

**MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY
REGIME**

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Deed Book 6673
Page 811

Rebecca Jackson, Clerk
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**MASTER DEED AND DECLARATION
OF CONDOMINIUM PROPERTY REGIME
FOR
ASHWOOD BLUFF CONDOMINIUMS**

THIS MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY REGIME (the "Master Deed") is made and entered into this 25 day of Nov, 1995, by RUDY LANE, INC. as owner, and THE COMMONWEALTH BANK & TRUST COMPANY as Mortgagee and Joinder Party.

WITNESSETH:

WHEREAS, Rudy Lane, Inc. is the owner in fee simple of certain real estate hereinafter described located on Rudy Lane in Louisville, Jefferson County, Kentucky, which when fully developed shall be improved with not more than 76 habitable Units (the "Units");

WHEREAS, Rudy Lane, Inc. desires to, and does hereby submit and subject such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon or hereafter erected, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Kentucky Horizontal Property Law, KRS 381.805 to 381.910, as amended;

WHEREAS, Rudy Lane, Inc. desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself, its successors and assigns, and all future owners of any part of said real estate, and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Property and all Units; and

WHEREAS, Rudy Lane, Inc. desires and intends that the several Unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest 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, Rudy Lane, Inc., as the present owner and developer of the Property, declares as follows:

1. 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 minor plat of record in Deed Book 6400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated ~~January 10, 1996~~, of record in Deed Book ~~6548~~, Page ~~435~~, in the Office of the Clerk aforesaid.

Said real estate and improvements thereon and appurtenances thereto shall be known as Ashwood Bluff Condominiums.

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: "Condominium," "Master Deed," and "Person." The term "Property" as used in this Master Deed means all of the land, property, and space comprising the real estate described herein and all improvements and structures erected, constructed, or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereon, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the property by the property owners. "General Common Elements" shall have the meaning given to the term in Section 5 hereof. "Limited Common Elements" shall have the meaning given to the term in Section 6 hereof. The term "Unit" as used herein and throughout this Master Deed shall mean a "Unit" as defined in KRS 381.810(1) as amended, together with the percentage of undivided ownership interest in the Common Elements allocated to such Unit in accordance with Section 6, subject to readjustment of such percentage of undivided interest in the Common Elements in accordance with Section 2 herein.

2. Description of the Buildings. The buildings constructed and to be constructed at Ashwood Bluff Condominiums are fully described in a set of floor plans of the buildings filed simultaneously with the recording hereof pursuant to KRS 381.835 (the "Floor Plans"), and attached hereto as Exhibit A.

Ashwood Bluff Condominiums shall be developed in two or more phases and when totally developed shall consist of not more than 76 Units. Phase I shall consist of 12 Units (four Townhouse Units in Building 5; eight Flats in Buildings 6 and 7, as shown on the Floor Plans and the revised District Development Plan attached hereto as Exhibits A and B, respectively.

The 44 Units to be constructed in Phase 2 shall be located in those areas so designated on the attached plans referred to above. The remaining 20 permitted Units shall be located as designated on plans attached to a future amendment to this Master Deed. When developed, said Units and all Common Elements appurtenant thereto shall be subject to the condominium regime created hereby and to all of the terms, conditions, privileges and obligations thereof by amendment or addendum to this Master Deed.

3. **Future Amendments.** Each owner of a Unit, by acceptance of a deed to that Unit thereto further acknowledges, consents, and agrees to any future amendment of this Master Deed that is recorded as follows:
- a. the portion of the additional Common Areas described in any such amendment shall be governed in all respects by the provisions of this Master Deed;
 - b. the percentage of ownership in the Common Elements appurtenant to each Unit shall be shifted and reallocated to the extent set forth in any such recorded amendment of Master Deed and upon the recording of any such amendment the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded amendment, shall thereby be and be deemed to be released and divested from such Unit owner and reconveyed and reallocated among the other Unit owners as set forth in any such recorded amendment;
 - c. each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of any amendment to this Master Deed, be divested pro tanto to the reduced percentage set forth in such amendment and vested among the other Unit owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of any such recorded amendment to this Master Deed;
 - d. a right of revocation is hereby reserved by Rudy Lane, Inc. in any such deed, mortgage or other instrument with respect to a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit;

- e. the percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed thereto by a recorded amendment to this Master Deed and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any mortgage shall automatically include and attach to such additional Common Elements as such amendments to this Master Deed are recorded;
- f. each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Master Deed for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific Units as may be provided in any amendment to this Master Deed;
- g. the recording of any amendment to this Master Deed shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording;
- h. each owner, by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Master Deed and any amendment to this Master Deed is and shall be deemed to be in accordance with the Condominium Property Regime of Kentucky and for the purposes of this Master Deed and the Condominium Property Regime of Kentucky, any changes in the respective percentages of ownership in the Common Elements as set forth in any amendment to this Master Deed shall be deemed to be made by agreement of all Unit owners;
- i. Rudy Lane, Inc. reserves the right to amend this Master Deed at any time in such manner, and each Unit owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph to comply with the Horizontal Property Law of Kentucky as it may be amended from time to time; and
- j. the foregoing provisions of this Master Deed and the deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other so that a valid shifting of the Common Elements can be accomplished.

In furtherance of the foregoing, an irrevocable power of attorney coupled with an interest is hereby granted and reserved unto Rudy Lane, Inc., its successors and assigns, excepting therefrom individual Unit owners, to shift and re-allocate from time to time the percentage of ownership set forth in any addendum or amendment to this Master Deed pursuant to this paragraph. Each execution of a deed of conveyance, mortgage or other instrument with respect to a Unit and the acceptance thereof, shall be deemed a grant, and an acknowledgement of and be deemed conclusive evidence of the consent of the parties thereto to such reservation of power to Rudy Lane, Inc. as Attorney in Fact and Rudy Lane, Inc., its successors and assigns, the power to shift and re-allocate from time to time the percentages of ownership in the Common Elements appurtenant to each Unit set forth in any recorded addendum or amendment to this Master Deed. Further, Rudy Lane, Inc. specifically reserves unto himself and his successors and assigns, the right to determine the percentage of ownership in Common and Limited Common Elements and appurtenances to Common and Limited Common Elements to each Unit set forth in any such recorded amendment and the location of all future Units and buildings on areas not yet included as Common Areas.

4. Units. The Unit numbers of each of the Units of Phase I (Buildings 5, 6, and 7) are fully set forth in the Floor Plans and delineated on Exhibit A-1 attached hereto.

a. The total number of Units in Phase I shall be 12. Unassigned percentages of ownership of these contemplated Units shall be designated by this document.

b. The appropriate location, dimensions and Immediate Common Area(s) and Limited Common Areas to which each Unit has access are set forth in said Floor Plans. The legal description of each Unit shall consist of its number as aforesaid followed by the words, "Ashwood Bluff Condominiums Horizontal Property Regime." Each Unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated finished surfaces of the ceiling, floor, and perimeter walls of each Unit as are shown on said Floor Plans attached hereto, and shall include the exclusive right to use the Limited Common Elements immediately adjacent to said Unit as shown by said Floor Plan described herein.

c. No Unit shall by deed, plat, court decree, or otherwise be subdivided or in any manner separated into tracts or parcels smaller than the whole Unit as shown on the Floor Plans.

d. If two horizontally adjoining Units are purchased simultaneously by one party, the wall separating the Units may be wholly or partially removed, if said wall is not a load-bearing wall, does not contain

any ducts or utility lines serving other Units and such removal is approved by the Board. The voting rights, percentage interest and maintenance charges attributable to each Unit shall not be altered by reason of said removal. However, if said wall is replaced it shall not thereafter be removed without the unanimous approval of the Board.

e. The Unit numbers for Phase II shall be set forth in subsequent Amendments to this Master Deed with applicable floor plans attached thereto.

