

MASTER DEED
HORIZONTAL PROPERTY LAW
FOR
THE HARBOR AT HARRODS CREEK
CONDOMINIUM UNITS

We have taken the Master Deed and scanned it into a computer, OCR-ed it, proof-read it and put it in to a Microsoft Word file as a convenience for current and prospective owners. The Master Deed governs the operation of The Harbor At Harrods Creek, Inc, (a non-profit corporation of Kentucky) and its Homeowners Association.

The original documents are on file with the Clerk of the County Court of Jefferson County, Kentucky. The original Master Deed is in Book 5187, Pages 290 to 321, dated September 16, 1980. The Thirteenth Amended Declaration is in Book 5685, Pages 680 to 685, dated June 15, 1987. The First Amendment is in Book 5943, Pages 190 to 192, dated March 9, 1990.

This is in no way the legal document, one should always consult the original document(s). The documents on file with the Clerk contain many more pages of Amended Declarations, drawings, Powers of Attorney, etc.

Henry A. Mullen

January 7, 2003

MASTER DEED
HORIZONTAL PROPERTY LAW
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THE HARBOR AT HARRODS CREEK
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THIS DECLARATION made and entered into this 16 day of September 1980 by FOURTH AVENUE CORPORATION, (a Kentucky Corporation), - LONG CORPORATION, (a Kentucky Corporation) and BASHFORD MANOR CORPORATION, (a Kentucky Corporation), a Joint Venture, hereinafter sometimes referred to as “Fourth Avenue - Long - B.M.C.”.

WITNESSTEH:

THAT WHEREAS, Fourth Avenue - Long - B.M.C. are the owners in fee simple of certain real estate hereinafter described located at the Southwest intersection of Harrods Creek and U.S. Highway 42, Jefferson County, Kentucky, and when fully developed shall consist of not more than 198 habitable units; and

WHEREAS, Fourth Avenue - Long - B.M.C. desire to, and do hereby submit and subject such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Kentucky Horizontal Property Law, KRS 381.805 to .910, as amended; and

WHEREAS, Fourth Avenue - Long - B.M.C. desire to establish certain rights and easements in, over and upon said real estate for the benefit of itself 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, Fourth Avenue - Long - B.M.C. desire and intend 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, Fourth Avenue - Long - B.M.C. DECLARE 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:

Tract I

BEGINNING at an iron post at the Northeasterly corner of Shadow Wood Subdivision as shown on the plat of same recorded in Plat and Subdivision Book 24. Page 25, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with the Northeasterly line of said Shadow Wood Subdivision North 66 degrees 10 minutes 25 seconds West passing 6 iron pipes in all 804.44 feet to an iron pipe corner of lot 45 Shadow Wood Subdivision as shown on plat aforesaid; thence with lines of said lot 45 North 23 degrees 49 minutes 35 seconds East 150 feet to a pipe corner of said lot; thence North 54 degrees 34 minutes 29 seconds East 125.00 feet to a pipe; thence North 66 degrees 10 minutes 25 seconds West 150 feet to a pipe; thence South 54 degrees 34 minutes 29 seconds West 125 feet to a pipe the most Northerly corner of said lot 45; thence with lines of tract 2 conveyed by Dixie Investment Company by deed recorded in Deed Book 3917, Page 67 in said Clerk's office, North 30 degrees 56 minutes 35 seconds East 535.6 feet to an iron post; thence continuing with lines of said tract 2 and with lines of tract 1 and in part with Harrods Creek, North 29 degrees 34 minutes East 223.1 feet, North 83 degrees 37 minutes East 134.9 feet, North 54 degrees 10 minutes East 236.9 feet, North 43 degrees 53 minutes East 396.1 feet and North 54 degrees 42 minutes East 111.2 feet to the Westerly line of U.S. Highway 42; thence with the Westerly line of U. S. Highway 42 the following courses and distances: South 07 degrees 42 minutes West 212.9 feet, South 06 degrees 57 minutes West 102.8 feet, South 04 degrees 54 minutes West 102.8 feet, South 02 degrees 17 minutes West 102.8 feet, South 00 degrees 24 minutes East 102.8 feet. South 03 degrees 26 minutes East 119 feet to an iron pipe, South 05 degrees 52 minutes 25 seconds East 137 feet to an iron post, South 08 degrees 27 minutes 25 seconds East 131.7 feet to an iron post, South 14 degrees 21 minutes 25 seconds East 189.8 feet to an iron post, corner to tract 1 conveyed to Dixie Investment Company by deed aforesaid; thence with the Easterly line of said tract I South 32 degrees 22 minutes 35 seconds West 147.5 feet to an iron post, and South 31 degrees 22 minutes 35 seconds West 412.4 feet to the beginning. Containing 22.916 acres.

BEING a part of the same property acquired by Fourth Avenue Corporation, a Corporation, - Long Corporation, a Corporation, a Joint Venture, by Deed dated June 4, 1979, recorded in Deed Book 5094, Page 974, in the Office of the Clerk of the County Court of Jefferson County, Kentucky and B.M.C. having acquired interest by Deed dated the 16 day of September, 1980, recorded in Deed Book 5187, Page 278, in the Office of the Clerk aforesaid.

