

FAYETTE CO, KY FEE \$140.00

SUSAN LAMB
COUNTY CLERK

PRESENTED/LODGED: 07/03/2025 12:59:12 PM

BOBBIE MARSTELLA, DEPUTY CLERK

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SECOND AMENDMENT TO DECLARATION OF MASTER DEED FOR BLUEGRASS COMMONS CONDOMINIUM HOMES

This Second Amendment to Declaration of Master Deed for Bluegrass Commons Condominium Homes ("Second Amendment") is made this 3rd day of July 2025, by Bluegrass Commons Condominiums Association of Unit Owners, Inc. ("Bluegrass Commons").

WITNESSETH:

WHEREAS, the Unit Owners of Bluegrass Commons, which consists of that property described in the Declaration of Master Deed for Bluegrass Commons Condominium Homes ("Master Deed"), as modified and amended by the Agreement Pertaining to Bluegrass Commons Condominium Homes and the Amendment to Declaration of Master Deed for Bluegrass Commons Condominium Homes ("First Amendment"), desire to amend the Master Deed and make certain changes to the duties and responsibilities regarding insurance coverage;

WHEREAS, the Unit Owners are comprised of the current owners of condominium units pursuant to the Master Deed dated August 12, 2008, and of record in Deed Book 2825, Page 547 and Condo Deed Book 77, Page 105 in the Fayette County Clerk's Office, which was amended by the First Amendment to Master Deed dated July 23, 2015, and of record in Deed Book 3329, Page 429 and Condo Deed Book 105, Page 328 in the Fayette County Clerk's Office;

WHEREAS, pursuant to Section XIX(d) of the Master Deed, which governs amendments to the Master Deed, the Unit Owners desire to amend the Master Deed in order to change redefine definitions, to change the boundaries of units, and to change the duties and responsibilities regarding insurance coverage;

Mail to Attorney

NOW, THEREFORE, Bluegrass Commons and its Unit Owners declare as follows:

1. Bluegrass Commons, by virtue of a vote of 2/3 or more of the Unit Owners in favor of this Second Amendment, hereby amends Sections II, IX, XII, and N of the Master Deed as follows:

(AMENDED) SECTION II, SUBSECTION E. "Common Elements" and "Common Area" are synonymous and mean all of the Land and the building(s) and other property, except that there shall be nothing within any Unit that shall be included in the term "Common Elements" or "Common Area."

(AMENDED) SECTION II, SUBSECTION J. "Limited Common Elements" shall be synonymous with "Limited Common Area" and means those portions of the common elements which are reserved or reasonably meant for the use of a particular Unit or Units, but less than all Unit owners, to the exclusion of the owners of the other Units.

(AMENDED) SECTION II, SUBSECTION O. "Unit" or "Condominium Unit" means a portion of the Development as more particularly described in Exhibits A and B to the Master Deed, as modified and amended by the First Amendment and Exhibit A to the First Amendment, that is subject of individual ownership by an Owner. The boundaries of each Unit are as follows:

(i) Upper Boundary: The horizontal plane of the interior unfinished surfaces in the ceilings within each Unit (as applicable). In addition, in certain Units, the ceilings within different portions of the Unit may be at different elevations; in such cases, the upper boundary of the Unit shall not be a single plane, but shall vary with the differing finished ceiling elevations within different portions of the Unit.

(ii) Lower Boundary: The horizontal plane of the top surface of the subflooring within each Unit. In certain Units, the floors within different portions of the Unit may be at different elevations; in such cases the lower boundary of a Unit shall not be a single plane, but shall vary with the differing finished floor elevations within different portions of the Unit.

(iii) Vertical Boundaries: The vertical planes that include the interior unfinished surfaces of all walls bounding the Unit, extended to intersections with each other, and with the upper and lower boundaries.

All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, windows, doors, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, floors, and ceilings shall constitute part of the Unit. If any chute, flue, duct, wire, pipe for water or sewer, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries

of a Unit, any portion thereof serving only that Unit shall be a Limited Common Element allocated to that Unit, and any portion thereof serving more than one Unit, or any portion of the Common Elements, shall be a Common Element. The Unit Owner is responsible for the upkeep, maintenance, and repair of their Unit.

