

TACHAU MEEK

July 1, 2015

By Hand Delivery

Hon. David Proffitt, Chair and
Members of the Louisville Metro Board of Zoning Adjustment
c/o Mr. Steve Hendrix
Louisville Metro Planning and Design Services
444 South Fifth Street, Suite 300
Louisville, KY 40202

RE: 15APPEAL1005

Dear Chairman Proffitt and Members of the Board:

On behalf of Rosewood Condominium Council, Inc. ("RCC"), I have attached the Declaration and Master Deed establishing the Rosewood Condominiums, as well as various amendments thereto as approved and recorded.

As the Board will recall, at its public hearing of this matter on June 1, 2015, certain Members questioned properly whether Highland Restoration Group, LLC ("HRG") has the right to construct an additional three-unit condominium building on real property owned entirely by RCC. The attached materials make clear that, for multiple reasons, HRG has no legal right to construct the proposed structure.

Of course, a court of law is best equipped to adjudicate whatever development rights HRG may hold at this time – and it would be inappropriate for either Planning and Design Services Staff or the Board to undertake any legal determination in that regard. However, the attached materials underscore that Staff erred in issuing permits that purport to allow HRG to construct a building on land that it does not own.

Despite HRG's written misrepresentations to the contrary, it does *not* own the real property for which it submitted an application for building permits. For this reason alone, RCC respectfully suggests that Staff's issuance of building permits to HRG was in error – and that the Board should reverse the issuance of the permits.

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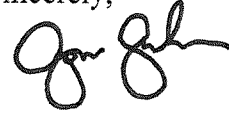
PLANNING &
DESIGN SERVICES

Tachau Meek PLC
3600 National City Tower
101 South 5th Street
Louisville, KY 40202-3120
phone 502.238.9900
fax 502.238.9910
www.tachaulaw.com

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Sincerely,

A handwritten signature in black ink, appearing to read "Jon Salomon". The signature is fluid and cursive, with the first name "Jon" and last name "Salomon" clearly distinguishable.

Jon Salomon
Direct Dial: 502.238.9907

cc: John Carroll, Esq. (*by hand delivery*)
Jonathan Baker, Esq. (*by hand delivery*)

Attachment

Tab A

DECLARATION AND MASTER DEED 00 0'8 8 7 1 PG 0 3 7 5
Establishing

ROSEWOOD CONDOMINIUMS

THIS DECLARATION AND MASTER DEED (the "Master Deed") has been prepared at the direction and caused to be recorded by **HIGHLANDS RESTORATION GROUP, LLC**, (hereinafter referred to as "Declarant") a Kentucky limited liability company having an office at 1505 Rosewood Ave., Louisville, KY 40207; to wit:

RECITALS:

A. Declarant is the owner in fee simple of a certain tract of land located on 1505 Rosewood Ave. in Jefferson County, Kentucky, being more particularly described as follows:

BEGINNING at a point in the Northwesterly line of Rosewood Avenue 10 feet Southwestwardly from the line common to Lots 28 and 29 Block 2, as shown on the revised plan of E A Goddard's Subdivision, plat of which is of record in Plat and Subdivision Book 3, Page 38, in the office of the Clerk of the County Court of Jefferson County, Kentucky, said point also being 370 feet Southwestwardly from Baxter Avenue running thence Southwestwardly with the Northwestwardly line of Rosewood Avenue, 125 feet; thence Northwestwardly in a line parallel with the line common to lots 28 and 29, aforesaid, 127 feet, thence Southwestwardly in a line parallel with the Northwesterly line of Rosewood Avenue, 21 feet, thence Northwestwardly in a line parallel with the line common to Lots 28 and 29 aforesaid, 38 feet to the Southeasterly line of an alley, thence Northeastwardly with the Southeasterly line of said alley, 146 feet, thence Southeastwardly in a line parallel with the line common to said Lots 28 and 29 aforesaid, 165 feet to the beginning.

BEING the same property acquired by Highlands Restoration Group, LLC by Deed dated September 15, 2004, of record in Deed Book 8488, Page 271, in the office of the Clerk of Jefferson County, Kentucky.

B. Declarant desires 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 Kentucky Horizontal Property Law, found at KRS 381.805 to KRS 381.910:

NOW, THEREFORE, Declarant hereby submits said property to the provisions of the Kentucky 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 Kentucky Horizontal Property Law, and pursuant to the following provisions:

ARTICLE I

Definitions

The words listed in this article I when used in this Master Deed shall have the meanings set forth for each in this article I, in addition to other defined terms set forth elsewhere in this Master Deed:

- (A) "Articles of Incorporation" means the Articles of Incorporation of the Council, a Kentucky non-stock, not-for-profit corporation known as "Rosewood Condominium Council, Inc.", which shall govern and control, in part, the affairs and administration of the condominium project.
- (B) "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.
- (C) "Buildings" means all of (i) the one (1) three-story existing apartment building to contain eight (8) units, which units are established by this Master Deed, (ii) the existing garage building that contains certain garage Limited Common Elements as set forth below and which may contain one unit (see section T of this Master Deed), and (iii) one (1) proposed three-story condominium building which may contain up to three (3) units as set forth in section T of this Master Deed. The location of the existing Buildings on the Land, the number by which each Unit in the building shall be designated, and the area of each of the Units are initially as set forth on the plans as may be expanded as contemplated by section T of this Master Deed.
- (D) "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.
- (E) "Common Elements" shall consist of all the property as set forth on the set of floor plans of the buildings, excepting the individual units, including but not be limited to, the land (including the Land under the Units), the foundation; structural columns; exterior walls; floors; roofs of the buildings (other than interior decorated surfaces thereof located within the boundaries of individual units); attics; the portion of the basement of the existing Building that is not a Unit and that is not Limited Common Elements as set forth below; the porch that leads into the main entrance to the existing Building and that is not designated on the plans recorded with this Master Deed as a Limited Common Element; elevator; structural parts of the buildings; windows; outside lighting; outside retaining walls; pipes; ducts; conduits and electrical wiring constituting part of the overall systems designed for the general service of the building; parking areas; sidewalks; grass areas; landscaping; garbage and refuse areas; public utility lines; and foyers; the stairways located therein and the exterior doors leading from the outside of the buildings to the foyers which serve as the points of entry to the buildings. Common elements shall include tangible personal property used for the maintenance and operation of the Condominium Project even though

owned by the Council hereinafter described. All areas designated as general common elements are to be maintained by the Council.

- (F) "Condominium Documents" means, collectively, the Master Deed, Articles of Incorporation, Bylaws, and rules and regulations.
- (G) "Council" means, Rosewood Condominium Council, Inc., a Kentucky non-stock, not-for-profit corporation, the members of which shall be each an owner of record of a Unit or Units in the condominium project.
- (H) "Limited Common Elements" means those portions of the Common Elements which are reserved by this Master Deed or amendments to this Master Deed, by the recorded floor plans, by agreement of all Owners, or in the case of garage spaces by the designation of Developer at the time of conveyance of Units (which garage Limited Common Elements are designated "Garage LCE ---" as set forth on the plans recorded with this Master Deed), or in the case of certain storage spaces by the designation of Developer at the time of conveyance of Units (which storage Limited Common Elements are designated "Storage LCE ---" as set forth on the plans recorded with this Master Deed), and certain porches that are designated Limited Common Elements on the plans recorded with this Master Deed; all of which Limited Common Elements are for the use of a certain Unit or number of Units to the exclusion of other Units, including without limitation: (1) interior unfinished surfaces of each Unit's perimeter walls, ceilings and floors and space between floors; (2) entrances and exits to the Unit; (3) attics (meaning any space between the roof of a building and the ceiling of a Unit), crawl spaces, certain storage basements (if any, and if not included in a Unit as shown on the final "as built" plans referred to in Section 2.2), slabs, balconies, stoops, patios, storage areas and decks, if any, now (or hereafter if approved by the Board) attached to or assigned to a particular Unit and whether or not shown on the "as built" plans; and (4) utility service facilities serving a Unit or several Units, including the air conditioning and heating equipment and systems.

ARTICLE II

(A) Description of Buildings; Units and Commons Area; Amendments to Declaration and Master Deed to Comply with Law.

The Master Deed and Declaration initially establishes eight (8) units in one (1) three-story existing apartment building with right to construct and establish as part of the condominium regime an additional building with up to 3 units and to create a unit in the garage building, as contemplated by section T of this Master Deed. The location of the buildings on the Land, the number by which each Unit in the building shall be designated, and the area of each of the Units are as set forth on the plans.

(B) Identification and Ownership of Units; Responsibilities of Unit Owners.

(a) For purposes of identification, each unit has been assigned a number as indicated on Exhibit A attached hereto and made a part hereof. No unit bears the same identification number as any other unit.

(b) The location, dimensions and limited common area to which each unit has

access are set forth in and on the aforementioned floor plans. The legal description of each unit shall consist of its number as indicated on Exhibit A together with the words Condominium Unit, in Rosewood Condominiums. Each unit shall consist of the space enclosed and bounded by the interior finished surfaces of the perimeter walls, floors of each unit as are shown on the set of floor plans filed of record simultaneously herewith or with any amendment hereto and shall include the exclusive right to use the limited common elements immediately adjacent to said unit.

(c) No unit may, by deed, plat, court decree or otherwise, be subdivided or partitioned or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the floor plans, except in the manner provided for in the Horizontal Property Law and upon the prior written approval of the holder(s) of any mortgage(s) on such unit and approval by the Declarant.

(d) 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, partnership, joint with right of survivorship, tenancy in common, tenancy by the entirety, 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.

(e) The 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 Declaration and 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.

(f) It shall be the responsibility of each unit owner with respect to the unit owned by such unit owner:

(i) 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, papering, plastering, or varnishing which may be necessary to maintain the good appearance and condition of the unit.

(ii) To maintain, repair, and replace at the expense of such unit owner, the main door leading directly from a unit into a foyer, windows and, if any, window screens, and the appliances and fixtures located in the unit, or located in the limited common elements, if any, 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, furnaces, air conditioning equipment, interior lighting fixtures, appliances, sinks, doors, drop ceilings, telephones, or any electric, gas, or water pipes or lines or wires or conduits or ducts serving any such appliances, elevator and fixtures.

