## SECOND AMENDMENT TO FIRST AMENDED AND RESTATED MASTER DEED OF CONDOMINIUM PROPERTY REGIME FOR COPPERSHIRE CONDOMINIUM HOMES

This Second Amendment to First Amended and Restated Master Deed for the Coppershire Condominium Homes is made at the direction of the Coppershire Condominium Association, Inc., a Kentucky non-profit, non-stock, corporation, as an amendment to the First Amended and Restated Master Deed for Coppershire Condominium Homes, signed September 1, 2014, and filed of record in Deed Book 10309 Page 0889, in the Office of the Clerk of Jefferson County, Kentucky, is made this Application of The Compensation of The

WHEREAS, the Coppershire Condominium Association, Inc., as successor in interest to the Declarant, believes the First Amended and Restated Master Deed needs to be amended to update certain provisions;

WHEREAS, the Coppershire Condominium Association, Inc., at a duly called and noticed meeting on the 23d day of July, 2022, having approved an amendment to Article IX of the First Amendment and Restated Master Deed pursuant to the provisions therein;

**NOW, THEREFORE,** in accordance with the foregoing preambles, which are hereby incorporated herein, the Coppershire Condominium Association, Inc. hereby declares that the First Amended and Restated Master Deed shall be and hereby is amended such that the following language is added to Article IX:

(D) Notwithstanding any provision of the Master Deed to the contrary, the number of properties leased or rented to others shall not exceed 16 in number during any calendar year beginning on the date of the approval of this amendment. No additional unit shall be leased to, nor shall any additional unit be occupied by a tenant or other person who pays rent, and/or is not a relative of the unit owner, unless the unit owner held legal title to the unit and the unit was used for rental purposes prior to the recording of this amendment in the Office of the Clerk of Jefferson County, Kentucky. The status of rental properties will be subject to the Coppershire Board of Directors review in January of each subsequent year.

A landlord is defined as an individual property owner. The Association's preference is that an owner who chooses to rent a unit to a tenant also owns and resides in another unit in Coppershire condominium Association to facilitate Coppershire community interests.

Any owner wishing to rent their property must meet the following requirements:

- (1) The owner must apply to the Board for approval to rent a unit.
- (2) The owner must verify ownership of the property intended to be used as a rental unit by submitting a copy of the Title.
- (3) The owner must supply a copy of the intended contract or lease which must include the provisions that the tenant or non-owner occupant *shall* abide by *all*

requirements of the Master Deed and the current Coppershire Rules and Regulations, which shall include all provisions as specified in these Guidelines.

(4) Application for a rental renewal must be submitted to the Board 30 days prior to the termination of the current annual lease.

In the event of the sale of a unit previously rented to a non-owner occupant or non-family member, the owner must provide the buyer with copies of the Master Deed, Bylaws, and the current Rules and Regulations. The rental approval *shall* not transfer to a new owner with the sale of the property.

IN WITNESS WHEREOF, the Coppershire Condominium Association, Inc. executes this Second Amendment to First Amended and Restated Master Deed on this 20 day of February, 2023.

Coppershire Condominium Association, Inc. a Kentucky Non-profit Corporation

By: Mosent Schuge.

Alison Johnson, President

Commonwealth of Kentucky )

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County of Jefferson

Subscribed and sworn to before me by Alison Johnson this 27 day of February, 2023. My commission expires February 4, 2023. Notary ID: 616638

Stephen T. Porter

Notary Public, State at Large, Kentucky

This instrument prepared by:

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