Tract II

BEGINNING at an iron post which is the northwest corner of Lot 12 of Shadow Wood Subdivision as recorded in Plat Book 24. Page 25, in the Office of the Clerk of Jefferson County, Kentucky, thence with the North line of said Subdivision North 66 degrees 10 minutes 25 seconds West 972.47 feet to a iron post; thence North 30 degrees 56 minutes 35 seconds East 75.08 feet to a iron post and the true point of beginning, thence North 75 degrees 42 minutes 18 seconds West 465.50 feet to a iron rod; thence North 75 degrees 42 minutes 18 seconds West 465.50 feet to a iron rod at waters edge of Harrods Creek at normal pool, of 420.00 feet above mean sea level; thence up the Southerly bank of Harrods Creek North 13 degrees 29 minutes 27 seconds West 186,90 feet to a spike in a 16

inch water maple; thence North 22 degrees 41 minutes 16 seconds West 198.60 feet to a spike in a 30 inch maple; thence North 31 degrees 40 minutes 25 seconds West 321.20 feet to a spike in a 30 inch maple; thence North 10 degrees 30 minutes 22 seconds East 102.80 feet to a spike in a 20 inch maple; thence North 41 degrees 24 minutes 24 seconds East 115.90 feet to a spike in a 24 inch maple; thence North 80 degrees 26 minutes 42 seconds East 208.90 feet to a spike in a 30 inch oak; thence South 86 degrees 37 minutes 44 seconds East 171.30 feet to a spike in a 30 inch maple; thence South 71 degrees 45 minutes 04 seconds East 249.40 feet to a spike in a water maple; thence South 63 degrees 18 minutes 36 seconds East 189.40 feet to a spike in a 48 inch sycamore; thence South 56 degrees 34 minutes 41 seconds East 141.60 feet to a spike in a 30 inch sycamore; thence South 67 degrees 37 minutes 53 seconds East 185.10 feet to a spike in a water maple stump; thence South 84 degrees 41 minutes 06 seconds East 119.70 feet to a iron rod at the waters edge of the Southerly bank of Harrods Creek; thence South 31 degrees 00 minutes 00 seconds West 791.80 feet to a iron post and the true point of beginning. Containing 18.48 acres.

BEING the same property acquired by Fourth Avenue Corporation, a Corporation, - Long Corporation, a Corporation, a Joint Venture, by Deed dated June 4, 1979, recorded in Deed Book 5094, Page 968, in the Office of the Clerk of the County Court of Jefferson County, Kentucky and B.M.C. having acquired interest by Deed dated the 16 day of Sept., 1980, recorded in Deed Book 5187, Page 278, in the Office of the Clerk aforesaid.

Said real estate is also described and delineated on a plat or survey attached hereto as Exhibit "A" which by reference thereto is made a part hereof.

Said real estate and improvements thereon and appurtenances thereto shall be known as The Harbor at Harrods Creek, a Condominium.

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:

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

(2) Description of the Buildings

Buildings constructed and situated buildings to be constructed, on said real estate are fully described in a set of floor plans of the buildings filed simultaneously with the recording hereof pursuant to KRS 381.835, and by reference thereto, made a part of this Master Deed and are fully shown by the plans attached hereto and made a part hereof.

Said buildings are constructed of the following principal materials: Masonry, wood frame, concrete and steel. The Harbor at Harrods Creek shall be developed in three (3) phases and when totally developed, shall consist of not more than 300,000 square feet of finished living area. Phase I shall consist of those units described on a set of floor plans of the buildings filed simultaneously with the recording hereof pursuant to KRS 381.835 and by reference thereto, made a part of this Master Deed and are fully shown by the plans

attached hereto and made a part hereof and also units to be built in those reserved areas so designated on the attached plans.

The units to be constructed in Phases 2 and 3 shall be located in those reserved areas so designated on the attached plans referred to above. Said units when developed and common elements shall by amendment or addendum to this Declaration, be subject to this condominium regime and all of the terms, conditions, privileges and obligations thereof. Fourth Avenue - Long - B.M.C. specifically reserve the right, from time to time, within 15 years of the date of recording to this Declaration, to amend this Master Deed to the extent of adding additional Buildings, Units, and common area and once added by addendum described below, the units therein shall have the same rights and privileges as appear herein. Additional Units, once added, shall have all the rights and privileges in and to the Club House and Marina subject, however, to rules and regulations set forth by Fourth Avenue – Long - B.M.C. or the Board then in Office. Said rules and regulations shall be consistent for all Units in The Harbor at Harrods Creek. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Fourth Avenue - Long - B.M.C., their successors and assigns. However, individual Unit owners shall not be included within the meaning of Successors and assigns as used in this paragraph, to shift and reallocate from time to time the percentage set forth in each addendum 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 conclusive evidence of the parties thereto to the consent of such reservation of power to Fourth Avenue - Long - B.M.C. as Attorney in fact and shall be deemed to reserve to Fourth Avenue - Long - B.M.C., their successors and assigns the power to shift and reallocate from time to time the percentages of ownership, in the common elements appurtenant to each Unit set forth in each such recorded addendum. Further, Fourth Avenue - Long - B.M.C. specifically reserve unto themselves and their successors and assigns, the rights to determine the location of all future Units and Buildings on areas not yet included as common areas.

Each owner of a Unit by acceptance of a Deed thereto further acknowledges, consents, and agrees to each such amendment that is recorded as follows:

- (a) The portion of the additional common areas described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.
- (b) The percentage of ownership In the Common Elements appurtenant to each Unit shall substantially be shifted and reallocated to the extent set forth in each such recorded Amended Declaration of Master Deed and upon the recording of each such Amended Declaration or Master Deed the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, 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 each such recorded Amended Declaration of Master Deed.

