

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
589-6240

BOOK 4748 PAGE 711

MASTER DEED  
HORIZONTAL PROPERTY LAW  
OF KENTUCKY  
FOR  
GASLITE SQUARE CONDOMINIUM HOMES  
SECTION 3  
4825 SHERBURN LANE  
LOUISVILLE, KENTUCKY 40207

7-11-73

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W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
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588-6240

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Attached

THIS DECLARATION made and entered into this 29 day of

August, 1974, by ARTHUR W. HOWARD, TRUSTEE, hereinafter referred to

as Howard.

WITNESSETH:

THAT WHEREAS Delcrest, Inc., hereinafter referred to as Del-

crest, was the owner in fee simple of the tract of land hereinafter described

located at 4825 Sherburn Lane, St. Matthews, Kentucky 40207; and

WHEREAS said Delcrest submitted a tract of land located at 4875

and 4851 Sherburn Lane to the Kentucky Horizontal Property Law, as amended,

and said Declaration was executed on March 15, 1974, and was recorded in

Deed Book 4714, Page 68, in the Office of the Clerk of the County Court of

Jefferson County, Kentucky; that in said Declaration Delcrest specifically re-

served the right to submit to the Horizontal Property Law, as amended, an

additional section known as Section or Tract 3, Building B, at 4825 Sherburn

Lane, St. Matthews, Kentucky, and which was to be submitted in substantially

the same form as the property submitted to that regime in Deed Book 4714,

Page 68, in the Office of the Clerk aforesaid; and this Declaration will set out

identical rights and privileges in the Club House or Community Building known

as Tract 2, Building C, and the owners of the building hereinafter submitted

by this Declaration shall have the same total ownership in the Club House,

Building C, Tract 2, as the owners of Section 1, Building A, now have; and

WHEREAS Howard has acquired title to said Section or Tract 3,

Building B, by deed dated July 31, 1974, of record in Deed Book

4742, Page 509, in the Office aforesaid, and now desires to and does hereby

submit and subject such real estate, together with all buildings, structures,

improvements, and other permanent fixtures of whatever kind, and rights and

privileges belonging or in anywise pertaining to the provisions of the Kentucky

W. SCOTT MILLER, JR.

ATTORNEY AT LAW

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W. SCOTT MILLER, JR.  
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SUITE 602  
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Horizontal Property Law, KRS. 381.805 to .910, as amended, now referred to as the Condominium Property Regime; and

WHEREAS Howard desires to establish certain rights and easements in, over and upon said real estate for the benefit of the Trustee himself and all future owners of any part of said real estate, and any unit or units thereof or therein contained (sometimes referred to as apartments), and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS Howard desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property in each of the separate tracts shall at all times enjoy the benefits of and shall hold their interests 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, Howard 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, now known as the Condominium Property Regime, is legally described as follows:

BEGINNING at a point in the Northernly line of Sherburn Lane at the Southwesterly corner of the tract conveyed to Delcrest, Inc. by deed recorded in Deed Book 4238, Page 323, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence along the Westerly line of said Delcrest, Inc. tract North 31 degrees 52 minutes 18 seconds West, 119.22 feet to a point in the Northernly line of said Delcrest, Inc. tract North 58 degrees 07 minutes 42 seconds East 478.34 feet to a point; thence South 31 degrees 52 minutes 18 seconds East 140.00 feet

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to a point in the aforesaid Northernly line of Sherburn Lane; thence along said Northernly line of Sherburn Lane South 58 degrees 07 minutes 42 seconds West 287.70 feet to a point; thence North 25 degrees 25 minutes 32 seconds West 4.58 feet to a point; thence South 62 degrees 58 minutes 53 seconds West 191.84 feet to the point of beginning.