5. **Description of the Common Elements.** The General Common Elements shall consist of all property (as hereinafter defined), excepting the individual Units and fixtures therein and excepting any portion of the Property or appurtenances thereto described as Limited Common Elements, and shall include, but not be limited to, the land and any improvements and fixtures attached thereto, stairways, entrances and exits, storage areas, social rooms, swimming pool and pool house, walkways, roofs, terraces, if any, or pipes, ducts, electrical wiring and conduits, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the Units), perimeter walls of the Units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walks and outside driveways, grading, landscaping, and all other portions of the property except the individual Units and any Limited Common Elements attached hereto. Heating, ventilating and air conditioning equipment serving a single Unit is not a Common Element. Structural columns and load bearing walls located within the boundary of the Unit shall be part of the General Common Elements. Common Elements shall include tangible personal property used for the maintenance and operation of said horizontal property regime even though owned by the Homeowners' Association hereinafter described. Any parking area or other paved portion of the regime allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit.

6. **Definition and Description of Limited Common Elements.** A Limited Common Element is a Common Element whose ownership or percentage of ownership is conveyed by deed, will, or other evidence of conveyance of a Unit. It is a Limited Common Element which shall be maintained (except as specified herein), by the Unit owner and limited to the use, enjoyment and occupancy of the particular Unit or Units.

The patio, entrance and exits to the Units, storage areas, terraces, garden areas, garages, decks, porches, balconies, parking area specifically assigned to a Unit as shown on the plans filed herewith, rear

courtyards, if enclosed, and that limited common area designated for patios, courtyards or garden areas shown on plans filed herewith or on any amendment, adjoining or specifically designed for a Unit shall be a Limited Common Element.

Garages and driveway entrances which are designated for an Individual Unit or Units are Limited Common Elements and are shown on the plans attached. The interior shall be maintained by the Unit owner or owners.

Any Unit owner shall be allowed to enclose the porch designated for that Unit, provided it be with glass or material which is clear and can be seen through from either side. All methods of enclosure must be approved in writing by Rudy Lane, Inc. or the Association in advance.

7. Percentage Interest (building and Units, as built, and shown on plans filed herewith).

Percentage interests in the Common Elements are calculated to the equivalent of the percentage representing the floor area of the individual Unit with relation to the floor area of the total existing Units as built, all as set forth in KRS 381.830 as amended.

The total square foot area to be built in Phase I of Ashwood Bluff Condominiums shall not exceed 30,000 square feet of finished living area. As any amendment to this Master Deed is placed of record as additional Units are constructed, the percentage of interest in the Common Elements will be set forth therein.

Upon the filing of amendments to this Master Deed to reflect the construction of additional Units, Rudy Lane, Inc. reserves unto itself the exclusive right to readjust the percentage interest to correct any mathematical errors and to permanently establish and affix the final percentage interest in the project as built as per KRS 381.830(b).

Each Unit owner shall own an undivided interest in the percentage hereinabove set forth, (and as set forth in any amendment to this Master Deed), 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 said Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Master Deed, which shall be appurtenant to and run with his Unit.

By this Master Deed, each Unit's percentage interest in the Common Elements, as said Common Elements relate to land, includes only that land set forth and designated on the plans recorded herewith as common area. Any Unit, as herein set forth or as included by amendment, receives no present interest in and to

any land not designated "common area" and specifically reserved by Ashwood Bluff Condominiums. Upon completion of Phase II, said Units shall then own (as their respective percentage interests are then established), a common interest in and to all of land subjected to this Master Deed.

The land not designated as common area on plans recorded herewith is hereby reserved by Rudy Lane, Inc. for future construction as set forth in Section 2 herein. Any conveyance of an Individual Unit shall be deemed also to convey 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 interests shall remain undivided and shall not be the object of an action for partition or divisions of the co-ownership, except as to the adjustment of the percentages of interest in the Common Elements as otherwise provided herein.

Any conveyance of a Unit will include balconies, terraces, porches, decks, and garages bearing the common number as shown on the attached plans.

8. Notwithstanding any determination or application of percentage ownership under this Master Deed, no assessment or maintenance fee shall be charged or assessed against any Unit until that Unit shall be for sale and constructed to shell. Thereafter, Units which are for sale, constructed to shell, and have not received a Certificate of Occupancy shall pay fees and assessments equal to forty percent of that charged to a completed Unit.

9. Purpose. The buildings and the Units therein are restricted exclusively to single family residential use. Additional provisions with respect to the use and occupancy of the Units and common areas and facilities are contained in Section 13 herein.

10. Damage or Destruction. The provisions of KRS 381.890 are hereby waived for all purposes. In the event that all or any part of a building or buildings, constituting, in the aggregate, less than two-thirds of the Units, are destroyed by fire or other casualty, the Common Elements of such building(s) shall be repaired and reconstructed through the application of the Regime's Insurance coverage, and if such coverage is inadequate, the additional funds required for such reconstruction and repair shall be a common expense.

The Association shall borrow funds necessary to cover such shortfall and shall amortize the cost over a period of time not exceeding the reasonable useful life of the reconstruction or repairs. In the event that buildings constituting two-thirds or more of the Units are so damaged or destroyed, then, unless the Unit owners shall, by the affirmative vote of three-quarters of the Unit percentage of ownership, elect to reconstruct and repair

the damaged or destroyed Units, (a) the Regime shall terminate, (b) the buildings shall be demolished (with the cost thereof being paid from available insurance proceeds; and (c) all remaining insurance proceeds shall be paid to the Unit owners in their percentage of common ownership. In the case of the damage or destruction of Common Elements other than buildings (in any situation not terminating in the abolition of the Regime, the Common Elements shall be reconstructed from available insurance proceeds and any reconstruction or repair costs in excess of insurance proceeds shall be paid by the Unit owners through an assessment by the Association.

11. **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, and electrical conduits and wires and equipment over, under, along and on any part of the Common Elements as they exist on the date of the recording hereof.
- b. The Board of Ashwood Bluff Condominiums may direct its President to grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires, over, under, along and on any portion of the common elements and each Unit owner hereby grants the Board (acting by and through its President), an Irrevocable Power of Attorney to execute, acknowledge and record, for and on behalf of each Unit owner, such instruments or documents as may be necessary to effectuate the foregoing. The Power of Attorney shall survive any disability or death of the Unit owner and shall be binding on each successive owner.
- c. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part or portion hereof.
- 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 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.

12. Unpaid Mortgages; Assessments; or Fees.

a. In the event any Unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefore against such Unit, which lien may be collected or foreclosed in like manner as a lien for unpaid common expenses or assessments as provided for in Section 11 below.

b. Any assessments of the Homeowners' Association or the Board, whether regular or special assessments, shall constitute a lien on the Unit to which they are assessed, which may be enforced or foreclosed in the same manner as mortgages under Kentucky state law. In the event any assessment shall be unpaid when due and remain unpaid for a period of 10 days from the due date, the Board shall assess a "late charge" or "penalty" of 10% of the unpaid amount. In the event such assessment shall remain unpaid after 30 days from the due date, the entire assessment for the 12 months following shall immediately become due and payable in full without demand and the Board may commence collection of the same. Attorney's fees of the Board shall be recoverable on any delinquent assessment. No owner may exempt himself from liability for his assessments by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

c. Reserves from condominium fees, other than special assessments, shall first be used to satisfy and pay the operational expenses of the Regime in connection with the Common Elements. Any remaining funds shall be allocated to a replacement reserve.

13. Restrictions and Covenants Concerning The Use And Occupancy Of Units and Common

Areas. Rudy Lane, Inc. shall promulgate rules and regulations relating to the use and occupancy of the Units and Common Elements. These rules and regulations shall be consistent for all Units in Ashwood Bluff Condominiums. Until such time as the Board shall be empowered to undertake the government of the Property, the Units and Common Elements shall be occupied and used as follows (subject to the rights of Rudy Lane, Inc. to amend the judiciary):

a. No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose.