(iii) To report promptly to the Council any defect or need for repairs for which the Council is responsible.

(iv) 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, hereinafter defined.

(v) 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 building.

(g) 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 employee, family member, guest, agent, or lessee of such unit owner. If any unit owner fails to undertake any such maintenance, repair, or replacement within 10 days after the Board of Directors of the Council 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 of this Declaration and Master Deed, the Board of Directors of the Council may undertake such maintenance, repair, or replacement, and the cost thereof shall be a lien on the unit owned by such unit owner until paid by the unit owner, and such lien shall be subject to the same remedies as are provided in this Declaration and Master Deed for nonpayment by a unit owner of common charges and assessments.

(h) No alteration or improvement to a common element, including the exterior of any door leading from a unit to a common foyer or to the exterior of the building or to the unit which would alter or affect the common elements or any other unit may be made by any unit owner other than the Declarant without the prior written consent of the Board of Directors of the Council. 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 of the Council. Such approval and execution shall not evidence any consent to any liability on the part of the Board of Directors of the Council, or any individual member of the Board of Directors, to any contractor, subcontractor, material man, 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 Board of Directors of the Council if no manager or management agent is employed. The Board of Directors of the Council shall have the obligation to answer within 30 days. The Board of Directors of the Council may require that the unit owner making such improvement, alteration, or addition obtain such insurance coverage and in such amounts as the Board of Directors of the Council deems proper.

(C) Percentage Interest in Common Elements.

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as set forth in Exhibit A attached hereto and made a part hereof, which is calculated by dividing the floor area of a unit by the sum of the floor areas for all units.

(b) Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all the other unit owners, and,

except as otherwise limited by this Declaration and Master Deed, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of a unit as an residence and for such other incidental uses permitted by this Declaration and Master Deed, which right shall be appurtenant to each unit. Notwithstanding the unit owners' joint title to elements, no unit owner shall use any common element in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) The term "unit" as used herein and throughout this Declaration and Master Deed shall mean a "unit" as defined herein and in KRS 381.810 (1), together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership, except as provided by the Horizontal Property Law.

(D) Common Expenses and Collection of Assessments.

(a) "Common expenses" of the Condominium Project means all charges, costs and expenses incurred by the Council, the Board of Directors of the Council, and/or the managing agent for and in connection with the operation and administration of the Condominium Project. Common expenses include, but are not necessarily limited to, those expenses for maintenance of the building (except to the extent of the units comprising a part of same), including the roofs, attics and foyers and all portions of a unit which constitute a part of the exterior of the building, as well as the repair of utility services, the provision of water service, insurance premiums, garbage removal, painting of the common elements, including the exterior of all surfaces, doors leading to the exterior of the building, care and replacement of exterior lighting fixtures, asphalt and concrete repair and replacement, costs of Condominium Project materials, supplies, equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

(b) The making and collection of assessments against unit owners for common expenses of the Condominium Project, as defined above, shall be pursuant to the bylaws of the Council and subject to the following provisions:

(i) Each unit owner shall be liable for its 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. No unit shall be exempt from contribution toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the unit owned by such unit owner or 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; provided, however, the Board of Directors of the Council 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.

(ii) Assessments and installments on such assessments paid on or before 10 days after the day when due shall not bear interest, but all sums not paid on or before 10 days after the date when due, including any sums due as a result of acceleration of unpaid assessments as may be provided in the bylaws, shall bear interest from the date when due until paid at the rate of interest per annum provided in the bylaws. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(iii) Except as provided in paragraph (v) of this section of this Declaration and Master Deed, 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 paragraph of this section of the Declaration and Master Deed shall be deemed to be incorporated by reference in and reserved by each deed or the instrument conveying any interest in a unit whether or not such deed or instrument by its express terms refers to said lien. 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 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 Council may bring suit for and on behalf of itself and as representative of all unit owners to enforce collection of the assessment and all costs of collection thereof, including reasonable attorney fees, and to foreclose the aforesaid lien in accordance with the laws of the Commonwealth of Kentucky, in like manner as a mortgage on real property. The lien for unpaid assessments shall also secure legal interest and reasonable attorney fees incurred by the Council incident to the collection of such assessment or enforcement of such lien. 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 common expense.

(iv) 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 Declaration and 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 as set forth above, 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.

(v) Where the mortgagee of a first mortgage of record or the purchaser 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 assessment 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. 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) In any foreclosure of a lien for assessments, the unit owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Council shall be entitled to the appointment of a receiver to collect the same. Anything to the contrary contained in this Declaration and Master Deed or in the bylaws of the Council notwithstanding, until the Declarant transfers control and management to the Council, the Declarant shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses, or reserve or contingency accounts or other assessments, and the units owned by the Declarant, prior to the Declarant transferring control to the Council, shall not be subject to any lien therefore; and Declarant shall not have any liabilities of a unit owner. The Declarant shall, however, until the Declarant transfers control to the Council, be responsible for the maintenance costs of the Condominium Project incurred over and above assessments or amounts paid by unit owners for common expenses and other appropriate charges.

(vii) For an unoccupied Unit owned by the Declarant, Declarant is only liable for ninety (90%) of the assessment which it would otherwise have to pay for the Unit, such reduction being based on the provisions of KRS 381.870 allowing an adjustment based on such considerations as the fact that such Units are unoccupied and have a lower or non-existent demand on common utilities such as water and sewer and garbage collection. If the Unit becomes occupied, the Declarant must thereafter begin paying a full assessment for that Unit

(E) Administration of the Condominium Project.

Administration of the project, including the use, maintenance, repair, replacement and restoration of the common elements, including signage on doors leading to a common foyer or on the outside of the building, and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Horizontal Property Law, this Declaration and Master Deed, the bylaws of the Council and all rules and regulations adopted by the Board of Directors of the Council.

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 elsewhere in this Declaration and Master Deed or in the bylaws. Notwithstanding the duty of the Council to manage, operate, maintain, and repair the Condominium Project, subject to and in accordance with the provisions of this Declaration and Master Deed and bylaws, 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.

(F) Use and Occupancy of Units and Common Areas.

The building and the units therein are intended for and restricted exclusively for residential purposes as approved by the Declarant or the Board of Directors of the Council, and the use and occupancy thereof shall be no greater than the present permitted

usage under the existing zoning classifications. In addition, the following restrictions shall apply:

- (a) No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Declarant and/or the Board of Directors of the Council.
- (b) There shall be no obstruction of the common elements and nothing shall be stored in the common elements without the prior consent of the Declarant and/or the Board of Directors except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit in good, clean order and repair.
- (c) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof without the prior written consent of the Declarant and/or the Board of Directors of the Council. No unit owner shall permit anything to be done or kept in his or her unit or in common elements or limited common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any law. No waste shall be committed in the common elements or limited common elements.
- (d) Unit owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the building, and, no awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, the doors leading to a unit from a common foyer or to the outside of the building, windows, or roof of any part thereof, without the prior written consent of the Declarant and/or Board of Directors of the Council.
- (e) No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept in any Unit or in the Common Elements for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, providing they are not kept, bred or maintained for any commercial purposes and further provided that no such pet weights in excess of 30 pounds. Notwithstanding the foregoing, and based solely on prior contractual obligations, the initial purchaser of Unit 4 shall have the right to have one existing pet that exceeds the weight limitation, that pet being an approximately 75 pound Sheppard that is approximately 10 years old; when that existing pet dies the owner of Unit 4 may not replace it with any pet other than a pet that meets the foregoing weight limits of this subsection (e). All household pets, including dogs and cats, shall at all times be confined to the Unit occupied by the owner of such pet; provided, however, that household pets may be walked within the Common Elements, but when not in a unit, any such acceptable pets must be on a leash and at all times under the control of a resident and the owner or handler of such pet must clean up and remove any animal feces from any area in which it is deposited. The Board of Directors may impose a fine of not more than \$50 on any unit owner not abiding by this requirement. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by

cleaned up by the pet's owner, shall be cause for the Board of Directors to require and force removal of the pet from the condominium regime. The decision of the Board of Directors as to whether any pets violate this Rule is final and binding on all owners. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board of Directors, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets.

(f) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants or constitute waste at common law.

(g) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(h) No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Declarant and/or the Board of Directors of the Council.

(j) No trailer, boat, motorcycle, or any recreational vehicle shall be kept or parked on the premises at any time except with the express consent of the Declarant and/or Board of Directors of the Council.

(k) Other rules and regulations may be made by the Declarant and/or the Board of Directors of the Council as to the usage of the units.

(G) Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board of Directors of the Council or the breach of any covenant or provision herein contained or contained in the Horizontal Property Law shall give the Board of Directors of the Council the right, in addition to any other rights provided for in this Declaration and Master Deed:

(a) to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass.

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Should the Council prevail in said legal proceeding, the unit owner in breach shall be liable to the Council for the expenses it incurs to enjoin, abate or remedy said breach including, without limitation, reasonable attorney fees and costs. Furthermore, if any unit owner (either by his or her own conduct or by the conduct

of any other occupant of his unit) shall violate any of the covenants of this Declaration and Master Deed or the bylaws of the Council or regulations adopted by the Council and such violation shall continue for 30 days after notice in writing from the Board of Directors of the Council or shall reoccur more than once thereafter, then the Council shall have the power to issue to the defaulting unit owner a 10 day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his or her unit; and thereupon an action in equity may be filed by the Council against the defaulting unit owner for a decree of 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 on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner.

Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and Master Deed and to the bylaws of the Council.

(H) Damage or Destruction.