TOGETHER WITH the right, title and interest in and to the property set out as Tract 2 in the Master Deed recorded in Deed Book 4714, Page 68, in the Office of the Clerk aforesaid, which has heretofore been subjected to the Horizontal Property Regime, now known as Condominium Property Regime, and by its terms the owners of Tract 3, the property hereinabove subjected to the Horizontal Property Regime, now known as Condominium Property Regime, will own a percentage interest in said Tract 2, which said interest shall be set out hereinafter and shall be equal to one-half (1/2) of the percentage interest that the owners will hold in the respective units, more specifically described in Paragraph 6 (Percentage Interest), and which is the property adjacent to the property herein subjected to the condominium and contains that tract of land on which is located the Club House or Community Building, Building C.

BEING Tract 3 as divided by Deed of Partition dated March 15, 1974, of record in Deed Book 4714, Page 62, in the Office of the Clerk aforesaid, and a part of the property conveyed to Delcrest Design and Construction Company (now Delcrest, Inc.), a corporation, by deed dated November 22, 1968, of record in Deed Book 4238, Page 323, in the Office of the Clerk aforesaid, and being the same property conveyed to Arthur W. Howard, Trustee, by deed dated July 31, 1974, of record in Deed Book 4842, Page 509, in the Office of the Clerk aforesaid.

Said real estate is also described and delineated on a plat of survey attached hereto as Exhibit A which by reference thereto is made a part hereof, and from said plat of survey the above description was written. Said real estate and all improvements thereon and appurtenances thereto shall be known as Gaslite Square Condominium Homes, a condominium. Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
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The Condominium Home (Unit) numbers of each of the condominium

(3) Condominium Homes (Units)

It is constructed of the following principal materials: masonry, concrete, and all other building materials normally used in the construction of a building of this type. The principal materials of which said building is constructed are more fully set out in said floor plans and specifications.

\* Exclusive of off-sets, outside balconies, and off-sets (corridors) at ends of building

Building B on Tract #3  
4827 Sherburn Lane  
Condominium Homes No. 100 - 111  
200 - 211  
300 - 311  
78.9 x 233.3 feet  
55,222.11 sq. ft.\*

hereof:

Said building has a total square footage and dimensions as herein- after set out and as fully shown by the plan attached hereto and made a part apartment homes (units) and contains three (3) floors.

The building on said real estate is fully described in a set of floor plans of the building filed simultaneously with recording hereof pursuant to KRS 381.835, Subsection (2) and by reference thereto made a part of this Mas- ter Deed, is three stories in height and is rectangular with balconies, set-offs for walks, porches, patios and stairs as fully shown and certified by the en- gineer to be located on said plan. Said building consists of thirty-six (36)

2. Description of the Building

The term "Owner" as used herein and throughout this Master Deed shall have the same meaning as the term "Co-Owner" provided in KRS 381.810(4).  
"Unit", "Condominium", "Master Deed", "General Common Elements", "Limited Common Elements", "Common Expenses", "Limited Common Expenses", "Person", and "Property".

as Condominium Property Law, as amended:

provided for such words and terms in the Horizontal Property Law, now known

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
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The general common elements shall consist of all property of the tract or section on which the apartment is located (as hereinafter defined) except the individual units and any portion of the property or appurtenances there- to described as limited common elements and shall include but not be limited to the land and any improvements and fixtures attached thereto, corridors, foundations, columns, girders, beams, supports, and those portions of the exterior wall beyond the exposed face of the unfinished interior walls of the units and those portions of the walls and partitions dividing the units for corri- dors, stairs, and storage areas located behind the exposed interior surfaces of the perimeter walls enclosing the unit, together with the corridors, halls, stairways, entrances and exits, lobby, garbage area, storage area, parking

(4) Description of the Common Elements

The location, approximate area, and immediate common area to which each unit has access are set forth in said floor plans. The legal des- cription of each unit shall consist of its number and building as aforesaid fol- lowed by the words, "in Gaslite Square Condominium Property Regime". Each condominium home (unit) shall consist of the space enclosed and bounded by the horizontal plane as originally noted on said plans, subject only to the ease- ments and encroachments hereinafter set out in detail in Paragraph 9, of the such unit as are shown on said plans attached hereto, and shall include the ex- clusive right to use the limited common elements immediately adjacent to said unit as shown by said plan or plat.

