

BOOK 4944  
PAGE 220  
PA 6E

MASTER DEED AND DECLARATION  
OF  
CONDOMINIUM PROPERTY REGIME

①

OF

WASHINGTON SQUARE II

WASHINGTON SQUARE APARTMENTS, INC., a Kentucky corporation, whose principal office is situated at 3820 Leland Road, Louisville, Jefferson County, Kentucky, (the "Developer") on JUNE 28, 1977 declares this as its plan for ownership in condominium of the property at 3810, 3812 and 3814 Washington Square, Louisville, Jefferson County, Kentucky,

The property owned by the Developer in fee simple which is hereby submitted to the condominium form of ownership is a tract of land with improvements thereon and appurtenances thereunto belonging, situate, lying and being in Louisville, Jefferson County, Kentucky (which land together with the improvements heretofore constructed thereon and appurtenances thereto is herein after referred to as the Property") and which land is more particularly described as follows:

BEING Lots 25, 26 and 27 in Block 2, ELMWOOD ADDITION, plat of which is recorded in Deed Book 392, Page 638, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property vested in fee simple in the Developer by deed dated January 30, 1970, recorded in Deed Book 4332, Page 112, in the Office aforesaid.

The land described above contains 27,300 square feet on which is situated one residential building occupying 9,038 square feet of land area and containing 9,038 square feet of basement area, 9,038 square feet of first floor area and 9,038 square feet of second floor area.

The building contains twelve (12) existing apartment units and is arranged into three groups of four apartments each, with each group being identified by a separate street number (3810, 3812 and 3814 Washington Square, respectively).

In order to create a condominium property regime consisting of the said Property, to be known as Washington Square II, Developer does hereby declare, establish and create Washington Square II as a condominium property regime pursuant to the Horizontal Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes, as amended, (hereinafter sometimes referred to as the "Horizontal Property Law"), and does hereby submit the Property, in its entirety,

to said condominium property regime in accordance with the terms and conditions of this Master Deed and the attached By-Laws, and the Plans recorded in the Office of the County Clerk of Jefferson County, Kentucky, in Apartment Owner-ship Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, (hereinafter referred to as the "Plans") which Plans are hereby incorporated by reference herein and made a part hereof. In furtherance whereof, Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Master Deed. These declarations constitute covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Property.

A. Defined Terms

Capitalized terms not otherwise defined herein or in the By-laws attached hereto, as the same may be amended from time to time, shall have the meanings specified in Section 381.810 of the Horizontal Property Law.

B. Division of Property

The Property is hereby divided in the manner and to the extent described herein and in the Plans into the following separate and freehold estates:

1. Units - Twelve separately designated and described freehold estates consisting of the spaces within the interior unfinished surfaces of the perimeter walls of each of twelve existing apartment units as shown on the Plans. Each of the Units is hereby declared to be held in fee simple and may be retained, conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if it were sole and entirely independent of the other Units. The Units are generally described as follows:

(a) The twelve Units are located in a two-story building, four each located in the sections of the building identified as 3810 Washington Square, 3812 Washington Square and 3814 Washington Square, respectively. There are two Units on the first floor and two Units on the second floor of each section of the building. The identifying number, location and area of each

Unit is listed below. The "area" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plans (exclusive of interior partitions).

<u>IDENTIFYING NUMBER</u>	<u>AREA</u>	<u>LOCATION</u>
3810 Washington Square		
Unit 1	1304 sq.ft.	first floor
Unit 2	1304 sq.ft.	first floor
Unit 3	1284 sq.ft.	second floor
Unit 4	1284 sq.ft.	second floor
3812 Washington Square		
Unit 1	1304 sq.ft.	first floor
Unit 2	1304 sq.ft.	first floor
Unit 3	1284 sq.ft.	second floor
Unit 4	1284 sq.ft.	second floor
3814 Washington Square		
Unit 1	1304 sq.ft.	first floor
Unit 2	1304 sq.ft.	first floor
Unit 3	1284 sq.ft.	second floor
Unit 4	1284 sq.ft.	second floor

(b) The respective Units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the interior unfinished floors and ceilings surrounding each Unit, or any pipes, wires, conduits or other utility lines running through each Unit which are utilized for or serve more than one Unit, or any structural members or portion of any Unit, or any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Property, the same being the General Common Elements as herein-after provided. Each Unit shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings and the range, dishwasher and garbage disposal unit located therein and the equipment for hot water, heating and air-conditioning described in Section B. 4 hereof.