(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 percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

(d) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of 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 hereto by a recorded Amended Declaration 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 Amended Declarations of 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 Declaration of 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 such Amended Declaration of Master Deed.

(g) The recording of each such Amended Declaration 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 Declaration and each Amended Declaration of Master Deed is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration of Master Deed shall be deemed to be made by agreement of all Unit Owners.

(i) Fourth Avenue - Long - B.M.C. reserve the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph to comply with the Act as it may be amended from time to time.

(j) The foregoing provisions of this Declaration of 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 toward the end that a valid shifting of the Common Elements can be accomplished.

(3) Units

(a) The Unit numbers of each of the Units of Phase I are fully set forth in said Floor Plans attached hereto and are as follows:

BUILDING	UNIT	ARCHITECTUAL SQUARE FEET	TOTAL FLOOR AREA	PERCENTAGE OF ARCHITECTUAL SQUARE FEET	PERCENTAGE OF FLOOR AREA
A1	1	1280	2389.52	3.13	3.80
A1	2	1380	2621.88	3.38	4.11
A1	3	1586	2131.55	3.88	3.39
A1	4	1610	2267.72	3.94	3.61
A1	5	1610	2261.59	3.94	3.60
A1	6	1586	2095.23	3.88	3.33
A1	7	1380	2608.34	3.38	4.35
A1	8	1280	2438.79	3.13	3.85
A1	9	1012	976.82	2.48	1.55
A1	10	1012	977.26	2.48	1.56
A2	1	1280	2416.14	3.13	3.84
A2	2	1380	2605.05	3.38	4.15
A2	3	1586	2193.65	3.68	3.49
A2	4	1498	2240.48	3.68	3.57
A2	5	3610	2245.68	3.94	3.57
A2	6	1586	2197.36	3.88	3.49
A2	7	1380	2615.01	3.38	4.16
A2	8	3280	2422.66	3.13	3.86
A2	9	1012	984.09	2.48	1.57
A2	10	1012	993.01	2.48	1.58
B1	1	1920	3546.28	4.70	5.64
B1	2	1336	1865.73	3.27	2.97
B1	3	1336	1864.65	3.27	2.91
B1	4	1332	2578.32	3.26	4.10
B1	5	1336	1820.26	3.27	2.90
B1	6	1336	1812.19	3.27	2.88
C1	1	1920	3529.72	4.70	5.62
C1	2	1634	2315.88	4.01	3.69
C1	3	1336	1844.53	3.27	2.94
TOTAL:		40846	62839.39	100.00%	100.00%

(b) The location, dimensions and immediate common area 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, "In The Harbor at Harrods Creek Horizontal Property Regime". Each Unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated finished surfaced of the ceiling, floor, and perimeter walls of each Unit as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said Unit as shown by said plan or plat.

(c) No Unit shall by deed, plat, court decree, or otherwise be subdivided or in any other manner separated into tracts or parcels small 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 and does not contain any ducts or utility lines serving other Units. 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 of Directors of the Association.

(4) 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, corridors, halls, elevators, elevator shafts, stairways, entrances and exits, lobby, garbage chutes, storage area, social and athletic rooms, swimming pool sun deck, pool deck, walkway to pool deck, roofs, terrace or roof garden, 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, landscaping, and all other portions of the property except the individual Units and any limited common elements attached hereto. 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 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.

The term "Property" as used in this Master Deed means all of the land, property, and space comprising the real estate described in Paragraph 1 hereof and all improvements and structures erected, constructed, or contained therein or thereon, including the building and all easements, rights and

appurtenances belonging thereon, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the property of the property owners.

(5) 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 the 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, garages, decks, porches, balconies, parking area specifically assigned to an Unit as shown on the plans filed herewith, rear courtyards. If enclosed, and that limited common area designated for patios or court yards shown on plans filed herewith or on any amendment, adjoining or specifically designed for a Unit shall be a limited common element (as defined in the Condominium).

Garages which are designated for an individual unit or individual 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. Any other method of enclosure must be approved by the Association.

6. Percentage Interest (Buildings 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 The Harbor at Harrods Creek shall not exceed 300,000 square feet of finished living area. The remaining undesignated square foot area represents the maximum, contemplated unbuilt portion of The Harbor at Harrods Creek and as each amendment is placed of record, the percentage of interest in the common element will be set forth therein.

Upon the filing of the final amendment, Fourth Avenue - Long - B.M.C. reserve unto themselves 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 amendments 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 to this Master Deed, which shall be appurtenant to and run with his Unit.

By this declaration of Master Deed each Unit's percentage interest in the common elements, as said common elements relate to land, include 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 Fourth Avenue - Long - B.M.C. At the end of 15 years from the date hereof, 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 Fourth Avenue - Long - B.M.C. for future construction as previously set forth in paragraph 2.

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 paragraph 6 subject to readjustment of such percentage of undivided interest in the common elements in accordance with paragraph 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 the garage, (attached or detached) garage space or spaces, terraces, porch and decks, bearing the common number as shown on the attached plans.

(7) Purpose

The building and the Units therein are intended for and 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 Paragraph 12 hereof.

(8) Damage or Destruction

In case of fire or other destruction or damage, the Regime's insurance indemnity, except as provided herein, shall be applied to reconstruct and repair the common elements affected.

Where the destruction and damage is not insured or where the insurance indemnity is not sufficient to cover the cost of reconstruction repair, the cost (or added cost) shall be paid by the co-owners as a common expense and the Association, by majority vote, is authorized to borrow, funds therefor and to amortize the

repayment of same over a period of time, not exceeding the reasonable life of the reconstruction or repairs. Amortization shall be deemed as assessment to the Units owners.

