

REVISED AND RESTATED MASTER DEED AND DECLARATION OF
HORIZONTAL PROPERTY REGIME FOR
"THE PINES", A CONDOMINIUM PROJECT

This REVISED AND RESTATED MASTER DEED AND DECLARATION OF HORIZONTAL PROPERTY REGIME FOR "THE PINES", A CONDOMINIUM PROJECT hereinafter referred to as Master Deed made this 29th day of March, 1997, supersedes the Master Deed and Declaration dated July 6, 1989, and recorded in Deed Book 5880, page 321, in the office of the Clerk of Jefferson County, Kentucky, and amended declarations dated March 28, 1990, recorded in Deed Book 5946, page 336; March 28, 1990 and September 26, 1990, Deed Book 5997, page 977; December 6, 1990, Deed Book 6018, page 495; May 3, 1991, Deed Book 6061, page 221; August 26, 1991, page 792; June 5, 1992, Deed Book 6186, page 927; November 14, 1992, Deed Book 6252, page 657; December 18, 1992, Deed Book 6258, page 341; February 5, 1993, Deed Book 6275, page 163, in the office of the Clerk aforesaid.

WITNESS TH:

THAT WHEREAS, a certain tract of land on Bardstown Road in Jefferson County, Kentucky, has been fully developed pursuant to the provisions of Kentucky Horizontal Property Law, KRS 381.805 to KRS 381.910, as amended, and consists of certain buildings and improvements hereinafter described, easements, rights of way and appurtenances; and

WHEREAS, said real estate, all improvements thereon and appurtenances thereto shall be known as "The Pines"; and

WHEREAS, The Pines Council of Co-Owners was formed June 27, 1992, and filed with the Office of the Secretary of State of Kentucky on July 5, 1992, pursuant to KRS 381.910, at which time the Developer relinquished all rights and claims in and to "The Pines", except for the Club House which was transferred by Deed dated January 20, 1997, and recorded in Deed Book 6839, page 213, in the aforesaid Clerk's office; and

WHEREAS, "The Pines" desires to provide for administration by the Council of Co-Owners of "The Pines", (hereinafter referred to as the Council). The Council shall consist of all the Co-Owners as defined herein, each of whose ownership shall arise with the ownership of a unit, as defined herein, and cease with the termination of this ownership, all in accordance with this Master Deed and the Bylaws of "The Pines"; and

WHEREAS, The Council desires and intends that the unit owners, mortgagees, occupants and all other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of

enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, The Council declares as follows:

I. Legal Description of Land and Definitions

The real estate which is hereby submitted and subjected to the provisions of the Horizontal Property Law of Kentucky, as amended, is legally described as follows:

BEING Tract 1 as shown on the approved Minor Subdivision Plat attached to and made a part of deed dated May 24, 1982, of record in Deed Book 5293, Page 347, in the office of the County Clerk of Jefferson County, Kentucky.

BEING Tract 2 as shown on the approved Minor Subdivision Plat attached to and made a part of deed dated May 24, 1982, of record in Deed Book 5293, Page 347, in the office of the County Clerk of Jefferson County, Kentucky.

ALSO property described as "The Clubhouse", developed by Rodulfo Realty and Building Company, Inc., and transferred to The Pines Council of Co-Owners, Inc. by Deed dated January 20, 1997, of record in Deed Book 6839, page 13, in the aforesaid Clerk's office.

BEING the same property acquired by Rodulfo Realty and Building Company, Inc., a Kentucky corporation, Developer of "The Pines", a Condominium Project by Deed dated August 6, 1987, and recorded in Deed Book 5699, page 884, in the aforesaid Clerk's office..

Said real estate is also described and delineated on a Plats or Surveys dated July 6, 1989, and recorded in (Condominium) Book 42, pages 3-4; March 28, 1990, Book 42, pages 36-37; March 28, 1990, Book 43, page 18; September 26, 1990, Book 43, page 19; December 6, 1990, Book 43, pages 41-42; May 3, 1991, Book 44, pages 26-27; June 5, 1992 Book 46, page 4; December 18, 1992, Book 46, pages 44-45; February 5, 1993, Book 46, page 49 in the aforesaid Clerk's office .

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Horizontal Property Law, as amended:

"Unit", "Condominium", "Master Deed", "General Common Elements", "Persons", "Property, and "Limited Common Elements".

II. Description of Buildings.

Buildings 1-7 situated on said real estate are fully described in a set of floor plans of the buildings filed and recorded pursuant to KRS 381.835, and by reference thereto are made a part hereof.

"The Pines" consists of six (6) buildings of twelve (12) units each, a Club House (Building 7), thirteen (13) garages and fifty-three (53) carports, together with common elements appurtenant thereto.