(AMENDED) SECTION IX - INSURANCE. Bluegrass Commons shall carry a master policy ("Master Policy") of fire and extended coverage, property, vandalism, malicious mischief and liability insurance on the portions of the Common Elements and Limited Common Elements (but not the Unit as that term is defined in Section II, Subsection (O) of this Second Amendment to the Master Deed) in an amount not less than one hundred percent (100%) of the replacement cost of the portions of the Common Elements and Limited Common Elements outside of the Units at the time such insurance is purchased and at the time of each renewal thereof (excluding the cost of foundations and footings, and the cost of the Units and any personal property supplied or installed by Unit Owners), with a commercially reasonable deductible not in excess of \$10,000.00 (Ten Thousand Dollars) or 25% (Twenty-Five Percent) of the Reserve fund, whichever amount is less. The policy shall be issued by an insurance company properly licensed to do business in the Commonwealth of Kentucky, with a general policyholder's rating of at least "A-" in the most recent edition of the Best's Key Rating Guide. The policy shall provide that each Unit Owner is an insured person with respect to his Unit and his allocated interest in the Common Elements. The policy shall contain an inflation guard endorsement, if available, and a construction code endorsement, if available, as well as a special condominium endorsement providing as follows: for waiver of subrogation against any Unit Owner, and any Unit Owner's employees or agents; that it may not be cancelled or substantially modified without at least 30 (Thirty) days' prior written notice to Bluegrass Commons and all insureds, including all Unit Owners and mortgagees; that no act or omission by any Unit Owner will preclude recovery upon such policy; and that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, then the Bluegrass Commons policy provides primary insurance. Each property insurance policy shall provide that adjustment of loss shall be made by the Board of Directors for Bluegrass Commons as insurance trustee. Each property insurance policy shall provide for the issuance of certificates of mortgagee endorsements to mortgagees.

All insurance policies procured by Bluegrass Commons shall provide that all losses shall be adjusted with and all proceeds shall be payable to Bluegrass Commons and its Board of Directors shall act as insurance trustee. The sole duty of the Board of Directors as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes set forth herein and for the benefit of the Owners and their Mortgagees in the following shares:

(a) Proceeds on account of damage to the Common Elements shall be held in undivided shares for each Owner and his mortgagee, if any, each Owner's share to be the same as such Owner's allocated Common Elements Interest.

(b) Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the damage is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage to each such Owner's Unit, which cost shall be determined by the Board of Directors.

(ii) When the damage is not to be restored, an undivided share for each Owner, such share being the same as each such Owner's allocated Common Elements Interest.

(c) In the event that a mortgagee endorsement or certificate has been issued with respect to a Unit, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their respective interests may appear.

(d) Proceeds of insurance policies received by the Board of Directors as insurance trustee shall be distributed to or for the benefit of the Owners in the following manner:

(i) If it is determined, as provided in Section N, Subsection 7 below, that the damaged property with respect to which the proceeds are paid shall not be reconstructed or repaired,

- A. the proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the rest of the Condominium;
- B. the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of these Units and Units to which those Limited Common Elements were allocated or to their Mortgagees, in proportion to their respective Common Elements Interests; and
- C. the remainder of the proceeds shall be distributed to all Owners or Mortgagees, as their interests may appear, in proportion to their respective Common Elements Interests.

(ii) if the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after payment of such repair costs shall be distributed to the beneficial Owners and their Mortgagees, if any, jointly.

Nothing above shall be interpreted as requiring Bluegrass Commons or its Board of Directors to purchase insurance coverage for individual Units. The individual

Unit Owner has the sole duty and responsibility to purchase such coverage as described below.

(NEW) SECTION IX, SUBSECTION B. The Master Policy shall not include coverage for anything within any Unit, as that term is defined in Section II. Subsection O of this Second Amendment to the Master Deed, nor coverage for any of the following located within a Unit or which is connected to a Unit and which exclusively serves that Unit: plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone, internet, window panes, garbage disposal, storm and screen doors and windows, if any, fixtures, and any other equipment located within or connected to the Unit and which exclusively serves that Unit.