2. Common Elements - A freehold estate consisting of all portions of the Property other than the above described Units. The common elements shall consist of General Common Elements and Limited Common Elements.

(a) General Common Elements - The General Common Elements include all elements defined as such in the Horizontal Property Law and which are actually constructed in the Property. This includes, but is not limited to the following:

1. The land, in fee simple, on which the building stands.
2. All foundations, main walls, roofs, halls, lobbies, stairways, entrances and exits.
3. The basement yard and parking area.
4. All ducts, pipes, electrical equipment, wiring and other central and appurtenant installations for services, including installations for power, light, hot water, refuse disposal and telephone service (not including air conditioning compressors, under Section B. 4).

(b) Limited Common Elements - The stoops, terraces and balconies, if any, shown on the Plans to be adjacent to any Unit are Limited Common Elements appurtenant to such Unit. The Limited Common Elements shall also include those common elements which are from time to time agreed upon by all of the Co-owners to be reserved for the use of a particular Unit or a certain number of Units to the exclusion of the other Units.

### 3. Parking Area

The parking spaces located on the Property shall be deemed General Common Elements and shall be available for the use of Co-owners on a "first come, first served" basis, except as the Council of Co-owners may otherwise determine.

### 4. Equipment for Hot Water, Heating and Air Conditioning

Each Unit has a separate hot water heater, furnace - air conditioning unit and air conditioning unit compressor. The ownership of this equipment shall be in the name of the owner of the applicable condominium Unit, although such equipment may be physically located in the basement, outside the building or in some other part of the common elements designated by the Council of Co-owners. This ownership shall not include either the ducts, wiring and pipes leading from such equipment to the Unit to be served or any other element of the equipment rationally of common use or necessary to the existence, upkeep and safety of the Property as a whole, which ducts, wiring pipes and other elements are a part of the General Common Elements. No action of the Council of Co-owners shall prevent an owner from being properly and comfortably serviced by the common owned elements of the equipment.

C. Common Interest

Each Unit owner shall have a common right to a share, with other Co-owners, in the common elements of the Property. The share of each Unit (hereinafter referred to as a "percentage of common interest") is equivalent to the percentage representing the floor area of the individual Unit, with relation to the floor area of the whole Property (15,528 square feet), and is as follows:

<u>UNIT</u>	<u>PERCENTAGE OF COMMON INTEREST</u>
3810 Washington Square	
Unit 1	8.3977%
Unit 2	8.3977%
Unit 3	8.2689%
Unit 4	8.2689%
3812 Washington Square	
Unit 1	8.3977%
Unit 2	8.3977%
Unit 3	8.2689%
Unit 4	8.2689%
3814 Washington Square	
Unit 1	8.3977%
Unit 2	8.3977%
Unit 3	8.2689%
Unit 4	8.2689%

Each Co-owner shall share, as assessed in accordance with the provisions of the By-laws, in the expense of operating and maintaining the General and Limited Common Elements, except insofar as the By-Laws require the Co-owner of a Unit, to which the use and enjoyment of Limited Common Elements are reserved, to be responsible for the normal maintenance of those particular Limited Common Elements, in accordance with the percentage of common interest attributable to such Co-owner's Unit, as herein designated. The use of the General and Limited Common Elements shall be governed by the By-Laws and the rules and regulations as adopted from time to time by the Council of Co-owners.

D. Easements

In addition to the easements created by Section 381.830 of the Horizontal Property Law and the easements otherwise created by this instrument the following easements are hereby granted.

1. Developer reserves the right to use any Units owned by Developer as models, management offices or sales offices until such time as Developer conveys title thereto to Co-owners. Developer reserves the right to recollect the same from time to time within the Property. Developer further reserves the right to maintain on the Property such advertising signs as may comply

E. Alteration and Transfer of Interests

The percentage of common interest appurtenant to each Unit shall have a permanent character and shall not be altered without the acquiescence of the Co-owners representing all the Units of the Property. The percentage of common interest and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Unit even though such interest or such easements are not expressly mentioned or described in the conveyance or other instrument.