- b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for the distribution of profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property.
- c. Each Owner of a Unit shall maintain liability insurance and casualty insurance upon the Unit and its contents equivalent from time to time with the coverage (including risk insurance) maintained upon the Common Elements of the Property.
- d. 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. The right is reserved by Rudy Lane, Inc. or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements, and the right is hereby given to any mortgagee, who may become the owner of any apartment, to place such signs on any Unit owned by such mortgagee. Rudy Lane, Inc. shall have the right to use any unsold Unit or Units for sales or display purposes. Rudy Lane, Inc. shall have the right to rent or lease any unsold Units on such terms and conditions as it deems appropriate. No more than ten Units not owned by Rudy Lane, Inc. may be rented or leased, and such Units shall not be rented or leased without the prior approval of the Board, which approval shall not be unreasonably withheld.
- 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. Each Unit owner shall be obligated to maintain and keep his own Unit, its windows and doors, and the patio or balcony which is a Limited Common Element reserved for the use of his Unit in good, clean order and repair.
- f. Nothing shall be done or kept in any Unit or parking garage or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the building or contents thereof applicable for residential use without the prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his Unit's garage or in the 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 committed in the Common Elements or Limited Common Elements.
- g. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or otherwise hung so as to be visible from any of the Common Element areas. In addition, no sign, awning, canopy, shutter, radio or television antenna or any

transmitting or receiving device shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Board.

h. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

i. 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 dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and any pet permitted under this section when outside the confines of the owner's Unit must be kept on a leash and accompanied by a responsible person and kept or required by law or ordinance; and provided further that such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three days written notice from the Board. All dogs, cats or other pets so allowed shall be carried by their owner while in corridors, lobbies, or any other inside common areas, and shall be leash walked in designated areas for relief purposes.

j. No noxious or offensive activity shall be carried on in any Unit or on the Property, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants, or constitute waste at common law.

k. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

l. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, or other personal property on any part of the Common Elements or Limited Common Elements without the prior consent of, and subject to any rules or regulations of the Board.

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. Drapery backing in a building (which is visible from the outside) shall be of an "off white" color, and shall be approved by Rudy Lane, Inc. and, subsequently, by the Board.

- o. Locks on all entrance doors to each Unit shall not be changed (nor locks added to) without first obtaining permission from Rudy Lane, Inc. or the Board.
- p. All garbage, be it wet, solid or otherwise, must be placed in plastic bags securely fastened before disposing of same in the garbage disposal or dumpsters. All garbage cans shall be located so as to be concealed from the view of neighboring Units and the Common Areas.
- q. No trailer, truck, house trailer, motorcycle, boat, boat trailer or rack, mobile home, or movable unit of any type (even if temporarily immobile) may be parked on any of the Common Areas of Ashwood Bluff for more than 24 hours, except for temporary maintenance vehicles and trucks making deliveries. Automobiles, motorcycles, house trailers, mobile homes, recreational vehicles, boats and boat trailers must be parked within the Owner's garage or within designated parking areas.
- r. The following rules shall govern the use of the swimming pool:
- i. The pool or pool area shall be cleared of all persons during inclement weather;
 - ii. balls, rubber rafts, and pool floats are not permitted in the pool at any time;
 - iii. food is permitted in the pool area, but may not be eaten in the pool itself or immediately adjacent to the pool;
 - iv. no drinking glasses, glass containers, or glass bottles of any kind are allowed in the pool area; drinks are permitted in paper, styrofoam or plastic cups only;
 - v. no running or boisterous conduct is allowed in the pool area at any time;
 - vi. all persons must wear appropriate swim attire while swimming;
 - vii. the Homeowners' Association shall not be responsible for valuables lost or stolen from the pool area;
 - viii. the pool is for the exclusive use of the Unit owners and their guests.
- s. No auction, estate or garage sale, or other sale, whether public or private, may be conducted within the Common Areas of Ashwood Bluff or in the improvements thereon without the prior written consent of the Board.
- t. The driveway leading to the garage of a particular Unit shall be reserved for the exclusive use of the Owner or occupant of that respective Unit and their guests (subject to the Homeowners' Association's

right of access thereto for performance of maintenance duties). Parking along the Private Streets within Ashwood Bluff which obstructs the flow of traffic is expressly prohibited.

u. The Homeowners' Association will undertake snow and ice removal efforts only when there has been an accumulation of at least two inches.

v. No Owner shall do any planting or make any change in the easement areas or the exterior of any Unit without the prior written consent of the Homeowners' Association. It shall be the responsibility of the Homeowners' Association to maintain the 20-foot landscape Buffer Area located along I-264 and the Landscape Buffer Area (and fencing, if applicable) located along any perimeter property boundaries abutting commercial zoning districts pursuant to the binding elements and any approved landscaping plans in Planning Commission Docket No. 9-70-87.

14. **Violation of Master Deed.** The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Horizontal Property Law of Kentucky shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to 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 Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Furthermore, if any Unit owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants of this Master Deed or the rules and regulations adopted by the Board and such violation shall continue for thirty days after notice in writing or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting Unit owner a ten 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 Unit and thereupon an action in equity may be filed by the Homeowners' Association against the defaulting Unit owner for a decree of mandatory injunction against the 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 owned by him 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 re-acquiring his 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, and all such items shall be taxes against the defaulting Unit owner in said decree. Any balance of 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 of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and 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.

15. Entry by Board. The Board or its agents or employees may enter any Unit when necessary in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

16. Grantees. Each grantee of Rudy Lane, Inc. by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Horizontal Property Law of Kentucky, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations herein imposed shall be deemed and taken to be covenants running with the Unit, and shall bind any person having at any time any interest or estate, in said Unit, and shall inure to 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.

17. Incorporation of the Homeowners' Association. Rudy Lane, Inc. has heretofore caused the formation of a Kentucky not-for-profit corporation known as "Ashwood Bluff Condominiums Homeowners' Association, Inc." to act as the council of co-owners 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(s)

of such corporation, which membership shall terminate upon the sale or other disposition of such member of his Unit at which time the new Unit owner or owners shall automatically become a member therein.

18. **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.

19. **Notices.** Notices required or permitted to be given to the Homeowners' Association, the Board, or any Unit owner may be delivered to any officer of the Homeowners' Association, member of the Board, or such Unit owner at his Unit.

20. **Amendments.**

a. If during the construction period or before 90% of the total permissible Units contemplated in Phases I and II have been sold, it is found that an error exists on the part of the draftsman of this instrument or on the part of the engineer, an amendment setting forth the error and correction may be filed by Rudy Lane, Inc. without the consent of any other party thereto and shall become part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

b. 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 owners of fifty-one percent of Units and fifty-one percent of first mortgagees having bona fide liens of record against any Unit. The by-laws herein, unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification signed by the majority of the members of the Board and owners of at least fifty-one percent of all Units.

c. Any amendment, change or modification shall conform to the provisions of the Horizontal Property Law of Kentucky and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges, or obligations of Rudy Lane, Inc. shall be effective without the prior written consent of Rudy Lane, Inc.

21. **Violation of Certain Rules.** If any of the privileges, covenants or rights created by this Master Deed shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, then such privileges, covenants or rights shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Henry M. Potter.

22. **Severability.** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity or enforceability of any other provision of this Master Deed, and all of the terms hereof are hereby declared to be severable.

23. **Construction.** The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium project.

24. **Notice of Adjoining Property Use.** Notice is hereby given to all potential purchasers that the adjoining 3.583-acre tract identified as Tract 2 on the Minor Plat attached to Deed Book 6400, Page 767, has been approved for development of office uses (subject to certain binding elements) pursuant to the actions of the Louisville and Jefferson County Planning Commission in Docket No. 9-70-87.

25. **Release and Subordination.** Mortgagee joins to this agreement and Mortgage, by the signature of its duly authorized officer, hereby releases its mortgage dated January 20, 1995, of record in Mortgage Book 3810, Page 909, in the Office of the Clerk of Jefferson County, Kentucky, insofar only as said mortgage affects the Common Elements and does further apportion its mortgage to each individual Unit providing that said mortgage shall attach to each Unit as more particularly described in Section 3, supra, as to the pro rata interest of each Unit to the aggregate of said mortgage. Mortgagee further covenants and agrees to execute partial releases of its mortgage as to each Unit sold upon payment of the aggregate percentage of ownership interest of each Unit sold to the aggregate of the then outstanding balance of its mortgage due and payable from time to time.

IN WITNESS WHEREOF, Rudy Lane, Inc. and The Commonwealth Bank & Trust Company have caused this Master Deed to be signed by their duly authorized officers on their behalf, all done at Louisville, Kentucky, on the date and year first above written.

