

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
CASA BELLA OF 3232 HIKES LANE CONDOMINIUM APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

That the Declaration of Condominium commonly referred to as the Master Deed and filed in Book Number 4452 at Page 167 on August 31, 1971 and added to by an addition thereto filed in the office of said clerk at Book 4453 Page 75 and dated the 2nd day of September, 1971. It is hereby, by this document, amended pursuant to a vote of the owners in accordance with the Articles of Declaration, By-Law, and Horizontal Property Law contained in Kentucky Revised Statutes (KRS) Chapter 381 to read as follows:

1. Article VIII entitled "Method of Amendment of Declaration" shall be amended to read as follows:

METHOD OF AMENDMENT

This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium, called and convened in accordance with the By-Laws of the Association, by the affirmative vote of seventy-five percent (75%) of the Unit Owners present in person or by proxy and casting votes at such meeting. All amendments shall be recorded and certified as required by the Condominium Act (KRS 381). No amendment shall change any Condominium Parcel nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit unless the record owner(s) and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be adopted or passed which shall impair or prejudice the rights and priorities of any institutional first mortgagee. Notwithstanding the foregoing seventy-five percent (75%) of all the Unit Owners may amend the Declaration as set out herein above.

2. Article IX of this Declaration which appears on Page Five (5) and is entitled "By-Laws" shall be amended to read as follows:

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Casa Bella of 3232 Hikes Lane Condominium, a copy of which is attached to this Declaration. The By-Laws may be amended from time to time by vote of the

majority of the council. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Condominium Parcel or Parcels.

3. Section XIII of the Declaration which appears in Page Seven (7) of the Declaration is hereby amended to read as follows:

XIII

PROVISIONS RELATING TO SALE OR RENTAL AND ASSOCIATION'S FIRST RIGHT OF REFUSAL

1. If at any time a Unit Owner desires to sell his Unit, the Association shall have the option to purchase said Unit upon the same conditions as are offered by the Unit Owner to any third person. Any attempt to sell said Unit without prior offer to the Association shall be deemed a breach of this Declaration, shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

2. If any Unit Owner wishes to sell his Condominium Parcel (which means the Unit, together with the undivided share in the Common Elements pertinent thereto), he shall, before accepting any offer to purchase or sell his Condominium Parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information (to be requested within Five (5) days from receipt of such notice) as may be required by the Board of Directors.

3. The Board of Directors, within seven (7) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors, who is willing to purchase upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have seven (7) days from the date of the notice set by the Board of Directors to make a binding offer to buy upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons within said Seven (7) day period,

shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given.

4. It is the desire of the ownership that no unit be subleased or rented, nor shall any unit be occupied by persons other than the Owner of said Unit unless such subletting is a result of hardship and approved by the council at a meeting duly called for the purpose of approving said subletting. However, all Units currently not owner occupied are grandfathered in and said sub-rent is hereby approved. However, upon the sale of said Unit, by the Owner, the Association reserves its right of first refusal and any subsequent purchaser of the Unit from the Owner of record on the date of the enactment of this amendment shall be bound by the restriction contained herein.

5. The liability of the Unit Owner under these covenants and those Unit Owners grandfathered in under Paragraph Number Four (4) above shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

4. Article XV appearing on Page Eleven (11) of the original Declaration shall be amended as follows:

#### USE AND OCCUPANCY OF A UNIT

The Owner of a Unit, shall occupy and use his Condominium Parcel as a single family private dwelling for himself and the members of his family and social guests and as provided in Article XIII herein and for no other purpose. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium property, which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act on or about the Condominium property. A Unit Owner shall not keep any pets in or about the Condominium Parcel and Property except parakeets, cats, and small canines, and said cat and canine shall be allowed only if on leash while on Condominium property.

5. Article XVIII entitled "Termination" is hereby amended as follows:

TERMINATION

This Condominium Association may be voluntarily terminated at any time by a resolution passed by the council and submitted to the membership for their approval at a special meeting called for that purpose and upon the receipt of an affirmative vote of seventy-five percent (75%) of the persons attending the meeting called for that purpose in person or by proxy and signing a document prepared by the council secretary attesting to their consent to the voluntary abandonment of the Condominium Association. Notwithstanding other provisions to the contrary, the notification for a vote on abandonment must be mailed to each and every Unit Owner of record by certified mail and must be mailed not less than Ten (10) days prior to the date scheduled for the meeting upon which the proposition to abandon the Condominium will be voted.

IN TESTIMONY WHEREOF, WITNESS the signature of the President of Casa Bella Condominiums, of 3232 Hikes Lane, and Secretary of Casa Bella Condominiums, of 3232 Hikes Lane.

We hereby certify that the above set out amendments to the Declaration were adopted by the membership pursuant to the method of amendment of this Declaration as set out in Article VIII, Page Four (4).

*Betty J. Williams*  
President, Casa Bella Condominiums

*[Signature]*  
Secretary, Casa Bella Condominiums

COMMONWEALTH OF KENTUCKY )  
 ) SS  
 )  
COUNTY OF JEFFERSON )

Subscribed to, acknowledged and sworn to before me a notary public,  
in and for the State and County aforesaid, by Betty J. Williams,  
President and Rita L. Harp, Secretary of Cassa Bella Condominiums,  
this 7th day of October 1991.

My Commission expires August 28, 1994.

*[Signature]*  
Notary Public State At-Large

This Instrument prepared by:  
*[Signature]*  
Hon. Louis Guenther, Jr.  
Attorney-At-Law  
3529 Hughes Road  
Louisville, Kentucky 40207  
(502) 896-1448

LOANED BY *[Signature]*  
AND RECORDED  
99 OCT -8 AM 11:49  
PAB 3  
REBECCA JACKSON J.C.C.  
*[Signature]*  
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END OF DOCUMENT 6109 not 149 ✓