(NEW) SECTION IX, SUBSECTION C. Unit Owners shall obtain, and keep continuously in force, insurance at their own expense for their Unit, including for fire and extended coverage in an amount not less than one hundred percent (100%) of the replacement cost of their Unit. Unit Owners shall obtain, and keep continuously in force, comprehensive personal liability insurance covering liability for damage to person and property of others located within such Unit Owner's Unit, or in another Unit in the Development, or upon Common Elements and Limited Common Elements resulting from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Board of Directors, but in no case less than Two Hundred Thousand Dollars (\$200,000) for each occurrence. The Board of Directors and the Unit Owners shall use their best efforts to see that all property and liability insurance carried by a Unit Owner or by Bluegrass Commons shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners or Bluegrass Commons and its Unit Owners as the case may be. Each Unit Owner shall file a copy of each such individual policy with the Board of Directors within 30 (Thirty) days after purchase. If the Unit Owner fails to file a copy of each such insurance policy within that 30 (Thirty) day period, then that Unit Owner shall be assessed the sum of \$250.00 (Two Hundred Fifty Dollars), which assessment shall automatically become a lien on that Unit, even if such lien is not recorded with the Fayette County Clerk. The Unit Owner shall be assessed an additional \$250.00 (Two Hundred Fifty Dollars) for each such 30 (Thirty) day period in which that Unit Owner fails to file a copy of each insurance policy, which shall also automatically become a lien on that Unit. Bluegrass Commons shall be entitled to recover from the offending Unit Owner all of its reasonable attorneys fees and costs incurred in collecting these assessments.

(NEW) SECTION IX, SUBSECTION D. Each Unit Owner shall be deemed to appoint the Board of Directors as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limitation on the generality of the foregoing, the Board of Directors, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to

distribute the same to Bluegrass Commons, the Unit Owners, and their respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Development as shall be necessary or convenient to accomplish the foregoing; and any insurer may deal exclusively with the Board of Directors in regard to such matters. Neither the Board of Directors nor Bluegrass Commons shall be responsible for procurement or maintenance of any insurance covering Units, as that term is defined in Section II, Subsection O of this Second Amendment to the Master Deed.

(NEW) SECTION IX, SUBSECTION E. In the event of damage to or destruction of a building as a result of fire or other casualty, the Board of Directors shall arrange for the prompt restoration and replacement of the building unless: (a) the Condominium Property Development is terminated, or (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) two thirds (2/3) of the building is destroyed and the Unit Owners decide not to rebuild by a vote of eighty percent (80%) of the votes of the Unit Owners, including one hundred percent (100%) of the votes held by Owners of Units not to be rebuilt and one hundred percent (100%) of the votes held by Owners of Units to which are assigned Limited Common Elements not to be rebuilt. Unless one of the preceding three conditions occurs, the Board of Directors shall arrange for the prompt repair and restoration of the building, not including any decoration or covering for walls, ceilings, or floors, or furniture, furnishings, fixtures or equipment (unless the subject insurance policy covers a portion or all of such loss, in which event Bluegrass Commons shall repair or replace such damaged property), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any payment for repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated Common Elements Interests shall be automatically reallocated upon the vote to the remaining Units based on the respective Common Elements Interest.

SECTION XII, SUBSECTION B. No livestock or poultry of any kind shall be raised, bred or kept in or around a Unit. However, domesticated animals, limited to dogs, cats, and fish, are permitted.

SECTION XII, SUBSECTION J. In the event a general common element or improvement, excluding a Unit, is damaged or destroyed through the negligent or culpable act of a Unit owner or any of the Unit Owner's agents or employees, such Unit Owner does hereby irrevocably authorize the Board of Directors to repair the damaged element, building or improvement, and the Board of Directors shall so repair the damaged general common element, building or improvement. The Unit Owner shall then repay the Board of Directors in the amount actually expended for repairs less any insurance proceeds received. The Unit Owner shall also be responsible for reimbursing Bluegrass Commons for any and all insurance deductibles paid by Bluegrass Commons. Each Unit Owner further agrees that these

charges for repairs and the deductible(s), if not paid within ten (10) days after completion of the work, shall become a lien upon the interest of such Unit Owner and to the Unit and shall continue to be such lien until fully paid. This lien shall be enforceable as provided in the Master Deed.

2. The president of Bluegrass Commons by signing this Second Amendment, hereby affirms and declares that the foregoing Second Amendment passed with at least 2/3 of the Unit Owners voting in favor of this Second Amendment, which is supported by the attached signature pages of those Unit Owners.

IN WITNESS WHEREOF, the Bluegrass Commons has hereunto set its hand effective as of the day and year first above written:

SIGNATURE PAGES FOLLOW

Bluegrass Commons Condominiums
Association of Unit Owners, Inc.