F. Partition

The common elements, both general and limited, shall remain undivided, and shall not be the object of an action for partition or division of the co-ownership. Any covenant to the contrary shall be void.

G. Use

The Units may be used only for residential purposes, subject to such limitations and conditions as may be contained herein and in the By-laws.

H. Council of Co-owners

Administration of the Property shall be by the Council of Co-owners in accordance with the provisions of this Master Deed and with the provisions of the By-Laws. The owner of any Unit, upon acquiring title, shall automatically become a member of the Council of Co-owners and shall remain a member until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council of Co-owners shall automatically cease; provided, that to the extent (including the right to exercise voting rights) as may be provided by the lease of any Unit filed with the Council of Co-owners, the lessee of such Unit shall be deemed to be the owner.

I. Administration of the Property

Operation of the Property, including maintenance, repair, replacement and restoration of the common elements, and any additions and alterations to them, shall be in accordance with the provisions of the Horizontal Property Law, this Master Deed and the By-laws. Specifically, but without limitation, the Council of Co-owners shall:

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon, adjoining, in connection with, or for the use of any part of the Property

2. Keep all common elements of the Property in a clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority applicable to the Property.

3. Repair, maintain, and keep all common elements of the Property (including without limitation the buildings, carport and yard) in good order and condition, except as otherwise provided in this instrument; maintain and keep said land and all adjacent land between any street boundary of the Property, and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary; and repair and make good all defects in the common elements of the Property required in this instrument to be repaired by the Council of Co-owners.

4. Before commencing or permitting construction of any improvement on the Property costing in excess of \$10,000, obtain a bond or certificate thereof naming as obligees collectively all Co-owners as their interest may appear in a penal sum equal to 100% of the estimated cost of such construction and with a corporate surety authorized to do business in Kentucky, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

5. Observe any setback lines affecting the Property as shown on the Plans, and not erect, place or maintain any building or structure except approved fences or walls between any street boundary of the Property and the setback line along such boundary.

6. Not erect or place on the Property any building or structure, including fences and walls, not make additions or structural alterations to or exterior changes of any common elements of the Property nor place or maintain thereon any signs or bills visible outside of the Property (except in accordance with plans and specifications including a detailed plan prepared by a licensed architect and approved by a majority of Co-owners, including all owners of Units thereby directly affected).

7. Not make or suffer any waste or unlawful, improper or offensive use of the Property.

J. Administrator or Managing Agent

Operation of the Property shall be conducted for the Council of Co-owners by the Board of Administration or by an Administrator (who may be the Developer or another responsible managing agent) who shall be appointed by the Council of Co-owners in accordance with the By-Laws.

with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Developer.

2. Each Co-owner is hereby granted an easement in common with each other Co-owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Council of Co-owners. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

3. Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit or common element.

4. Each Unit shall have appurtenant thereto nonexclusive easements in the General Common Elements designed for such purposes for utility services for, and maintenance and repair of such Unit. Easements are hereby reserved through each of the Units for the benefit of other Units as may be required for structural repairs, utility lines and for heating, air-conditioning and ventilating ducts in the locations as presently installed in the Unit or as subsequently approved in writing by the Council of Co-owners in accordance with procedures set forth in the By-Laws.

5. If any part of the common elements encroaches upon any Unit or Limited Common Element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event that any building of the Property is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the General or Limited Common Elements encroaches upon the Units, or any of them, or vice versa, or any of the Units encroach upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

6. The Council of Co-Owners shall have the right, to be exercised by its Board of Administration or the Administrator, to enter any Unit and the Limited Common Elements from time to time during reasonable hours, as may be necessary for the operation of the Property or for making emergency repairs necessary to prevent damage to any part of the Property.



K. Common Expenses

All charges, costs and expenses incurred by the Council of Co-owners for or in connection with the administration of the Property including (without limitation thereof) operation of the Property; maintenance, repair, replacement, and restoration of the common elements; any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the common elements; any accident or fire on the common elements or any nuisance thereon; and all premiums for hazard and liability insurance herein required with respect to the Property shall constitute common expenses of the Property for which the Co-owners shall be severally liable for their respective proportionate shares, as determined by reference to each Co-owner's percentage of common interest.