- 100, 101, 102, 103, 104, 105, 106,
- 107, 108, 109, 110, 111
- 200, 201, 202, 203, 204, 205, 206,
- 207, 208, 209, 210, 211
- 300, 301, 302, 303, 304, 305, 306,
- 307, 308, 309, 310, 311

homes are fully set forth in said Floor Plans and are as follows:

111 301 071 R-111111

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
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LOUISVILLE, KENTUCKY 40202  
888-6240

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area, roof, terrace, pipes, wires, flues, ducts, cables, conduits, public utility lines and other common elements located inside of units, floors and ceilings, all installations outside the units for service such as power, light, telephone, water, gas, all sewer and drainage pipes (other than the interior surfaces thereon located within the unit perimeter walls), structural parts of the building, outside walks, and any limited common elements attached thereto and carports as set out in Section 5, Definition and Description of Limited Common Elements. Common elements shall include tangible personal property used for the maintenance and operation of said "condominium property regime even though owned by the association hereinafter described, together with all land and improvements located thereon on Tract or Section #2, Building C, which is called the Club House or Community Building and made a part hereof as a general common element which shall be owned jointly by Section 3 which contains Building B and Section #1 which contains Building A, which has previously been declared.

The land, together with all improvements located on Tract #2 which is the Club House or Community Building, made a part hereof is part of the general common elements for Section #3 which contains Building B and Section #1 which contains Building A.

Common elements shall include all land, lawns, gardens, pool, pool deck, and Club House, together with all amenities whether located in the section so conveyed or in the section which contains the Club House or Community Building.

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 and contained therein or thereon, including the building and all easements, rights and appurtenances thereto and all fixtures and equipment intended for the mutual



W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
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Howard, Howard shall have the right to designate any carport or portion of the parking area which are set out in Page 1 of the plat attached hereto as limited common elements (as defined in the Horizontal Property Law, now called the Condominium Property Law) reserved for the use (for the parking of an auto-mobile) of any unit to the exclusion of all other units in the building. Each unit shall have one designated parking space which shall be designated by Howard and shall be so numbered in the parking area, and shall be as close to the

(b) Until all units in Section 3, Building B, have been sold by Howard, Howard shall have the right to designate any carport or portion of the parking area which are set out in Page 1 of the plat attached hereto as limited common elements (as defined in the Horizontal Property Law, now called the Condominium Property Law) reserved for the use of the respective unit adjoining such patio or balcony to the exclusion of all other units in the building.

(a) The balcony, or lania, both exterior or interior as the case may be, adjoining a unit shall be a limited common element (as defined in the Condominium Property Law) reserved for the use of the respective unit adjoining such patio or balcony to the exclusion of all other units in the building.

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 common element which shall be maintained as any other common element, but limited to the use, enjoyment, and occupancy of the particular unit or units.

(5) Definition and Description of Limited Common Elements  
mon elements of the unit and section purchased.  
amount equal to one-half (1/2) of the percentage interest conveyed in the common elements of the unit and section purchased.

Sections # 3 and #1, and shall include in addition to the particular unit owned and the undivided prorate share of the common elements of that section, an undivided interest in and to Section #2 or Building C, known as the Club House or Community Building, in a fractional amount set out in the right-hand column of Paragraph 6 opposite the designation of the unit number, section number and percentage. The percentage owned in Section #2 or Building C shall be an amount equal to one-half (1/2) of the percentage interest conveyed in the common elements of the unit and section purchased.

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owner's unit as is practicable. Units may have a designated carport, and it shall be so designated by Howard and numbered, and may be re-designated by Howard until the last unit in this section is sold, and the conveyance of the unit shall convey the interest of that unit to that limited common element and shall be so noted on the deed of conveyance. Other spaces are reserved for owners' additional cars or guest cars but shall not be exclusively reserved. This condition is deemed to be a condition running with the land and any subsequent owner or owners taking title in this condominium shall be so entitled to these rights.