Reconstruction shall not be compulsory where two-thirds or more of the building is destroyed. In the event an agreement by the co-owners to reconstruct the building is not evidenced by agreement in writing, executed by three-fourths of all mortgagees holding first liens thereon within 90 days following the catastrophe, the decision not to reconstruct shall be presumed to have been made. In the event of such in agreement by the co-owners of the building and the mortgagees to reconstruct is not obtained, the insurance proceeds shall be delivered to the owners of said units, their duly authorized agent, executor, administrator, guardian or committee and any mortgagee and other lien holders entitled thereto.

In the event that the buildings are more than two-thirds damaged or destroyed and the decision is made not to reconstruct, then this Condominium Regime shall terminate and the Board shall sell the premises in its entirety for the best price possible and the proceeds after costs are paid, shall be paid to all Unit owners based upon their percentage interest, but first deducting therefrom the unpaid balance of the existing indebtedness due on any first mortgage.

(9) Easements and Encroachments

(a) Easements are hereby declared reserved and granted for utility purposes, included 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 "The Harbor at Harrods Creek, Inc." may direct its President to grant easements for utility purposes for the benefit of the Project, 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.

(10) Unpaid Mortgages or Assessments

(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 in provided for in (b) below.

(b) Any assessments of the Association or the Board whether the same are regular or special assessments shall constitute a lien on the unit to which they are assessed which may be enforced or preclosed 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 amount overdue. 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 abandonment of his unit.

(11) Association: By-Laws

The provisions of this Paragraph 11 shall constitute the bylaws by which, in addition to the other provisions of this Master Deed, the administration of the property shall be governed as follows:

(a) The term “Association” as used herein and throughout this master Deed shall mean The Harbor at Harrods Creek, Inc., a non-profit corporation of Kentucky, the members of which are all the owners from time to time of Units in The Harbor at Harrods Creek Condominium. If any Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided but shall be exercised as if the Unit owners consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit owner. The Unit owners shall have one vote for each Unit owned in this condominium.

(b) The direction and administration of the property on behalf of the Unit owners shall be vested in the Board of the Association (herein referred to as “Board”), consisting of seven (7) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit owners; provided, however, that in the event an Unit owner is a corporation, partnership, trust or other legal entity

other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a member of the Board.

(c) At each annual meeting of the Association, the Unit owners shall by a vote of a majority of the Unit owners present at such meeting elect those members of the Board, whose terms have expired. Members of the Board shall serve without compensation for a term of two (2) years, and until their successors are elected. Vacancies in the Board shall be filled by the unanimous vote of the remaining members of the Board. A majority of the members of the Board shall constitute a quorum. The first Board shall be elected as follows: Four members shall be elected for a term of two years. Three members shall be elected for a term of one year. Thereafter, all Board members shall be elected for two-year terms. The Board shall act by the vote of the majority of those members present at a meeting of the Board when a quorum is present.

(d) A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Association. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may from time to time adopt.

(e) Any member of the Board may be removed from office by the affirmative vote of sixty-six and two-thirds (66-2/3%) percent of the Unit owners at a special meeting of the Unit owners called for such purpose.

(f) The Board shall have the power:

(i) To engage the services of a manager or managing agent, who may be any person, firm, or corporation, upon such terms and compensation as the Board deems fit; and to remove such manager or managing agent at any time;

(ii) To engage the services of any persons deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(iii) To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Board.

(g) The Board shall employ and pay out of the maintenance fund the Manager, Managing Agent and other personnel above provided for and shall make arrangements for and pay out of the maintenance fund the following:

(i) Apportionment warrant, public improvements as assessed by any governmental agency, water, waste, removal, electricity and telephone and other necessary utility service for the common elements and such services to the Units as are not separately metered or charged to the owners thereof;

(ii) A policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association, for the benefit of each of the Unit owners in the percentage set forth In Paragraph 6 and any Amendment thereto. The Board may also purchase such other insurance as the Board deems advisable in the operation, and for the purchase such other insurance as the Board deems advisable in the operation, and for the protection, of the property and the Units. Premiums for all insurance provided for in this Master Deed shall be common expenses.

(iii) A policy or policies insuring the Association and all Unit owners against any liability to the public or to the owners of Units and the common elements, and their invitees or tenants, incident to the ownership and/or use of the common elements, the liability under which insurance shall be not less than One Hundred Thousand (\$100,000.00) Dollars for property damage (Such limits to be reviewed at least annually by the Board and increased in Its discretion);

(iv) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(v) Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows, and doors of the Units, which the respective Unit owner shall paint, clean, decorate, maintain and repair), and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements;

(vi) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first-class condominium project or for the enforcement of any restrictions or provisions contained herein;

(vii) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular Unit owners. Where one or more Unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit owners and shall, until paid by such owners, constitute a lien on the interest of such owners in the property, which lien may be foreclosed in like manner as a mortgage;

(viii) Maintenance and all repairs of the Parking area shall be maintained by the Association.

(ix) Maintenance and repair of any Unit or any other portion of the property which an unit owner is obligated to maintain or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the property, and the owner or owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to aid owner or owners; provided that the Board shall levy a special assessment against such apartment for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit owner or owners in the property, which lien may be foreclosed In like manner as a mortgage.

