- B. Except as provided in Section II.D. of the Master Deed, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, whether or not designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Project.
- C. No unit shall be used for any unlawful purpose and no improper, unlawful, noxious or offensive activity shall be conducted in any Unit or on the Common Elements, nor shall anything be done therein which reasonably may be or become

annoying or a nuisance to the other Unit Owners or occupants of the Units. No Unit Owner shall make or permit any loud or disturbing noises in any Building or do or permit anything to be done which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of midnight and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants.

- D. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Board of Directors except as expressly permitted under the terms of the Condominium Documents. No portion of the Common Elements shall be decorated or furnished by any Unit Owner in any manner. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incidental to the use and occupancy of the Units.
- E. No antennas, satellite dishes or other devices for transmitting or receiving electronic, microwave or similar signals or any other structure, equipment or other similar items may be placed on any roof or in any portion of the Common Elements without the prior written consent of the Board of Directors which shall not be unreasonably withheld.
- F. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Buildings or contents thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the Unit or on the Common Elements which will result in the cancellation of insurance on the Buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit. No waste shall be committed on the Condominium Project. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction over the same, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
- G. All garbage and trash must be placed in trash containers and shall not be permitted outside any Unit in public view, except that such containers may be placed outside no earlier than 6:00 p.m. on the day preceding any regular garbage or trash

collection day, and no garbage or trash shall be placed elsewhere.

- H. Except in the Limited Common Elements areas intended for such use by the Unit Owners of such Unit, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, toys, benches, chairs or other articles of personal property be left unattended on or within parking areas, sidewalks or lawns or elsewhere on or within the Common Elements.
- I. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Unit Owner causing such damage.
- J. No Unit Owner shall sweep or throw or permit to be swept or thrown from the Unit, from the doors, windows or balconies thereof, any dirt, water or other substance.
- K. Nothing shall be done to or in any Unit or to or in the Common Elements (whether General or Limited) which shall impair or would be likely to impair or change the structural integrity of any of the Buildings, nor shall anything be altered or constructed on or separated from the Common Elements, except upon the prior written consent of the Board of Directors.
- L. No sign or other window displays or advertising shall be maintained or permitted on any part of the Condominium Project or in any Unit, except Unit address number or identification signs not exceeding one (1) square foot in area which shall be provided by the Council as part of the Common Elements, and except that Unit Owners, the Declarant, the Board of Directors or the managing agent, and any mortgagee who may become the owner of any Unit may place "For Sale," "For Rent" or "For Lease" signs on Units for the purpose of selling or leasing the same, but in no event will any such sign be larger than one (1) sign six square feet in area, provided that such sign shall be removed within five (5) days of the closing of such sale or leasing.
- M. Except for signs permitted by these Regulations, no Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon the windows, doors or masonry of such Unit; provided, however, that Unit Owners may hang plants on any porch or entrance way appurtenant to the Unit. The prohibition herein includes, without limitation, flags, laundry, clothing, rugs, awnings,

canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of the Unit except as may be specifically authorized in the Master Deed. Porches shall not be used as storage areas. No porch shall be enclosed or covered by a Unit Owner without the prior written consent of the Board of Directors.

- N. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors. No fences may be erected on or around the Common Elements.
- O. Solicitors are not permitted. Any Unit Owner who is contacted by a solicitor on the Property is requested to notify the Board of Directors or managing agent.
- P. Sufficient carpeting or rugs and padding shall be maintained on a minimum of eighty percent of the floor surfaces (excluding kitchens, closets and bathrooms) adequately reduce transmission of sound between Units.

III. PET RULES

- A. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that dogs, cats or caged birds (not to exceed one per Unit without the prior approval of the Board of Directors) may be kept in a Unit, subject to compliance with the Bylaws and these Regulations.
- B. No pet may be maintained in a Unit if it becomes a nuisance. Actions which will constitute a nuisance include but are not limited to an attack by the pet on a person, or more than one unprovoked attack on other animals, abnormal or unreasonable crying, barking or scratching, or fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated defecation in areas of the Condominium Project other than areas, if any, where such activity is permitted pursuant to express provisions of the Condominium Documents.
- C. All pets must be registered and inoculated as required by law and registered with the office of the Council or managing agent for the Council.
- D. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets, and shall (and do hereby) indemnify the Council and all other Unit Owners for

all loss, cost, claim and expense, including, without limitation, reasonable attorney's fees, caused by such pets.