All right, title and interest in and to that limited common element known as a carport may be transferred individually from one owner to another. Maintenance will be by the Association and treated as any other common element.

(c) The words "parking area" whenever used herein mean the area provided for the parking of automobiles only, with or without additional improvements other than the paving or hard surfacing of an area for parking of automobiles as is built and constructed adjacent to each section of the condominium regime, to-wit: Tract or Section # 3 and Tract or Section # 1.

(d) The word "carport" whenever used herein means the parking area with improvements located thereon and being described specifically as carports, when and if built.

(e) Howard or his successor retains the exclusive right to transfer and convey the exclusive right to use any unreserved parking area or carport, if any, and this right shall survive the transfer of the management to the Association; provided, however, this assignment may only be made to unit owners of Gaslite Square Condominium, Sections 1 and 3.

6. Percentage Interests

The percentage of the undivided interest in the common elements

appertaining to each unit and its owner for all purposes, excluding voting is as follows:

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602

ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
589-6240

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W. SCOTT MILLER, JR.  
 ATTORNEY AT LAW  
 SUITE 602  
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Paragraph 12 hereof.

The building and the units therein are intended for and restricted exclusively to residential use. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in

| Percentage in Tract #2, Bldg. C (Club House or Community Bldg.) | Percentage in Tract or Section #3 | Unit Number | (7) Purpose        |
|-----------------------------------------------------------------|-----------------------------------|-------------|--------------------|
| 1.241735                                                        | 2.48347                           | 100         | Building B         |
| 1.241735                                                        | 2.48347                           | 101         | Tract #2           |
| 1.241735                                                        | 2.48347                           | 102         | 4825 Sherburn Lane |
| 1.545110                                                        | 3.09022                           | 103         |                    |
| 1.545110                                                        | 3.09022                           | 104         |                    |
| 1.381215                                                        | 2.76242                           | 105         |                    |
| 1.381210                                                        | 2.76242                           | 106         |                    |
| 1.378430                                                        | 2.75686                           | 107         |                    |
| 1.378430                                                        | 2.75686                           | 108         |                    |
| 1.545110                                                        | 3.09022                           | 109         |                    |
| 1.241735                                                        | 2.48347                           | 110         |                    |
| 1.241735                                                        | 2.48347                           | 111         |                    |
| 1.241735                                                        | 2.48347                           | 200         |                    |
| 1.241735                                                        | 2.48347                           | 201         |                    |
| 1.545110                                                        | 3.09022                           | 202         |                    |
| 1.545110                                                        | 3.09022                           | 203         |                    |
| 1.381215                                                        | 2.76243                           | 204         |                    |
| 1.381215                                                        | 2.76243                           | 205         |                    |
| 1.378430                                                        | 2.75686                           | 206         |                    |
| 1.378430                                                        | 2.75686                           | 207         |                    |
| 1.545110                                                        | 3.09022                           | 208         |                    |
| 1.545110                                                        | 3.09022                           | 209         |                    |
| 1.241735                                                        | 2.48347                           | 210         |                    |
| 1.241735                                                        | 2.48347                           | 211         |                    |
| 1.241735                                                        | 2.48347                           | 300         |                    |
| 1.241735                                                        | 2.48347                           | 301         |                    |
| 1.545110                                                        | 3.09022                           | 302         |                    |
| 1.545110                                                        | 3.09022                           | 303         |                    |
| 1.381215                                                        | 2.76243                           | 304         |                    |
| 1.381215                                                        | 2.76243                           | 305         |                    |
| 1.378430                                                        | 2.75686                           | 306         |                    |
| 1.378430                                                        | 2.75686                           | 307         |                    |
| 1.545110                                                        | 3.09022                           | 308         |                    |
| 1.545110                                                        | 3.09022                           | 309         |                    |
| 1.241735                                                        | 2.48347                           | 310         |                    |
| 1.241735                                                        | 2.48347                           | 311         |                    |
| 50.000000%                                                      | 100.00000%                        | Total       | (7) Purpose        |

Total in CL 1 1/2

(8) Damage or Destruction

(a) In the event of damage or destruction of less than two-thirds (2/3) of any building of the regime, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. If the insurance proceeds are not sufficient to cover the costs of reconstruction, then the provisions of Chapter 381, Kentucky Revised Statutes shall be applicable. As used in Chapter 381, in the phrase "all the co-owners directly affected by the damage" and in the phrase "all the co-owners benefitted thereby", the word "co-owners" shall be deemed to refer to the owners of units in the building.