A. The percentage of ownership in common elements appurtenant to each unit shall include and be deemed to include any additional common elements annexed hereto by a recorded

amended declaration. Each deed, mortgage or other instrument affecting a unit shall be deemed to include such additional common elements and the ownership of such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as each such amended declaration of master deed is recorded.

B. Each owner shall have a perpetual easement, appurtenant to his/her unit for the use of any additional common elements annexed thereto and described in any recorded amended declaration of master deed for the purpose therein set forth, except as to any portion, the use of which is limited by exclusive easement granted to the owner of specific units as may be provided in any such amended declaration of master deed.

C. The recording of each such amended declaration of master deed shall not alter the amount of the lien for expenses assessed to a unit prior to such recording.

D. Each owner, and all those claiming thereunder, including mortgagees, by acceptance of a deed to a unit, agree that this Master Deed and each amended declaration of master deed is and shall be deemed to be in accordance with the Horizontal Property Law of Kentucky, as amended.

III. Units

A. Buildings and units are fully set forth as follows:

<u>Bldg. 1</u>	<u>Bldg. 2</u>	<u>Bldg. 3</u>	<u>Bldg. 4</u>	<u>Bldg. 5</u>	<u>Bldg. 6</u>
101	201	301	401	501	601
102	202	302	402	502	602
103	203	303	403	503	603
104	204	304	404	504	604
105	205	305	405	505	605
106	206	306	406	506	606
107	207	307	407	507	607
108	208	308	408	508	608
109	209	309	409	509	609
110	210	310	410	510	610
111	211	311	411	511	611
112	212	312	412	512	612

The Club House is known as Building 7.

B. The location, dimensions and limited common area to which each unit has access are set forth in and on floor plans filed pursuant to the Horizontal Property Law of Kentucky, as amended, and are made a part hereof by reference thereto. The legal description of each unit shall consist of its number as aforesaid followed by the words, "a Condominium Unit in The Pines". Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated interior

finished surfaces of the ceiling, floor and perimeter walls of each unit as are shown on said plans above referred to, 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 in any other manner separated into tracts or parcels, smaller than the whole unit as shown on the floor plans.

IV. Definition and Description of General Common Elements

A. The general common elements consist of that property as set forth on plans recorded pursuant to the Horizontal Property Law of Kentucky, as amended, excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto, described as limited common elements. General common elements shall include, but not be limited to the following:

1. The land as set forth in Plans and recorded and designated as common areas and any improvements and fixtures thereto;
2. Condominium signs;
3. Entrances, exits and foyers;
4. Roofs
5. Pipes and electrical wiring in perimeter walls;
6. Parking areas;
7. Garbage and refuse areas.
8. Public utility lines;
9. Floors and ceilings (other than the interior undecorated surfaces thereof located within the units);
10. Perimeter walls of the units (other than the interior undecorated surfaces thereof);
11. Structural parts of the buildings;
12. Outside walls;
13. Driveways;
14. Landscaping;
15. Structural columns and load-bearing walls located within the boundary of the units;
16. Club House and pool;
17. All other portions of the property which may be designated as common elements.

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

B. Common elements shall also include personal property used for the maintenance and operation of the Horizontal Property Regime even though owned by the Council.

C. As amendments are made pursuant hereto, general common elements shall consist of additional land designated as common areas as set forth on any amended plan recorded together with said amendment hereto.

V. Definition, Description and Maintenance of Limited Common Elements

A. "Limited common elements" means and includes those common elements which are specifically reserved for the use of a certain unit or designated number of units, such as the following:

1. Interior undecorated surfaces of each unit's perimeter walls, ceiling and floors;
2. Entrances and exits to specific units;
3. Utility service facilities within the units;
4. Patios (also known as balconies, decks and porches);
5. Patio doors, windows and screens;
6. Heating and air conditioning units;
7. Elevator and double security systems in Building 4, 5 and 6;
8. Garages and carports;
9. Such other limited common elements which are agreed upon by the Council or Board to be reserved for the use of a particular unit as well as other limited common elements elsewhere designated in this Master Deed.

B. The expense of maintaining and repairing limited common elements shall be paid by the unit owners benefited thereby, except that which is covered under Common Expenses. This includes, but is not limited to::

1. Carports - Screens above parking area;
2. Garages - Doors, door facings, openers or any damage caused by user thereof.
3. Patio enclosures and painting of storage and outside bedroom doors;;
4. Storm windows and storm doors, including glass, screen and frame.

C. The expense of repairing and maintaining the existing following areas of the limited common elements shall be covered by the association:

1. Carports - Structures, such as: roofing, guttering, painting of posts, brick wall repairs and parking surfaces.
2. Garages - Structures, such as: walls, roofing, guttering and flooring.
3. Hallways - Painting and repairing stairs, painting entrance unit doors and facings, maintenance of front and back glass entrance doors.

VI. Use of General and Limited Common Elements

The use of general and limited common elements shall be limited to the Co-owners and their tenants in residence and shall be governed by the Bylaws and rules and regulations as adopted from time to time by the Council or the Board.

