



Bobbie Holsclaw
Jefferson County Clerk's Office

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BOBBIE HOLSCRAW

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AMENDED AND RESTATED MASTER DEED
FOR GLENVIEW EAST CONDOMINIUMS

9-10-16

This AMENDED AND RESTATED DECLARATION OR MASTER DEED, made and entered into on the dates indicated below by the requisite unit owners, pursuant to the requirements of that certain original Master Deed of record in Deed Book 4728, Page 520, and as amended by instruments of record in Deed Book 4732, Page 401; Deed Book 4739, Page 394; Deed Book 4748, Page 1002; Deed Book 4754, Page 692; Deed Book 4756, Page 107; Deed Book 4912, Page 480 and Deed Book 4912, Page 487, all in the Office of the County Clerk of Jefferson County, Kentucky, made pursuant to the provisions of the Horizontal Property Law and/or the Kentucky Condominium Act of the Commonwealth of Kentucky.

WITNESSETH:

THAT WHEREAS the undersigned are the unit owners in fee simple of certain real estate situated in Jefferson County, Kentucky, more particularly described in Exhibit A which is a description of the land constituting the Condominium Project and which is attached hereto, and made a part hereof by reference as fully as if set out in full herein and further more particularly described as "Glenview East Condominiums" on a plat entitled "Glenview East Condominiums", which is recorded in Apartment Ownership Book No. 4, Pages 18 through 58, and as amended and recorded in Apartment Ownership Book No. 5, Pages 8 through 11, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky; which plans are incorporated herein by reference.

WHEREAS the owners desire to and do hereby submit and subject such real estate, together with the buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon and all rights and privileges belonging or in any way pertaining thereto, to the following Amended and Restated Declaration or Master Deed and the provisions of the Horizontal Property Law, KRS 381.805 to 381.910, and the Kentucky Condominium Act, KRS 381.9101 to 381.9207, as amended; which Amended and Restated Master Deed shall supersede and replace the above-referenced original Master Deed and its amendments in their entirety; and

WHEREAS the original Developer, Harold V. Bomar, Jr. (sometimes hereinafter referred to as "Bomar" or "Developer"), established certain rights and easements in, over, and upon said real estate for the benefit of himself and of future owners of any part of said real estate and any unit or units thereof or therein contained and to provide for the harmonious, beneficial and proper use and conduct of the property; and

WHEREAS, Bomar, as the original Developer (who has since the completion of the Development turned over and assigned all developer's rights retained herein to the association of unit owners known as Glenview East Council of Co-Owners), desired and intended that the unit owners, mortgagees, occupants, and other persons thereafter acquiring any interest in the property shall at all times enjoy the benefits and shall hold all their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, as now amended, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property.

NOW THEREFORE,

FIRST: The Developer hereby establishes a horizontal property regime in accordance with Section 381.815 of the Act, upon the land, shown on Exhibit A and more particularly described as Glenview East Condominiums on plat recorded in Apartment Ownership Book No. 4, Pages 18 through 58, in said Clerk's office. It is the purpose of the Developer by this Master Deed to so divide and to impose covenants and restrictions upon the land, all of which shall run with the land, that the land, together with the improvements erected thereon, shall constitute a Condominium Project as defined in KRS 381.810 of the Horizontal Property Law known as "Glenview East Condominiums". The submission of the land to the horizontal property regime as aforesaid is subject to all covenants, conditions and restrictions now recorded or hereafter to be placed on the record.

SECOND: Developer hereby establishes the aforesaid land into a horizontal property regime as follows:

I. IDENTIFICATION OF UNITS AND BOUNDARIES: The Condominium Project consists of a building with 12 floors, 3 wings, a basement, 3-story attached garage, recreational facilities and mechanical room, consisting of One Hundred Sixty-seven (167) condominium units, 8 units on first floor, 15 units on each of floors 2 through 9, and 13 units on each of floors 10 through 12. For the purpose of identification, all condominium units are given numbers and divided into units which are identified by Floor numbers, Wing and Unit, and are shown graphically delineated and so numbered, divided and lettered in Glenview East Condominiums, which is made a part hereof, incorporated herein by reference, and is composed of 41 sheets, recorded in Apartment Ownership Book 4, Pages 18 through 58, in said Clerk's office. Every condominium unit bears an identifying number and no condominium unit bears the same identifying number as does any other condominium unit. The aforesaid identifying number as to the condominium unit is also the identifying number as to the real estate constituting such condominium unit. The boundary dimensions of each type of condominium unit and the Limited Common Element appurtenant thereto are shown graphically in Glenview East Condominiums, as aforesaid. In the 3-story attached garage, for the purpose of identification, all parking spaces are given numbers, with the first number denoting the number of the floor of the garage on which located, and the second number denoting the location of the particular parking space. Every parking space bears a separate number and no two parking spaces have the same number. The parking spaces may be sold separately from the condominium units as Limited Common Elements i.e. limited to use by the condominium unit owner(s) purchasing same; only condominium unit owner(s) are eligible to purchase one or more garage spaces and resale of a parking space shall be limited to the owner(s) of a condominium unit. The storage spaces in the basement are numbered with no two spaces having the same number. The right to use a storage space shall be allocated when condominium units are sold, such right being a limited Common Element for the use and benefit of the particular unit to which attached. The sale and transfer of a condominium unit shall automatically effect a transfer of the storage space allocated to the particular unit. All portions of the Condominium Project not designated as a part of a condominium unit, or garage or the Limited Common Elements are part of the General Common Elements. The Plats contain a survey of the land in which the condominium units are located, and a graphic description of the improvements thereon. Together with this Master Deed, Plats of GLENVIEW EAST CONDOMINIUMS, recorded in Apartment Ownership Book as aforesaid, are in sufficient detail to identify the location, dimension and size of the General Common Elements, Limited Common Elements and of each condominium unit, as evidenced by the