(b) In the event of destruction of all or more than two-thirds (2/3) of any building, the provisions of KRS 381.890(2) shall be applicable. As used in KRS 381.890(2) in the phrase "the indemnity shall be delivered pro rata to the co-owners entitled to it in accordance with provision made in the by-laws or in accordance with a decision of three-fourths (3/4) of the co-owners", the word "co-owners" shall in each case used be deemed to refer to the owners of an "interest" in the building destroyed. The words "pro rata" in KRS 381.890(2) shall mean the ratio of the value of each unit to the total value of the building damaged.

(c) In the event the unanimous agreement of the co-owners to reconstruct required by KRS 381.890(2) is not evidenced by an agreement in writing executed by the co-owners of the building destroyed within one month following the catastrophe, the decision not to reconstruct shall be presumed to have been made.

(d) In the event the unanimous agreement of the co-owners to reconstruct required by KRS 381.890(2) is not obtained and the insurance proceeds are delivered to the owners in the destroyed building, the acceptance of the insurance proceeds ratably payable to such co-owner by such owner or his duly authorized agent, executor, administrator, guardian or committee, or the

W. SCOTT MILLER, JR.  
 ATTORNEY AT LAW  
 SUITE 602  
 ONE RIVERFRONT PLAZA  
 LOUISVILLE, KENTUCKY 40202  
 559-6240

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
588-8240

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payment of such insurance proceeds to mortgagees and other lienholders en-

titled thereto under loss-payable clauses. The real estate then remaining

shall be sold and the net proceeds divided according to the percentage interest

of each co-owner.

(e) Any new building/shall not exceed the total number of units in

the destroyed building, and shall be built according to the general plan and

scheme and in architectural conformity to the remaining buildings in the pro-

ject, and such purchaser shall not withdraw property from the terms and pro-

visions of this Master Deed.

(f) Each unit owner shall own an undivided interest, in the percen-

tage hereinabove set forth, 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 the common elements for all pur-

poses 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 right shall be

appurtenant to and run with his unit.

(g) No unit shall be deeded, 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.

(h) The term "unit" as used herein and throughout this Master

Deed shall mean an "apartment" as defined in KRS 381.810(1), together with

the percentage of undivided ownership interest in the common elements of the

section allocated to such unit in accordance with Paragraph 6, together with

the percentage of interest in and to Section #2, Building C, as set out in said

Paragraph 6. Any conveyance of an individual unit shall be deemed also to

convey the undivided interest of the owner in the common elements, both

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*on said tract*

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W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
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ment occurred due to the willful conduct of said owner or owners. In addition of any unit or in favor of the owners of the common elements if such encroach- shall a valid easement for any encroachment be created in favor of the owner containing such unit shall remain standing; provided, however, that in no event mon elements as the case may be, so long as all or any part of the building are hereby established and shall exist for the benefit of such unit and the com- common elements, valid easements for the maintenance of such encroachments any part of any other unit or any part of any unit encroaches on any part of the part of the common elements to encroach, or shall thereafter encroach, upon building or any part of the building which causes any part of any unit or any (c) In the event that by reason of settlement or shifting of the common elements as they exist on the date of the recording hereof.

conduits and wires and equipment over, under, along and on any part of the pipes, sewer lines, gas mains, telephone wires and equipment, and electrical to the right to install, lay, maintain, repair, and replace water mains and addition to easements of record, for utility purposes including but not limited (b) Easements are hereby declared, reserved and granted, in

tegrity of the building. floor; provided same can be constructed without impairing the structural in- granted an easement to join together any two (2) or more units on the same (a) The developer, or owner as the case may be, is hereby

(9) A. Easements and Encroachments

site the unit number. including also the Club House in the percentages set out in Paragraph 6 oppo- not be the object of an action for partition or division of the co-ownership, cularly referring to same, such interests shall remain undivided and shall general and limited, appertaining to said unit without specifically or parti-

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W. SCOTT MILLER, JR.  
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559-6240

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to the foregoing, it is expressly understood that an easement for support is

included in this section of the Master Deed.