The Council, acting by and through its Board of Directors, shall acquire full replacement value insurance protection for the Condominium Project, including but not exclusively, casualty, liability and employee workmen's compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, enforceable under lien rights, provided that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use. In case of fire or other destruction or damage and the Condominium Project's insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost (or added cost) shall be paid by the co-owners as a common expense, and the Council by a majority vote will be authorized to borrow funds therefore and to amortize the repayment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs. In the event of fire or damage, reconstruction and repairs of the building shall be mandatory regardless of the nature and extent of the damage. Reconstruction and repairs shall be made to follow and conform as closely as possible to the original basic architectural design of Rosewood Condominiums, and any mortgage existing prior to damage to the property shall attach and be continuing as a lien on the reconstructed property. All insurance proceeds resulting from said damage or destruction payable to unit owners and first mortgagees (as their interests may appear) shall be deemed assigned to the Board of Directors of the Council (representing the Council), which shall immediately deposit all proceeds in a trust account with a federally insured bank or thrift institution selected by

the Board of Directors of the Council. Said trust account shall be entitled "Rosewood Condominiums, Trust Account for Repairs and Reconstruction". The Board of Directors of the Council, with qualified supervision, shall oversee all repairs and all reconstruction.

(I) Easements and Encroachments.

(a) 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 Declaration and Master Deed or as are contemplated by the plans, or as may be required to be incorporated in the final construction of the building 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 and 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. All easements and rights described in this Declaration and 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 Declaration and Master Deed, and reference to this Declaration and Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, 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) The Council may grant further easements for utility purposes for the benefit of the Condominium Project, including, without limitation, 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 Declarant, its successors and assigns, or, after control of the Condominium Project is transferred to the Council, the Council (acting through its president) an irrevocable power of attorney coupled with an interest 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 of this Declaration and Master Deed shall survive any disability or death of the unit owner and shall be binding on each successive unit owner.

(c) 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, rules, or regulations of any governmental authority having jurisdiction thereof; and (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.

(d) Declarant reserves unto itself, its successors and assigns 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 reserves unto itself, its successors and assigns the right, for the purpose of completing the development of the Condominium Project, including the building 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, material men, 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 of this Declaration and Master Deed promptly after Declarant is notified that such damage has occurred.

(f) 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 the building, or
- (ii) any repair or restoration undertaken by the Board of Directors of the Council, 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 of this Declaration and Master Deed shall exist so long as the building in which the encroachment exists (or any replacement thereof permitted under any condominium document) shall stand.

(g) The Board of Directors of the Council 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.

(J) Bylaws; Initial Authority Vested Exclusively in Declarant or its Assigns.

The bylaws for Rosewood Condominiums shall be adopted and exercised initially, as set forth therein, by the Declarant, its successors or assigns in order for the Declarant, its successors or assigns to be able to develop same into the Condominium Project described and to assure the placing of the Council on a sound basis for the protection of all owners in this Condominium Project. Each unit owner's ownership and use of the unit(s) owned by such unit owner may also be subject to certain rules and regulations promulgated initially by the Declarant, its successors or assigns and ultimately by the Board of Directors of the Council from time to time, which rules and regulations shall be applicable to all unit owners including Declarant, its successors and assigns. A copy of the rules and regulations, including any amendments thereto, shall be furnished initially by the Declarant or its successors or assigns and ultimately by the Board of Directors of the Council, to all unit owners and residents of the Condominium Project upon request. Subsequent to adoption of the bylaws, the administration of this condominium regime shall be governed by the bylaws of the Council, and they may be amended from time to time by amendment procedure set forth therein. The preceding sentence, the above paragraph of this section and anything to the contrary notwithstanding, the administration and control of the condominium regime and the property, including but not limited to the adoption and amendment of the bylaws, adoption of condominium regime rules, assessment of common expenses and all other rights relating to the governing, managing, and administration of this condominium regime and the property and all rights and powers which would otherwise be vested in the Council or Board of Directors of the Council shall be all vested in the Declarant or its successors or assigns until 100% of the units have been sold, transferred and recorded, or 7 years after the date of the filing of this Declaration and Master Deed, whichever first occurs. Until that time, the Declarant or its successors or assigns shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Declarant, its successors or assigns, upon acceptance of a deed to a unit, and all unit owners agree to such administration by the Declarant or its successors or assigns in accepting unit conveyances. Notwithstanding the foregoing or anything in the bylaws to the contrary, Declarant or its successors or assigns, in their sole discretion, may elect to transfer all or less than all rights and powers which would otherwise be vested in the Council or Board of Directors of the Council, but for this section of this Declaration and Master Deed, to said Council or Board of Directors at any time.

(K) Grantees.

Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and Master Deed and the provisions of the Horizontal Property Law, as amended from time to time, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed 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 said land and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration and Master Deed were recited and stipulated at length in each and every deed of conveyance.

(L) Assignment.

Declarant shall have the right to assign any or all of its interest and any right, power,

duty, privilege and benefit reserved unto it by this Declaration and Master Deed and in the Bylaws with respect to the Condominium Project, including, without limitation, the special power of attorney granted to Declarant pursuant to the authority of this Declaration and Master Deed, to a third party or parties and any such third party or parties shall have and hold such interest with the same power and authority as same are/were held by Declarant.

(M) Incorporation.

Declarant has or will cause the formation of a Kentucky non-stock, not-for-profit corporation known as "Rosewood Condominiums Council, Inc.", to act as the Council of Co-owners as defined in KRS § 381.810 and governing body for all unit owners in the administration and operation of the property. Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his or her unit, at which time the new unit owner or owners shall automatically become a member of the corporation.

(N) Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

(O) Notices.

Notices required or permitted to be given to the Council, the Board of Directors of the Council or any unit owner may be delivered, respectively, to any officer of the Council, member of the Board of Directors of the Council or such unit owner at his or her unit or as set forth in the bylaws.

(P) Amendments.

(a) In addition to the authority of Declarant under section T of this Declaration and Master Deed, if, during the construction period or before Declarant, its successors or assigns relinquishes control of this Condominium Project as set forth in section J of this Declaration and Master Deed, it is found that an error exists on the part of the draftsman of this instrument or on the part of the surveyor or engineer, an amendment setting forth the error and correction may be filed by the Declarant, its successors or assigns without the consent of any other party thereto, and shall become a part of this Declaration and Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) To the extent authority for amendment to this Declaration and Master Deed does not exist under other applicable provisions of this Declaration and Master Deed and after Declarant, its successors or assigns relinquishes control of this Condominium Project as set forth in Section J, the provisions of this Declaration and Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by the owners of units who, in the aggregate, own 66.66% or more of the general common elements of the condominium and by the first mortgagees of same, if any, having bona fide liens of record against said units. The bylaws, unless otherwise provided, shall be amended, changed or modified only in accordance with the procedures governing amendments as set forth in the bylaws.

(c) Any amendment, change or modification to this Declaration and Master Deed shall conform to the provisions of the Horizontal Property Law and shall be effective upon recordation thereof. Bylaws and any amendments thereto need not be recorded.

(Q) Severability.

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

(R) 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 Declaration and Master Deed nor the intent of any provision hereof.

(S) Construction.

The provisions of this Declaration and Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of an Residential Condominium Project.

(T) Expandable Regime. This is an expandable condominium regime. In other words, additional buildings may become a part of this Regime at the option of Declarant, its successors and assigns, as follows. Declarant currently contemplates that this condominium regime will consist of up to 12 units in 3 Buildings, as follows: 8 units in the existing Building as such units are established by this Master Deed and the plans recorded with this Master Deed; 1 unit in the area above the garage Limited Common Elements in the existing garage Building (which Declarant may or may not convert into a Unit; and one new Building with up to 3 units in it), but this expression of intent does not obligate Declarant, its successors or assigns, to construct all such units nor does this expression of intent prohibit Declarant from constructing more units, and Declarant expressly reserves the right to construct the one additional Building referenced in this Master Deed. If expanded, the percentage of common interest appurtenant to each unit in this condominium regime shall be redistributed on an as-built basis upon completion of additional units. The redistribution shall be done by an amendment or amendments to this Master Deed. Declarant hereby reserves for itself, its successors and assigns, for a period of ten (10) years from the date of this Master Deed, the right to execute on behalf of all contract purchasers, unit Owners, mortgagees or other lien holders, or other parties claiming a legal or equitable interest in this condominium regime, any amendment, agreement or supplement that may be required to expand this condominium regime, and by taking any interest in this condominium regime or by taking any interest in a unit, each such person or entity shall be deemed to have granted to Declarant a power of attorney for such purposes, coupled with an interest, running with this condominium regime or unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal. Declarant, for itself, and for its successors and assigns, reserves an interest in any real estate, including this condominium regime and each unit, for these purposes. This interest reserved by Declarant and the power of attorney hereby granted by each interest holder includes the right to amend the percentage of common interest appurtenant to each unit and otherwise to amend this Master Deed to supplement the floor plans to accomplish the expansion of this condominium regime, as contemplated by this section.

(U) Consent of Mortgage Holders

Joining in this instrument is (i) PBI Bank, Inc. ("Bank"), holder of one mortgage on the subject property, of record in Mortgage Book 9878, Page 604, in the office of the Clerk of Jefferson County, Kentucky, and (ii) Tunny, LLC, holder of a mortgage on the subject property, dated September 15, 2004, of record in Mortgage Book 8932, Page 146, in the office of the Clerk of Jefferson County, Kentucky, to indicate their consent to the terms of this Declaration, the Declarant agreeing that the lien rights of Central Bank and Tunny, LLC are hereby transferred to the individual units of the Regime hereby established or to be established, together with the development rights vested in Declarant pursuant to this Declaration.

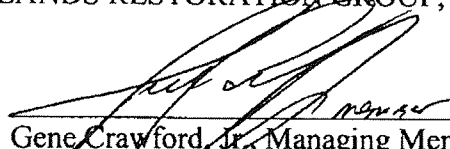
(V) Mortgagee of Declarant.

Any mortgagee of Declarant which acquires title by foreclosure or by deed in lieu thereof shall enjoy all the rights of the Declarant hereunder and under the bylaws of the Council.

[Signatures and Acknowledgements on Separate Counterpart Pages Following]

HIGHLANDS RESTORATION GROUP, LLC

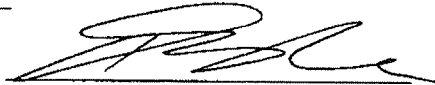
By:


Gene Crawford, Jr., Managing Member

State of Kentucky)
) SS
County of Jefferson)

The foregoing Master Deed was executed and acknowledged before me on July 20, 2006, by GENE CRAWFORD, Managing Member of Highlands Restoration Group, LLC, a Kentucky limited liability company, on behalf of the company.