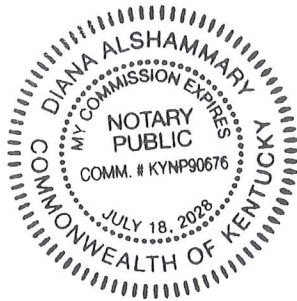
By: Heather Auger

Its: President

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed, sworn and acknowledged before me by Heather Auger as
President of Bluegrass Commons Condominiums Association of Unit Owners,
Inc., a Kentucky non-profit corporation, on behalf of said corporation, on this 2 day of
July, 2025.

My commission expires: July KYNP90676 Notary ID#: KYNP90676
28, 2028



Diana Alshammary (Print)
NOTARY PUBLIC,
KENTUCKY, STATE AT LARGE

Diana Alshammary (Sign)
NOTARY PUBLIC,
KENTUCKY, STATE AT LARGE

Prepared by:

MILLER, GRIFFIN & MARKS, P.S.C.
271 W. Short Street, Suite 600
Lexington, Kentucky 40507
Telephone: (859) 255-6676

By: Elliott C. Miller
Elliott C. Miller

CONFIRMATION AND RATIFICATION OF SECOND AMENDMENT

The undersigned, being Unit Owners of record of Units authorized to vote and members of Bluegrass Commons, and constituting more than 2/3 of the votes of the Unit Owners, do hereby ratify and confirm the Restated and Amended Bylaws to which these signatures are attached.

The owner of 145 Virigina Avenue, Unit 101, Bluegrass Fillies M and M Management Services LLC, through its managing member Marrialana Prince, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:


BLUEGRASS FILLIES M AND M
MANAGEMENT SERVICES, LLC

By: 

Its: _____

The owner of 145 Virigina Avenue, Unit 102, Bluegrass Fillies M and M Management Services LLC, through its managing member Marrialana Prince, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

BLUEGRASS FILLIES M AND M
MANAGEMENT SERVICES, LLC

By: 

Its: _____

The owner of 145 Virigina Avenue, Unit 103, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: _____

Its: _____

The owner of 145 Virigina Avenue, Unit 101, Bluegrass Fillies M and M Management Services LLC, through its managing member Marrialana Prince, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

BLUEGRASS FILLIES M AND M
MANAGEMENT SERVICES, LLC

By: _____

Its: _____

The owner of 145 Virigina Avenue, Unit 102, Bluegrass Fillies M and M Management Services LLC, through its managing member Marrialana Prince, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

BLUEGRASS FILLIES M AND M
MANAGEMENT SERVICES, LLC

By: _____

Its: _____

The owner of 145 Virigina Avenue, Unit 103, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virigina Avenue, Unit 105, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virigina Avenue, Unit 204, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virigina Avenue, Unit 210, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virginia Avenue, Unit 105, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virginia Avenue, Unit 204, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virginia Avenue, Unit 210, Nicholas Jackson, LLC, through its managing member Vida Laureano, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

NICHOLAS JACKSON, LLC

By: Vida Laureano

Its: Managing Member

The owner of 145 Virginia Ave, Unit ~~210~~¹⁰³ VL
Nicholas Jackson, LLC, through its managing member,
Vida Laureano, hereby votes in favor of the
adoption of these Restated and Amended Bylaws
and approves it being recorded with the Fayette
County Clerk.

Nicholas Jackson, LLC
By: Vida Laureano
Its Managing Member

The owner of 145 Virginia Avenue, Unit 104, Ayodele Abraham, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AYODELE ABRAHAM

The owner of 145 Virigina Avenue, Unit 106, Vandana Sriram, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

VANDANA SRIRAM

The owner of 145 Virigina Avenue, Unit 107, Jackie Zheng, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

JACKIE ZHENG

The owner of 145 Virigina Avenue, Unit 214, Jackie Zheng, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

JACKIE ZHENG

The owners of 145 Virigina Avenue, Unit 108, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

David McCall

DIANE MCCALL

Diane McCall

The owners of 145 Virigina Avenue, Unit 109, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

David McCall

DIANE MCCALL

Diane McCall

The owners of 145 Virigina Avenue, Unit 201, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

David McCall

DIANE MCCALL

Diane McCall

The owners of 145 Virigina Avenue, Unit 212, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

DIANE MCCALL

The owners of 155 Virigina Avenue, Unit 102, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

David McCall

DIANE MCCALL

Diane McCall

The owners of 155 Virigina Avenue, Unit 104, David and Diane McCall, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

DAVID MCCALL

DIANE MCCALL

The owner of 145 Virginia Avenue, Unit 110, Timothy Stumbo, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

TIMOTHY STUMBO



The owner of 145 Virgina Avenue, Unit 111, Auger Holding, LLC, through its managing member Dean Auger, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AUGER HOLDING, LLC