L. Waiver of Use of Common Elements

No Co-owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit.

M. Compliance with Declaration, By-laws and Decisions

All present and future Co-owners, their tenants, families, servants and guests, and any other person who may in any manner use any part of the Property shall be bound by and comply strictly with the provisions of this Master Deed the By-laws, and all house rules, agreements, decisions and determinations of the Council of Co-owners as lawfully made or amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Administrator or Board on behalf of the Council of Co-owners and, in a proper case, by an aggrieved Co-owner. The acquisition or rental of any of the Units or the act of occupancy of any of said Units shall signify that the provisions of this Master Deed and the By-laws are accepted and ratified.

N. Unpaid Common Expenses Constitute Lien

All sums assessed by the Council of Co-owners but unpaid (for the share of the common expenses chargeable to any Unit) shall constitute a lien on such Unit prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authority against such Unit, and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council of Co-owners or the

Administrator acting on its behalf, in like manner as a mortgage of real property provided that thirty days prior written notice of the intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such Unit as shown in the Council of Co-owners' record of ownership. The Administrator acting on behalf of the Council of Co-owners pursuant to direction of its Board, shall have the power to bid-in such Unit at judicial sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement or waiving the lien securing the same.

O. Acquisition by Judicial Sale

Where the mortgagee of a mortgage of record or other purchaser of any Unit obtains title to such Unit as a result of judicial enforcement of the mortgage, such party and his successors shall not be liable for assessments on the share of common expenses which became due prior to such acquisition of title, except those assessments upon which legal action has been brought against the Unit owner (s) prior to the time the judicial enforcement action is instituted. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit owners including such new owner.

P. Insurance

1. The Board of Administration shall obtain insurance for the Property against loss or damage by fire, and such other hazards as the Board may deem advisable, for the full insurable replacement cost of the common elements (limited and general) and the Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Council of Co-owners, as the trustee for the Co-owner's, in the proportion of each Co-owners percentage of common interest as established herein. Premiums for such insurance shall be common expenses. Application of the insurance proceeds to reconstruction and disposition of the property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Horizontal Property Law.

2. In the event that two-thirds or more of the building on the Property is destroyed and the Council of Co-owners determines that the common elements affected shall not be reconstructed, then the proceeds of any insurance coverage on such common elements shall be distributed to those Co-owners who are deprived of their interest as the result of such failure to reconstruct. Each affected Co-owner shall receive an amount which is equitable and reasonable considering

such Co-owner's percentage of common interest as established herein and the extent to which such Co-owner has been deprived of his interest. Upon such damage and failure to restore, the percentage of common interest of each Co-owner shall be recalculated so that it shall be equivalent to the percentage representing the remaining floor area of such Co-owner's individual Unit, with relation to the remaining floor area of the whole Property.

3. The Board shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Co-owner and the Council, Board, Administrator or managing agent from liability in connection with the common elements, and the premiums for such insurance shall be common expenses.

4. Each Co-owner shall be responsible for his own insurance on the contents of his own Unit, his additions and improvements thereto, decorations and decorating, interior and non load-bearing walls, furnishings and personal property herein, and his personal property stored elsewhere on the Property although insurance on any or all such items may be made available through the Council of Co-owners collectively for all, with the consent of 100% of the Co-owners.

Q. Alteration of Property

Restoration or replacement of the Property, or construction of any additional building or structural alteration, or addition to any building, different in any material respect from the condominium plan of the Property shall be undertaken by the Council of Co-owners or any Co-owners only pursuant to an amendment of this Master Deed, duly executed by seventy-five percent of the Co-owners, accompanied by the written consent of the holders of all liens affecting any of the Units, and in accordance with complete plans and specifications first approved in writing by the Council of Co-owners. Promptly upon completion of such restoration or replacement, the Council of Co-owners shall duly record the amendment with a complete set of floor plans of the Property as so altered, certified as built by a registered architect.