My commission expires: 11/17/2007


Notary Public

TUNNY, LLC

By: *Paula M. Main*
Paula M. Main, Member

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF Franklin)

The foregoing instrument was acknowledged and sworn to before me on July 19, 2006, by Paula M. Main, authorized member of Tunny, LLC, a Kentucky limited liability company, on behalf of the company.

Anne Marie Riddell
Notary Public
Commission expires: 4/19/09



PBI BANK, INC.

By: Cliff Radin
Cliff Radin, Senior Vice President

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged and sworn to before me on July 14, 2006, by Cliff Radin, Senior Vice President of PBI Bank, Inc., on behalf of the bank.

Cheryl Stafford
Notary Public, State of Large, KY
Commission expires: 5-17-08

THIS INSTRUMENT PREPARED BY:

Gene Crawford
Gene Crawford
11915 Creel Lodge Dr.
Louisville, KY 40223

Rosewood Condominiums

Unit No.	Unit Location and Type	Unit Floor Area	Percentage of Common Interest
1	See Plans	1,978	13.2%
2	See Plans	1,697	11.4%
3	See Plans	1,446	9.7%
4	See Plans	2,018	13.5%
5	See Plans	1,681	11.2%
6	See Plans	1,216	8.1%
7	See Plans	1,991	13.3%
8	See Plans	2,920	19.5%
		<u>14,947</u>	<u>100.0%</u>

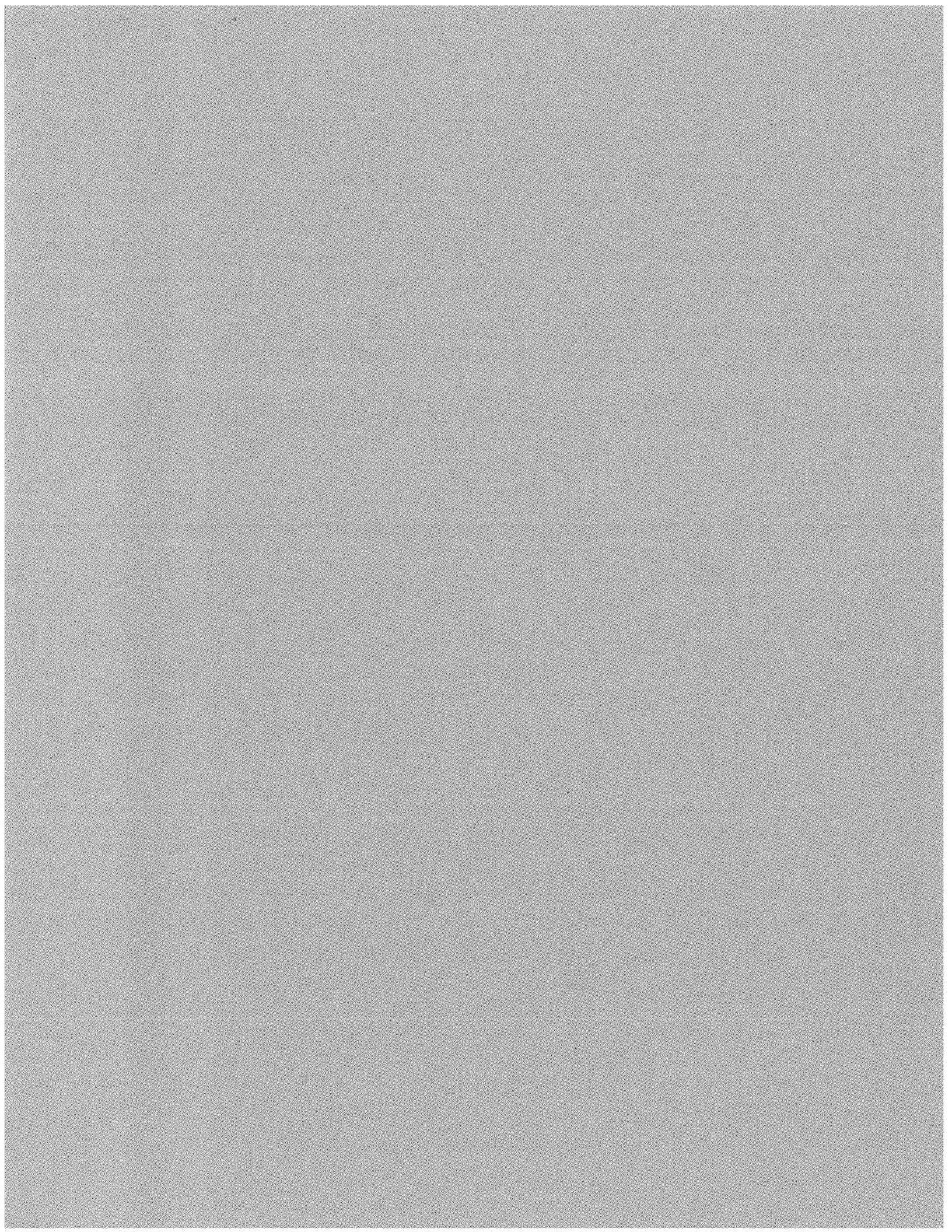
Recorded in Condo Book

No. 115 Page 73-117

Part No. 2271

Document No.: DM2006115995
 Lodged By: salyers
 Recorded On: 8/21/2006 11:47:48
 Total Fees: 46.00
 Transfer Tax: 00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: DONREI

END OF DOCUMENT



3
DOK

AMENDMENT TO
DECLARATION AND MASTER DEED

ROSEWOOD CONDOMINIUMS AT THE HIGHLANDS

This Amendment is made and entered on July 21, 2006, by HIGHLANDS RESTORATION GROUP, LLC, a Kentucky limited liability company, 11915 Creel Lodge Drive, Louisville, Kentucky 40223 ("**Developer**").

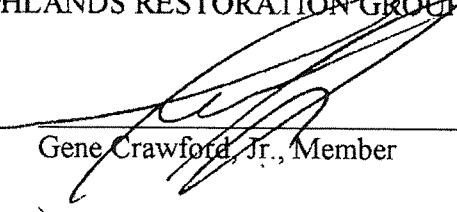
1. Recitals. Developer placed of record a Declaration and Master Deed Establishing Rosewood Condominiums, which is of record in Deed Book 8871, Page 375, in the office of the Clerk of Jefferson County, Kentucky (the "**Master Deed**"). The correct name of the condominium regime is "Rosewood Condominiums at the Highlands" not simply "Rosewood Condominiums". Developer is the owner of all units in the regime and as developer and owner of all units has the right to amend the Master Deed.

2. Amendment. All references in the Master Deed to the regime being known as "Rosewood Condominiums" are hereby changed to Rosewood Condominiums at the Highlands", and the regime shall be known as "Rosewood Condominiums at the Highlands". All references on the plans recorded in Condominium (Apartment Ownership) Book 116, Pages 73 to 77 inclusive, in the office of the Clerk of Jefferson County, Kentucky, to "Rosewood Condominiums" are hereby changed to Rosewood Condominiums at the Highlands". Exhibit A to the Master Deed is replaced and restated by Exhibit A to this Amendment.

3. Ratification. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Master Deed.

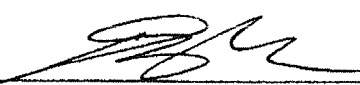
WITNESS the signature of Developer on the above date.

HIGHLANDS RESTORATION GROUP, LLC

By: 
Gene Crawford, Jr., Member

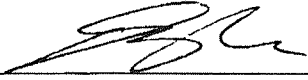
COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 21, 2006, by Gene Crawford, Jr., member of Highlands Restoration Group, LLC, a Kentucky limited liability company, on behalf of the company.


Notary Public
Commission expires: 11/17/2007

08 08872PG 0514

This Instrument Prepared By:
David B. Buechler
Salyers & Buechler, P.S.C.
Suite 204, The 1000 Building
6200 Dutchmans Lane
Louisville, Kentucky 40205