By: 

Its: Member 100%

The owner of 145 Virgina Avenue, Unit 112, Auger Holding, LLC, through its managing member Dean Auger, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AUGER HOLDING, LLC

By: 

Its: Member 100%

The owner of 145 Virgina Avenue, Unit 205, Auger Holding, LLC, through its managing member Dean Auger, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AUGER HOLDING, LLC

By: 

Its: Member 100%

The owner of 145 Virigina Avenue, Unit 208, Auger Holding, LLC, through its managing member Dean Auger, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AUGER HOLDING, LLC

By:  _____

Its: Member 100% _____

The owner of 155 Virigina Avenue, Unit 203, Auger Holding, LLC, through its managing member Dean Auger, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

AUGER HOLDING, LLC

By:  _____

Its: Member 100% _____

AMENDED AND RESTATED BYLAWS FOR THE ADMINISTRATION OF BLUEGRASS
COMMONS CONDOMINIUMS ASSOCIATION OF UNIT OWNERS, INC.

The proposed Amended and Restated Bylaws for the Administration of Bluegrass Commons Condominiums Association of Unit Owners, Inc., which will be adopted and recorded if 2/3 or more of the unit owners vote in favor of the amendment, is attached to this ballot. The Amended and Restated Bylaws for the Administration of Bluegrass Commons Condominiums Association of Unit Owners, Inc. shall only take effect if a sufficient number of unit owners vote in favor of the Second Amendment to Declaration of Master Deed. Each lot owner should review the proposed amendment before casting his/her vote which is effectuated by placing an "X" mark by YES or NO below, signing the Ballot below, and returning it to the Secretary.

VOTE ON AMENDED BYLAWS: Do you vote in favor of the attached Amended and Restated Bylaws for the Administration of Bluegrass Commons Condominiums Association of Unit Owners, Inc.?

YES X NO _____

DESIGNATED PROPERTY OWNER:

PROPERTY ADDRESS:

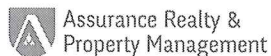
Print name: Richard Murrell 145 Virginia Ave Unit 113

Signature: Richard Murrell Lexington, Ky. 40508

ATTACHED ARE THE PROPOSED SECOND AMENDMENT TO DECLARATION OF
MASTER DEED AND AMENDED AND RESTATED BYLAWS

END VOTING BALLOT

2



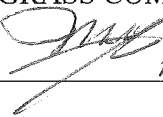
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You are receiving this email because you opted in via our website.

The owner of 145 Virginia Avenue, Unit 114, Bluegrass Commons, LLC, through its managing member Amy Jones or Matthew Jones, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

BLUEGRASS COMMONS, LLC

By: _____


MATT JONES

Its: _____

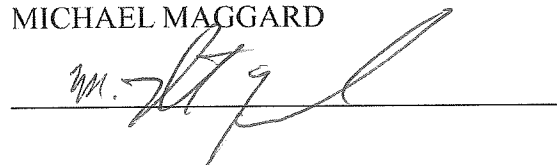
MANAGER

The owner of 145 Virginia Avenue, Unit 202, Mohammad Afzal, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

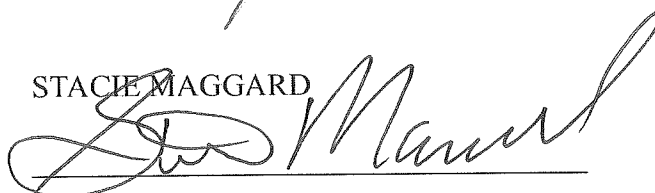
MOHAMMAD AFZAL

The owners of 145 Virigina Avenue, Unit 203, Michael and Stacie Maggard, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

MICHAEL MAGGARD

A handwritten signature in cursive script, appearing to read "M. Maggard", written over a horizontal line.

STACIE MAGGARD

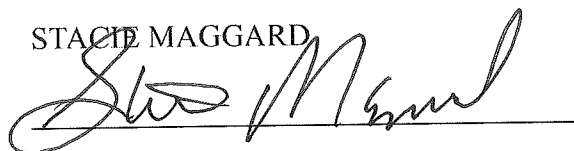
A handwritten signature in cursive script, appearing to read "Stacie Maggard", written over a horizontal line.

The owners of 145 Virigina Avenue, Unit 212, Michael and Stacie Maggard, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

MICHAEL MAGGARD

A handwritten signature in cursive script, appearing to read "M. Maggard", written over a horizontal line.