RUDY LANE, INC.

By: Wayne D. Pitter
Title: President

THE COMMONWEALTH BANK & TRUST COMPANY

By: Barry Cohen
Title: Vice President

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 30th day of January, 1996, by Henry M. Potter as President of Rudy Lane, Inc., party thereto, to be his act and deed on behalf of the corporation. My commission expires: 3/31/98.

Terisa L. Thuma
NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20th day of November, as Vice President of The Commonwealth Bank & Trust Company, to be the act and deed of said bank. My commission expires: _____.

Walter H. Hood 1-27-99
NOTARY PUBLIC, STATE AT LARGE, KY

This instrument was prepared by:

GREENEBAUM DOLL & McDONALD

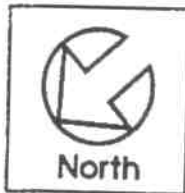
Glenn A. Price, Jr.
GLENN A. PRICE, JR.

3300 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202
(502) 589-4200

m:\ashwood\mastdeed

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.

1. Elevations shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.



LEGAL DESCRIPTION

BEING Tract 1 as shown on minor plat of record in Deed Book 6400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1995, of record in Deed Book 6548, Page 435, in the office of the Clerk aforesaid.



ARCHITECTS CERTIFICATE

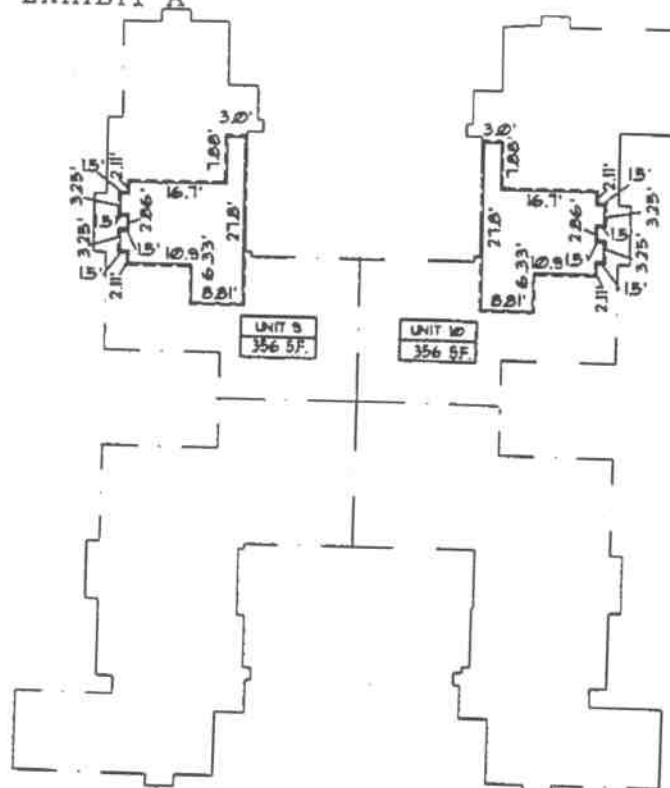
I hereby certify these drawings are an accurate copy of portions of plans of the building(s) as filed with the Jefferson County department of inspections, permits and licenses.

Subscribed and sworn to

Ben O.P. Cox
Architect no. 1808 Kentucky

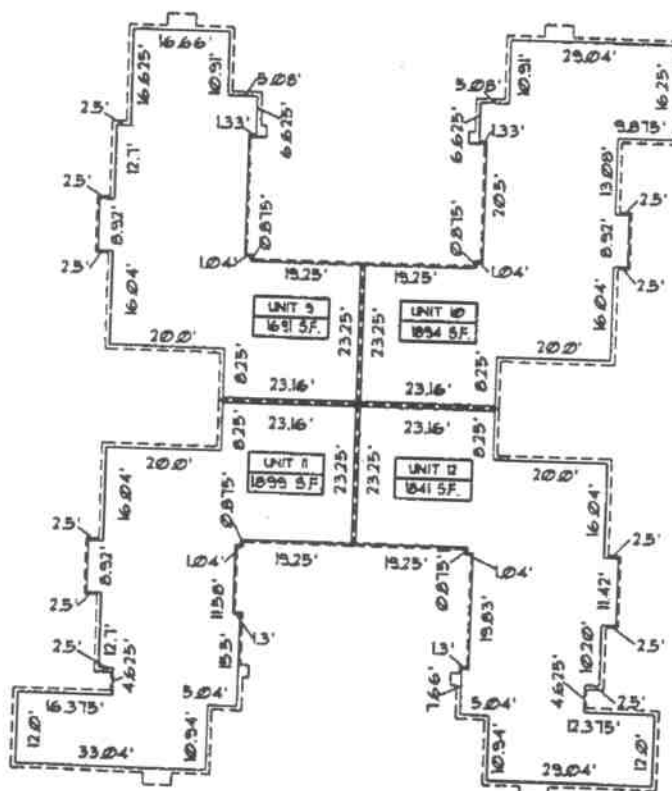
Julius L. Hummer
Notary Public, State of Kentucky, County at Large.
My Commission expires: 3/31/98

EXHIBIT A



SECOND FLOOR

FLOOR ELEVATION 589.38
CEILING ELEVATION 607.38



FIRST FLOOR

FLOOR ELEVATION 589.50
CEILING ELEVATION 598.50

potter and cox architects
800 meldinger tower
louisville, kentucky 40202
(502)584-4415

BUILDING 3

ASHWOOD BLUFF
Condominium Homes

Rudy Lane
Louisville, Kentucky

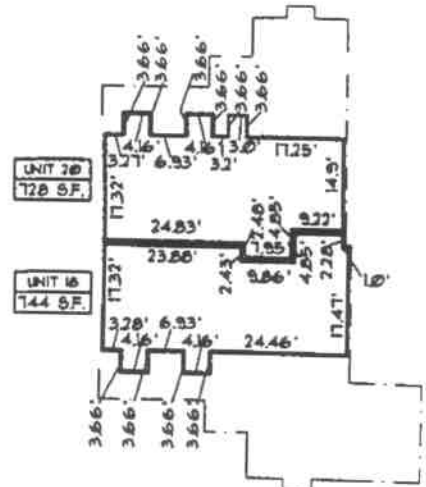
1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.

1. Elevations shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.



UNIT 21
720 SF

UNIT 19
160 SF



UNIT 20
720 SF

UNIT 18
744 SF

LEGAL DESCRIPTION

BEING Tract 1 as shown on minor plat of record in Deed Book 6400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2817, Page 111, both in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1996, of record in Deed Book 6548, Page 435, in the office of the Clerk aforesaid.

SECOND FLOOR

FLOOR ELEVATION 598.18
CEILING ELEVATION 606.18

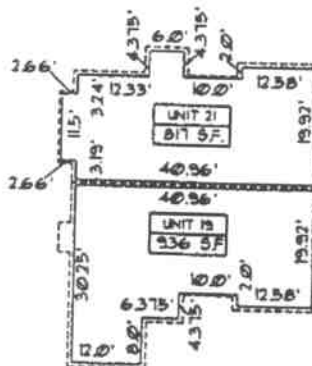


ARCHITECTS CERTIFICATE

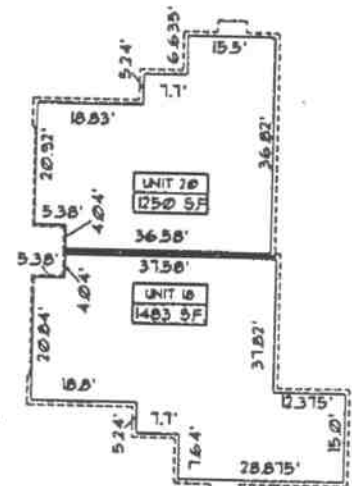
I hereby certify these drawings are an accurate copy of portions of plans of the building(s) as filed with the Jefferson County department of inspections, permits and licenses.