R. Maintenance Reserve Fund

The Council of Co-owners shall establish and maintain a Maintenance Reserve Fund by the assessment of all the Co-owners in equal monthly installments according to their respective proportionate shares of the amount which the

Council of Co-owners may annually estimate as adequate to provide for utilities insurance, maintenance and repair of the Common elements, and other expenses of administration of the Property, all of which are common expenses of the Property. The Council of Co-owners may include reserves for contingencies in such assessments, and such assessments may from time to time be increased or reduced at the discretion of the Council of Co-owners. The proportionate interest of each Co-owner in said Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such Unit even though not expressly mentioned or described in the conveyance thereof. In case the condominium property regime hereby created shall be terminated or waived, any part of the said Fund remaining after full payment of all common expenses of the Council of Co-owners shall be distributed to all Co-owners in their respective proportionate shares.

S. Amendment of Declaration

Except as otherwise provided herein or in said Horizontal Property Law, this Master Deed may be amended by signatures of seventy-five percent of the Co-owners, effective only upon the recording of a signed instrument setting forth the amendment.

T. Voting Percentages

The term "majority" or "majority of Co-owners" shall have the meaning stated in the Horizontal Property Law. Where a Unit is jointly owned by one or more persons, the vote for that Unit may be cast by one of the joint owners. Where the joint owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided proportionately among the joint owners.

U. Severability of Provisions

It is the intention of the Developer that the provisions of this Master Deed be severable so that if any provision, or portion thereof, of this Master Deed or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Master Deed, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and each provision of this Master Deed shall be valid and enforceable to the fullest extent permitted by law. In the event that any provision, or portion thereof, is as of the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any

to any applicable federal, state or local law or ordinance, the Developer, its successors and assigns and all persons claiming by, through or under this Master Deed covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Master Deed thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

Joining in this instrument is the Commonwealth Life Insurance Company, holder of a mortgage on the Property being submitted hereinabove to a condominium property regime, to indicate its consent thereto, the Developer agreeing that Commonwealth's lien rights are hereby transferred to the individual Units of the condominium property regime herein established.

WITNESS the signature of the Developer by its duly authorized officer and the signature of the Commonwealth Life Insurance Company by its duly authorized officer, both officers receiving their authority by resolution of their respective Boards of Directors.

WASHINGTON SQUARE APARTMENTS, INC.

By \_\_\_\_\_  
President

COMMONWEALTH LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Vice-President

STATE OF KENTUCKY     )  
                                  ) SS  
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me in said state and county this \_\_\_\_\_ day of \_\_\_\_\_, 1977 by Alene T. Calveard, President of Washington Square Apartments, Inc., a corporation, on behalf of said corporation, and by Robert H. Woodruff, Vice President of Commonwealth Life Insurance Company, a corporation, on behalf of said corporation

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

This instrument was prepared by:

\_\_\_\_\_  
Ogden, Robertson & Marshall  
1200 One Riverfront Plaza  
Louisville, Ky. 40270

104163 (11)

74 1980

January 74 1980

**FIRST** AMENDMENT TO MASTER DEED AND DECLARATION OF CONDOMINIUMS KNOWN AS WASHINGTON SQUARE II

\* \* \*

THIS AMENDMENT to Master Deed and By-Laws made in Jefferson County, Kentucky, dated 24<sup>th</sup> day of February, 1980 by and among Dorothy C. Garrott, single (First Kentucky Trust Co. and Catharine Hope Noland, single), Mary Long Burke and Frank D. Burke, her husband, Alberta L. Catlett, single, Madeleine H. Lampe, single, Georgia W. Heitmeyer, single, David S. Nightingale and Patricia M. Nightingale, his wife, Beulah J. Thompson, single, Louise G. Eble, single, & Alice S. Etscorn, single:

the address of all of whom is 3810-3814 Washington Square, Louisville, Kentucky, pursuant to the provisions of the Horizontal Property law of the Commonwealth of Kentucky;

W I T N E S S E T H:

THAT, WHEREAS, by Master Deed dated June 28, 1977, recorded in Deed Book 4944, Page 220, and re-recorded in Deed Book 4950, Page 265 in the Office of the Clerk of the County Court of Jefferson County, Kentucky, a condominium was created known as "WASHINGTON SQUARE II," and