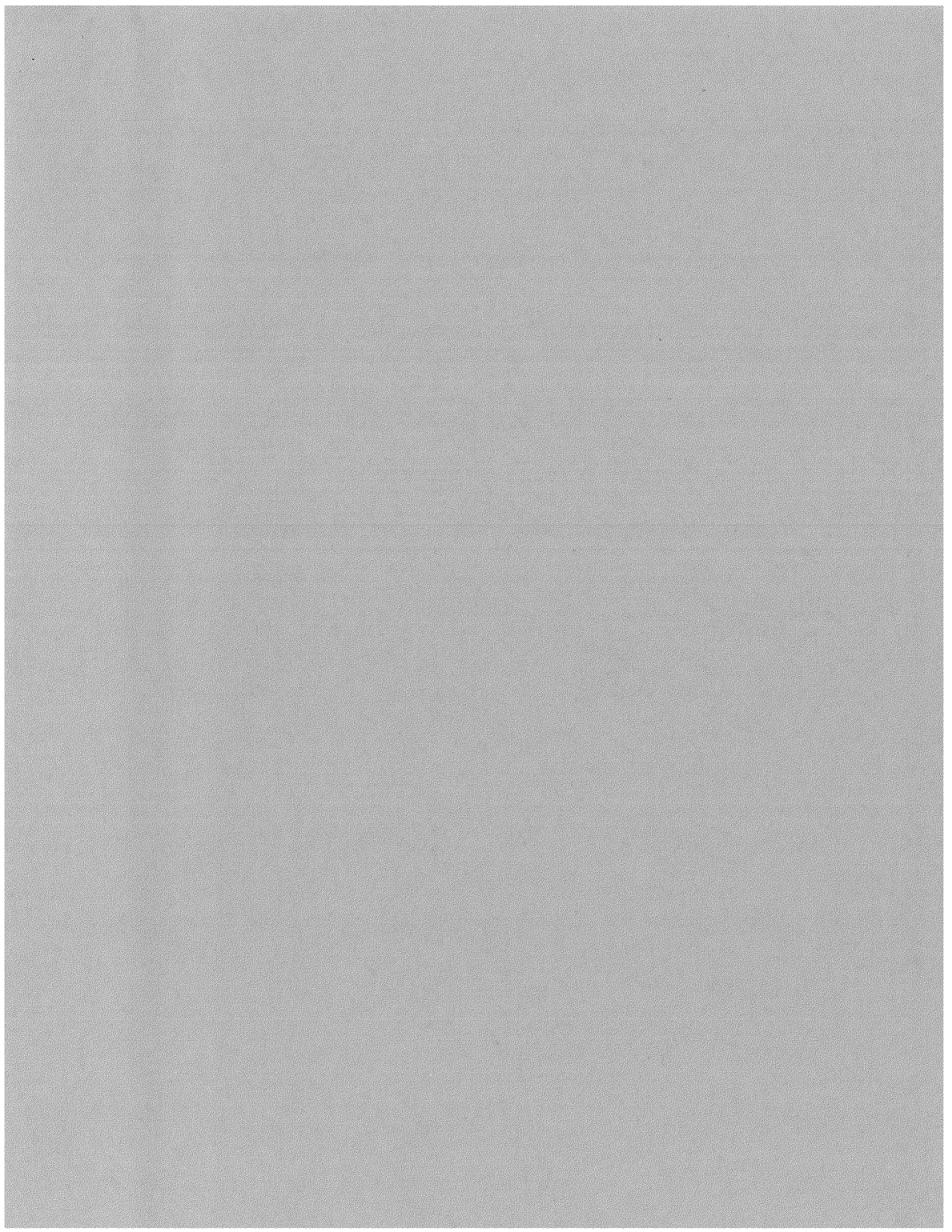


Rosewood Condominiums
at the Highlands

Unit No.	Unit Location and Type	Unit Floor Area	Percentage of Common Interest
1	See Plans	1,978	13.2%
2	See Plans	1,697	11.4%
3	See Plans	1,446	9.7%
4	See Plans	2,018	13.5%
5	See Plans	1,681	11.2%
6	See Plans	1,216	8.1%
7	See Plans	1,991	13.3%
8	See Plans	2,920	19.5%
		<u>14,947</u>	<u>100.0%</u>

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Lodged By: SALYERS
Recorded On: 07/24/2006 12:30:38
Total Fees: 12.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: EVENAY

END OF DOCUMENT



**SECOND AMENDMENT TO
DECLARATION AND MASTER DEED**

ROSEWOOD CONDOMINIUMS AT THE HIGHLANDS

This Second Amendment is made and entered on June 21, 2007, by HIGHLANDS RESTORATION GROUP, LLC, a Kentucky limited liability company, 11915 Creel Lodge Drive, Louisville, Kentucky 40223 ("Developer").

RECITALS

A. Developer placed of record a Declaration and Master Deed Establishing Rosewood Condominiums, which is of record in Deed Book 8871, Page 375, as amended by Amendment of record in Deed Book 8872, Page 513, in the office of the Clerk of Jefferson County, Kentucky (the "Declaration"), which submitted to a horizontal [condominium] property regime (the "Regime") certain real property described in the Declaration.

B. Pursuant to section (T) of the Declaration, Developer reserved for itself and on behalf of any Unit owners and mortgagees in the Regime the right to expand the Regime by creating additional units and by adding additional land to the Regime.

NOW, THEREFORE, pursuant to its powers reserved in the Declaration, Developer hereby amends the Declaration to create certain additional Units as part of the Regime, as follows:

1. Simultaneously with the recording of this Second Amendment, there has been filed in the office of the Clerk of Jefferson County, Kentucky, at Condominium (Apartment Ownership) Book 120, Pages 56 and 57, a set of floor plans showing the layout, location, Unit numbers and dimensions of the Units and Limited Common Elements created by and submitted to the Regime by this Second Amendment; stating the name of the Regime; and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the existing Units as built. Those floor plans, recorded as set forth above, supplement and amend the initial floor plans of the Regime recorded in Condominium (Apartment Ownership) Book 115, Pages 73 to 77 inclusive, in the office of the Clerk of Jefferson County, Kentucky.

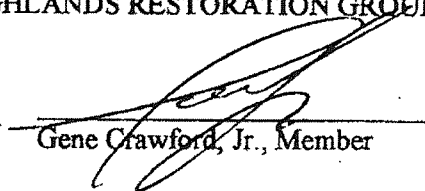
2. The new unit created by and submitted to the Regime by this Second Amendment have appurtenant to each Unit that Unit's percentage of common interest in the Common Elements of the Regime, and Exhibit A to the Declaration is hereby supplemented, amended and restated by Exhibit A to this Second Amendment. The stairway leading from the ground to Unit 9 created by this Second Amendment is declared a Limited Common Element appurtenant to Unit 9 and is to be maintained by the owner of Unit 9.

3. In all other respects, Developer ratifies and affirms all of the terms and provisions of the Declaration.

WITNESS the signature of Developer on the above date.

HIGHLANDS RESTORATION GROUP, LLC

By:


Gene Crawford, Jr., Member

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on June 21, 2007, by Gene Crawford, Jr., member of Highlands Restoration Group, LLC, a Kentucky limited liability company, on behalf of the company.



Notary Public

Commission expires: 12-16-2008

This Instrument Prepared By:
David B. Buechler
Salyers & Buechler, P.S.C.
Suite 204, The 1000 Building
6200 Dutchmans Lane
Louisville, Kentucky 40205

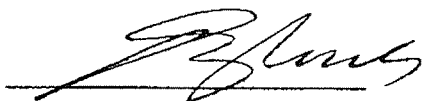


EXHIBIT A

Rosewood Condominiums
at the Highlands

Unit No.	Unit Location and Type	Unit Floor Area	Percentage of Common Interest
1	See Plans	1,978	12.7%
2	See Plans	1,697	10.9%
3	See Plans	1,446	9.3%
4	See Plans	2,018	13.0%
5	See Plans	1,681	10.8%
6	See Plans	1,216	7.8%
7	See Plans	1,991	12.8%
8	See Plans	2,920	18.7%
9	See Plans	636	4.1%
		<u>15,583</u>	<u>100.0%</u>

Recorded in Condo Book
 No. 120 Page 54-57
 Part No. 2453

Document No.: DN2007100412
 Lodged By: SALYERS
 Recorded On: 06/22/2007 10:39:30
 Total Fees: 13.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: CARHAR

END OF DOCUMENT

THE ROSEWOOD CONDOMINIUMS

THIS DECLARATION for the Rosewood Condominiums (the "Association") is made this first, day of November, 2009 by The Rosewood Condominiums Council of Co-Owners, Inc.

WITNESSETH:

WHEREAS, a majority of the unit owners of the Association desire to adopt this declaration for the Association whose Master Deed is dated September 15, 2004 and recorded in Deed Book 8488, Page 271 in the office of the Clerk of Jefferson County, Kentucky.

NOW, THEREFORE, notwithstanding anything contained in the Master Deed to the contrary, the Association hereby adopts the following declaration.

NOTWITHSTANDING any provision of the Master Deed to the contrary, from and after November 1, 2009, the following procedures will be implemented in handling late payments of monthly maintenance fees, which are due on the first of each month:

- 1. A grace period of ten days is provided by the Association to cover possible unforeseen circumstances experienced by the resident(s).**
- 2. One lapse, annually, will be forgiven by the Association, for a resident(s) paying one maintenance fee beyond the ten day grace period, but not exceeding 28 days.**

3. A resident(s) may contact the President of the Association and possibly receive "pre-authorization" for a late payment, explained by unforeseen circumstances.
4. Otherwise, after ten days, a letter will be sent to the resident(s) by the management company, with notice of a \$50.00 late payment fee, which will be applied to the original monthly maintenance fee amount.
5. After 30 days, the management company will send a letter, advising the resident(s) of an acceleration of the payment of their monthly maintenance fee. According to this penalty, the resident(s) must pay forward the next six months, along with the \$50.00 late payment fee, originally assessed after the first ten days.
6. After 60 days, a lien may be initiated by the Association by a majority vote. If this action is taken, the resident(s) will be responsible for any legal fees incurred during the process.

THE ROSEWOOD CONDOMINIUMS COUNCIL OF CO-OWNERS, INC.

A Kentucky Non-Profit, Non-Stock Corporation

By *Gordon Carter*
Gordon Carter, Co-President

By *Scott Gagel*
Scott Gagel, Co-President

**Voting Record for Addendum to Master Deed
Condo Association Meeting, September 23, 2009**

The Rosewood Condominiums Council of Co-Owners, Inc.

Majority Vote "Yes"

**Gordon Carter
Margaret Lawson
Michael Driscoll (designated voter, Margaret Lawson)
Carol LaFever (designated voter, Margaret Lawson)
Scott Gagel
Robby Cannon (designated voter, Brooke Whittemore Cannon)
Anne Gordon
Gene Crawford (designated voter, Carmen Carter)
Michael Kuharich**

THIS INSTRUMENT PREPARED BY:

Signature: *Gordon Carter*

Printed Name: GORDON CARTER

Address: 1505 ROSEWOOD AVE. #1
LOUISVILLE, Ky. 40204

Document No.: DN2009158686
Lodged By: GOLDBERG SIMPSON
Recorded On: 10/23/2009 02:00:23
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: CARHAR

END OF DOCUMENT

FOURTH AMENDMENT TO DECLARATION AND MASTER DEED**FOR****ROSEWOOD CONDOMINIUMS**

This Fourth Amendment to Declaration and Master Deed ("***Fourth Amendment***") is made and entered into effective September 13, 2011 by the **ROSEWOOD CONDOMINIUM COUNCIL, INC.**, a Kentucky non-profit corporation, with a mailing address of 3944 Bardstown Road, Louisville, Kentucky, 40218 (the "***Council***").

WITNESSETH:

WHEREAS, Highland Restoration Group, LLC placed of record a Declaration and Master Deed establishing Rosewood Condominiums, dated July 21, 2006 and filed of record in Deed Book 8871, Page 375, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was amended pursuant to that certain Amendment to Declaration and Master Deed, effective as of July 21, 2006, and filed of record in Deed Book 8872, Page 513, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was also amended pursuant to that certain Second Amendment to Declaration and Master Deed, effective June 21, 2007, and filed of record in Deed Book 9057, Page 377, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was also amended pursuant to that certain Declaration, effective June 1, 2009 (as amended, the "***Master Deed***"), and filed of record in Deed Book 9430, Page 366, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, Pursuant to Article II(P)(b) of the Master Deed, the Council desires to amend the Master Deed in order to remove the weight restriction on pets and to better define the Council's powers and remedies with respect to animals and pets which are deemed to be a nuisance.