Subscribed and sworn to

Henry M. Potter
Architect no. 1808
Kentucky



FIRST FLOOR



FLOOR ELEVATION 588.10
CEILING ELEVATION 597.10

Iris L. Thomas
Notary Public, State of Kentucky, County at Large.
My Commission expires: 2/21/98

potter and cox architects
800 meldinger tower
louisville, kentucky 40202
(502)584-4415

BUILDING 5

ASHWOOD BLUFF
Condominium Homes

Rudy Lane
Louisville, Kentucky

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.

1. Elevations shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.



LEGAL DESCRIPTION

BEING Tract 1 as shown on minor plat of record in Deed Book 6400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1995, of record in Deed Book 6548, Page 435, in the office of the Clerk aforesaid.



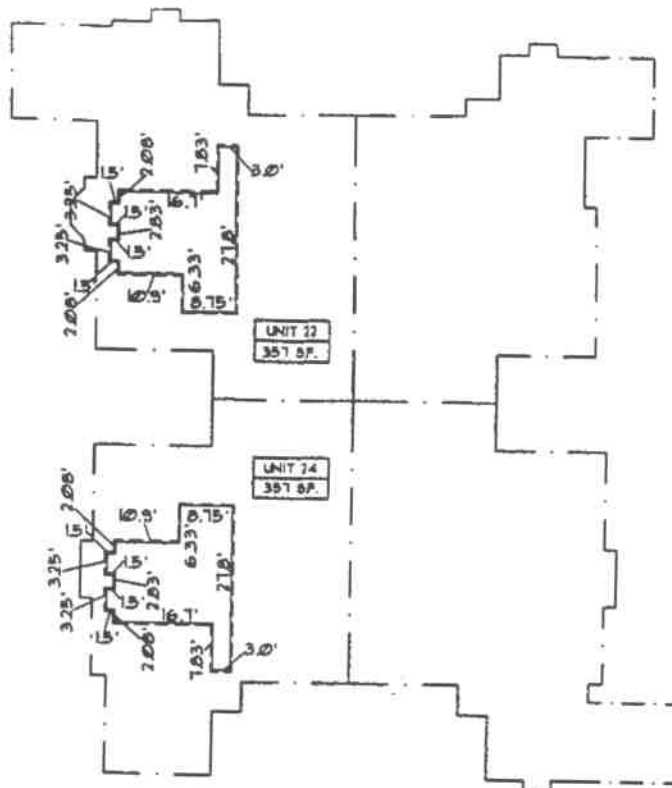
ARCHITECTS CERTIFICATE

I hereby certify these drawings are an accurate copy of portions of plans of the building(s) as filed with the Jefferson County department of inspections, permits and licenses.

Subscribed and sworn to

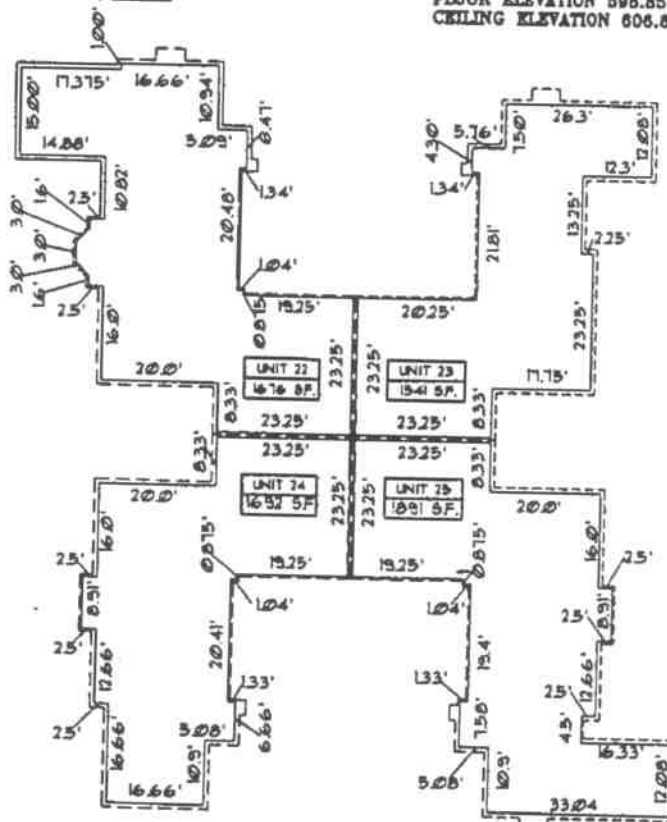
Iden O. P. Cox
Architect no. 1808 Kentucky

Lucas A. Thorne
Notary Public, State of Kentucky, County at Large.
My Commission expires: 7/21/98



SECOND FLOOR

FLOOR ELEVATION 598.85
CEILING ELEVATION 606.85



FIRST FLOOR

FLOOR ELEVATION 588.97
CEILING ELEVATION 597.97

potter and cox architects
800 meldinger tower
louisville, kentucky 40202
(502)584-4415

BUILDING 6

ASHWOOD BLUFF
Condominium Homes

Rudy Lane
Louisville, Kentucky

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.

1. Elevations shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.



LEGAL DESCRIPTION

BEING Tract 1 as shown on minor plat of record in Deed Book 6400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1995, of record in Deed Book 6548, Page 435, in the office of the Clerk aforesaid.



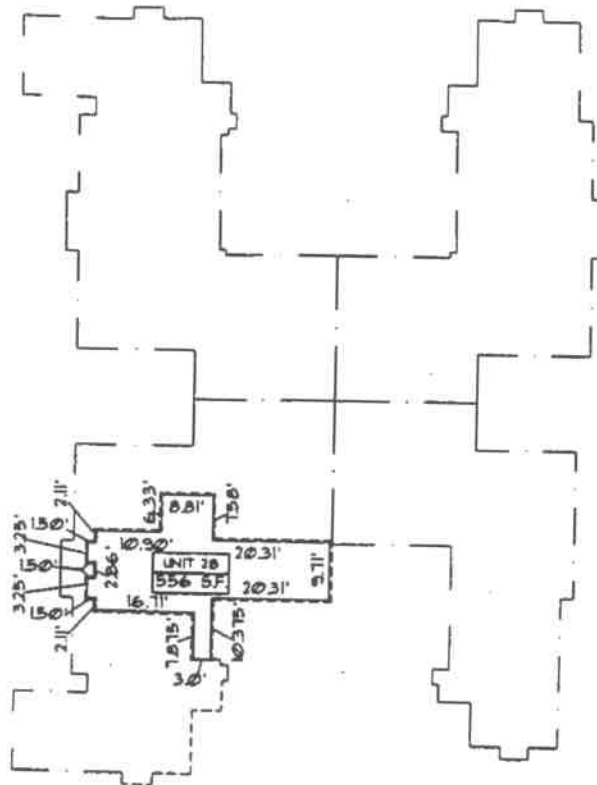
ARCHITECTS CERTIFICATE

I hereby certify these drawings are an accurate copy of portions of plans of the building(s) as filed with the Jefferson County department of inspections, permits and licenses.

Subscribed and sworn to

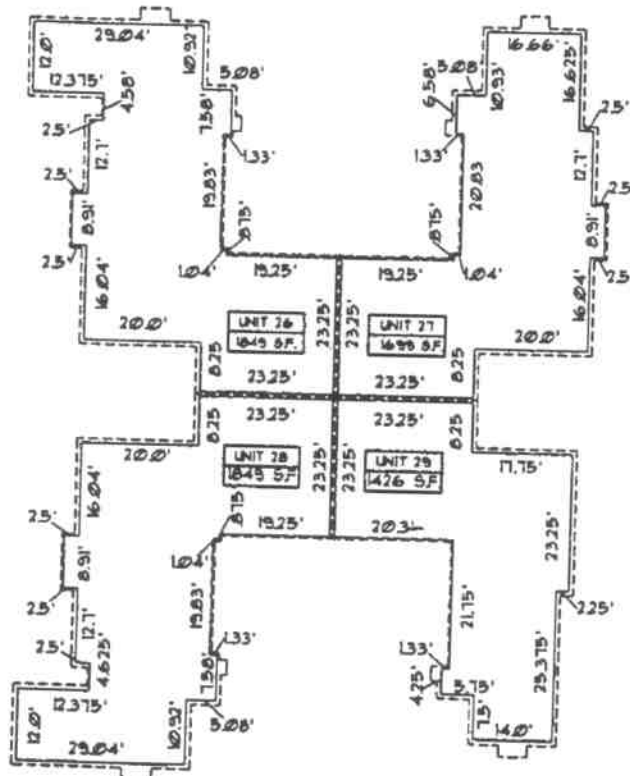
Henry A. Potter
Architect no. 1808 Kentucky

Leis A. Shuman
Notary Public, State of Kentucky, County at Large.
My Commission expires: 2/21/98



SECOND FLOOR

FLOOR ELEVATION 596.35
CEILING ELEVATION 604.35



FIRST FLOOR

FLOOR ELEVATION 588.47
CEILING ELEVATION 595.47

potter and cox architects
800 meldinger tower
louisville, kentucky 40202
(502)584-4415

BUILDING 7

ASHWOOD BLUFF
Condominium Homes

Rudy Lane
Louisville, Kentucky

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.

