

TENTH AMENDMENT TO DECLARATION OF MASTER DEED
FOR
WORTHINGTON GLEN CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

- A. That Hills communities, Inc., an Ohio corporation, is the Declarant in the Declaration of Master Deed for Worthington Glen Condominium (Phase I), recorded in Deed Book 6952, Page 1 and re-recorded in Deed Book 6953, Page 602 of the Jefferson County, Kentucky Clerk records, as amended by First Amendment to Declaration of Master Deed (Phase II) recorded at Deed Book 6971, Page 666, and re-recorded in Deed Book 7014, Page 130 of the Jefferson County, Kentucky Clerk records, as amended by Second Amendment to Declaration of Master Deed (Phase III) recorded at Deed Book 7001, Page 920 of the Jefferson County, Kentucky Clerk records, as amended by Third Amendment to Declaration of Master Deed (Phase IV) recorded at Deed Book 7018, Page 127 of the Jefferson County, Kentucky Clerk records, as amended by Fourth Amendment to Declaration of Master Deed (Phase V) recorded at Deed Book 7036, Page 546 of the Jefferson County, Kentucky Clerk records, as amended by Fifth Amendment to Declaration of Master Deed (Phase VI) recorded at Deed Book 7082, Page 245 of the Jefferson County, Kentucky Clerk records, as amended by Sixth Amendment of Declaration of Master Deed (Phase VII) recorded at Deed Book 7123, Page 426 of the Jefferson County, Kentucky Clerk records, as amended by Seventh Amendment to Declaration of Master Deed (Phase VIII) recorded at Deed Book 7167, Page 316 of the Jefferson County, Kentucky Clerk records, as amended by Eighth Amendment to Declaration of Master Deed (Phase IX) recorded at Deed Book 7324, Page 212 of the Jefferson County, Kentucky Clerk records, and as amended by Ninth Amendment to Declaration of Master Deed (Phase X) recorded at Deed Book 7368 Page 0082 of the Jefferson County, , Kentucky Clerk records.
- B. That on May 22, 2013, Worthington Glen received email notification that their application for re-certification for FHA approved lending was denied by stating: "The condominium package has been reviewed and it has been determined that the project does not meet the requirements set forth in ML 2011-22. The project is not eligible to be placed on the FHA Condominium Approval List for the following reason(s):
- a. Rental/Leasing Terms: (Rental/Leasing Terms and restrictions are in violations of 24 CRF 203.41, Leasing Restrictions compliance – Must show evidence of complying with criteria listed: Mtg Ltr 2011-22, guide Section 1.8.9, page 26. Page 30, section 12.7 of the recorded declaration "No owner other than the developer or a first mortgagee in possession of a Units may rent a Units for any period of less than (6) month" allows a Mortgagee to rent or lease a units for a period of less than 30 days which can be deemed as transient or hotel purposes. This is not within FHA guidelines. Please provide the recorded amendment removing this restriction from the declaration."
- C. That the Board of Directors of Worthington Glen Council of Co-owners, has the powers to amend, revise, or alter the Master Deed without a vote of the Unit Owners, as provided in Article 7, Section 7.1 FHLMC of the MASTER DEED which states;

- a. "The following provisions are included herein for the benefit of the holders of first mortgages on any Unit in the Condominium Project which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Units in the Condominium Project. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Council without approval of the Unit Owners but only without such approval to the extent that such alternation, amendment, revision, or rescission is necessary to comply with the requirements of FHLMC."

NOW THEREFORE, The Board of Directors, using the amendment powers as defined in Article 7, Section 7.1, hereby deletes in its entirety all of Article 12, Section 12.7 Leasing Rights and replaces the Article and Section with the following language:

Article 12

Section 12.7 Leasing Rights "No Owner may lease less than an entire Unit. **No Owner or a first mortgagee in possession of a Unit may rent a Unit for any period of less than six (6) months.** All leases must be in writing. All leases are subject to all provisions of the Declaration, the Bylaws and the Rules and Regulations. If any lessor or lessee is in violation of any of the provisions of the foregoing documents, the Council may bring an action in its own name and/or in the name of the lessor to have the lessee evicted and/or to recover damages. If the Court finds that the lessee is or has violated any of the provisions of the Declaration, the Bylaws or the Rules and Regulations, the Court may find the lessee guilty of forcible detainer notwithstanding the facts that the lessor is not a party to the action and/or that the lessee is not otherwise in violation of the lessee's lease or other rental agreements with lessor. For purposes of granting the forcible detainer against the lessee, the Court may consider the lessor a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Council). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which Council has. If permitted by present or future law, Council may recover all of its costs, including Court costs and reasonable attorney's fees, and such costs shall be a continuing lien upon the Unit which shall bind the Unit in the hands of the Unit Owner and the Unit Owner's successors and assigns."

IN WITNESS WHEREOF, Worthington Glen Council of Co-owners, Inc., A Kentucky Corporation, by its duly authorized officer has consented to all of the foregoing and have caused this instrument to be executed this

20 day of ~~July~~
JUNE, 2013.

Signed and Acknowledged in
the presence of:

Worthington Glen Council of Co-owners, Inc.,
a Kentucky Corporation

Signed: Jeanette Koehler
Print: JEANETTE KOEHLER

By: Jonathan Kuehl
Title: President

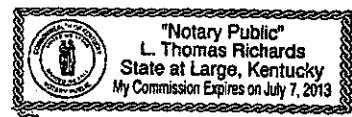
Signed: Daniel A. Kilty
Print: DANIEL A. KILTY

COMMONWEALTH OF KENTUCKY)
)ss:
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20 day of JUNE, 2013 by
SONATHAN KUEHL President of WORTHINGTON GLEN COUNCIL OF CO-OWNERS, INC., a Kentucky
 corporation, on the behalf of the corporation.

[Signature] # 399887
 Notary Public

[Signature]
 This document prepared by:
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 Total Fees: 13.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCAW-JEFF CO KY
 Deputy Clerk: AMASHO