VII. Percentage Interest and Parking

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 recorded in Deed Book 6186, Page 331, in the aforesaid Clerk's office and is as follows:

THE PINES

Percentage of ownership

Bldg.1	Sq.Ft.		Bldg.4	Sq.Ft.	
101	979.7	1.3651%	401	981.5	1.3676%
102	978.2	1.3630%	402	976.7	1.3609%
103	978.2	1.3630%	403	998.0	1.3906%
104	979.4	1.3646%	404	977.5	1.3620%
105	999.7	1.3929%	405	996.7	1.3888%
106	1001.3	1.3952%	406	998.7	1.3915%
107	999.6	1.3928%	407	996.5	1.3885%
108	998.7	1.3915%	408	997.0	1.3892%
109	1000.8	1.3945%	409	997.0	1.3892%
110	1001.1	1.3949%	410	1002.1	1.3963%
111	996.6	1.3886%	411	999.9	1.3932%
112	997.1	1.3893%	412	997.7	1.3901%
Bldg.2	Sq.Ft.		Bldg.5	Sq.Ft.	
201	976.5	1.3606%	501	979.1	1.3642%
202	980.6	1.3663%	502	978.6	1.3635%
203	978.7	1.3637%	503	978.2	1.3630%
204	980.2	1.3658%	504	981.1	1.3670%
205	999.6	1.3928%	505	998.3	1.3910%
206	999.0	1.3920%	506	1001.9	1.3960%
207	1000.6	1.3942%	507	999.0	1.3920%
208	998.7	1.3915%	508	998.1	1.3907%
209	1001.6	1.3956%	509	996.7	1.3888%
210	1000.7	1.3943%	510	1002.4	1.3967%
211	999.9	1.3932%	511	994.7	1.3860%
212	1003.3	1.3979%	512	999.3	1.3924%
Bldg.3	Sq.Ft.		Bldg.6	Sq.Ft.	
301	994.1	1.3851%	601	997.2	1.3895%
302	992.2	1.3825%	602	996.7	1.3888%
303	992.7	1.3832%	603	993.0	1.3836%
304	996.2	1.3881%	604	996.8	1.3889%
305	1014.8	1.4140%	605	1005.7	1.4013%
306	1012.6	1.4109%	606	1007.0	1.4031%
307	1011.9	1.4099%	607	1003.8	1.3986%
308	1015.6	1.4151%	608	1005.8	1.4014%
309	1013.3	1.4119%	609	1008.4	1.4051%
310	1013.1	1.4116%	610	1007.5	1.4038%
311	1013.5	1.4122%	611	1004.5	1.3996%
312	1013.2	1.4117%	612	1003.5	1.3982%

Total of all unit areas - Buildings 1-6 - 71,769.4

Total percentages 100%

Building 7 - Club House - 2656 sq. ft. - 0%

Total square footage - 74,425.4

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 in this 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 a residence and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to the common 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 Master Deed shall mean a "unit" as defined 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. At the time of sale or transfer of title to a unit, the undivided interest in general and limited common elements shall not be separated from the unit to which it appertains. Any conveyance or encumbrance of an individual unit shall be deemed to also convey or encumber 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.

D. The Board reserves the right to assign all parking spaces, except carports and garages.

VIII. Common Expense Assessments

A. "Common expense assessments" include all charges, costs and expenses incurred by the Council and/or the Board for and in connection with the operation and administration of "The Pines". Common expenses include those expenses for the buildings, including the Clubhouse, pool, equipment, ground maintenance and repair, all costs for utility services, insurance premiums, janitorial service, garbage removal, painting of the common elements, asphalt and concrete repair and replacement, costs of materials, supplies, equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacements costs and contingencies.

B. Maintenance fees are due on the first day of each month. Payments made after the 10th day of the month will be considered late and will incur a penalty of ten (10%) per cent. Unit owners shall be responsible for all costs of collections, including reasonable attorneys' fees.

C. Elevator maintenance contracts, repairs and double security costs for Buildings 4, 5 and 6 shall be divided equally among the unit owners within each building. Payments shall be added to the maintenance fee and made monthly as one payment.

IX. Unpaid Common Expense Assessments Constitute a Lien

All sums assessed for common expenses for maintenance fees shall constitute a lien on the units, prior to all other liens except liens for ad valorem taxes and assessments lawfully imposed by

governmental authorities against such units and a lien of a first mortgage holder. Such lien may be enforced by legal action by the Council or the Board, its administrator or managing agent, acting on behalf of the Council in like manner as a mortgage or real property, provided that ninety (90) days prior written notice of intention to sue to enforce the lien shall be mailed postage prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

X. Administration

A. Administration of "The Pines", including the use, 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 Kentucky Horizontal Property Law, this Master Deed, the By-laws of the Council and all rules and regulations adopted by the Board.