Certificate of the Registered Land Surveyor. The legend and notes contained within the said Exhibits are incorporated herein and made a part hereof by reference. Where the designations "condominium unit" or "unit" are used, such terms are to be considered synonymous with the designation "Apartment" as defined in the Horizontal Property Law, KRS 381.805 to 381.910, and/or the Kentucky Condominium Act, KRS 381.9101 to 381.9207. Said Condominium Project is further described as follows:

A. Condominium Project. The building in which the condominium units are located.

B. Condominium Units Boundaries. Each Condominium unit shall include that part of the Condominium Project which lies within the following boundaries:

(1) Upper and Lower Boundaries. The upper and lower boundaries of the condominium unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(i) Upper Boundary. The horizontal plane which includes the bottom side of the ceiling.

(ii) Lower Boundary. The horizontal plane which includes the top surface of the floor.

(2) Parametrical Boundaries. The parametrical boundaries of the condominium unit shall be the vertical plane which includes the innermost surface of all walls bounding the condominium unit extended to intersections with each other and with the upper and lower boundaries. The owner(s) of the condominium unit shall be deemed to own the walls and partitions which are contained in said owners' respective condominium unit, and also shall be deemed to own the windows, the entrance doors, and balcony doors of his unit.

(3) Exclusions from and Extensions of Ownership. Said condominium unit owner(s) shall be deemed not to own the paint and other exterior finishes on the outermost side of balcony door and on all windows and not to own any pipes, wires, conduits, or other public utility lines, ventilation or other ducts, bearing walls or structural portions of the building running through said respective condominium unit, which are utilized for or serve more than one condominium unit, which items are by these presents hereby made a part of the General Common Elements.

(i) Pipes, Wires, etc. Where there are pipes, wires, conduits, or other public utility lines, ventilation or other ducts which serve only one condominium unit such items shall be deemed to be owned by the owner(s) of said condominium unit and the boundaries of such condominium unit shall be extended to include such structures.

(ii) Where there is attached to the Condominium Project a balcony or patio, such boundaries shall not include the balcony or patio serving such condominium units, which balcony or patio shall be a Limited Common Element.

C. Limited Common Elements. The balconies, patios, garages and storage areas shown and graphically described as such in GLENVIEW EAST CONDOMINIUMS, recorded in Apartment Ownership Book 4, Page 18 through 58, aforesaid, are Limited Common Elements with the balconies, patios and storage areas being appurtenant to each of the condominium units to which they are attached and the garages not being appurtenant to any condominium unit; these Limited Common Elements are reserved for the use of the condominium units to which they are appurtenant, to the exclusion of other condominium units, and there shall pass with a condominium unit, as appurtenant thereto, the exclusive rights to use the Limited Common Elements so appurtenant; any expense of maintenance, repair or

replacement relating to such Limited Common Elements and all structural maintenance, repair or replacement thereof shall be treated as and paid for as a part of the common expense of the Council of Co-owners, except garages. Special provisions shall be made concerning expenses pertaining to garages, unless the same shall be caused by the negligence or deliberate act of the individual condominium unit owner(s) or other person having access to such Limited Common Elements with said owner(s) actual or implied consent or permission in which case expenses of maintenance, repair or replacement relating to such Limited Common Elements referred to in this Paragraph shall be borne by and assessed against the individual condominium unit owner(s).

D. General Common Elements. All portions of the Condominium Project not described above as a part of a condominium unit or part of a Limited Common Element are hereby declared to be General Common Elements, including without limitation central heating and air conditioning. Any expense of maintenance, repair or replacement relating to such General Common Elements and all structural maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expenses of the Council of Co-owners, unless the same shall be caused by the negligence or deliberate act of the individual condominium unit owner(s) or other person having access to such General Common Elements with said owner(s)' actual or implied consent or permission in which case expenses of maintenance, repair or replacement relating to such General Common Elements referred to in this Paragraph shall be borne by and assessed against the individual condominium unit owner(s).

(1) Owner(s) of a condominium unit shall have an undivided interest in the General Common Elements and Limited Common Elements and shall share in the expense of operating and maintaining the same in accordance with the ratio of percentages as set forth in Exhibit B, Schedules of Percentages, attached hereto and incorporated herein by reference, and made a part hereof

(2) The aforesaid ratio of sharing the percentage of Common Expenses and assessments as shown in Exhibit B, shall remain unchanged without regard to the purchase price of the condominium units, their locations or the Condominium Project square footage included in such condominium unit. Any common excess funds of the Council of Co-owners shall be owned by each of the condominium unit owner(s) in the same proportion as their respective ownership percentage interest in the General Common Elements.

II. LEGAL INTEREST: Glenview East condominium shall consist of One Hundred Sixty-seven (167) condominium units, together with General Common Elements and Limited Common Elements as defined herein. Each condominium unit may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if it were the sole and entirely independent real property of the purchasing owner(s), and of all his successors in title.