(h) Overall management and operation shall be under the direction of Fourth Avenue - Long - B.M.C. until 80% of the units in the total project are sold or until 15 years after date hereof which ever occurs first at which time all maintenance funds, books, accounts, and the entire managing operation shall be turned over to the Association. In order to do so, Fourth Avenue - Long - B.M.C. shall upon 10 days written notice to all unit owners, call the first annual meeting for the purpose of selecting the Board and Officers. Thereafter, an annual meeting of the Association shall be held on the second Tuesday in January in each year for the purpose of electing members of the Board and such other business as may come before the meeting. Special meetings of the Association may be called, for any reasonable purpose, either by the President, or not less than twenty-five (25%) percent of the unit owners, the notice for which shall specify the matters to be considered at such special meeting.

(i) All meetings of the Association shall take place at 8:00 P.M. in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board. Written notice of the holding of any regular or special meeting of the Association stating the date, hour, and place of such meeting shall be delivered or sent in person or by mail to each unit owner in care of his unit at least five (5) days before the date of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. An unit owner may vote either in person or by proxy at any regular or special meeting of the Association. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution.

(j) A president, one or more vice- presidents, a secretary and a treasurer shall be elected at each annual meeting of the Board from among its members. Any such officer may be removed by the vote of a majority of the Board at any time. A vacancy in any office may be filled by the Board for the unexpired term.

(k) The president shall preside over the meetings of the Board and the Association; he may sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments

designated or approved by the Board. In the absence of the president, or in the event of his inability to act, the vice-presidents (in the order elected) shall perform the duties of the president.

(l) The secretary shall keep the minute book wherein all resolutions shall be recorded and shall see that all notices (except the notice for the first annual meeting of the Association) are duly given as herein provided.

(m) The treasurer shall keep all financial records and books of account. All expenses, charges and costs of the maintenance, repairs, or replacements of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto, shall be approved by the Board, and a written voucher thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the common elements (other than for purposes of replacing or restoring portions of the common areas and facilities) requiring an expenditure in excess of One Thousand (\$1,000.00) Dollars without the prior approval of a majority of the unit owners.

(n) Each year on or before December 1, the Board shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the owners according to each owner's percentage of ownership in the common elements. All sums so assessed shall be deemed common expenses. On or before January 1 of each year, and the first of each and every month of said year, each unit owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the first day of February of each calendar year commencing 1980, the Board shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the accounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments due in the succeeding six months after rendering of the accounting. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If said annual budget proves inadequate for any reason. Including nonpayment of any owner's assessment, the Board may at any time levy a further assessment, which shall be

assessed to the unit owners according to each owners percentage of ownership in the common elements. Said further assessment shall also be deemed common expenses. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further, assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such assessments and any other assessments herein provided for.

When the first Board elected hereunder takes office, it shall determine the estimated budget, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in this paragraph.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

In the event of the foreclosure of a lien for unpaid common expenses, the unit owner who is the defendant in such proceedings shall be required to pay a reasonable rental for such unit.

Maintenance expense to be assessed against each unit shall be determined and computed by using the percentage of the architectural square footage of each unit as shown above. The percentage shall not include basements, porches, garages, terraces or decks or any other limited common element.

(o) The Board shall keep full and correct books of account and the same shall be open for inspection by any unit owner or any representative of any unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentage set forth in Paragraph 6 hereof.

(p) Upon ten (10) days notice to the Board, and the payment of a reasonable fee fixed by the Board not to exceed Fifteen (15.00) Dollars, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(q) The Board may from time to time adopt or amend such administrative rules and regulations governing the operation, maintenance, beautification and use of the common elements, the limited common elements, and the unit not inconsistent with the terms, of this Master Deed, as it sees fit, and the unit owners shall conform to and abide by such rules and regulations.

Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of this Master Deed. Such administrative rules and regulations shall be effective upon, and may be amended at any time upon, the affirmative vote of a majority of the unit owners.

(r) Fourth Avenue - Long - B.M.C., their successors or assigns may number and assign to any unit owner the exclusive privilege to use for storage purposes any portion of the property designated for such purposes.

(s) Whenever any notice whatsoever is required to be given under the provisions of this Master Deed, or by-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

(t) Nothing hereinabove contained shall be construed to give any unit owner authority to conduct business for profit on any of the property described on the attached plats.

(u) For the purpose of interpreting the language of KRS 381.890 and 381.895 paragraph 8 (supra) of the Master Deed is incorporated in and made a part of the by-laws of the Association.

This paragraph 11 and the by-laws contained therein shall be exercised by Fourth Avenue - Long - B.M.C. and shall be handled in its entirety by Fourth Avenue - Long - B.M.C. in order to complete the development and to assure the placing of the Association on a sound basis for the protection of all owners in this condominium Project.

(12) Use and Occupancy of Units and Common Areas and Facilities

The units and common elements shall be occupied and used as follows:

(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. 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 Fourth Avenue - Long - B.M.C. 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 apartment owned by such mortgagee. Fourth Avenue - Long - B.M.C. shall have the right to use any unsold unit or units for sales or display purposes.

(c) 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.

(d) Nothing shall be done or kept in any unit or parking stall or in the 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, parking stall 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.

(e) 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, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Board.

(f) 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 under sixteen pounds, 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 provided further that such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. All dogs, cats or other pets so allowed shall be carried by owner while in corridors, lobbies or any other inside common areas.

(g) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants, or constitute waste at common law.

(h) 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.

(i) 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.

(j) 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 regulations of the Board.

(k) 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.

(l) Drapery backing in a building (which is visible from the outside) shall be of an "off white" color, and shall be approved by Fourth Avenue - Long - B.M.C. or the Board.