1. Elevations shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.



LEGAL DESCRIPTION

BEING Tract 1 as shown on minor plat of record in Deed Book 8400, Page 767, which is a resubdivision of Tract 1-B as shown on plat of record in Mortgage Book 2617, Page 111, both in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Rudy Lane, Inc. by deed dated January 20, 1995, of record in Deed Book 6548, Page 436, in the office of the Clerk aforesaid.



ARCHITECTS CERTIFICATE

I hereby certify these drawings are an accurate copy of portions of plans of the building(s) as filed with the Jefferson County department of inspections, permits and licenses.

Subscribed and sworn to

Idem D. D. R. Jones
Architect no. 1808 Kentucky

Janice L. Turner
Notary Public, State of Kentucky, County at Large.
My Commission expires: 2/21/98

potter and cox architects
800 meldinger tower
louisville, kentucky 40202
(502)584-4415

BUILDING 10

FLOOR ELEVATION 586.45
CEILING ELEVATION 595.45

ASHWOOD BLUFF
Condominium Homes

Rudy Lane
Louisville, Kentucky

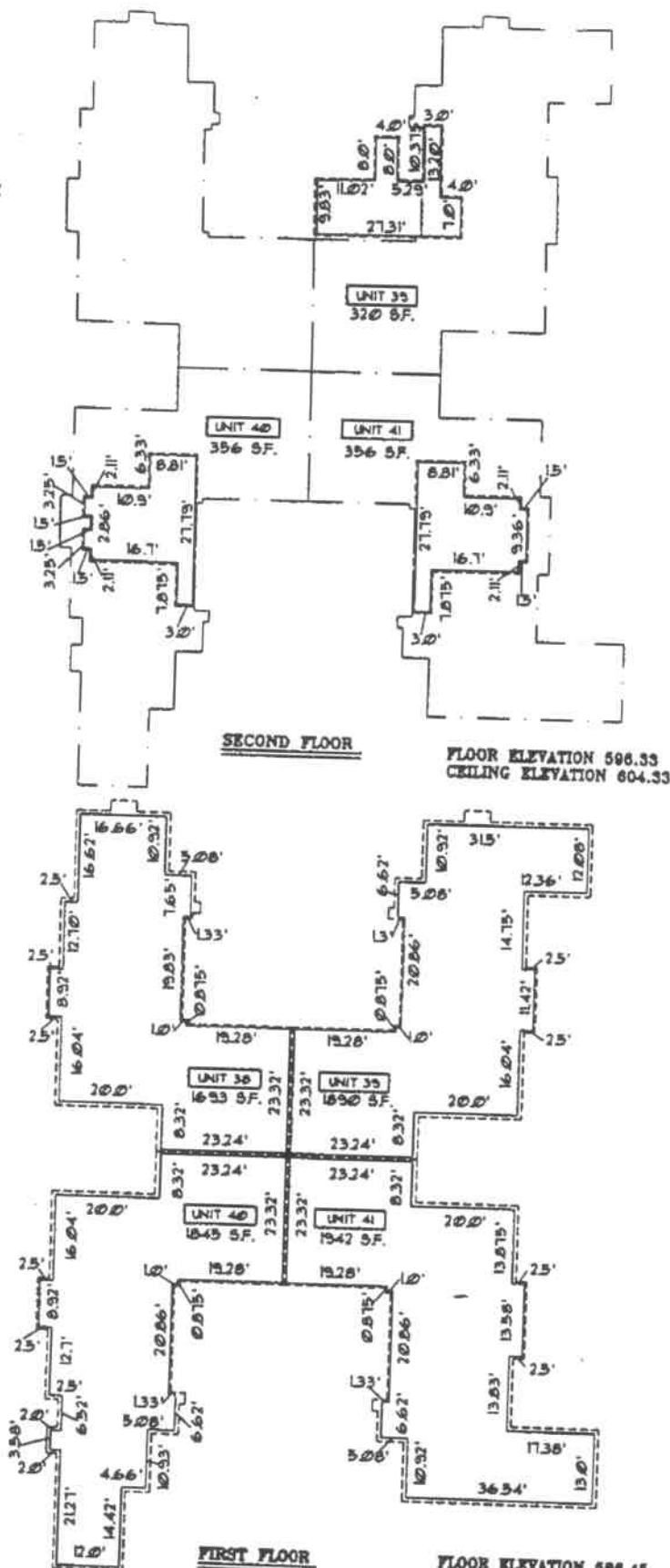


EXHIBIT A-1

PHASE I

DELINEATION OF THE BUILDING, UNIT NUMBERS, ARCHITECTURAL SQUARE FEET,
AND INITIAL PERCENTAGE OF ARCHITECTURAL SQUARE FEET
PURSUANT TO THE FLOOR PLANS AT EXHIBIT A

<u>Building</u>	<u>Unit</u>	<u>Architectural Square Feet</u>	<u>Initial Percentage of Architectural Square Feet</u>
3	9	2047	5%
3	10	2250	6%
3	11	1899	5%
3	12	1841	5%
5	18	2227	6%
5	19	1696	4%
5	20	1978	5%
5	21	1537	4%
6	22	2033	5%
6	23	1541	4%
6	24	2049	5%
6	25	1891	5%
7	26	1849	5%
7	27	1699	4%
7	28	2405	6%
7	29	1426	4%
10	38	1693	4%
10	39	2210	6%
10	40	2201	6%
10	41	2298	6%

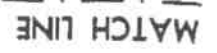
Ashwood Bluff Homes

Exhibit "B"