III. THE ADMINISTRATION: The administration of Glenview East Condominium shall be conducted by Glenview East Council of Co-Owners, a nonprofit corporation created and existing under the laws of Kentucky (hereinafter referred to as Council of Co-Owners) in accordance with the provisions of this Amended and Restated Master Deed, the By-Laws of the Council of Co-Owners, as defined in Section KRS 381.860 of the Horizontal Property Law, hereinafter referred to as By-Laws. Every owner or co-owner of a condominium unit shall automatically become a member of the

Council of Co-Owners of this Condominium Project and shall remain a member of said Council until such time as his ownership ceases, for any reason, at which time his membership in said Council shall automatically cease. Other than as an incident to a lawful transfer of the title to a condominium unit, membership in the Council of Co-Owners shall be non-transferable and any attempt to transfer the same shall be null and void. If additional units are developed on adjoining land, then an agreement can be entered into for management of the new units and the existing units referred to in this Amended and Restated Master Deed by action of the Board of Directors. A copy of the ARTICLES OF INCORPORATION of Glenview East Council of Co-Owners is attached as Exhibit "C". The Amended and Restated By-Laws of Council of Co-Owners shall be the By-Laws of the condominium, a copy of which is attached as Exhibit "D". Notwithstanding the duty of the Council of Co-Owners to maintain and repair parts of the condominium property, the Council of Co-Owners shall not be liable to unit owner(s) for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Council of Co-Owners, or caused by the elements or other owners or persons.

IV. USE AND OWNERSHIP OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The use of the General Common Elements shall be limited to owners of condominium units in residence, to their tenants in residence and their guests, invitees, and licensees. The use of Limited Common Elements shall be restricted to the owner(s) of the condominium unit to which it is appurtenant, to their tenants in residence and to their guests, invitees and licensees, and to the owner of parking space(s), to their tenants in residence and to their guests, invitees and licensees.

B. The General Common Elements and Limited Common Elements shall remain undivided and no owner(s) may bring any action for partition or division of these common elements.

C. The undivided interest in the General Common Elements and Limited Common Element shall not be separate from the condominium unit and shall be deemed to be conveyed or encumbered with the condominium unit even though such interest is not expressly mentioned or described in the document of conveyance or encumbrances, the only exception being garage spaces which may be sold separately but only to a condominium unit owner.

D. The use of the General Common Elements and Limited Common Elements shall be governed by the By-Laws and as they may hereafter be amended, and by house rules and regulations adopted by the Council of Co-Owners.

E. The Council of Co-Owners may suspend or limit the right of any owner(s) or other person to use any part of the General Common Elements or Limited Common Elements upon the failure of such owner(s) or other person to observe all By-Laws, house rules and regulations promulgated by the Council of Co-Owners governing the use of such General Common Elements or Limited Common Elements.

V. GOVERNING DOCUMENTS:

A. All owners and tenants of owners shall comply with all of the provisions of this Amended and Restated Master Deed and with the Amended and Restated By-Laws, decisions and resolution of the Council of Co-Owners, as each may be properly amended from time to time. Failure to comply with such provisions, By-Laws,

decisions and resolutions shall be grounds for an action to recover damages or for injunctive relief as provided hereinafter in Section XIII hereof.

B. All owners and tenants, present or future, or any other person who may be in or use the facilities of the Condominium Project in any manner, are subject to the provisions of this Amended and Restated Master Deed and any By-Laws, rules and regulations established by the Council of Co-Owners and the mere acquisition or rental of any of the condominium apartment units of the Condominium Project or the mere act of occupancy of any of said condominium units or the General Common Elements or Limited Common Elements appurtenant thereto, shall signify that the provisions of the Amended and Restated Master Deed are accepted and ratified.

VI. TELEVISION: The Developer or the Council of Co-Owners may from time to time authorize the installation of one or more additional master television or radio antenna distribution systems, which shall remain part of the General Common Elements.

VII. LIABILITY FOR ASSESSMENTS:

A. No owner of a condominium unit may exempt himself from liability for assessments to his condominium unit for the cost of the maintenance and operation of the General Common Elements and Limited Common Elements by waiver of the use or enjoyment of any of the General Common Elements or Limited Common Elements or by the abandonment of his condominium unit.

B. The assessment imposed by the Council of Co-Owners in accordance with the provisions of its By-Laws, for the maintenance and operation of the General Common Elements shall constitute a lien upon each of the condominium units, superior to all other liens, other than liens for real estate taxes and liens for first trust or first mortgage financing. In addition, each owner shall be personally liable for all such assessments imposed by the Council of Co-Owners which may be due and payable during the time which is stated on the assessment. This lien shall be a lien on the real estate subordinate to the above mentioned real estate taxes and first mortgages, but will be fully assessed against the real estate and will be enforceable in a Court of competent jurisdiction, and if the condominium unit is sold this lien must be satisfied or it will be a burden upon the subsequent Grantees taking title to the condominium unit in Glenview East Condominiums.

C. In the case of any conveyance of any condominium unit, the conveyee of the condominium unit shall be jointly and severally liable with the conveyor for all unpaid assessments by the Council of Co-Owners against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the conveyee's right to recover from the conveyor the amounts paid by the conveyee. However, upon payment of a fee any such conveyor shall be entitled to a statement from the management agent or the Board of Directors of the Council of Co-Owners, as the case may be, setting forth the amount of the unpaid assessments against the conveyor of such condominium unit due the Council of Co-Owners and such conveyee shall not be liable for, nor shall the condominium unit conveyed be subject to, a lien for any assessments made by the Council of Co-Owners against the conveyor of the condominium unit in excess of the amount therein set forth.

VIII. INSURANCE:

A. All insurance policies upon the condominium property shall be purchased by the Council of Co-Owners. The named insured shall be the Council of Co-Owners individually and as agent for unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgages endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payment 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. Condominium unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense. The Council of Co-Owners shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Project Insurance") :

(1) Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of "replacement cost" or maximum allowable) of the Condominium Project (as determined annually by the Board of Directors of the Council of Co- Owners) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement:

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(2) Public liability insurance in such amounts and in such forms as may be considered appropriate by the Board of Directors of the Council of Co-Owners including, but not limited to, water damage legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(4) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors of the Council of Co-Owners.