WHEREAS, a special meeting of the Council was held on September 13, 2011 and this Fourth Amendment was approved by the affirmative vote of the unit owners representing more than 66.66% of the general common elements of the Rosewood Condominiums.

NOW THEREFORE, the Council desires to amend the Master Deed as follows:

1. Article II F (e) of the Master Deed is hereby replaced in its entirety by the following:


(e) No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept in any Unit or in the Common Elements for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, providing they are not kept, bred or maintained for any commercial purposes. All household pets, including dogs and cats, shall at all times be confined to the Unit occupied by the owner of such pet; provided; however, that household pets may be walked within the Common Elements, but when not in a unit, any such acceptable pets must be on a leash and at all times under the control of a resident and the owner or handler of such pet must clean up and remove any animal feces from any area in which it is deposited. No pet may be kept or maintained in a Unit if it is or becomes a nuisance. Actions that constitute a nuisance include, but are not limited to, repeated barking, an attack on a person, or more than one unprovoked attack on other animals. Abnormal or unreasonable crying, barking, scratching, or failure to have the pet licensed and inoculated, or fleas or other vermin infesting the pet (if not eradicated promptly after the discovery of such infestation), or repeated defecation that is not immediately cleaned up by the pet's owner, shall be cause for the Board of Directors to impose a fine of not more than \$50 for each and every occurrence of a nuisance as determined by the Board at it's sole discretion on any unit owner not abiding by this requirement. The Board of Directors, if a remedy is not completed within 30 days, may require and force removal of the pet from the condominium regime. The decision shall be at the Board of Directors complete and sole discretion as to whether any pets violate this Rule and is final and binding on all owners. Pet owners are fully responsible for personal injuries and property damage caused by their pets and shall (and do hereby) indemnify and hold harmless the Board of Directors, the Council and all other Unit Owners from and against losses, costs, claims and expenses, including without limitation attorney fees and court costs, caused by such pets.

The Board of Directors shall be notified in writing of any complaint of a nuisance. The Board shall respond within 30 days of notification.

Effective this 13th day of September, 2011.

ROSEWOOD CONDOMINIUM COUNCIL, INC.

BY:

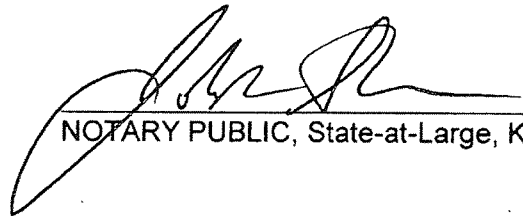

Michael P. Kuharich, President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON


I hereby certify that the foregoing instrument was acknowledged before me this 10th day of September 2012, by Michael P. Kuharich, President of the Rosewood Condominium Council, Inc., a Kentucky non-profit corporation, as the true act and deed of said corporation.

My commission expires: 11-06-2013

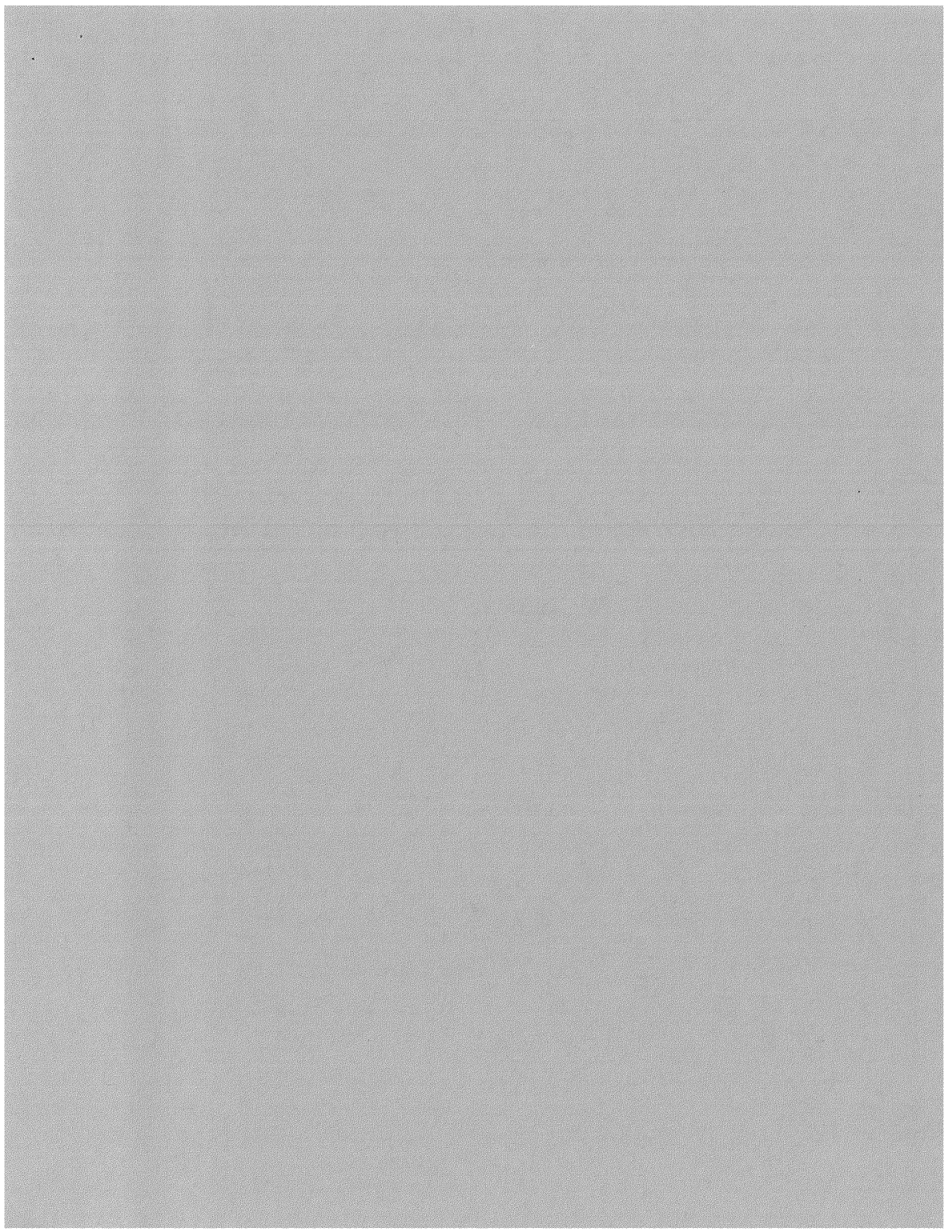

NOTARY PUBLIC, State-at-Large, KY

THIS INSTRUMENT PREPARED BY:

BOROWITZ & GOLDSMITH, PLC

BY: 
JOHN R. SHERYAK
401 W. Main Street
1100 One Riverfront Plaza
Louisville, KY 40202
Phone: (502) 584-7371

Document No.: DN2012135496
Lodged By: BOROWITZ & GOLDSMITH
Recorded On: 09/14/2012 03:52:47
Total Fees: 13.00
Transfer Tax: .00
County Clerk: ROBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: ANASHO



FIFTH AMENDMENT TO DECLARATION AND MASTER DEED

FOR

ROSEWOOD CONDOMINIUMS

This Fifth Amendment to Declaration and Master Deed ("**Fifth Amendment**") is made and entered into effective July 22, 2012 by the **ROSEWOOD CONDOMINIUM COUNCIL, INC.**, a Kentucky non-profit corporation, with a mailing address of 3944 Bardstown Road, Louisville, Kentucky, 40218 (the "**Council**").

WITNESSETH:

WHEREAS, Highland Restoration Group, LLC placed of record a Declaration and Master Deed establishing Rosewood Condominiums, dated July 21, 2006 and filed of record in Deed Book 8871, Page 375, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was amended pursuant to that certain Amendment to Declaration and Master Deed, effective as of July 21, 2006, and filed of record in Deed Book 8872, Page 513, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was also amended pursuant to that certain Second Amendment to Declaration and Master Deed, effective June 21, 2007, and filed of record in Deed Book 9057, Page 377, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was also amended pursuant to that certain Declaration, effective June 1, 2009, and filed of record in Deed Book 9430, Page 366, in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, said Declaration and Master Deed was also amended pursuant to that certain Fourth Amendment to Declaration and Master Deed, effective September 13, 2011 (as amended, the "**Master Deed**"), and filed of record in Deed Book 9946, Page 636 in the Office of the Clerk of Jefferson County Clerk, Kentucky;

WHEREAS, Pursuant to Article II(P)(b) of the Master Deed, the Council desires to amend the Master Deed in order to allow the rental of units under certain limited and specific circumstances.

35495
9-14-12

WHEREAS, a special meeting of the Council was held on July 22, 2012 and this Fifth Amendment was approved by the affirmative vote of the unit owners representing more than 66.66% of the general common elements of the Rosewood Condominiums.

NOW THEREFORE, the Council desires to amend the Master Deed as follows:

1. Article II F (I) of the Master Deed is hereby added as follows:

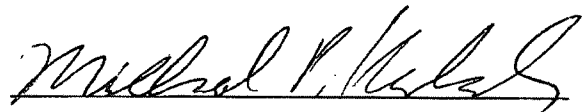
(I) No Unit may be leased or rented unless upon a written agreement therefor and for an initial term of no less than twenty-four (24) months; and provided further that (1) lessee or tenant thereunder is a direct family member of the Unit owner of record, with direct family members consisting only of the following: children, parents, siblings, or current/former spouses; (2) a copy of said agreement is delivered to the Association prior to the occupancy thereunder; (3) said agreement contains a clause whereby the lessee or tenant agrees to be bound by the Master Deed and any rules and regulations established from time-to-time by the Association, copies of which the Association shall provide to the lessee or tenant upon request; (4) it shall be deemed hereby during the period of such occupancy that the Unit owner of record has irrevocably appointed and constituted the Association as the Unit owner's attorney-in-fact to seek, at the Unit owner's expense, the eviction, equitable relief and/or damages of and/or from such lessee or tenant upon any breach of the clause in said agreement required by provision (3) of this paragraph, or in the event of the creation, continuance or sufferance of a nuisance in or about the premises by such lessee or tenant, provided that the Association first gives the Unit owner notice of said violation and a reasonable period, not to exceed 45 days, to effect a cure; (5) the lease or rental agreement is for the entire Unit; (6) no subletting is permitted; and (7) in no event shall it be deemed that a landlord/tenant relationship exists between the Association and the lessee/tenant of the Unit.