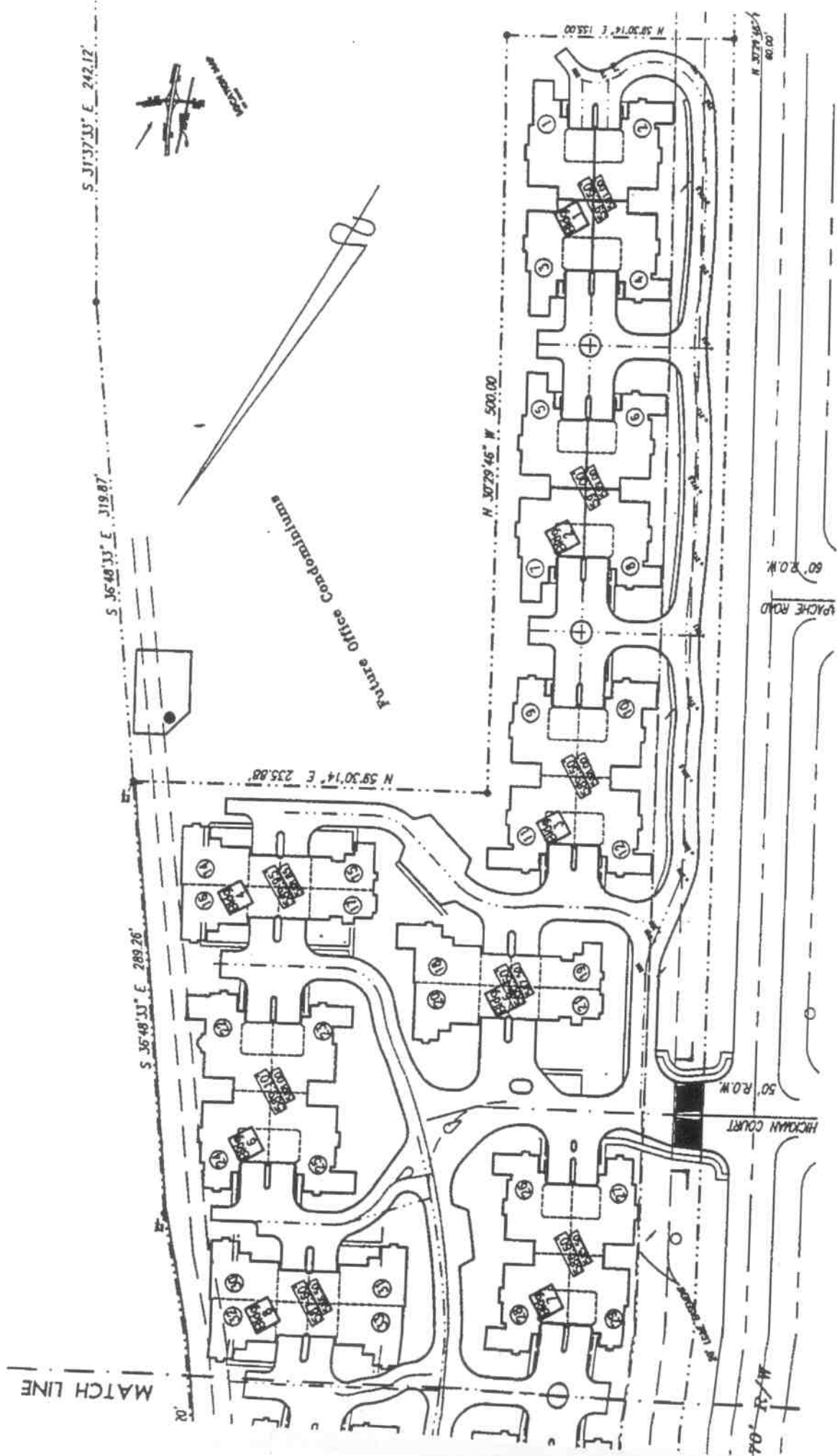
September 7, 2001

Bldg. #	Unit #	Address	1st Fl. Sq. Ft.	2nd Fl. Sq. Ft.	Total Sq. Ft.	% Ownership
1	1	2001 Winding Bluff Tr..	1,840	564	2,404	2.134
1	2	2003 Winding Bluff Tr..	1,911	564	2,475	2.197
1	3	2007 Winding Bluff Tr..	1,822		1,822	1.617
1	4	2005 Winding Bluff Tr..	1,891	598	2,489	2.209
2	5	2009 Winding Bluff Tr..	1,698		1,698	1.507
2	6	2011 Winding Bluff Tr..	1,971	564	2,535	2.250
2	7	2015 Winding Bluff Tr..	1,849		1,849	1.641
2	8	2013 Winding Bluff Tr..	1,868	564	2,432	2.159
3	9	2017 Winding Bluff Tr..	1,691	356	2,047	1.817
3	10	2019 Winding Bluff Tr..	1,894	356	2,250	1.997
3	11	6003 Winding Bluff Ct.	1,899		1,899	1.686
3	12	6001 Winding Bluff Ct.	1,841		1,841	1.634
4	14	2005 Ashwood Bluff Ct.	2,109	385	2,494	2.214
4	15	2003 Ashwood Bluff Ct.	2,541		2,541	2.255
4	16	2001 Ashwood Bluff Ct.	2,141	625	2,766	2.455
5	18	6002 Winding Bluff Ct.	1,483	744	2,227	1.977
5	19	6000 Winding Bluff Ct.	936	760	1,696	1.505
5	20	5943 Ashwood Bluff Dr.	1,250	728	1,978	1.756
5	21	5945 Ashwood Bluff Dr.	817	720	1,537	1.364
6	22	2002 Ashwood Bluff Ct.	1,676	357	2,033	1.805
6	23	2000 Ashwood Bluff Ct.	1,541		1,541	1.368
6	24	5939 Ashwood Bluff Dr.	1,692	357	2,049	1.819
6	25	5941 Ashwood Bluff Dr.	1,891		1,891	1.679
7	26	5942 Ashwood Bluff Dr.	1,849		1,849	1.641
7	27	5944 Ashwood Bluff Dr.	1,699		1,699	1.508
7	28	5934 Ashwood Bluff Dr.	1,849	556	2,405	2.135
7	29	5932 Ashwood Bluff Dr.	1,426		1,426	1.266
8	31	5931 Ashwood Bluff Dr.	2,090	590	2,680	2.379
8	32	5935 Ashwood Bluff Dr.	2,110	583	2,693	2.390
8	33	5933 Ashwood Bluff Dr.	2,541		2,541	2.255
9	34	5928 Ashwood Bluff Dr.	1,848	351	2,199	1.952
9	35	5930 Ashwood Bluff Dr.	1,692	347	2,039	1.810
9	36	5926 Ashwood Bluff Dr.	1,981	551	2,532	2.247
9	37	5924 Ashwood Bluff Dr.	1,712	551	2,263	2.009
10	38	5929 Ashwood Bluff Dr.	1,693		1,693	1.503
10	39	5927 Ashwood Bluff Dr.	1,890	320	2,210	1.962
10	40	5923 Ashwood Bluff Dr.	1,845	356	2,201	1.954
10	41	5925 Ashwood Bluff Dr.	1,942	356	2,298	2.040
11	42	5920 Ashwood Bluff Dr.	1,785	520	2,305	2.046
11	44	5918 Ashwood Bluff Dr.	2,547	588	3,135	2.783
11	45	5916 Ashwood Bluff Dr.	2,104	761	2,865	2.543
12	46	5921 Ashwood Bluff Dr.	1,921		1,921	1.705
12	47	5919 Ashwood Bluff Dr.	1,958	357	2,315	2.055
12	48	5915 Ashwood Bluff Dr.	1,419		1,419	1.260
12	49	5917 Ashwood Bluff Dr.	1,863		1,863	1.654
14	50	5912 Ashwood Bluff Dr.	1,420		1,420	1.260
14	51	5914 Ashwood Bluff Dr.	1,848	564	2,412	2.141
14	52	5910 Ashwood Bluff Dr.	2,033		2,033	1.805
14	53	5908 Ashwood Bluff Dr.	1,695		1,695	1.505
15	54	5904 Ashwood Bluff Dr.	1,871		1,871	1.661
15	55	5906 Ashwood Bluff Dr.	1,700		1,700	1.509
15	56	5902 Ashwood Bluff Dr.	1,922	357	2,279	2.023
15	57	5900 Ashwood Bluff Dr.	1,847	357	2,204	1.956
Total					112,659	

Page 1 of 2



Slightly in final built form.
Exact locations of Buildings,
Walks, Drives, Etc., May
Vary



AMENDMENT TO MASTER DEED
AND DECLARATION
ASHWOOD BLUFF CONDOMINIUMS

FILED IN OFFICE

NOV 03 2000

Bobbie Holsclaw, Clerk
By [Signature] D.C.

COME Now the undersigned owners, being over 51% of the owners of condominium units in **ASHWOOD BLUFF CONDOMINIUMS**, a horizontal property regime (hereinafter the "Condominium"), for the purpose of amending and modifying the Master Deed and Declaration of Ashwood Bluff Condominiums as set out herein. This document is further entered into by the undersigned mortgagees, representing over 51% of the mortgagees of units in the Condominium.

WITNESSETH:

THAT WHEREAS, Pursuant to a certain Master Deed and Declaration of Condominium Property Regime for Ashwood Bluff Condominiums dated November, 25, 1995, of record in Deed Book 6673, Page 811, as re-recorded in Deed Book 6674, Page 672, in the office of the County Clerk of Jefferson County, Kentucky, as the same has been amended from time to time by various amendments, including, without limitations, those amendments of record in Deed Book 6679, Page 779, Deed Book 6718, Page 15, Deed Book 6736, Page 126, Deed Book 6757, Page 483, Deed Book 6787, Page 121, and Deed Book 6807, Page 391; all in the office aforesaid the same being hereinafter called the "Master Deed"; and,

WHEREAS, Pursuant to the authority granted in Section or Paragraph 20 of the said Master Deed as found on page 16, the undersigned desire to further amend and revise the said Master Deed to eliminate and omit all provisions of the said Master Deed regarding a swimming pool and pool house that was at one time proposed for the said regime.