B. The premiums for the insurance coverage shall be a Common Expense to be paid by monthly assessments levied by the Council of Co-Owners against each of the co-owners. The premiums attributable to coverage on the condominium units and the General Common Elements shall be apportioned among the co-owners in accordance with their respective percentages of interest as set forth in Exhibit B attached hereto.

C. The Council of Co-Owners, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies. The Council of Co-Owners is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon an unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Council of Co-Owners and to execute and deliver releases upon the payment of claims.

D. In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners be brought into contribution with insurance purchased by individual co-owners, or their mortgagees.

E. Each co-owner should obtain additional insurance at his own expense upon his condominium unit provided that no co-owner shall maintain insurance coverage which will tend to decrease the amount which the Council of Co-Owners may realize under any insurance policy which it may have in force.

F. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereon, including any and all mortgagees of the condominium units. The Board of Directors shall designate an Insurance Trustee with the Board of Directors reserving the right to designate different Insurance Trustees.

G. The Board of Directors shall from time to time designate an Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The 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 instrument and for the benefit of the Co-owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

a. Common Elements: Proceeds on account of damage to common elements and undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Units: Proceeds on account of damage to apartments shall be held in the following undivided shares:

1. When the building is to be restored -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Council of Co-Owners.

2. When the building is not to be restored -- an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

c. Mortgagees: In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owner(s), remittance to unit owners and their mortgagees being payable jointly to them. This 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 elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owner(s), remittance to unit owner(s) and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council of Co-Owners made by its president and secretary as to the names of the unit owner(s) and their respective shares of the distribution. The Council of Co-Owners shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a Common Expense of Glenview East Condominiums.

H. Except as hereinafter provided, the Insurance Trustee named in the Condominium Project property endorsement shall receive and hold the amount payable under the said Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium unit. The owner(s) of a damaged or destroyed condominium unit shall be obligated to commence the work of repairing or reconstruction of the condominium unit within Sixty (60) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium unit was originally constructed, subject, however, to the prior written approval of the Council of Co-Owners. The Co-Council shall have a set of the original plans and specifications for use if any reconstruction work becomes necessary. The Insurance Trustee shall make available and pay to the owner(s) the amount of insurance proceeds received by the Insurance Trustee for the reconstructions and repair of the condominium unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the owner(s) with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium unit in a workmanlike manner, free and clear of any mechanic's and material men's liens and any encumbrances, liens, claims or charges. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the unit owner(s); provided, however, that in the event two-thirds (2/3rds) or more of the total number of condominium units in Glenview East Condominiums are substantially damaged or destroyed, a decision to reconstruct or repair the damaged or destroyed condominium units may be made within sixty (60) days from the date of the damage or destruction by the vote of two thirds (2/3rds), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Council of Co-Owners. All damaged or destroyed condominium units must be repaired or restored if:

- (1) less than two-thirds (2/3) of the total number of condominium units are damaged or destroyed: or
- (2) more than two-thirds (2/3) of the total number of condominium units are damaged or destroyed and a decision to reconstruct or rebuild damaged or destroyed condominium units is made as provided for hereinabove. In the event the building is not reconstructed or repaired, the Board of Directors of the Council of Co-Owners shall immediately adjust the interests in the Common Elements and file an amendment in the Office of the Clerk of Jefferson County, Kentucky, setting forth the unit numbers of the remaining units and the adjusted percentage interests in the Common Elements pursuant to KRS 381.890(3).

IX. EASEMENTS:

A. If any portion of a condominium unit, General Common Element, or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the condominium units, General Common Elements or Limited Common Elements, as aforesaid due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereto shall exist. An easement is reserved for any encroachments within the above described areas due to variances in construction or settling of the building causing changes in the as-built structure of this Condominium Project.

B. There are reserved easements through each of the condominium units for the benefit of any adjoining or other condominium unit contained in the Condominium Project as may be required for the installation, existence, repair and maintenance of all structural elements of the building in which the condominium unit is located, for any television and radio antenna distribution system, for electrical lines and conduits, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to all other utility systems in order to adequately serve each of such condominium units. Such easements through a condominium unit shall be according to the plans and specifications for the Condominium Project, or as the Condominium Project shall be constructed, unless a variance for the same is approved in writing by the owner(s)' subject to such easement. The aforesaid easement shall be in addition to all other easements contained herein.

C. Every condominium unit owner shall have a perpetual easement for support and a perpetual easement in, upon, through and over any portion of the Condominium Project, to keep, maintain, use, repair and replace his condominium unit, in its original position, and in every subsequent position to which it changes, by reason of the gradual forces of nature and the elements, whether such subsequent position be, in whole or in part, adjacent, subjacent, or superjacent to said original position and every condominium unit owner shall have a perpetual easement in every portion of the Condominium Project for the installation, maintenance and repair of any pipe, cable, wire, other conduit of liquids or energy, supplying water, sewage, telephone, radio, television, electricity, heat, air conditioning, steam or other similar service to the condominium unit owned by him, subject however, to the provisions that the work of installation or repair shall be performed by the Council of Co-Owners or the agent of said Council or other person to whom the Council has delegated such authority and further subject to the provisions set forth in the By-Laws.

D. In interpreting any or all of the provisions of this Amended and Restated Master Deed or the Schedules or Exhibits attached hereto, subsequent deeds and mortgages to individual condominium units, et cetera, the actual location of the condominium unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding the fact that any minor variations in location do now or shall exist and a valid easement for such variations and for the maintenance thereof does and shall exist.

X. REPAIRS: The Council of Co-Owners, or its agent shall have the right to enter any condominium unit when necessary to carry out any repair, maintenance or construction for which the Council of Co-Owners is responsible or for which any owner is responsible and has not completed after appropriate notice from

the Council of Co-Owners. Except in emergencies, the entry by the Council of Co-Owners shall be made with as little inconvenience to the owner(s) as practicable. Any damage caused during any entry shall be repaired at the expense of the Council of Co-Owners unless the entry is made to perform any obligation for which the owner(s) is responsible, in which event the entry and all work done shall be done at the risk and expense of the owner(s).