WHEREAS, the parties hereto, being the owners of no less than seventy-five percent of the condominium units and the general and limited common elements of WASHINGTON SQUARE II, desire to amend the Master Deed, all instruments of record amending said Master Deed, and the By-Laws as hereinafter set out;

NOW, THEREFORE, the parties hereto do hereby amend the

Master Deed, all instruments of record amending said Master Deed, and By-Laws as follows:

1. Item B, 3, of Master Deed, recorded in Deed Book 4944, Page 223, and re-recorded in Deed Book 4950, Page 268, in said Clerk's office, shall henceforth read as follows:

3. Parking Area

The parking spaces located on the property shall be deemed General Common Elements and shall be available for the use of Co-owners on a "first come, first served" basis, except as the Council of Co-owners may otherwise determine. No boats, motorcycles, campers, trailers, or other similar recreational vehicles shall be parked or stored in the parking areas. Nor shall any such recreational vehicle be stored or parked in any other common or private area of the Property.

2. Item G, of Master Deed, recorded in Deed Book 4944, Page 226, and re-recorded in Deed Book 4950, Page 271, in said Clerk's office, shall henceforth read as follows:

G. Use

(a) The Units may be used only for residential purposes, herein and in the By-Laws.

(b) Occupancy of the units shall be limited to persons sixteen years of age or older. Minors under the age of sixteen years are entitled to visit and occupy the units for temporary periods. However, no unit may be temporarily occupied by minors under the age of sixteen years for more than fifteen days within any calendar year. Any exception to this paragraph (b) is subject to the approval of the Council of Co-owners.

(c) No personal electrical appliances may be installed and connected to the common electrical service.

3. Article ~~V~~, Section 3 (m), of the By-Laws, recorded in Deed Book 4944, Page 246, and re-recorded in Deed Book 4950, Page 291, in said Clerk's office, shall henceforth read as follows:

(m) No livestock, poultry, rabbits, cats, dogs, or other such animals or pets shall be allowed or kept in any part of the Property. Except that any present Co-owner who currently owns a dog may continue to keep said dog on the premises.

4. It is expressly agreed that if any covenant or

restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

5. Except as herein amended, the Master Deed, all instruments of record amending said Master Deed, and the By-Laws are ratified and affirmed and shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto on the date shown by the notarial certificate hereon but effective on the date these amendments are recorded in said Clerk's office.

Dorothy C. Garrett

Catherine Hope Noland  
Frank D. Burke  
Mary Long Burke

Alberta L. Catlett

Madeleine H. Lampe

Georgia W. Heitmeyer

David S. Heitmeyer

Patricia M. Nightingale

David S. Nightingale

James P. Ebb

Charles E. Ebb

First Kentucky Trust Co.

BY SEYMOUR A. WILKINSON  
ASSOC. INVESTMENT CLERK

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON )

SS )

single/Apt. 4 Bldg. #3810

single/Apt. 2 Bldg. #3814  
husband

& wife/Apt. 1 Bldg. #3814

single/Apt. 4 Bldg. #3814

single/Apt. 1 Bldg. #3812

single/Apt. 4 Bldg. #3812  
husband

& wife/Apt. 1 Bldg. #3810

husband

& wife/Apt. 3 Bldg. #3810

single/Apt. 2 Bldg. #3812

single/Apt. 2 Bldg. #3810

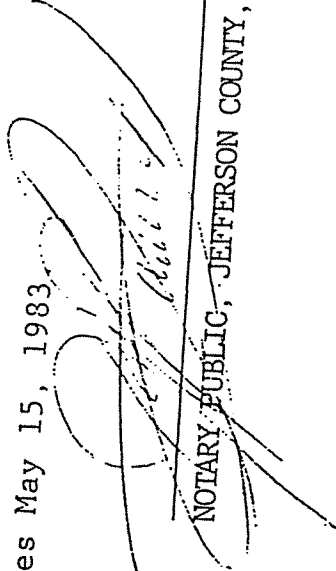
single/Apt. 3 Bldg. #3812

corp., Apt. 2 Bldg. #3814

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 1980, by Dorothy C. Garrett, single, Catherine Hope Noland, single, Mary Long Burke, wife of Frank D. Burke, Alberta L. Catlett, single, Madeleine H. Lampe, single, Georgia W. Heitmeyer, single, Patricia M. Nightingale, wife of David S. Nightingale, and was sworn to by them.