(d) All easements and rights described herein are easements

appurtenant, running with the land, and shall insure to the benefit of and be

binding on the undersigned, its successors and assigns, and any owner, pur-

chaser, mortgagee, and other person having an interest in said land or any

part or portion thereof.

(e) Reference to the regime in deeds of conveyance, or in any

mortgage or trust deed or other evidence of obligation, to the easements and

rights described in this Master Deed shall be sufficient to create and reserve

such easements and rights to the respective grantees, mortgagees, and trus-

tees 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.

(9) B. Right of Use (Easement)

Subject to the provisions of Subsection (9) A, there has been

created an easement of enjoyment in and to the common properties of Tract or

Section #2, Building C, and such easement shall be appurtenant to and shall

pass with the title of every unit in Section #3, Building B, and Section #1, Build-

ing A, and the owners and/or tenants of Building B shall have the same right of

enjoyment as the owners and/or tenants of Building A. Such right and ease-

ment of enjoyment shall include the right to the non-exclusive use by the owners

or tenants, whichever the case may be, subject to the reasonable restriction as

hereinafter set forth of said common area for recreation, social, physical

needs and desires, and to contribute to the common health, security and happi-

(10) Sale, Leasing or Other Alienation

Paragraph (10) adopts in its entirety Section (10) as set out in the

Master Deed of Declaration for Gaslite Square Condominium Homes executed

COPIES OF THIS PAGE

March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by reference, except that where the name "Delcrest" appears in said section the word "Howard" shall be substituted therefor; where the word "apartment" appears the word "unit" shall be substituted therefor and shall have the same meaning and the same rights that the term "apartment" had; and where the term "Horizontal Property Regime" appears the term "Condominium Property Regime" shall be substituted therefor.

(11) Association (Council of Co-Owners); By-Laws

Paragraph (11) adopts in its entirety Section (11) as set out in the Master Deed of Declaration for Gaslite Square Condominium Homes executed March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in the Office of the Clerk aforesaid, by reference, except that where the name "Delcrest" appears in said section, the word "Howard" shall be substituted therefor, and where the word "apartment" appears the word "unit" shall be substituted therefor and shall have the same meaning and the same rights that the term "apartment" had, with the exception of (g)(v) and (h)(ii) which shall read as follows:

(g)(v) landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the common elements including the parking area, and carports which are limited common elements but will be treated in the same manner as all other common elements insofar as maintenance (but not including the interior surfaces, windows, and doors of the units, which the respective unit owners 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;

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
558-6240



W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
889-6240

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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.

(14) Entry by Board

Paragraph (13) adopts in its entirety Section (13) as set out in the Master Deed of Declaration for Gaslite Square Condominium Homes executed March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in the Office of the Clerk aforesaid, by reference, except that where the word "apartment" appears the word "unit" shall be substituted therefor and shall have the same meaning and the same rights that the term "apartment" had, and where the term "Horizontal Property Regime" appears the term "Condo-minium Property Regime" shall be substituted therefor.

(13) Violation of Declaration

Paragraph (12) adopts in its entirety Section (12) as set out in the Master Deed of Declaration for Gaslite Square Condominium Homes executed March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in the Office of the Clerk aforesaid, by reference, except that where the name "Delcrest" appears in said section, the name "Howard" shall be substituted therefor; and where the word "apartment" appears the word "unit" shall be substituted therefor and shall have the same meaning and the same rights that the term "apartment" had.