A. Negligence: Co-Owners are responsible for any negligent act(s) affecting other Co-Owner(s) property.

XI. REVOCATION, TERMINATION AND AMENDMENT OF HORIZONTAL PROPERTY REGIME:

A. The Condominium Project established by this Amended and Restated Master Deed shall not be revoked, nor any of the land or improvements removed from Glenview East Condominiums, nor any of the provisions of the Master Deed amended unless two-thirds (2/3rds) of all of the Co-Owners, or the sole owner of the land covered hereby, if any there be, shall by deed make such amendment or waive this regime and regroup or merge the records of the filial estates with the principal property, provided, that the filial estates are unencumbered, or if encumbered, that the creditors in whose behalf the encumbrances are recorded accept as security the undivided portions of the property owned by the debtor, or otherwise agree to such revocation, amendment or removal by appropriate documentation.

B. In the event Glenview East Condominiums is terminated for any cause or reason other than revocation as aforesaid, then the entire Glenview East Condominiums shall be deemed to be owned by all of the Co-Owners as tenants in common in the same proportions as their percentages of interest in the General Common Elements expressed in Exhibit B of this Amended and Restated Master Deed. Any liens affecting any of the condominium units shall be transferred in accordance with existing priorities to the percentage of the undivided interest of the owner(s) of the condominium unit upon which the lien was originally imposed. Subsequent to termination the entire Glenview East Condominiums shall be subject to an action for partition in the suit of any Co-Owner(s), in which event the net proceeds of sale shall be considered as one fund and shall be divided among all of the Co-Owners in proportion to their percentages of interest as set forth in Exhibit B attached hereto; provided, however, that before any proceeds of sale are distributed to any Co-Owner, all liens imposed upon the condominium unit previously owned by the Co-Owner and all assessments imposed upon the condominium unit by the Council of Co-Owners shall be, satisfied in full, out of the share otherwise payable to said Co-Owner. Notwithstanding any other provisions contained herein concerning termination, the first mortgage liens on damaged or destroyed condominium units shall be satisfied out of the insurance or other proceeds to the extent sufficient for this purpose, prior to a partition suit being instituted and thereafter, the interest in the property owned, or in the distribution of the proceeds derived from a partition suit, of all such condominium unit Co-Owners whose first mortgages have been so satisfied shall be proportionately adjusted.

XII. TAKING BY EMINENT DOMAIN: Payment for the taking of a portion a condominium unit or of the Common Elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to a co-owner, every such condominium unit co-owner shall deposit the award with the Insurance Trustee. In the event of failure to do so, in the discretion of the Council of Co-Owners, a special assessment shall be made against a defaulting co-owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such co-owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for

insurance proceeds except that when the horizontal property regime is not to be terminated, and one or more condominium units are taken in part, the taking shall have the following effects:

A. If the Condominium Unit is Reduced but Habitable. If the condominium unit taking reduces the size of the condominium unit, and the remaining portion of the condominium unit can be made habitable, the award for the taking of a portion of the condominium unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the horizontal property regime:

(1) The condominium unit shall be made habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner(s) of the condominium unit.

(2) The balance of the award, if any, shall be distributed to the owner(s) of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee records list, the remittance being payable jointly to the owner(s) and the mortgagees.

(3) If the taking reduces a three-bedroom condominium unit to a two-bedroom condominium unit, or reduces a two-bedroom condominium unit to a one-bedroom condominium unit, the percentage assessment against the owner(s) of the condominium unit for the Common Expenses and share in the Common Elements shown in exhibit B attached hereto shall be reduced to be the same as the percentage shown for the other owner(s) of similar condominium units and the shares of all condominium unit co-owners and the liability for Common Expenses shall be recomputed, and adjusted.

B. Condominium Unit Made Uninhabitable. If the taking destroys or so reduces the size of the condominium unit that it cannot be made habitable, the award for the taking of the condominium unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the horizontal property regime:

(1) The market value of such condominium unit immediately prior to the taking shall be paid to the owner(s) of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee roster, the remittance being payable jointly to the owner(s) and the mortgagees.

(2) The remaining portion of such condominium unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the condominium unit co-owners in a manner approved the Council of Co-Owners; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a Common Expense among all remaining co-owners.

(3) The shares in the Common Elements and liability for expenses appurtenant to the condominium units which continue as a part of the horizontal property regime shall be equitably adjusted to distribute the ownership of the Common Elements and liability for expenses among the reduced number of co-owners. This shall be done by re-computing the shares of such continuing co-owners in the Common Elements as pro rata percentages of the total of the shares of such co-owners as they existed prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned condominium unit to the owner(s); and to condition the remaining portion of the condominium unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the condominium unit Co-Owners who will continue as Co-Owners of condominium units after the changes in the horizontal property regime affected by the taking. Such assessment shall be made in proportion to the shares of Co-Owners in the Common Elements after the

changes effected by the taking. In the event that the market price cannot be determined by negotiation, it shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association.

- (5) C. The Council of Co-Owners shall thereafter have the right to file among the land records a deed of correction to incorporate all necessary changes.

XIII. CONSTRUCTION AND ENFORCEMENT: The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Enforcement of these covenants and restrictions and of the Amended and Restated By-Laws shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain or enjoin violation or to recover damages, or both, against any condominium unit, to enforce any lien created thereby; and the failure or forbearance by the Council of Co-Owners or the owner(s) of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions can be adequately remedied by action at law or exclusively by recovery of damages.