(m) Locks on all entrance doors to each unit shall not be changed (nor locks added to) without first obtaining permission from Fourth Avenue - Long - B.M.C. or the Board.

(n) All garbage be it wet, solid or otherwise must be placed in plastic bags securely fastened before disposing of same in the garbage disposal chutes or dumpsters.

(o) There shall be no parking of any automobile, bicycle or any other vehicle in any driveway and further there shall be no parking under any portico except for the loading and unloading of passengers.

(13) Violation of Declaration

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 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 regulations adopted by the Board and such violation shall continue for thirty (30) 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 (10) day notice in writing to terminate the rights of the said defaulting owner to continue as an unit owner and to continue to occupy, use of control his unit and thereupon an action in equity may be filed by the 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 apartment 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 apartment 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.

(14) 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.

(15) Grantees

Each grantee of Fourth Avenue - Long - B.M.C. 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, 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.

(16) Incorporation of Association

Fourth Avenue - Long - B.M.C. have heretofore caused the formation of a Kentucky not-for-profit corporation known as "The Harbor at Harrods Creek, Inc.", to act as the council of co-owners as defined in KRS 381.810 (4 & 5) and governing body for all unit owners in administration and operation of the property.

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

(17) 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.

(18) Notice

Notices required or permitted to be given to the Association, the Board, or any unit owner may be delivered to any officer of the Association, member of the Board, or such unit owner at his unit.

(19) Amendments

(a) If during the construction period or before 80% of the total units in the buildings 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 Fourth Avenue - Long - B.M.C. 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 75% of units and 75% 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 75% of all units.

(c) Any amendment, change or modification shall conform to the provisions of the Horizontal Property Law and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges, or obligations of Fourth Avenue - Long - B.M.C. shall be effective without the prior written consent of Fourth Avenue - Long - B.M.C.

(20) 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 (21) years after the death of the survivor of the now living lawful descendants of the incorporators of The Harbor of Harrods Creek. Inc.

(21) 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 and enforceability of any other provision of this Master Deed, and all of the terms hereof are hereby declared to be severable.

(22) Construction

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

IN WITNESS WHEREOF, the said Fourth Avenue Corporation and Long Corporation and Bashford Manor Corporation, 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.

FOURTH AVENUE CORPORATION

BY: Louis A. Arru
Executive Vice-President

LONG CORPORATION

BY: D. Irving Long
President

BASHFORD MANOR CORPORATION

BY: J. Royden Peabody
President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me this 16 day of September, 1980, by Louis A. Arru, Executive Vice-President of Fourth Avenue Corporation, a Kentucky Corporation, on behalf of the Corporation.

My Commission expires: June 15, 1983
Mary M. Wood
NOTARY PUBLIC KENTUCKY
State at Large

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me this 16 day of September, 1980, by D. Irving Long, President of Long Corporation, a Kentucky Corporation, on behalf of the Corporation.

My Commission expires: June 15, 1983
Mary M. Wood
NOTARY PUBLIC KENTUCKY
State at Large

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me this 16 day of September, 1980, by J. Royden Peabody, President of Bashford Manor Corporation, a Kentucky Corporation, on behalf of the Corporation.

My Commission expires: June 15, 1983
Mary M. Wood
NOTARY PUBLIC KENTUCKY

State at Large

PREPARED BY:

James F. Steinfeld

James F. Steinfeld

Attorney at Law

1210 Citizens Plaza

Louisville, Kentucky 40202

584-5265

THIRTEENTH AMENDMENT AND THIRTEENTH AMENDED DECLARATION FOR THE
EXPANDABLE CONDOMINIUM PROJECT KNOWN AS
THE HARBOR AT HARRODS CREEK CONDOMINIUM UNITS

This Declaration, made and entered into by FOURTH AVENUE CORPORATION, (a Kentucky Corporation) - LONG CORPORATION, (a Kentucky Corporation) - BASHFORD MANOR CORPORATION, (a Kentucky Corporation), a Joint Venture, hereinafter sometimes referred to as “Fourth Avenue - Long - B.M.C.”.

WITNESSETH:

WHEREAS, by a Condominium Declaration dated September 16, 1980, and recorded in Deed Book 5187, Page 290, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, Fourth Avenue - Long - B.M.C. subjected and submitted certain real estate to the Kentucky Condominium Property Act; and

WHEREAS, under the Declaration, right is specifically reserved unto the Developer to create, add and subject other buildings to the property denominated “Reserved Area” therein and thereby to add additional or new units to said Condominium; and

WHEREAS, Fourth Avenue - Long - B.M.C. are the owners of and wish to add to said Condominium area the following described real estate which is presently a part of the “Reserved Area” referred to in the Declaration:

BEING that area designated “Reserved Area” as shown on Pages 1 and 2 of Apartment Ownership Book 21 which area lies on the East and West side of Marina Drive in which area there is now constructed buildings K-5 and K-6

WHEREAS, the additional property is now improved with two buildings containing a combined total of ten (10) additional units.

NOW, THEREFORE, Fourth Avenue - Long - B.M.C. for the purposes hereinabove set forth pursuant to the provisions set forth in the Master Deed for the Harbor At Harrods Creek Condominium Units, recorded as above, and in accordance with and by means of the powers therein reserved and conferring on it hereby amends the declaration by;

1) Further declaring that the additional property is hereby deleted from the aforesaid “Reserved Area” and that said additional property is hereby subjected to the provisions of the Act as an integral part of the condominium created by the declaration and that said additional property is to be in all respects governed by the terms and provisions of said Declaration.