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

(h)(ii) The management of Section 3 shall be turned over to the Association within thirty (30) days of the closing of the last unit of said section by Howard. The management of Tract 2, Building C, or Club House, will be turned over to the Association within thirty (30) days of the closing of the last of Section #1.

W. SCOTT MILLER

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

Paragraph (15) adopts in its entirety Section (15) as set out in the

Master Deed of Declaration for Gaslite Square Condominium Homes executed

March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in

the Office of the Clerk aforesaid, by reference, except that where the name

"Delcrest" appears in said section, the name "Howard" shall be substituted

therefor, and where the term "Horizontal Property Regime" appears the

term "Condominium Property Regime" shall be substituted therefor.

(16) Incorporation

Paragraph (16) adopts in its entirety Section (16) as set out in the

Master Deed of Declaration for Gaslite Square Condominium Homes executed

March 15, 1974, by Delcrest, Inc., recorded in Deed Book 4714, Page 68, in

the Office of the Clerk aforesaid, by reference, except that where the name

"Delcrest" appears in said section, the name "Howard" shall be substituted

therefor, and where the word "apartment" appears the word "unit" shall be

substituted therefor and shall have the same meaning and the same rights that

the term "apartment" had.

(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) Notices

Notices required or permitted to be given to the Association, the

Board, or any unit owner may be delivered to any officer of the Associa-

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
589-6240

W. SCOTT MILLER, JR.  
ATTORNEY AT LAW  
SUITE 602  
ONE RIVERFRONT PLAZA  
LOUISVILLE, KENTUCKY 40202  
589-6240

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If any of the options, privileges, covenants or rights created by

(20) Violation of Certain Rules

Section #1 have.

same rights and privileges in Tract #2, Building C, as the owners of Tract or  
or Section #3 which contains Building B and which, if added, would have the  
Deed Book 4714, Page 68, in the Office of the Clerk aforesaid, by adding Tract  
the right to amend the Master Deed executed on March 15, 1974, of record in

Delectest in its previous declaration of Sections #1 and #2 reserved

without the prior written consent of Howard.

which affects the rights, privileges, or obligations of Howard shall be effective

effective upon recordation thereof. No change, modification or amendment

shall conform to the provisions of the Condominium Property Law and shall be

prior to the date of such affidavit. Any amendment, change or modification

having bona fide liens of record against any unit not less than ten (10) days

change or modification has been mailed by certified mail to all mortgagees

by an officer of the Association certifying that a copy of the amendment,

least seventy-five (75%) per cent of the unit owners, and containing an affidavit

modification signed and acknowledged by all of the members of the Board, at

modified by an instrument in writing setting forth such amendment, change or

units. Other provisions of this Master Deed may be amended, changed or

unit owners, and all mortgagees having bona fide liens of record against any

fication signed and acknowledged by all of the members of the Board, all of the

fied by an instrument in writing setting forth such amendment, change or modi-

and this Paragraph 19 of this Master Deed may be amended, changed or modi-

paragraphs (b) and (i) of Paragraph 10, sub-paragraph (n) of Paragraph 11,

The provisions of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, sub-

(19) Amendments

tion, member of the Board, or such unit owner at his unit.

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this Master Deed shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Gerald R. Ford, President of the United States.

(21) Severability

The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provisions, shall not impair or affect in any manner the validity, enforceability, or effect of the rest 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 liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium apartment development.

IN WITNESS WHEREOF, the said Howard has caused this Master

Deed to be signed at Louisville, Kentucky, on the day and year first above

written.

*(Signature)*  
ARTHUR W. HOWARD, TRUSTEE

STATE OF KENTUCKY }  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me this 29<sup>th</sup>

day of August, 1974, by Arthur W. Howard, Trustee.

My commission expires June 30, 1978.

*(Signature)*  
Notary Public, Jefferson County, Kentucky

Instrument prepared by

*(Signature)*

W. SCOTT MILLER, JR.

ATTORNEY AT LAW

SUITE 602

ONE RIVERFRONT PLAZA

LOUISVILLE, KENTUCKY 40202

889-6240