XIV. SEVERABILITY: Invalidation of any one of these covenants or restrictions or other provisions of this Amended and Restated Master Deed by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect. In the event that any provision, condition, covenant or restriction thereof is, at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable Federal, State, or local laws, the Developer, its successors or assigns, and all persons claiming by, through, or under the Glenview East Condominiums, covenants and agrees that any future amendments or supplements to the said laws having the effect of removing such invalidity, void ability or unenforceability, shall be deemed to apply retrospectively to this instrument and the provisions contained therein which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

XV. CAPTIONS: The captions contained in this Amended and Restated Master Deed are for convenience only and are not a part of this Amended and Restated Master Deed and are not intended in any way to limit or enlarge the terms and provisions of this Amended and Restated Master Deed.

XVI. GENDERS, ETC.: Whenever, in this Amended and Restated Master Deed, the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

SECRETARY CERTIFICATION

The undersigned, Goldia Morrison states that she is the duly elected Secretary of the Council of Co-Owners of Glenview East Condominiums and she certifies that owners of at least Sixty Six and Two-Thirds percent (66 2/3 %) of the Units in said Glenview East Condominiums, at a duly called meeting of all Unit owners held on November 30, 2016, approved the foregoing Amended and Restated Master Deed of Glenview East Condominiums.

The undersigned Secretary further certifies that the written instruments bearing the signatures of each of the Unit owners who voted for the Amended and Restated Master Deed of Glenview East Condominiums are on file in the office of the Glenview East Condominiums.

Dated: February 3, 2017

Goldia B. Morrison
SECRETARY Council of Co-Owners of
Glenview East Condominiums

COMMONWEALTH OF KENTUCKY

SS:

COUNTY OF JEFFERSON

Subscribed and sworn to and acknowledged before me this 3 day of February, 2017 by Goldia Morrison, as Secretary of Glenview East Condominiums.

Mary Sue Carter
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission expires: May 26, 2019

This instrument prepared by:

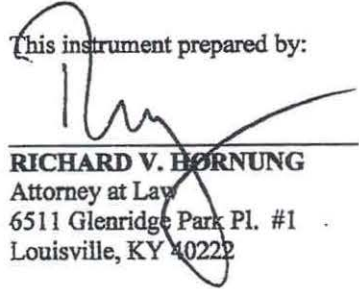

RICHARD V. HORNUNG
Attorney at Law
6511 Glenridge Park Pl. #1
Louisville, KY 40222

EXHIBIT A

9/10/16

Situated in The State of Kentucky, County of Jefferson:

Beginning at an iron pipe in the Southeasterly line of the tract conveyed to John Louis Huber and wife, by Deed dated December 4, 1953, of record in Deed Book 3097, Page 564, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, at its intersection with the Southeasterly line of the tract conveyed to Commonwealth of Kentucky, by Deed dated May 20, 1935, of record in Deed book 1575, Page 95, in the aforesaid Office: thence with the Southeasterly line of said last mentioned tract, and with a curve to the left, North 14 degrees 44 minutes 40 seconds East, 110.35 feet as measured along the chord of said curve; thence South 75 degrees 35 minutes 57 seconds East 15 feet; thence North 14 degrees 24 minutes 03 seconds East 25 feet; thence North 75 degrees 35 minutes 57 seconds West 15 feet; thence continuing with the Southeasterly line of said last mentioned tract, and with a curve to the left the following courses and distances as measured along the chords of said curve; North 13 degrees 56 minutes 43 seconds East 110.76 feet, North 13 degrees 12 minutes 05 seconds East 110.76 feet, North 12 degrees 27 minutes, 28 seconds East 110.76 feet, and North 11 degrees 42 minutes 50 seconds East 110.76 feet; thence continuing with said Southeasterly line, North 11 degrees 20 minutes 31 seconds East, 425 feet; thence South 42 degrees 03 minutes 03 seconds East 218 feet; thence South 50 degrees 55 minutes 08 seconds East, 454.49 feet to the Southeasterly line of the tract conveyed to John Louis Huber and wife, by Deed of record in Deed Book 3097, Page 564, aforesaid; thence with same, South 53 degrees 23 minutes 40 seconds West, 890.76 feet to the beginning.

PROVIDED, HOWEVER, there is reserved unto Wm. Dohrman; Incorporated, its successors and assigns, easement for sewer 20 feet wide, the Westerly line of said easement being coincident with the Westerly line of the tract hereinabove described and conveyed, the easement as reserved to include the right of ingress and egress, and the right to construct, operate, maintain, repair and replace sewer line or lines, it being understood that the surface is to be restored to its condition as it existed prior to any work so far as such is possible, such to be at the expense of the party using the easement.

BEING the same property acquired by HAROLD BOMAR, JR., by Deed dated June 27, 1968, of record in Deed Book 4203, Page 240, in the Office of the Clerk aforesaid.