2) Amending the legal description of the Units which is set forth in the Declaration by adding the following units:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
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K-5	1, 2, 3 and 4
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K-6	1, 2, 3, 4, 5 and 6
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All of Buildings K-5 and K-6 and the Units referred to immediately above are delineated on the survey of the additional property by The Lantz Company, Registered Surveyor dated June 9th, 1987, and recorded contemporaneously with this Thirteenth Amended Expandable Declaration.

3) Amending the schedule of the percentage of ownership interest in the common elements appurtenant to each unit, set forth in the Master Deed end to reallocate said percentage interest and to read as follows:

<u>BUILDING</u>	<u>UNIT</u>	<u>ARCHITECTUAL SQUARE FEET</u>	<u>PERCENTAGE OF ARCHITECTUAL SQUARE FEET</u>
A1	1	1280	.50
A1	2	1380	.54
A1	3	1586	.62
A1	4	1610	.63
A1	5	1610	.63
A1	6	1586	.62
A1	7	1380	.54
A1	8	1280	.50
A1	9	1012	.40
A1	10	1012	.40
A2	1	1280	.50
A2	2	1380	.54
A2	3	1586	.62
A2	4	1498	.59
A2	5	1610	.63
A2	6	1586	.62
A2	7	1380	.54
A2	8	1280	.50
A2	9	1012	.40
A2	10	1012	.40
B1	1	1920	.75
B1	2	1336	.52
B1	3	1336	.52
B1	4	1332	.52
B1	5	1336	.52
B1	6	1336	.52
C1	1	1920	.75
C1	2	1634	.64
C1	3	1336	.52
<u>BUILDING</u>	<u>UNIT</u>	<u>ARCHITECTUAL SQUARE FEET</u>	<u>PERCENTAGE OF ARCHITECTUAL SQUARE FEET</u>

B2	1	1336	.52
B2	2	1336	.52
B2	3	1332	.52
B2	4	1336	.52
B2	5	1336	.52
B2	6	1920	.75
C2	1	1920	.75
C2	2	1634	.64
C2	3	1336	.52
D1	1.	1336	.52
D1	2	1336	.52
D1	3	1610	.63
D1	4	1610	.63
D1	5	2672	1.05
E1	1	1320	.52
E1	2	1320	.52
E1	3	1600	.63
E1	4	1600	.63
E1	5	1320	.52
E1	6	1320	.52
G1	1	1427	.56
G1	2	1373	.54
G1	3	1373	.54
G1	4	1643	.65
G1	5	1643	.65
G1	6	1427	.56
G2	1	1427	.56
G2	2	1643	.65
G2	3	1643	.65
G2	4	1373	.54
G2	5	1373	.54
G2	6	1427	.56
B3	1	1427	.56
B3	2	1373	.54
B3	3	1373	.54
B3	4	1427	.56
B3	5	1643	.65
B3	6	1643	.65
B4	1	1620	.64
B4	2	1620	.64
B4	3	1427	.56
B4	4	1292	.51
			PERCENTAGE OF
		ARCHITECTUAL	ARCHITECTUAL
		SQUARE FEET	SQUARE FEET
B4	5	1292	.51

B4	6	1427	.56
H1	1	1600	.63
H1	2	1600	.63
H1	3	1974	.78
H1	4	2059	.81
H1	5	2272	.89
H4	1	2272	.89
H4	2	2059	.81
H4	3	1974	.78
H4	4	1600	.63
J1	1	1427	.56
J1	2	1200	.47
J1	3	1273	.50
J1	4	1273	.50
J1	5	1200	.47
J3	1	2123	.83
J3	2	1974	.78
J3	3	2049	.81
J3	4	2272	.89
J4	1	1428	.56
J4	2	1200	.47
J4	3	1338	.53
J4	4	1338	.53
J4	5	1200	.47
J4	6	1428	.56
J2	1	1200	.47
J2	2	1338	.53
J2	3	1338	.53
J2	4	1200	.47
J2	5	1427	.56
K1	1	1200	.47
K1	2	1350	.53
K1	3	1350	.53
K1	4	1690	.67
K1	5	1690	.67
K1	6	1350	.53
K1	7	1350	.53
K2	1	1350	.53
K2	2	1350	.53
K2	3	1690	.67
<u>BUILDING</u>	<u>UNIT</u>	<u>ARCHITECTUAL SQUARE FEET</u>	<u>PERCENTAGE OF ARCHITECTUAL SQUARE FEET</u>
K2	4	1690	.67
K2	5	1350	.53

K2	6	1350	.53
H3	1	1618	.64
H3	2	1374	.54
H3	3	1790	.70
H3	4	1074	.42
H3	5	1074	.42
L1	1	1355	.53
L1	2	1329	.52
L1	3	1332	.52
L1	4	1330	.52
L1	5	1336	.52
L1	6	1351	.53
L3	1	1357	.53
L3	2	1332	.52
L3	3	1334	.52
L3	4	1331	.52
L3	5	1336	.52
L3	6	1358	.53
H2	1	2272	.89
H2	2	2059	.81
H2	3	1974	.78
H2	4	1600	.63
H2	5	1600	.63
L2	1	1456	.57
L2	2	1455	.57
L2	3	1455	.57
L2	4	1455	.57
L2	5	1455	.57
L2	6	1456	.57
L4	1	1456	.57
L4	2	1455	.57
L4	3	1455	.57
L4	4	1456	.57
K3	1	1445	.57
K3	2	1670	.67
K3	3	1890	.74
K3	4	2115	.83
K3	5	1445	.57
K3	6	1670	.67