B. Board of Administration. Administration shall be conducted for the Council in accordance with the Bylaws. Said Board shall be authorized to delegate the administration of its duties and powers to a managing agent or administrator employed for that purpose by the Board.

XI. Damage or Destruction

The Council, acting by and through its Board, shall acquire full replacement value insurance protection for the regime, including but not exclusively, casualty, liability and employee worker'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 regime'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 therefor 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 repair of the buildings 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 "The Pines", 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 (representing the Council), which shall immediately deposit all proceeds in a trust account with an insured thrift institution selected by the Board. Said trust account shall be entitled "The Pines", Trust Account for

Repairs and Reconstruction". The Board, with qualified supervision, shall oversee all repair and reconstruction. Disbursements shall be made from said trust account as repairs and reconstruction are made only with the approval of three-fourths of the Board and using standard construction disbursement procedures.

XII. Easements and Encroachments

A. Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable TV lines and equipment, electrical conduits, wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording hereof. A permanent power of attorney is hereby granted to the Board to grant any such easement.

B. In the event that, by reason of construction, reconstruction, settlement, shifting of a building or the design or construction, any part of any unit or any part of the common elements encroach or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners. In addition to the foregoing, it is expressly understood that an easement for support is included in this section of the Master Deed.

C. All easements and rights described herein are easements appurtenant, running with the land, and shall work for the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, or other person having an interest in said land, or any part or portion thereof.

D. The respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in this Master Deed, and by reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

XIII. Sale, Leasing or Other Alienation

A. Any unit owner or mortgagee of a unit who has acquired title thereto in lieu of or through foreclosure, who wishes to sell or lease the unit (or any lessee of any unit who wishes to assign a lease or sublease such unit) to any person shall give to the Board no less than five (5) days prior written notice of such sale, lease, assignment or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser,

assignee or lessee. The Council shall have the first right and option to purchase or lease such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days. The unit owner (or lessor) may, at the expiration of said thirty (30) day period and at any time within thirty (30) days after the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein.

B. The terms of this paragraph shall not be applicable to the conveyance of title to a unit to a mortgagee by reason of foreclosure of a mortgage on the property.

C. In the event any unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed, the Council shall have the right to remedy such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against each unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided herein.

D. The Council shall not exercise any option hereinafter set forth to purchase or lease any unit without written consent of a majority of all unit owners. The Council through its duly authorized representatives, may bid to purchase at any auction or sale held pursuant to an order or direction of a court, the unit or interest therein of any unit owner, deceased or living, upon the prior written consent of a majority of the unit owners. Said consent shall set forth a maximum price which the Council is authorized to bid and pay for said unit or interest therein.

E. If the Council does not exercise any of the options contained in this paragraph, said options may be deemed to be released and waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed or leased free and clear of the provisions of this paragraph.

F. A certificate executed by a majority of the Board stating that the provisions of this paragraph as herein set forth have been met by a unit owner or duly waived by the Council, and that the rights of the Council hereunder have terminated, shall be conclusive upon the Council and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired.

G. The terms of this paragraph hereinabove contained shall not be applicable to the transfer by gift, testate or intestate succession, or operation of law, or to the sale of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

H. Where title to any unit is held by a trust, the assignment, sale, conveyance or other transfer by a beneficiary of such trust of his/her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, or other transfer of the unit owned by such trust.

I. Where title to any unit is held by a corporation or a partnership, the transfer of fifty (50%) percent or more of the issued and outstanding shares of such corporation, or fifty (50%) percent or more of the interest in such partnership, shall be deemed a transfer of the unit owned by such corporation or partnership.

J. Acquisitions of units or interests therein under the provisions of this paragraph shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his/her percentage of ownership in the common elements as set forth in paragraph VII bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien upon each such unit and may be foreclosed in like manner as a mortgage.

K. Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Council or such nominee or entity as it shall designate, for the use and benefit of all unit owners in the same proportion that the Council could levy a special assessment under the terms of sub-paragraph J hereof. Said units or interests therein shall be sold or leased by the Council for the benefit of the unit owners upon such price and terms as the Council shall determine. All proceeds of such sale and/or lease shall be deposited in the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Council shall determine.

L. Any assessments in excess of Fifty (\$50.00) Dollars shall be figured by the percentage basis of ownership.

M. No unit shall be permanently occupied by more than two (2) persons for each bedroom.

XIV. Bylaws

The Bylaws of "The Pines" were adopted by The Pines Council of Co-owners, Inc. on July 5, 1992, and were last restated and amended on October 10, 1995.

The administration of the regime shall be governed by these Bylaws, which may be amended from time to time by amendment procedure hereinafter set forth.