FLOOR 1

Condominium Unit	Area-Square Feet	Percentage Share
111	1500.04	.572%
112	1500.12	.572%
113	1910.14	.728%
114	1500.04	.572%
131	1500.04	.572%
132	1910.14	.728%
133	1500.12	.572%
134	1500.04	.572%

FLOOR 2

Condominium Unit	Area-Square Feet	Percentage Share
211	1500.04	.572%
212	1500.12	.572%
213	1910.14	.728%
214	1500.04	.572%
221	1162.88	.443%
222	1493.14	.569%
223	1623.86	.619%
224	1623.86	.619%
225	1493.14	.569%
226	1275.27	.486%
231	1500.04	.572%
232	1910.14	.728%
233	1500.12	.527%
234	1500.04	.527%
241	1196.02	.456%

FLOOR 3

Condominium Unit	Area-Square Feet	Percentage Share
311	1500.04	.572%
312	1500.12	.572%
313	1910.14	.728%
314	1500.04	.572%
321	1162.88	.443%
322	1493.14	.569%
323	1623.86	.619%
324	1623.86	.619%
325	1493.14	.569%
326	1275.27	.486%
331	1500.04	.572%
332	1910.14	.728%
333	1500.12	.527%
334	1500.04	.527%
341	1196.02	.456%

FLOOR 4

Condominium Unit	Area-Square Feet	Percentage Share
411	1500.04	.572%
412	1500.12	.572%
413	1910.14	.728%
414	1500.04	.572%
421	1162.88	.443%
422	1493.14	.569%
423	1623.86	.619%
424	1623.86	.619%
425	1493.14	.569%
426	1275.27	.486%

Condominium Unit	Area - Square Feet	Percentage Share
431	1500.04	.572%
432	1910.14	.728%
433	1500.12	.527%
434	1500.04	.527%
441	1196.02	.456%

FLOOR 5

Condominium Unit	Area - Square Feet	Percentage Share
511	1500.04	.572%
512	1500.12	.572%
513	1910.14	.728%
514	1500.04	.572%
521	1162.88	.443%
522	1493.14	.569%
523	1623.86	.619%
524	1623.86	.619%
525	1493.14	.569%
526	1275.27	.486%
531	1500.04	.572%
532	1910.14	.728%
533	1500.12	.527%
534	1500.04	.527%
541	1196.02	.456%

FLOOR 6

Condominium Unit	Area - Square Feet	Percentage Share
611	1500.04	.572%
612	1500.12	.572%
613	1910.14	.728%
614	1500.04	.572%
621	1162.88	.443%
622	1493.14	.569%
623	1623.86	.619%
624	1623.86	.619%
625	1493.14	.569%
626	1275.27	.486%
631	1500.04	.572%
632	1910.14	.728%
633	1500.12	.527%
634	1500.04	.527%
641	1196.02	.456%

FLOOR 7

Condominium Unit	Area - Square Feet	Percentage Share
711	1500.04	.572%
712	1500.12	.572%
713	1910.14	.728%
714	1500.04	.572%
721	1162.88	.443%
722	1493.14	.569%
723	1623.86	.619%
724	1623.86	.619%
725	1493.14	.569%
726	1275.27	.486%
731	1500.04	.572%
732	1910.14	.728%
733	1500.12	.527%
734	1500.04	.527%
741	1196.02	.456%

FLOOR 8

Condominium Unit	Area - Square Feet	Percentage Share
811	1500.04	.572%
812	1500.12	.572%
813	1910.14	.728%
814	1500.04	.572%
821	1162.88	.443%
822	1493.14	.569%
823	1623.86	.619%
824	1623.86	.619%
825	1493.14	.569%
826	1275.27	.486%
831	1500.04	.572%
832	1910.14	.728%
833	1500.12	.527%
834	1500.04	.527%
841	1196.02	.456%

FLOOR 9

Condominium Unit	Area - Square Feet	Percentage Share
911	1500.04	.572%
912	1500.12	.572%
913	1910.14	.728%
914	1500.04	.572%
921	1162.88	.443%
922	1493.14	.569%
923	1623.86	.619%
924	1623.86	.619%
925	1493.14	.569%
926	1275.27	.486%
931	1500.04	.572%
932	1910.14	.728%
933	1500.12	.527%
934	1500.04	.527%
941	1196.02	.456%

FLOOR 10

Condominium Unit	Area - Square Feet	Percentage Share
1011	1500.04	.572%
1012	1500.12	.572%
1013	1910.14	.728%
1014	1500.04	.572%
1021	1849.70	.705%
1022	2405.30	.916%
1023	2405.30	.916%
1024	1962.09	.748%
1031	1500.04	.572%
1032	1919.14	.728%
1033	1500.12	.572%
1034	1500.04	.572%
1041	1196.02	.456%

FLOOR 11

Condominium Unit	Area - Square Feet	Percentage Share
1111	1500.04	.572%
1112	1500.12	.572%
1113	1910.14	.728%
1114	1500.04	.572%
1121	1849.70	.705%
1122	2405.30	.916%
1123	2405.30	.916%
1124	1962.09	.748%
1131	1500.04	.572%
1132	1919.14	.728%
1133	1500.12	.572%
1134	1500.04	.572%
1141	1196.02	.456%

FLOOR 12

Condominium Unit	Area - Square Feet	Percentage Share
1211	1500.04	.572%
1212	1500.12	.572%
1213	1910.14	.728%
1214	1500.04	.572%
1221	1849.70	.705%
1222	2405.30	.916%
1223	2405.30	.916%
1224	1962.09	.748%
1231	1500.04	.572%
1232	1919.14	.728%
1233	1500.12	.572%
1234	1500.04	.572%
1241	1196.02	.456%

ARTICLES OF INCORPORATION

EXHIBIT C

OF

COUNCIL OF CO-OWNERS OF GLENVIEW EAST CONDOMINIUMS, INC.

The undersigned by these Articles associate themselves for the purpose of forming a non-profit corporation under Chapter 273 of Kentucky Revised Statutes Section 273.161 to 273.390 and certify as follows:

ARTICLE I

Name

The name of the corporation shall be "COUNCIL OF CO-OWNERS OF GLENVIEW EAST CONDOMINIUMS, INC." For convenience the corporation shall be referred to in this instrument as the COUNCIL.