<u>BUILDING</u>	<u>UNIT</u>	<u>ARCHITECTUAL SQUARE FEET</u>	<u>PERCENTAGE OF ARCHITECTUAL SQUARE FEET</u>
K4	1	1445	.57
K4	2	1670	.67
K4	3	1445	.57
K4	4	1445	.57
K4	5	1670	.67
K5	1	1956	.77
K5	2	2181	.86
K5	3	1445	.57
K5	4	1670	.67
K6	1	1445	.57
K6	2	1670	.67
K6	3	1445	.57
K6	4	1445	.57
K6	5	1956	.77
K6	6	2181	.86
TOTAL		254,482	100.00

The remaining undesignated square foot area of 45,518 represents the maximum unbuilt finished living area of The Harbor At Harrods Creek Condominium Units.

The above schedule percentages in the common elements are calculated on the basis set forth in the Master Deed and this reallocation is accomplished as follows:

(a) Fourth Avenue - Long - B.M.C., to the extent necessary, hereby, exercise all rights conferred upon it by the Declaration in all powers of attorney granted to it by all units owners of the existing units and thereby divests them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each new unit shown in the aforesaid schedule.

(b) Fourth Avenue - Long - B.M.C., to the extent necessary, hereby exercise all powers of attorney granted to it and powers of appointment reserved by it and hereby grants, conveys, and sets over to each owner of each existing unit that share in the new common elements which is necessary to attain for each existing unit the share in the aggregated common elements shown in the aforesaid schedule.

(c) Any other means supportable in law or equity on the basis of the declaration, the deeds issued to each purchaser and this Amended Declaration.

The meaning of the terms, "existing units", "common elements", "new units", "reserved area", "powers of attorney", "granted and reserved unto the developer" are as defined in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for The Harbor At Harrods Creek Condominium Units shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signatures of the duly authorized officers of the parties hereto, this 15th day of June, 1987.

FOURTH AVENUE CORPORATION

By: D. I. Long
President

LONG CORPORATION

By: D. I. Long
President

BASHFORD MANOR CORPORATION

By: J. Royden Peabody
President

CERTIFIED COPY OF FIRST AMENDMENT TO MASTER DEED
HORIZONTAL PROPERTY LAW
FOR THE HARBOR AT HARRODS CREEK CONDOMINIUM UNITS

The following amendment was made to the Master Deed Condominium Declaration dated September 16, 1980, and recorded in Deed Book 5187, Page 290 in the office of the Clerk of the County Court of Jefferson County, Kentucky, and the said following amendment was made on December 18, 1989 by more than 75% of the owners of units and 75% of first mortgagees having bona fide liens of record against units, the original signatures to said Declaration of First Amendment to Master Deed of the Horizontal Property Law for the Harbor at Harrods Creek Condominium Units being on file at the office of the corporation of the Harbor At Harrods Creek, Inc., 2000 One Riverfront Plaza, Louisville, Kentucky, 40202. Said first amendment provides:

WITNESSETH:

WHEREAS, by a Condominium Declaration dated September 16, 1980, and recorded in Deed Book 5187, Page 290, in the office of the Clerk of the County Court of Jefferson County, Kentucky, certain property was subjected and submitted to the Kentucky Condominium Property Acts and WHEREAS, under the Master Deed, right is specifically reserved unto the owners of units and mortgagees to amend, change, or modify the Master Deed; and

WHEREAS, the parties hereto are 75% owners of the units and 75% of the mortgagees who wish to amend the Master Deed.

NOW, THEREFORE, pursuant to the provisions set forth in the Master Deed, recorded as above, and in accordance with and by means of the powers therein reserved, the owners and mortgagees hereby amend, change, and modify the Master Deed Condominium Declaration dated September 16, 1980 by:

1. Deleting the first paragraph of Article (8) "Damage or Destruction" in its entirety, and
2. Substituting in its stead the following:

In case of fire or other destruction or damage, the Regime's insurance indemnity, except as provided herein, shall be applied to reconstruct and repair the common elements affected and the following:

a) All improvements shown on all amendments and amended declarations for the expandable condominium project known as the Harbor at Harrods Creek Condominium units, which may be of record.

b) The following portions of each "unit": Plumbing, electrical wiring, including outlets, switches and controls, interior unfinished walls and floors (excluding wall and floor covering) cabinets and the original of plumbing and fixtures, (excluding saunas, hot tubs, and whirlpools) and the original of all windows, doors, porches and decks. Provided, however, that finished basements shall be excluded.

c) For the sole purpose of insurance indemnity, the foregoing property shall be deemed general common elements.

Except as set forth herein, the Declaration of Master Deed for the Harbor at Harrods Creek Condominium units shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the unit owners and mortgagees consenting this 18th day of December, 1989.

I certify the foregoing is a true and correct copy of said first amendment to Master Deed.

The Harbor at Harrods Creek, Inc.

By: Harry S. Sladen

Title: Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Subscribed and sworn to before me by Harry S. Sladen the secretary of The Harbor at Harrods Creek, Inc., this 9th day of March, 1990.

My Commission expires: 10 / 22 / 91

[illegible]

NOTARY PUBLIC

STATE-AT-LARGE, KENTUCKY

Prepared by:

Diana L. Skaggs

DIANA L. SKAGGS

Attorney at Law

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Louisville, Kentucky 40202

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