STACIE MAGGARD

A handwritten signature in cursive script, appearing to read "Stacie Maggard", written over a horizontal line.

The owner of 145 Virginia Avenue, Unit 206, Walter and Lake, LLC, through its managing member Adolph Walter, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

WALTER AND LAKE, LLC

By: Adolph Walter
Walter and Lake LLC

Its: Owner/Partner

OFFICIAL BLUEGRASS COMMONS CONDOMINIUMS ASSOCIATION
UNIT OWNER VOTING BALLOT

The undersigned, being a deeded owner of a unit within the Bluegrass Commons Condominiums Association, hereby casts the official vote for said unit on whether to amend the Declaration of Master Deed for Bluegrass Commons Condominium Homes, and whether to amend the Bylaws for Administration of Bluegrass Commons Condominiums Association of Unit Owners, Inc.

SECOND AMENDMENT TO DECLARATION OF MASTER DEED
FOR BLUEGRASS COMMONS CONDOMINIUM HOMES

The proposed Second Amendment to Declaration of Master Deed for Bluegrass Commons Condominium Homes, which will be adopted and recorded if 2/3 or more of the unit owners vote in favor of the amendment, is attached to this ballot. The Second Amendment shall only take effect if a sufficient number of unit owners also vote in favor of the Amended and Restated Bylaws for the Administration of Bluegrass Commons Condominiums Association of Unit Owners, Inc. Each lot owner should review the proposed amendment before casting his/her vote which is effectuated by placing an "X" mark by YES or NO below, signing the Ballot below, and returning it to the Secretary.

VOTE ON SECOND AMENDMENT: **Do you vote in favor of the attached Second Amendment to Declaration of Master Deed for Bluegrass Commons Condominium Homes?**

YES


X

NO

DESIGNATED PROPERTY OWNER:

PROPERTY ADDRESS:

Print name: NASIR SIDDIQI 145 Virginia Ave, #207

Signature:  Lexington, KY 40508

The owner of 145 Virginia Avenue, Unit 209, Gabrielle Van Scoy, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

GABRIELLE VAN SCOY




The owners of 145 Virginia Avenue, Unit 211, Wayne and Beverly Popham, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

WAYNE POPHAM

BEVERLY POPHAM

The owner of 145 Virginia Avenue, Unit 213, Ashraf Abou-el-ezz, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

ASHRAF ABOU-EL-EZZ

A handwritten signature in dark ink, appearing to read "A. Abou-el-ezz", is written over a horizontal line. Below this line, there is a long, sweeping horizontal stroke that extends across the width of the signature.

The owners of 155 Virginia Avenue, Unit 101, Horacio and Mabel Zaglul, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

HORACIO ZAGLUL



MABEL ZAGLUL

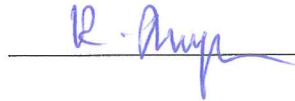


The owners of 155 Virigina Avenue, Unit 103, Harsa and Kalyani Abeyratna, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

HARSA ABEYRATNA

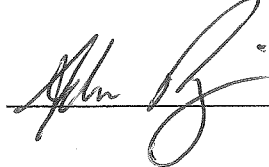


KALYANI ABEYRATNA

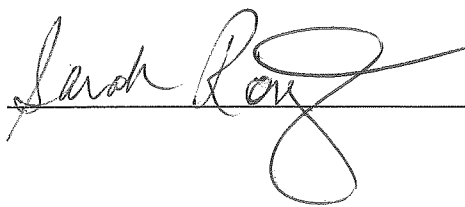


The owners of 155 Virginia Avenue, Unit 201, Adam and Sarah Ronniger, hereby vote in favor of the adoption of these Restated and Amended Bylaws and approve it being recorded with the Fayette County Clerk:

ADAM RONNIGER

A handwritten signature in cursive script, appearing to read "Adam B.", written over a horizontal line.

SARAH RONNIGER

A handwritten signature in cursive script, appearing to read "Sarah Ronniger", written over a horizontal line.

The owner of 155 Virginia Avenue, Unit 202, Shirley Topmiller, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

SHIRLEY TOPMILLER

Shirley Topmiller

The owner of 155 Virginia Avenue, Unit 204, Hal Friedman, hereby votes in favor of the adoption of these Restated and Amended Bylaws and approves it being recorded with the Fayette County Clerk:

HAL FRIEDMAN

END OF DOCUMENT