ARTICLE IIPurpose

The purpose for which the Council is organized is to provide entity pursuant to Section 381.860 Kentucky Revised Statutes – Horizontal Property Law for the operation, of GLENVIEW EAST CONDOMINIUMS, located upon the following described tract near the City of Louisville, in Jefferson County Kentucky, to-wit:

BEGINNING at an iron pipe in the Southeasterly line of the tract conveyed to John Louis Huber and wife, by Deed dated December 4, 1953, of record in Deed Book 3097, Page 564, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, at its intersection with the Southeasterly line of the tract conveyed to Commonwealth of Kentucky, by Deed dated May 20, 1935, of record in Deed book 1575, Page 95, in the aforesaid Office: thence with the Southeasterly line of said last mentioned tract, and with a curve to the left, North 14 degrees 44 minutes 40 seconds East, 110.35 feet as measured along the chord of said curve; thence South 75 degrees 35 minutes 57 seconds East 15 feet; thence North 14 degrees 24 minutes 03 seconds East 25 feet; thence North 75 degrees 35 minutes 57 seconds West 15 feet; thence continuing with the Southeasterly line of said last mentioned tract, and with a curve to the left the following courses and distances as measured along the chords of said curve; North 13 degrees 56 minutes 43 seconds East 110.76 feet, North 13 degrees 12 minutes 05 seconds East 110.76 feet, North 12 degrees 27 minutes, 28 seconds East 110.76 feet, and North 11 degrees 42 minutes 50 seconds East 110.76 feet; thence continuing with said Southeasterly line, North 11 degrees 20 minutes 31 seconds East, 425 feet; thence South 42 degrees 03 minutes 03 seconds East 218 feet; thence South 50 degrees 55 minutes 08 seconds East, 454.49 feet to the Southeasterly line of the tract conveyed to John Louis Huber and wife, by Deed of record in Deed Book 3097, Page 564, aforesaid; thence with same, South 53 degrees 23 minutes 40 seconds West, 890.76 feet to the beginning.

ARTICLE IIIPowers

The powers of the Council shall include and be governed by the following provisions:

3.1 The Council shall have all of the common law and statutory powers of a non-profit corporation not in conflict with the terms of these Articles.

3.2 The Council shall have all of the powers and duties set forth in the Horizontal Property Law of Kentucky Revised Statutes as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make an collect assessments against members as Condominium unit owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Council and its members as Condominium unit owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than two-thirds (2/3rds) of the votes of the entire membership of the Council before such shall become effective.
- g. To approve or disapprove the transfer, mortgage and ownership of condominiums as may be provided by the Declaration of Condominium and the By-Laws.
- h. To enforce by legal means the provisions of the Horizontal Property Law, the Declaration of Condominium, these Articles, the By-Laws of the Council and the Regulations for the use of the property in the condominium.
- i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Council except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Council.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- k. To employ personnel to perform the services required for proper operation of the condominium.

3.3 The Council shall not have the power to purchase an apartment of the condominium except at sales in foreclosure, of liens for assessments for common expenses, at which sale the Council shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4 All funds and the titles of all properties acquired by the Council and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.5 The powers of the Council shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Council shall consist of all of the record owners of condominium units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors.

4.2 After receiving approval of the Council required by the Declaration of Condominium, change of membership in the Council shall be established by recording in the public records of Jefferson County, Kentucky, a deed or other instrument establishing a record title to a condominium unit in the condominium and the delivery to the Council of the certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Council and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Council cannot be assigned hypothecated or transferred in any manner except as an appurtenance to his condominium.

4.4 The owner of each condominium unit shall be entitled to at least one vote as a member of the Council. The exact number of votes to be cast by owners of a condominium and the manner of exercising voting rights shall be determined by the By-Laws of the Council.

ARTICLE V

5.1 The affairs of the Council will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than five directors and not more than nine directors and in the absence of such determination shall consist of five directors. Directors need not be member of the Council.

5.2 Directors of the Council shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in a manner provided by the By-Laws.

5.3 The first election of directors shall not be held until after the developer has closed the sales of 90% of the units of the condominium, or until developer elects to terminate its control of the condominium, or until after November 1, 1976, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the member of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows: -----

HAROLD V. BOMAR, JR.

601 Cressbrook Drive, Louisville, Kentucky 40206

HAROLD V. BOMAR, SR.

5100 Brownsboro Road, Louisville, Kentucky 40222

S. RUSH NICHOLSON

Evergreen Road, Anchorage, Kentucky 40223

BERNARD H. BARNETT

5100 Brownsboro Road, Louisville, Kentucky 40222

HENRY B. MANN

215 South Fifth Street, Louisville, Kentucky 40202

ARTICLE VI

Officers

The affairs of the Council shall be administered by the officers designated in the By-Laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Council and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: HAROLD V BOMAR, JR.

Vice President and Assistant Secretary: BERNARD H. BARNETT

Secretary-Treasurer: HENRY B. MANN

ARTICLE VII

Indemnification

Every director and every officer of the Council shall be indemnified by the Council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or which he may become involved by reason of his being or having been a director or officer of the Council whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties: provided that in the event of a settlement of indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Council. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Council shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Council. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 66-2/3% or the entire membership of the board of directors and by not less than 66-2/3% of the votes of the entire membership of the Council.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Horizontal Property Regime or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Jefferson County, Kentucky

ARTICLE X

Term

The term of the Council shall be perpetual.

ARTICLE XI

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

ARTICLE XII

Self Dealing

The Council shall be free to contract with the Develop, its officers and directors and any other corporation in which any of them are interested.

ARTICLE XIII

The directors shall not be personally liable for any indebtedness of the corporation.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this _____ day of _____, 1974.

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

BEFORE ME, the undersigned authority, personally appeared _____
_____ who, after being
duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes
expressed in such Articles, this _____ day of _____, 1974.

My commission expires _____.

Notary Public, Jefferson County, Kentucky