If such a lessee or tenant of a Unit violates or disregards the provisions of the Master Deed, and/or any rules and regulations established from time-to-time by the Association, the Association shall so notify the Unit owner and, in addition to all other remedies of the Association, such Unit owner shall thereupon be precluded from extending or renewing the tenancy or occupancy of such lessee or tenant beyond the term in effect at the time of such notice.

Effective this 22nd day of July, 2012.

**ROSEWOOD CONDOMINIUM
COUNCIL, INC.**

BY:

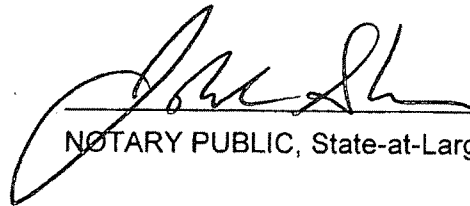


Michael P. Kuharich, President

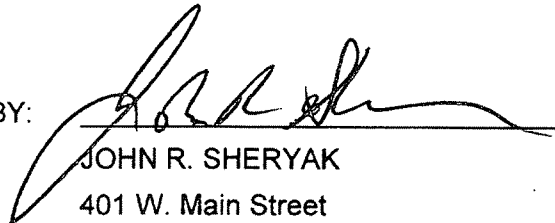
COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I hereby certify that the foregoing instrument was acknowledged before me this 10th day of September 2012, by Michael P. Kuharich, President of the Rosewood Condominium Council, Inc., a Kentucky non-profit corporation, as the true act and deed of said corporation.

My commission expires: 11-06-2013


NOTARY PUBLIC, State-at-Large, KY

THIS INSTRUMENT PREPARED BY:
BOROWITZ & GOLDSMITH, PLC

BY: 
JOHN R. SHERYAK
401 W. Main Street
1100 One Riverfront Plaza
Louisville, KY 40202
Phone: (502) 584-7371

Document No.: DN2012135497
Lodged By: BOROWITZ & GOLDSMITH
Recorded On: 09/14/2012 03:53:35
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: AMASHO

END OF DOCUMENT

SIXTH AMENDMENT TO DECLARATION AND MASTER DEED

This Sixth Amendment to Declaration and Master Deed (the "Sixth Amendment") is made and entered into effective May 27, 2015 by the **ROSEWOOD CONDOMINIUM COUNCIL, INC.**, a Kentucky non-profit corporation, with a mailing address of 3944 Bardstown Road, Louisville, Kentucky 40218 (the "Council").

RECITALS

WHEREAS, Highlands Restoration Group, LLC placed of record a Declaration and Master Deed establishing the Rosewood Condominiums, dated July 2006 and filed of Record in Deed Book 8871, Page 375, in the Office of the Clerk of Jefferson County, Kentucky (the "Original Master Deed");

WHEREAS, the Original Master Deed was amended pursuant to that certain Amendment to Declaration and Master Deed, entered July 21, 2006, and filed of record in Deed Book 8872, Page 513, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, the Original Master Deed was further amended pursuant to that certain Second Amendment to Declaration and Master Deed, entered June 21, 2007, and filed of record in Deed Book 9057, Page 377, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, the Original Master Deed was further amended pursuant to that certain Declaration, entered June 1, 2009, and filed of record in Deed Book 9430, Page 336, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, the Original Master Deed was further amended pursuant to that certain Declaration, entered November 1, 2009, and filed of record in Deed Book 9474, Page 616, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, the Original Master Deed was further amended pursuant to that certain

Fourth Amendment to Declaration and Master Deed, entered September 13, 2011, and filed of record in Deed Book 9946, Page 636, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, the Original Master Deed was further amended pursuant to that certain Fifth Amendment to Declaration and Master Deed, entered July 22, 2012 (as amended, the "Master Deed"), and filed of record in Deed Book 9946, Page 639, in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, a special meeting of the Council was held on May 27, 2015, and pursuant to KRS 381.9103(3), unit owners to which one hundred percent (100%) of the votes in the Council are allocated elected that KRS 381.9101 to 381.9207 (the "Kentucky Condominium Act" or the "Act") shall apply to the Rosewood Condominiums;

WHEREAS, as a result, KRS 381.9103 requires that the "declaration, bylaws, plats or plans" of the Rosewood Condominiums "shall be modified or amended to the extent necessary to be consistent with KRS 381.9101 to 381.9207";

WHEREAS, the Master Deed, bylaws, plats and plans of the Rosewood Condominiums are currently inconsistent with the Act, including KRS 381.9133, and are required by law to be modified or amended;

WHEREAS, pursuant to KRS 381.9155, the Act provides that except in certain circumstances not applicable here, "the declaration, including the plats and plans, may be amended only by vote or agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes in association are allocated, or any larger majority specified in the declaration";

WHEREAS, pursuant to KRS 381.9155, the Council desires to further amend the Master Deed in order to ensure that certain building and design standards, landscaping standards and

other criteria are met with respect to any new construction on the Rosewood Condominiums, it being the desire of the Council and respective unit owners of the Rosewood Condominiums that (i) any new construction on the Rosewood Condominiums is both externally and internally architecturally and aesthetically consistent with and of the same or better quality design and materials as Units 1 through 8 of the Rosewood Condominiums, as built and finished by Declarant; (ii) any new construction on the Rosewood Condominiums conforms to certain approved landscaping standards; (iii) any new construction on the Rosewood Condominiums is built in strict compliance with all applicable planning and zoning laws, regulations, codes and ordinances; and (iv) the Council and unit owners of the Rosewood Condominiums are fully indemnified and otherwise protected any property damage, liability, injury, or any other damages of any kind arising from the exercise of any reserved special declarant rights that may conform to the requirements of the Act,

WHEREAS, a special meeting of the Council was held on May 27, 2015 and this Sixth Amendment was approved by the affirmative vote of unit owners of units to which more than sixty-seven percent (67%) of the votes in the Council are allocated;

NOW THEREFORE, the Council amends the Master Deed as follows:

1. Article I (I) of the Master Deed is hereby amended as follows:

(I) The "Kentucky Horizontal Property Law" shall be deemed for purposes of this Master Deed to further include KRS 381.9101 to 381.9207 (the "Kentucky Condominium Act" or the "Act"), which pursuant to KRS 381.9103(3), applies to this condominium project.

2. Article II (A) of the Master Deed is hereby amended as follows:

(A) Description of Buildings; Units and Common Area; Amendments to Declaration and Master Deed to Comply with Law. The Master Deed entered July 20, 2006, and filed of record in Deed Book 8871, Page 375, in the Office of the Clerk of Jefferson County, Kentucky (the "Original Master Deed") initially established eight (8) units in one (1) three-story existing apartment building and purported to reserve the right to construct

and establish as part of the condominium regime an additional building with up to 3 units and to create a unit in the garage building, as contemplated by section T of the Original Master Deed. The Original Master Deed provided that the location of the buildings on the Land, the number by which each Unit in the building must be designated, and the area of each of the Units were as set forth on certain plans. As provided by KRS 381.9103(3), the Master Deed, bylaws, plats and plans of the Rosewood Condominiums shall be modified or amended to the extent necessary to be consistent with the Kentucky Condominium Act. The Master Deed may be amended as provided by KRS 381.9155, and no other requirements shall apply.

3. Article II (G) of the Master Deed is hereby amended as follows:

(G) Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board of Directors of the Council or the breach of any covenant or provision herein contained or contained in the Horizontal Property Law or the Kentucky Condominium Act shall give the Board of Directors of the Council the right, in addition to any other rights provided for in this Declaration and Master Deed:

(a) to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass.

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Any person in breach, within the sole determination of the Council, shall be liable to the Council for the expenses it incurs to enjoin, abate or remedy said breach including, without limitation, reasonable attorney fees and costs. Furthermore, if any unit owner (either by his or her own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration and Master Deed or the bylaws of the Council or regulations adopted by the Council and such violation shall continue for 30 days after notice in writing from the Board of Directors of the Council or shall reoccur more than once thereafter, then the Council shall have the power to issue to the defaulting unit owner a 10 day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his or her unit; and thereupon an action in equity may be filed by the Council against the defaulting unit owner for a decree of 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 on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which

may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and Master Deed and to the bylaws of the Council.

4. Article II (T) of the Master Deed is hereby amended as follows:

(T) Expandable Regime. This is an expandable condominium regime. In other words, additional buildings may become part of this regime at the option of Declarant, its successors and assigns, provided that Declarant's reservation of any development rights or special declarant rights as set forth in the Original Master Deed and proposed expansion of the regime, was and is consistent with the Kentucky Horizontal Property Law and Kentucky Condominium Act. The maximum number of units which may be created is eleven (11) units. Declarant purported to reserve the right to construct the one additional Building referenced in the Original Master Deed. If expanded, the percentage of common interest appurtenant to each unit in this condominium regime shall be redistributed on an as-built basis upon completion of additional units. The redistribution shall be done by an amendment or amendments to this Master Deed.

(a) Special Declarant Rights. Consistent with Article II(A) of this Master Deed, any reserved special declarant rights, as defined by KRS 381.9105 (22), namely Declarant's purported right to construct the one additional building referenced in the Original Master Deed, may be exercised only with respect to any improvements indicated on plats and plans filed with the Original Master Deed, and which further conform to the requirements of KRS 381.9141. Any special declarant rights, with the exception of the below development rights reserved by Declarant in the Original Master Deed, must be exercised within seven (7) years from entry of the Original Master Deed.