The above paragraph and anything to the contrary notwithstanding, the administration and control of the regime and the property, including but not limited to the adoption and amendment of the Bylaws, adoption of regime rules, assessment of common expenses and all other rights relating to the governing, managing and administration of the regime and the property and all rights and powers shall be vested in the Council or Board.

XV. Purpose, Use and Occupancy of Units, Common Areas and Facilities.

The units shall be occupied and used as follows:

A. All buildings and units therein and all common and limited common elements are intended for and restricted to exclusive use for residential purposes.

B. No owner or other occupant shall use or permit to be used his/her unit as an office, shop or other place of business.

C. 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 Board.

D. Each unit owner shall be obligated to maintain and keep his/her own unit, windows and doors in good repair. Storm doors may be installed. They must be white aluminum with full glass door. Storm windows may be installed by placing them within the brick frame of the windows and they must look like the present windows. Written plans and specifications must be submitted to the Board for approval prior to installation.

E. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided.

F. Items in common areas must be in compliance with the Fire Marshal's code. Personal decorations shall not extend more than two (2) feet from the wall. Owners in each building shall agree to the decorations used in the common elements of the building.

G. 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 building or contents thereof, or which would be in violation of any law. No waste shall be placed in the common elements or limited common elements.

H. No live or fresh cut Christmas trees shall be permitted.

I. Unit owners shall not cause or permit anything to be hung or displayed on patio railings, or the outside of the windows or placed on the outside walls of the buildings, carports or garages. No sign or signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, roof or any part thereof without prior written consent of the Board. All window treatments (which are visible from the outside) shall be an "off-white" color.

J. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in any part of the property, except that one dog under twenty-five (25) pounds or one domestic inside cat may be kept in units subject to the rules and regulations adopted by the Board. Aquariums shall not exceed twenty (20) gallons.

K. 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 which will cause damage or destruction to any unit, common elements or limited common elements of the property.

L. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

M. Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Board.

N. 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 Board.

O. No waterbeds shall be allowed in any unit.

P. Each owner has the right to enclose his/her patio with framed screen and/or glass so long as it follows the color scheme of the exterior of the building. Written plans and specifications must be submitted to the Board for approval prior to installation.

Q. Other rules and regulations may be made by the Board as to the usage of the units.

XVI. Violation of Declaration

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

1. 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; or

2. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Furthermore, if any unit owner (either by his/her own conduct or by the conduct of any other occupant of his/her unit) shall violate any of the covenants of this Master Deed or the regulations adopted by the Council and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur more than once thereafter, then the Board shall have the power to issue to the defaulting unit owner a ten (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/her unit. Thereupon an action in equity may be filed by the Council against the defaulting 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/her 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. 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 and may apply to the court for a writ of assistance for the purpose of acquiring such possession. 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 Master Deed and it Bylaws.

XVII. Entry by Board

The Board, its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Council is responsible, or which the Board has the right or duty to do so. Such entry shall be at reasonable hours and with prior notice and shall be made with as little inconvenience to the unit owners as practicable. Any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. In cases of emergency, entry may be made without notice..

XVIII. Grantees

Each unit owner, by acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, jurisdiction, rights and powers created or reserved by this Master Deed, provisions of the Horizontal Property Law (as at any time amended), easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared. 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 any unit, and shall work for the benefit of such owner in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

XIX. Incorporation

"The Pines" Condominium Association agreed to the formation of a Kentucky not-for-profit corporation known as "The Pines Condominium Council of Co-owners, Inc." to act as the Council as defined in KRS 381,810 (4 and 5) and governing body for all unit owners in 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/her unit, at which time the new unit owner or owners shall automatically become a member therein.

XX. 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.

XXI. Notices

Notices required or permitted to be given to the Council, Board or any unit owner may be delivered to any officer of the Council, member of the Board or such unit owner at his/her unit, or as set forth in the By-laws,

XXII. Amendments

A. The provisions of this Master Deed may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by a

majority of all unit owners. The By-laws unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification signed and acknowledged by a majority of all unit owners

B. Any amendment, change or modification to this Master Deed shall conform to the provisions of the Horizontal Property Law and shall be effective upon recording thereof. By-laws and any amendments thereto need not be recorded.

XXIII. 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 Master Deed and all of the terms hereof are hereby declared to be severable.

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the aforesaid Master Deed, as amended, Horizontal Property Law for "The Pines", a Condominium Project, a majority of the owners and a majority of the mortgagees have caused this Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project to be executed on the day and date first above written.