NOW THEREFORE, The undersigned hereby alter, modify, amend, and revise the said Master Deed and Declaration for Ashwood Bluff Condominiums in the following manner:

1. Section or Paragraph 5 of the said Master Deed as found on page 6 as recorded in Deed Book 6673, Page 811, as re-recorded in Deed Book 6674, Page 672, in the office of the County Clerk aforesaid, be and it is hereby amended to remove and delete from the fifth line thereof the words "swimming pool and pool house," the same as if the said words were not a part of the original.

2. Section or Paragraph 13, subpart r., subparagraphs i through viii thereof of the said Master Deed as found on page 13 as recorded in Deed Book 6673, Page 811, as re-recorded in Deed Book 6674, Page 672, in the office of the County Clerk aforesaid, be and they are hereby amended by removing and deleting the same from the Master Deed, the same as if the said subpart and subparagraphs were not a part of the original.

3. Except as herein altered, modified, and amended the Master Deed as heretofore amended is hereby ratified and confirmed by this instrument.

In Testimony Whereof, witness the hands and seals of each of the undersigned owners and mortgagees the day and date hereinafter set out by each signatures.

Owners of Unit 27

Printed Names:

Harold G. WREN

(Please print your name)

Beryl B. WREN

(Please print your name)

Harold G. Wren
Signature

Beryl B. Wren
Signature

Date signed: JULY 5, 2000

COMMONWEALTH OF KENTUCKY

COUNTY OF Jefferson

)
) SS:
)

The foregoing Amendment to Master Deed and Declaration of Ashwood Bluff Condominium was acknowledged, subscribed, and sworn to before me this 5 day of July 2000, by Harold G. Wren & Beryl B. Wren
(Printed Name)

His wife

(Printed name)

My commission expires: 11.14.03

This instrument prepared by:

Michael L. Maple, Attorney
1223 South Seventh Street
Louisville, KY 40202
502-585-3979

Notary Public

Kentucky State at Large

Commission Exp. 11-14-03

RESOLUTION

Due to the fact that several Ashwood Bluff homeowners have consistently violated the use privileges of street parking areas throughout the development, in that some residents are parking their vehicles in the "Common Elements" areas which are reserved solely for guests, the following resolution is proposed:

RESOLVED:


Pursuant to Master Deed, Page 6, Section 5, any parking area or other paved portions of the regime allocated to parking purposes shall be part of the common elements and not part of any individual unit.

The only spaces which are limited to use by a particular unit are the two spaces directly in front of the garage of said unit. These spaces are considered to be "Limited Common Elements".

Any owner and/or resident of a condominium unit who parks his or her vehicle in the Common Element area reserved for guests in violation of the Master Deed shall be fined 10% of the monthly association dues. Notice of the violation shall be mailed to the violating owner by the property management association. Failure to pay the fine within 10 days shall result in the assessment of a 10% interest penalty or "Late Charge" of the unpaid amount, per month, until said fine is fully paid. In the further event the fine is not paid within 30 days from date of receipt of said notice, then a lien may be imposed upon the unit of said violating owner. Each parking violation shall be treated as a separate violation and subject to the imposition of an additional fine. Each owner is responsible for the conduct of the members residing in his or her unit.

Any owner and/or resident of a condominium unit who parks his or her vehicle in the Common Element area for a period of 6 hours or more during a 24 hour period shall be subject to the fine as set out herein, provided the violation is verified in writing by two unit owners. Any obvious attempt to circumvent these parking restrictions, or the spirit of the resolution, will be considered a violation of the Master Deed by the Grounds Committee, which committee will make a final determination. Any owner of a condominium unit, who because of special circumstances, has a need to park their car in the Common Elements area for over 6 hours must apply to the Grounds Committee for a special permit.

Rudy Lane, Inc.

By: 
Henry Potter President

**ARTICLES OF INCORPORATION
OF
ASHWOOD BLUFF CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

The undersigned Incorporator, Henry M. Potter, has executed these Articles of Incorporation for the purpose of forming a non-stock, non-profit corporation under the laws of the Commonwealth of Kentucky in accordance with the following provisions.

**Article 1
Name**

The name of the corporation is **ASHWOOD BLUFF CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation").

**Article 2
Purposes**

The general purpose of the Corporation is to be the Council of Co-Owners (hereinafter known as the "Homeowners' Association"), as defined in the Kentucky Horizontal Property Law, KRS 381.805 to 381.910, as amended, for the operation and administration of Ashwood Bluff Condominiums, a condominium project established in Jefferson County, Kentucky, pursuant to the provisions of the Kentucky Horizontal Property Law.

**Article 3
Powers**

The Corporation shall have all powers conferred upon a non-stock, non-profit corporation organized under the provisions of Chapter 273 of the Kentucky Revised Statutes, as amended; all powers conferred upon a council of co-owners under the provisions of the Kentucky Horizontal Property Law; all powers conferred upon the Corporation in the Master Deed and Declaration of Condominium Property Regime (hereinafter the "Master Deed") for Ashwood Bluff Condominiums, which Master Deed is of record in Deed Book _____, Page _____, in the Office of the Clerk of Jefferson County, Kentucky; and all the powers necessary, proper, convenient or desirable in order to fulfill and further the purposes of the Corporation.

**Article 4
Duration**

The duration of the Corporation shall be perpetual or until terminated according to law.

Article 5
Principal Office, Registered Office and Registered Agent

The principal office and registered office of the Corporation in the Commonwealth of Kentucky is 800 Meldinger Tower, 462 South Fourth Avenue, Louisville, Kentucky 40202. The resident agent of the corporation in the Commonwealth of Kentucky is Henry M. Potter, 800 Meldinger Tower, 462 South Fourth Avenue, Louisville, Kentucky 40202.

Article 6
Members

All persons who are owners of Units in Ashwood Bluff Condominiums shall be members of the Corporation, and membership in the Corporation shall be limited to such owners of Units. Membership in the Corporation shall terminate when a person is no longer the owner of a Unit. Subject to the foregoing, admission to and termination of membership and the voting rights of members shall be more particularly governed by the Master Deed for Ashwood Bluff Condominiums and the Bylaws of the Corporation.

Article 7
Incorporator

The Incorporator of the Corporation is Henry M. Potter, 800 Meldinger Tower, 462 South Fourth Avenue, Louisville, Kentucky 40202.

Article 8
Directors

The affairs of the Corporation are to be conducted by a Board of Directors of not less than three nor more than seven persons, the number to be set by the members in the manner provided in the Bylaws of the Corporation. The initial Board of Directors of the Corporation shall consist of three persons who shall serve until their successors are duly elected and qualified in the manner provided in the Bylaws of the Corporation. The names of the initial directors are: Henry M. Potter, Terisa Thurman, and Melinda Galtner; and their address is 800 Meldinger Tower, 462 South Fourth Avenue, Louisville, Kentucky 40202.

Article 9
Bylaws

The initial Bylaws of the Corporation shall be adopted by the initial Board of Directors of the Corporation and may be added to, amended by or repealed by a majority of the members in the manner provided in the Bylaws of the Corporation.

Signed and acknowledged by the Incorporator, Henry M. Potter, at Louisville, Kentucky, on the 30th day of January, 1995.



Henry M. Potter, Incorporator

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Acknowledged, subscribed and sworn to before me by Henry M. Potter, as incorporator of Ashwood Bluff Condominiums Homeowners' Association, Inc., a Kentucky non-stock, non-profit corporation, on the 30th day of January, 1995. My commission expires: 3/31/98



NOTARY PUBLIC
KENTUCKY STATE AT LARGE

This instrument was prepared by:

GREENEBAUM DOLL & McDONALD

By: _____
Glenn A. Price, Jr.

3300 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 589-4200

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