- E. Except in any designated pet exercise areas which may be provided, pets must be leashed or carried; leashes may not exceed a length which will permit close control of the pet.
- F. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas outside any authorized pet exercise areas.

IV. PARKING AND STORAGE

- A. No personal property may be stored on the Common Elements except for the placement and use of typical patio furnishings by the Unit Owners on the porch area of Limited Common Elements reserved for such Unit.
- B. No trailers, campers, recreational vehicles, boats, commercial vehicles or trucks used in a trade or business displaying the name of such trade may be parked on the Condominium Project (except such commercial vehicles may be parked on the Condominium Project only while engaged in the active delivery or providing of services or materials to the Council or any Unit Owner). All vehicles shall be parked wholly within parking space lines. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Except in areas designated by the Board of Directors, vehicle repairs other than: [i] emergency maintenance, [ii] ordinary light maintenance (excluding fluid changes and other operations which might soil the Common Elements) and [iii] normal cleaning (but only in areas designated by the Board), are not permitted on the Common Elements.
- C. All Unit Owners shall observe and abide by all parking and traffic regulations posted by the Council or by governmental authorities as if such regulations were explicitly set forth herein.
- D. Parking in a manner which blocks sidewalks or driveways is not permitted. If any vehicle owned or operated by a Unit Owner, any member of such Unit Owner's family, tenants, guests, invitees or licenses shall be used or parked in violation of these regulations or abandoned on the Condominium Project, such vehicle may be towed or removed by the Council at the sole risk and expense of the Unit Owner. The Council shall have no responsibility for damage to any vehicle so removed. The Council shall be indemnified and held harmless by such Unit Owner for any and all loss, claim, damage or expense,

including but not limited to reasonable attorneys' fees, that may ensue.

V. ENTRY INTO UNITS

- A. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit in the Buildings at any time reasonably convenient to the Unit Owner (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their proper respective responsibilities, including, without limitation, inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- B. Employees and agents of the Council are not authorized to accept packages or property of any description from or for the benefit of a Unit Owner. If packages or property of any description are left with the employees or agents of the Council, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Council, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council does not assume any responsibility for loss or damage in such cases. Deliveries requiring the Council or the Managing Agent to provide entrance to a Unit will not be accepted.

VI. RECREATIONAL AND COMMON FACILITIES

- A. All persons using any of the recreational or common facilities which are part of the Common Elements do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence, accident or injury in connection with such use. Each Unit Owner waives any right to make any claim against the Council, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each Unit Owner shall hold the Council harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner arising out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross

negligence of the Council or its agents, servants or employees in the operation, care or maintenance of such facilities.

VII. MOVING

- A. Move-ins and move-outs are restricted to the hours between 8:00 a.m. and 9:00 p.m. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that Unit Owner's move-in or move-out.

VIII. MISCELLANEOUS

- A. Charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check or money order, payable to the order of the Council, or otherwise as the Board of Directors may direct. Cash will not be accepted.
- B. Complaints regarding the management of the Condominium Project or regarding actions of other Unit Owners shall be made in writing to the managing agent or to the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the managing agent or the Council.
- C. A Unit Owner may apply to the Board of Directors or managing agent for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if, in the judgment of the Board of Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominium Project was formed or present a material adverse risk to the Council, the Condominium Project or the other Unit Owners.

Adopted this 3rd day of ~~August~~ ^{October}, 1997.

BARMORE DEVELOPMENT AND
CONSTRUCTION, INC.

By: C. Paul Barmore
C. Paul Barmore, President

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END OF DOCUMENT

Document No: 1997154208
Lodged By: SAWYER PLACE CONDO
Recorded On: Nov 05, 1997 03:58:56 P.M.
Total Fees: \$126.00
County Clerk: Rebecca Jackson
Deputy Clerk: KATRICE