OWNER OF "APARTMENT" UNIT:

101 _____
 Uleda Carby
 102 _____
 James/Shirley Vaughn
 103 _____
 Tim Cooley
 104 _____
 Yu/Su/Sean Embry
 105 _____
 Carole Magee
 106 _____
 Henry/Sylvia Ott
 201 (ATTACHED)
 Chris D./Mary A. Langford
 202 Selma Voris
 Selma Voris
 203 Barbara Shelton
 Barbara Shelton

107 (ATTACHED)
 James/Doreen Dent Susan B. Kalbfleisch
 Edwin Kalbfleisch
 108 _____
 Edwin/Susan Kalbfleisch
 109 (ATTACHED)
 Tony/Olga Bondar
 110 _____
 Carol eCarr
 111 _____
 Jean Bowman
 112 Lisa Williams
 Lisa Williams
 204 Florence McMullin
 Florence McMullin
 205 _____
 Rae Pantoja
 206 _____
 Gary Davis

207 Marjorie L. Fields
Marjorie L. Fields

208 Robert/Betty Bayers
Robert/Betty Bayers

209 (ATTACHED)
Nancy C. Taylor

301 Deverrille Morris
Deverrille Morris

302 (ATTACHED)
George/Joan Nevitt

303 Betty Landrum
Betty Landrum

304 _____
Mildred M. Toll

305 _____
James/Ruby Rice

306 Robin Lee Arnold
Robin Lee Arnold

401 _____
Marcia Sears

402 _____
Margaret Woerner

403 Alice L. Gognart
Alice L. Gognart

404 Ruby D. Finn
Ruby Finn

405 _____
Sammye Edwards

406 John/Ella Gillpin
John/Ella Gillpin

501 _____
William Griffin

502 Virginia Johnston
Virginia Johnston

210 (ATTACHED)
Cindy Vaughn

211 _____
Thelma Metts

212 Genievee Cowen
Genievee Cowen

307 (ATTACHED)
Vida Whitman Eleanor Zimmerman

308 Gideon/Eleanor Zimmerman
Gideon/Eleanor Zimmerman

309 F. Richard Lee (With Will)
Dick Lee

310 Ruth Moeller
Ruth Moeller

311 Cassandra Patterson
Cassandra Patterson

312 (ATTACHED)
Dorothy L. Poppe

407 Sylvester/Jean Kinberger
Sylvester/Jean Kinberger

408 _____
Herman/Norma Zeller

409 Jaunita Gaus
Jaunita Gaus

410 _____
Mary Kirtley Estate

411 _____
Ron Wolf

412 _____
Peggy Walden Estate

503 Mildred Moody
Mildred Moody

504 (ATTACHED)
Martha Young

505 _____
 Ruth Davis
 506 Charlotte Combs
 Charlotte Combs
 507 Ann Flaherty
 Ann Flaherty
 508 Zora McElwain
 Zora McElwain
 601 _____
 Jane H. Englert
 602 Gloria D. Blanton
 Gloria D. Blanton Rosalie Cummins
 603 Charles A. Cummins
 Charles/Rosalie Cummins
 604 Iva C. Hobbs
 Iva C. Hobbs
 605 Katherine Workun
 Katherine Workun
 606 James C. Wilkerson
 James C./Bertha J. Wilkerson

William A. Woods
 509 Elizabeth Woods
 William A./Elizabeth Woods
 510 Dorothy D. Goldsmith
 Dorothy D. Goldsmith
 511 Trilba Neel
 TRILBA-Ann Neel
 512 _____
 Frank/Pat Freman
 607 Lara Morgan
 Lois I. Morgan
 608 Henrietta Hill
 Henrietta Hill
 609 Roy Verre - Susan Verre
 Roy/Susan Verre
 610 Audrey Bruce
 Audrey Bruce
 611 Daisy M. Willsey
 Dwight C./Daisy M. Willsey
 612 (ATTACHED)
 John/Nancy Schuler

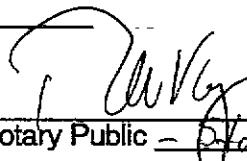
STATE OF KENTUCKY)
) SCT.
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 29th day of March, 1999 by:

<u>Selma Voris</u>	<u>BARBARA Shelton</u>	<u>Florence McMullin</u>
<u>MARJORIE L. Fields</u>	<u>Robert Bayers</u>	<u>Genevieve Cowen</u>
<u>Deverille Morris</u>	<u>BETTY Landrum</u>	<u>Robin Lee Arnold</u>
<u>Gideon Zimmerman</u>	<u>Sylvester Kinberger</u>	<u>Alice L. Gognat</u>
<u>John Gilpin and Ella Gilpin</u>		<u>Mildred Moody</u>
<u>VIRGINIA B. Johnston</u>	<u>Dorothy D. Goldsmith</u>	<u>Trilba Neel</u>
<u>Gloria D. Blanton</u>	<u>Charles A. Cummins</u>	<u>Katherine Workun</u>

Audrey Bruce James C. Wilkerson Daisy M. Willsey
Lois Morgan _____ _____

My commission expires 6/7/2001



 Notary Public - State at Large, Ky

STATE OF KENTUCKY)
) SCT.
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 6 day of April, 1999 by:

Lisa Williams F. Richard Lee Ruth Moeller
Edwin Kalbfleisch Eleanor Zimmerman Ruby D. Finn
Susan B. Kalbfleisch Cassandra Patterson Jaunita Gaus

My commission expires _____
Notary Public, State at Large, KY
 My commission expires June 18, 2000



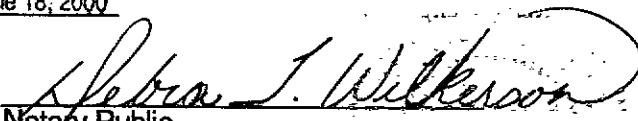
 Notary Public

STATE OF KENTUCKY)
) SCT.
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 6 day of April, 1999 by:

Charlotte Combs William A. Woods Roy Verre
Ann Flaherty Elizabeth Woods Susan Verre
Zora McElwain Iva C. Hobbs Betty Bayers
Rosalie Cummins Henrietta Hill

My commission expires _____
Notary Public, State at Large, KY
 My commission expires June 18, 2000



 Notary Public

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 22 day of MARCH, 1999.

James Dent
Owner(s), Unit No. 847107

STATE OF FLORIDA)
COUNTY OF BREVARD)SCT.

The aforesaid was signed and acknowledged by JAMES DENT
before me this 22 day of MARCH, 1999.

My commission expires _____



Estelle F. Farrell
MY COMMISSION # CC791823 EXPIRES
December 28, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Estelle F. Farrell
Notary Public _____

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 30th day of March, 1999.

Anthony Bondar
Owner(s), Unit No. 109

STATE OF Maryland }
COUNTY OF Baltimore } SCT.

The aforesaid was signed and acknowledged by Anthony Bondar
before me this 30th day of March, 1999.

My commission expires 2/1/01

Rita M. Hartousen
Notary Public _____

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 31st day of MARCH, 1999.

Chris D Langford
Owner(s), Unit No 201

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

The aforesaid was signed and acknowledged by CHRIS D. LANGFORD
before me this 31st day of MARCH, 1999.

My commission expires 2-18-2001

Ruth Ann Langford
Notary Public RUTH ANN LANGFORD

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 2nd day of April, 1999.

Nancy C. Taylor
Owner(s), Unit No. 209

STATE OF KY }
COUNTY OF ATLANTA } SCT.

The aforesaid was signed and acknowledged by Steven Woodrum
before me this 2nd day of April, 1999.

My commission expires 10-19-2000

[Signature]
Notary Public

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 1st day of April, 1999.

Cindy A. Vaughan
Owner(s), Unit No. 210

STATE OF Kentucky)
COUNTY OF Jefferson) SCT.

The aforesaid was signed and acknowledged by Cindy Vaughan
before me this 1 day of April, 1999.

My commission expires 10/14/99

Robert Comgoir
Notary Public

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 16th day of March, 1999.

Joan E. Nevitt
Owner(s), Unit No. 302

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)SCT.

The aforesaid was signed and acknowledged by JOAN E. NEVITT
before me this 16th day of March, 1999.

My commission expires 8/25/03

Mary E. Hughes
Notary Public Mary E. Hughes

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 2 day of April, 1999.

Vida Whitman
Owner(s), Unit No. 307

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

The aforesaid was signed and acknowledged by VIOA WHITMAN
before me this 2ND day of APRIL, 1999.

My commission expires My Commission Expires August 7, 2002

[Signature]
Notary Public KENTUCKY

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 26 day of March, 1999.

Dot Poppe
Owner(s), Unit No. 215

STATE OF Ky }
COUNTY OF Nelson } SCT.

The aforesaid was signed and acknowledged by *Dot Poppe*
before me this 26 day of March, 1999.

My commission expires 7-17-99

Shawn H. Lee
Notary Public

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 18 day of MARCH, 1999.

Martha E. Young
Owner(s), Unit No. 504

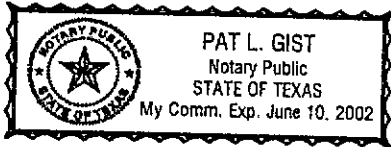
STATE OF KENTUCKY)
COUNTY OF JEFFERSON)SCT.

The aforesaid was signed and acknowledged by MARTHA YOUNG
before me this 18 day of MARCH, 1999.

My commission expires Notary Public, State at Large, KY
My Commission Expires April 20, 2002

Jeffrey E. Miles
Notary Public JEFFREY E. MILES

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, I/we hereby approve the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, this 20 day of March, 1999.



John Schuler & Nancy Schuler
Owner(s), Unit No. 612

STATE OF Texas)
COUNTY OF Hidalgo)SCT.

The aforesaid was signed and acknowledged by John Schuler & Nancy Schuler
before me this 20 day of March, 1999.

My commission expires 6/10/2002

Pat L. Gist
Notary Public _____

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 18 day of March, 1999.