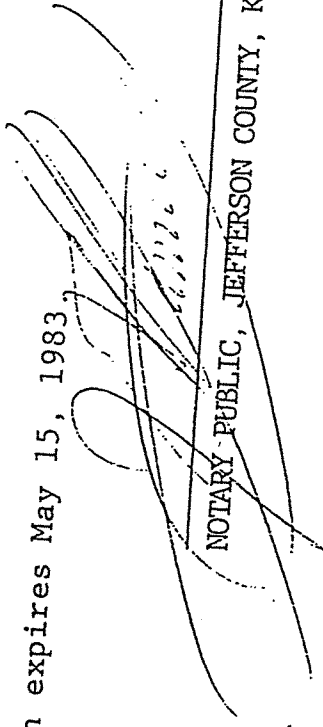
My commission expires May 15, 1983

  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

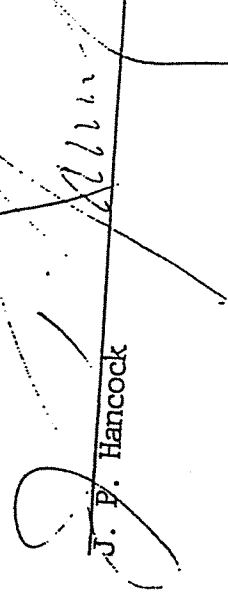
COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me on the 30th day of January, 1980 by First Kentucky Trust Co. authorized act and deed of First Kentucky Trust Co., as the duly 9th, 1980, this instrument was duly acknowledged before me by Frank D. Burke, husband of Mary Long Burke, David S. Nightingale, husband of Patricia M. Nightingale, Beulah J. Thompson, single and by Louise G. Eble, single. On February 10, 1980 this instrument was duly acknowledged before me by Alice S. Estcorn, single.

My commission expires May 15, 1983

  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

Prepared by J. P. Hancock, Attorney  
at Law, 1610 Kentucky Home Life Building  
Louisville, Kentucky 40202

  
J. P. Hancock

SECOND  
AMENDMENT TO MASTER DEED AND  
DECLARATION OF CONDOMINIUMS  
KNOWN AS WASHINGTON SQUARE II

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\* \* \*

THIS SECOND AMENDMENT to Master Deed and By-Laws made in Jefferson County, Kentucky, dated \_\_\_\_\_ day of \_\_\_\_\_, 1981 by and among Dorothy C. Garrott, single (First Kentucky Trust Co. and Catharine Hope Noland, single), Mary Long Burke and Frank D. Burke, her husband, Alberta L. Catlett, single, Madeleine H. Lampe, single, Georgia W. Heitmeyer, single, David S. Nightingale and Patricia M. Nightingale, his wife, Beulah J. Thompson, single, Louise G. Eble, single, & Alice S. Etscorn, single, Edith Taylor Nitch-Smith, single:

the address of all of whom is 3810-3814 Washington Square, Louisville, Kentucky, pursuant to the provisions of the Horizontal Property law of the Commonwealth of Kentucky;

W I T N E S S E T H:

THAT, WHEREAS, by Master Deed dated June 28, 1977, recorded in Deed book 4944, Page 220, and re-recorded in Deed Book 4950, Page 265 in the office of the Clerk of the County Court of Jefferson County, Kentucky, a condominium was created, known as "WASHINGTON SQUARE II," and was amended by instrument dated January 24, 1980, recorded in Deed Book 5750, Page 674 in the aforesaid Clerk's office, and

WHEREAS, the parties hereto, being the owners of no less than seventy-five percent of the condominium units and the general and limited common elements of WASHINGTON SQUARE II, desire to amend the Master Deed, all instruments of record amending said Master Deed, and the By-Laws as hereinafter set out;

NOW, THEREFORE, the parties hereto do hereby amend the

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Master Deed, all instruments of record amending said Master Deed and By-Laws as follows:

1.) Article V, Section 1, of the By-Laws (recorded in Deed Book 4944, at page 243 in the aforesaid Clerk's Office) shall henceforth read as follows:

"Section 1. Assessments. All unit owners shall pay to the Board of Administration or, if a Managing Agent is appointed, to the Managing Agent, in advance on the first day of each and every month the monthly installments of assessments against their respective units for common expenses of the Project in accordance with the Master Deed, a monthly sum determined by the Board of Administration to be sufficient to accumulate and pay when due all expenses, taxes, assessments and other charges of maintenance and operation payable by the owner of such unit. This monthly sum (maintenance fee) shall carry an additional \$10.00 late charge if it is not paid prior to the 15th of each month in which it was due. In the event any unit owner is delinquent in the payment of any monthly assessment for a period in excess of thirty days, the Board of Administration may also, at its discretion, sever or disconnect all utility connections to his unit after five days written notice."

2.) In Article I, Section 3, of the By-Laws, the last literary sentence thereof shall read:

"Thereafter the annual meeting of the Council shall be held on the 4th Tuesday in August of each year, commencing with the year 1981."

Likewise the organization meeting of the Board of Administration (referred to in Article II, Section 6 of the By-Laws) shall henceforth be held immediately following the aforesaid meeting of the Council.

3.) Except as herein amended, the Master Deed, all prior instruments of record amending said Master Deed, and the By-Laws are ratified and affirmed and shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the

parties hereto on the date shown by the notarial certificate hereon but effective on the date these amendments are recorded in said Clerk's office.

David C. Garrott single, Apt. 4, Bldg. #3810  
Frank D. Burke single, Apt. 2, Bldg. #3814  
Mary Long Burke husband  
David S. Nightingale & wife, Apt. 1, Bldg. #3814  
Patricia M. Nightingale single, Apt. 4, Bldg. #3814  
David S. Nightingale single, Apt. 1, Bldg. #3812  
Patricia M. Nightingale husband  
David S. Nightingale & wife, Apt. 3, Bldg. #3810  
Patricia M. Nightingale husband  
David S. Nightingale & wife, Apt. 1, Bldg. #3810  
Patricia M. Nightingale single, Apt. 2, Bldg. #3814  
Catharine Hope Noland single, Apt. 2, Bldg. #3814  
Patricia M. Nightingale single, Apt. 3, Bldg. #3812

FIRST KENTUCKY TRUST CO.

BY: Jean M. Miller corp., Apt. 2, Bldg. #3814  
 Jean M. Miller Associate Investment Officer  
Catharine H. Catlett single, Apt. 3, Bldg. #3814

COMMONWEALTH OF KENTUCKY )  
 COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me this 17 day of February, 1981, by Dorothy C. Garrott, single, Catharine Hope Noland, single, Mary Long Burke, wife of Frank D. Burke, Alberta L. Catlett, single, Madeleine H. Lampe, single, Georgia W. Heitmeyer, single, Patricia M. Nightingale, wife of David S. Nightingale, and was sworn to by them.

My commission expires: May 15, 1983

[Signature]  
 NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON ) SS )

The foregoing instrument was acknowledged before me on the 21 day of February, 1981, by First Kentucky Trust Co., Jean M. Miller, Associate Investment Officer, as the duly authorized act and deed of First Kentucky Trust Co. On the 18th day of January, 1981, this instrument was duly acknowledged before me by David S. Nightingale, husband of Patricia M. Nightingale, and on January 13, 1981 by Beulah J. Thompson, single, Louise G. Eble, single (through her P.O.T.), Alice S. Etscorn, single, Edith Taylor Nitch-Smith, single, and Frank D. Burke, husband of Mary Long Burke.

My commission expires: May 15, 1983

*[Signature]*  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY  
STATE AT-LARGE J.P. Hancock

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1981 FEB -2, PM 3:38  
LODGED BY Hancock  
AND RECORDED

PAID \$7.52 INC. TAX  
COUNTY CLERK J.C.C.

A. Thomas DC.

Prepared by:

J.P. Hancock, Attorney-at-Law  
576 Starks Building  
Louisville, Kentucky 40202

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