(b) Development Rights. Declarant purported to reserve certain development rights, as defined by KRS 381.9105(11), in the Original Master Deed. Specifically, Declarant purported to reserve for itself, its successors and assigns, for a period of ten (10) years from the date of the Original Master Deed, the right to execute on behalf of all contract purchasers, unit Owners, mortgagees or other lien holders, or other parties claiming a legal or equitable interest in this condominium regime, any amendment, agreement or supplement that may be

required to expand this condominium regime, and by taking any interest in this condominium regime or by taking any interest in a unit, each such person or entity was deemed to have granted to Declarant a power of attorney for such purposes, coupled with an interest, running with the condominium regime or unit, as applicable, and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not affected by the death or disability of any principal. Declarant, for itself, and for its successors and assigns, reserved an interest in any real estate, including this condominium regime and each unit, for these purposes. This interest reserved by Declarant and the power of attorney granted by each interest holder included the right to amend the percentage of common interest appurtenant to each unit and otherwise to amend this Master Deed to supplement the floor plans to accomplish the expansion of this condominium regime, as contemplated by this section.

(c) **Building and Design Standards.** Notwithstanding any other provision contained herein, any new construction on Common Elements of the Rosewood Condominiums must, within the reasonable judgment of a majority of the unit owners, be externally and internally consistent with, both architecturally and aesthetically, and of the same or better quality design and materials as Units 1 through 8 of the Rosewood Condominiums, as built and finished by Declarant. No new construction on Common Elements of the Rosewood Condominiums shall commence unless and until the Council has provided written approval of all blueprints, design plans, renderings and sample materials consistent with the following design and construction standards, which approval shall not be unreasonably withheld.

Unless otherwise approved in writing by the Council, any new construction on Common Elements of the Rosewood Condominiums must satisfy the following building and design criteria:

- i. All materials and workmanship must, within the reasonable judgment of a majority of unit owners, be of high quality and consistent with the luxury character of the Rosewood Condominiums, including, but not limited to, a brick veneer exterior with solid wood trim, designed to be architecturally and aesthetically consistent in style and period with the Rosewood Condominiums, with said brick exterior and trim to be color-matched to the Rosewood Condominium's existing scheme at the time of any new construction.
- ii. The use of vinyl or plastic exterior building materials is strictly forbidden.
- iii. Subject to any applicable laws or regulations, any newly constructed stairway facing Rosewood Avenue shall be fully

enclosed, and any new wall facing Rosewood Avenue shall be of similar design and appearance as the wall of the Rosewood Condominiums that currently faces Rosewood Avenue.

- iv. Within the reasonable judgment of a majority of unit owners, the roof design of any newly constructed building shall be of similar slope and design as the roof of the Rosewood Condominiums.
- v. With the exception of any bathrooms, the interior of any newly constructed unit shall have finished hardwood flooring installed. Newly constructed bathrooms must have ceramic tile or finished hardwood installed, and all flooring in any newly constructed unit shall be consistent in quality with the flooring materials installed in the Rosewood Condominiums. The use of any vinyl, carpet, laminate, or any non-wood or non-ceramic flooring materials is strictly forbidden.
- vi. All newly constructed kitchen and bathroom cabinetry shall be consistent in quality and appearance with such cabinetry installed in the Rosewood Condominiums and be constructed of high-quality natural wood materials. Installation of laminate or plastic kitchen and bathroom cabinetry is strictly forbidden.
- vii. All newly constructed kitchen and bathroom counter-tops shall be made of granite or stone, and the use of laminate, vinyl, Formica, or other composite materials for kitchen and bathroom counter-tops is strictly forbidden.
- viii. The interior and exterior doors, trim, plumbing fixtures, lighting fixtures, and kitchen appliances installed in any new construction shall be of higher quality than "builder grade" and shall be consistent in quality and appearance with those installed in the Rosewood Condominiums.

(d) **Landscaping Standards.** Notwithstanding any other provision contained herein, any new construction on Common Elements of the Rosewood Condominiums must be accompanied by the installation of high quality landscaping that, within the reasonable judgment of a majority of the unit owners, is consistent with and of the same or better quality design and materials as existing landscaping on the Rosewood Condominiums and which does not alter, modify or destroy any existing plants, trees or other landscaping. No new construction on Common Elements of the Rosewood Condominiums shall commence unless and until the Council has provided written approval of a detailed landscaping plan, which approval shall not be unreasonably withheld.

(e) **Strict Compliance with Planning and Zoning Laws and Regulations.** Notwithstanding any other provision contained herein, any new construction on Common Elements of the Rosewood Condominiums must comply strictly with all applicable laws, regulations and ordinances, including but not limited to, the Land Development Code for all of Jefferson County, Kentucky, other planning and zoning laws and regulations, building codes and ordinances, regardless of whether such construction may be otherwise be permitted subject to variances, waivers or other deviations from the above-referenced standards.

(f) **Indemnification of Council and Unit Owners.** Notwithstanding any other provision contained herein, no new construction on Common Elements of the Rosewood Condominiums shall commence unless and until the holder of any reserved special declarant rights that may conform to the requirements of the Act agrees in writing, in a form acceptable to a majority of unit owners, to indemnify, defend and hold harmless the Council and individual unit owners and their respective heirs, successors, assigns and personal agents and representatives, from any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature which may arise out of, result from, or relate in any way to any new construction on Common Elements of the Rosewood Condominiums.

(g) **Performance Bonds and Insurance Policies.** Notwithstanding any other provision contained herein, no new construction on Common Elements of the Rosewood Condominiums shall commence unless and until the holder of any reserved special declarant rights that may conform to the requirements of the Act presents acceptable proof to the Council that, at its own expense, it has procured and will maintain in full force and effect prior to the start of and during any new construction, the following performance bonds and insurance policies, with coverage in amounts not less than stated below, which shall be underwritten by reputable firms qualified to engage in such business in the Commonwealth of Kentucky:

(i) a performance bond in the amount of no less than \$750,000.00 naming the Council as obligee, as insurance that the holder of any reserved special declarant rights that may conform to the requirements of the Act will timely complete any new construction commenced pursuant to any such rights; and

(ii) a commercial general liability insurance policy naming the Council and individual unit owners as additional insured, and providing coverage for accidental bodily injury, death and property damage, with a combined single limit of not less than \$1,500,000.00 per occurrence and \$5,000,000.00 in the aggregate (umbrella coverage acceptable for the aggregate coverage).

Effective this 27th day of May, 2015.

ROSEWOOD CONDOMINIUM COUNCIL, INC.

By: Michael P. Kuharich
Michael P. Kuharich, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

This Sixth Amendment to Declaration and Master Deed was executed and acknowledged before me this 27th day of May, 2015, by Michael P. Kuharich, President of Rosewood Condominium Council, Inc., a Kentucky corporation, as the true act and deed of the said corporation.

My Commission expires: 11-06-2017.

[Signature]
Notary Public, State at Large

THIS INSTRUMENT PREPARED BY:

[Signature]
JOHN R. SHERYAK
1550 Rosewood Avenue, Unit 8
Louisville, Kentucky 40204
(502) 299-2877

**UNANIMOUS RESOLUTION ELECTING APPLICATION OF
THE KENTUCKY CONDOMINIUM ACT**

This Unanimous Resolution Electing Application of the Kentucky Condominium Act is approved by all of the unit owners of the **ROSEWOOD CONDOMINIUM COUNCIL, INC.**, a Kentucky non-profit corporation, with a mailing address of 3944 Bardstown Road, Louisville, Kentucky 40218 (the "Council") and effective as of May 27, 2015.

RECITALS

WHEREAS, KRS 381.9103(3) provides that:


Unit owners of units to which one hundred percent (100%) of the votes in the association are allocated, or such lesser percentage as stated in the declaration as necessary to terminate the condominium, may elect that KRS 381.9101 to 381.9207 shall apply to a condominium created before January 1, 2011. In such event the declaration, bylaws, plats or plans of the condominium shall be modified or amended to the extent necessary to be consistent with KRS 381.9101 to 381.9207.

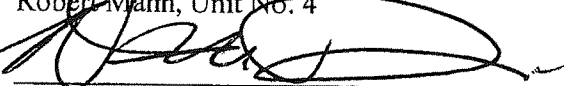
WHEREAS, at a special meeting of unit owners held on May 27, 2015, all of the unit owners or their authorized proxies elected unanimously that KRS 381.9101 to 381.9207 shall apply to the Rosewood Condominiums;

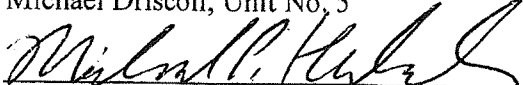
NOW THEREFORE, KRS 381.9101 to 381.9207 shall apply to the Rosewood Condominiums.

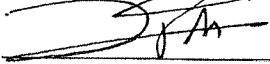
Effective this 27th day of May, 2015.

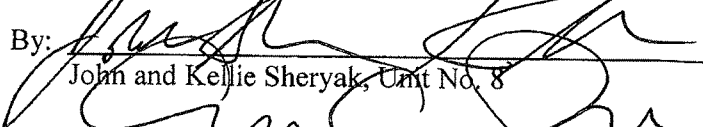
By: Harry Dennery 5/27/2015
Harry Dennery, Unit No. 2 #2 #1
By: Suzanne Taylor
Suzie Taylor, Unit No. 2 #1
By: Richard Priest
Richard Priest, Unit No. 3

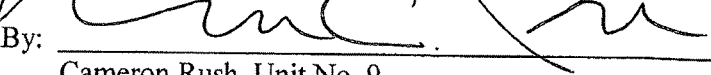
By: 
Robert Mann, Unit No. 4

By: 
Michael Driscoll, Unit No. 5

By: 
Michael P. Kuharich, Unit No. 6

By:  ELIZABETH FAUXPOINT
Daniel and Elizabeth Fauxpoint, Unit No. 7

By: 
John and Kellie Sheryak, Unit No. 8

By: 
Cameron Rush, Unit No. 9

Document No.: DN2015067144
Lodged By: SHERYAK
Recorded On: 05/29/2015 03:16:24
Total Fees: 37.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: EVENAY

END OF DOCUMENT