Classroom Teachers A.C.U.
Name of First Mortgagee
By: Elayne Harkness
Unit(s) No. 111 TITLE

STATE OF Kentucky }
COUNTY OF Jefferson } SCT.

The aforesaid was signed and acknowledged by ELAYNE HARKNESS
before me this 18 day of March, 1999.

My commission expires 3-16-2003

Theresa Whiteley Notary State at Large
Notary Public 3-16-2003

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 24th day of March, 1999.

L&N Federal Credit Union

Name of First Mortgagee

By: Phyllis Kelly Sr. V.P. Of Lending
TITLE

Unit(s) No. 203

STATE OF Kentucky)
COUNTY OF Jefferson)SCT.

The aforesaid was signed and acknowledged by Phyllis Kelly

before me this 24th day of March, 1999.

My commission expires 7-7-2001

Jamie A. Phibbs
Notary Public KY State at Large

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 19th day of March, 1999.

Roberts Realty & Building Co.
Name of First Mortgagee
By: G. J. [Signature] President
TITLE
Unit(s) No. 205 and 211

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

The aforesaid was signed and acknowledged by _____

before me this 19 day of MARCH, 1999.

My commission expires _____
Notary Public, State at Large, KY
My commission expires Mar. 18, 2002

Beverly [Signature]
Notary Public _____

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 17 day of March, 1999.

National City Mortgage
Name of First Mortgagee
By: Melissa Mickle Branch Manager
Unit(s) No. 208 TITLE

STATE OF Kentucky)
COUNTY OF Jefferson) SCT.

The aforesaid was signed and acknowledged by MELISSA MICKLE
before me this 17 day of March, 1999.

My commission expires April 20, 2002

[Signature]
Notary Public Gregory E. Miles

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 22 day of March, 1999.



~~PNC MORTGAGE CORP. of AMERICA~~

Name of First Mortgagee

By:

BROOKE WILLMAN
ASSISTANT SECRETARY
TITLE

Unit(s) No. 105, 306, 606

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

The aforesaid was signed and acknowledged by Tiffany Y. White
before me this 23 day of March, 1999.

My commission expires September 28, 2000

Tiffany Y. White
Notary Public

* Notary Public *
Tiffany Y. White
Kentucky State-At-Large
My Commission Expires Sept. 28, 2002

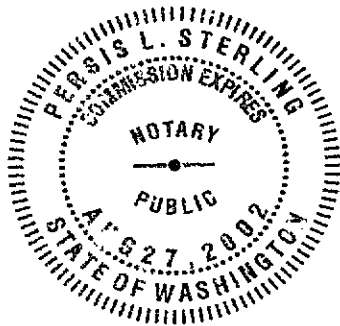
IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 26th day of MARCH, 1999.

WASHINGTON MUTUAL BANK
Name of First Mortgagee
By: [Signature] ASST VP
JON KOELLING TITLE
Unit(s) No. 207

STATE OF washington
COUNTY OF King } SCT.

The aforesaid was signed and acknowledged by JON KOELLING, ASST VICE PRESIDENT
before me this 26th day of March, 1999.

My commission expires August 27, 2002



Persis L. Sterling
Notary Public Residing in Seattle.

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 25th day of March, 1999.

Fifth Third Bank
Name of First Mortgagee

By: Patricia J. Dunn
Assistant Vice President TITLE

Unit(s) No. 112, 303, 311, 611

STATE OF Kentucky)
COUNTY OF Jefferson)SCT.

The aforesaid was signed and acknowledged by Nora Dunn

before me this 25th day of March, 1999.

My commission expires 2-27-02

Nora Dunn
Notary Public 2-27-02

IN WITNESS WHEREOF, and pursuant to Paragraph 22 of the Master Deed for "The Pines", as amended, the Revised and Restated Master Deed and Declaration of Horizontal Property Regime for "The Pines", a Condominium Project, is hereby approved this 18 day of MARCH, 1999.

JEFFERSON COUNTY FEDERAL CREDIT UNION
Name of First Mortgagee

By: Gary S Edele OPERATIONS MANAGER
TITLE

Unit(s) No. 601

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SCT.

The aforesaid was signed and acknowledged by GARY S EDELEN

before me this 18TH day of MARCH, 1999.

My commission expires J. KEVIN LUSH
Notary Public, State at Large, KY
My commission expires Sept. 29, 2001

[Signature]
Notary Public

This instrument was prepared by:

[Signature]
RICHARD V. HORNUNG
HEBEL & HORNUNG
Attorneys at Law
6511 Glenridge Park Place #1
Louisville, Ky. 40222
(502) 429-9790

END OF DOCUMENT

Document No.: DN1999064589
Lodged By: HEBEL & HORNUNG
Recorded On: 04/16/1999 02:48:21
Total Fees: 80.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw
Deputy Clerk: DIAROB

D