

**MASTER DEED
FOR
CHAMBERLAIN SQUARE CONDOMINIUMS**

Chamberlain Lane Development, LLC, a Kentucky limited liability company, P.O. Box 153, Prospect, Kentucky 40059, hereafter referred to as the Developer, on the 20th day of October, 2006, submits the herein described property to the condominium form of ownership and use in the manner provided by the Kentucky Horizontal Property Law as set out in KRS 381.805 through 381.910, as amended. The property is located in Jefferson County, Kentucky and is more particularly described as follows:

Property Description Attached as Exhibit A

In order to create a Condominium Project consisting of the property described above and the improvements thereon (the "Project"), to be known as Chamberlain Square Condominiums, the Developer hereby submits this property and all the Developer's interest therein to a horizontal property regime to be developed in phases and in furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to this Declaration. The provisions of this Master Deed constitute covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Project.

A. Definitions. Certain terms as used in the Master Deed shall be defined as follows:

1. "Council of Co-owners" or "Council" means all of the unit owners acting as a group in accordance with the Master Deed, any amendments thereto, the By-Laws and any other

governing documents.

2. "General Common Elements" means and includes, as provided in KRS 381.810(7):

- (a) The land in fee simple described hereinabove;
- (b) The foundations, main walls, roofs and entrances and exits or communication ways;
- (c) The grounds, landscaping, roadways, parking areas and walkways;
- (d) The compartments or installations of central services such as power, gas, electric, sewerage, cable television, telephone, light, cold and hot water, reservoirs, water tanks and pumps, traffic control and the like;
- (e) All other devices or installations existing for common use; and
- (f) All other elements of the buildings and grounds rationally of common use or necessary to its existence, upkeep and safety.

3. "Limited Common Elements" means and includes, pursuant to KRS 381.810(8), as expanded upon herein, those Common Elements which are reserved for the use of a certain unit or number of units to the exclusion of other units including but not exclusively limited to:

- (a) Entrances and exits to the unit;
- (b) Utility service facilities serving a unit or several units;
- (c) Windows and window frames for each unit; and
- (d) Patios.

4. "Unit" or "Condominium Unit" means the enclosed space consisting of one or more rooms occupying a single floor in a building having direct access to the Common Elements,

as shown on the plans of the Project recorded herewith or to be recorded under Section B of this Declaration. Notwithstanding that some of the following might be located in the General Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment, electrical facilities, hot water heater, telephone, cable television, window panes, dishwasher and other equipment located within or connected to said Unit for the purpose of serving same are a part of the Unit. Provided, however, any interior load bearing wall of a Unit shall be considered a General Common Element.

5. "Common Expenses" means and includes all charges, costs and expenses incurred by the Council for and in connection with the administration of the Project, including, without limitation thereof, operation of the Project, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the General and Limited Common Elements, any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the General and Limited Common Elements and their use; all premiums for hazard, liability and other insurance with respect to the Project; all liabilities incurred in acquiring a unit pursuant to judicial sale; and all administrative, accounting, legal and managerial expenses shall constitute Common Expenses of the Project for which the Unit owners shall be severally liable for their respective proportionate shares in accordance with their percentage of common interest. In addition, Common Expenses shall include those amounts designated by the Board of Administration, to be necessary to create a Capital Replacement Fund pursuant to Section J(4) hereof.

B. Description of Units. The Project consists of twenty-eight (28) units in seven (7) building(s) previously constructed.

Each unit owner by acceptance of a deed to a unit acknowledges, consents, and agrees to this Master Deed, to each amendment that may in the future be executed by Developer and recorded, and to the following:

(i) The portion of the additional common elements and any additional limited common elements described in each such amendment shall be governed in all respects by the provisions of this Master Deed.

(ii) The percentage of ownership in the common elements appurtenant to each unit shall be determined in accordance with each Unit's percentage of common interest, representing the floor area of the unit in relation to the floor area of all units in the Project.

(iii) A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a unit to so amend the Master Deed from time to time.

(iv) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements made a part of the condominium project by a recorded amendment, 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 such mortgage shall automatically include and attach to such additional common elements as such amendments are recorded.

(v) Each unit 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 amendment 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 amendment.

(vi) The recording of each such amendment shall not alter the amount of the lien for expenses assessed to a unit prior to the date of such amendment.

(vii) Each unit owner by acceptance of the deed conveying his unit agrees for himself and all those claiming under him, including mortgagees, that the Master Deed and each Amendment is and shall be deemed to be in accordance with the Kentucky Horizontal Property Law and, for purposes of the Master Deed and Kentucky Horizontal Property Law.

No future Board of Administration acting for and on behalf of the Council shall amend the Master Deed or adopt or amend any Bylaws which would hinder, obstruct, or jeopardize Developer's interest in the present or future development of the condominium project.

The Units are shown on plans recorded in the Office of the Clerk aforesaid in Apartment Ownership Book ____, Pages ____ through ____.

C. Common Interest. The undivided percentage of common interest for each Unit, including voting, is shown in Exhibit B, attached hereto and made a part hereof by reference, and same may be amended from time to time by instruments recorded in the Office of the County Clerk.

D. Easements. The Units and Common Elements shall have and be subject to the following easements:

1. An easement for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or under any Unit, which facilities are utilized for or serve more than that Unit, said facilities being a part of the General Common Elements.

2. An easement for ingress and egress for the maintenance, repair and replacement of any load bearing wall located within a Unit.

3. If any part of the General Common Elements encroaches upon any Unit or Limited Common Element, a valid easement for such encroachment, the maintenance, repair and replacement thereof, so long as it continues, shall and does exist. If in the event any building of this Project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the General Common Elements due to reconstruction shall be permitted, and valid easements for such encroachments and of maintenance, repair and replacement thereof shall exist.

4. An easement for ingress and egress and maintenance in favor of any public utility providing utility service to the Condominium Project for the purpose of maintenance, repair, and replacement of the facilities and equipment necessary to provide said services, said utility to exercise this right in a reasonable manner.

5. An easement in favor of the Council of Co-owners, exercisable by the Board of Administration and its agents, to enter any Unit and any Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Condominium Project or, in the event of emergency, at any time for necessary action to prevent damage to any part of the Project. This easement shall include the right of entry to enforce the rules and regulations of the Board.

6. Easements of record affecting the Project property as shown on the recorded plans.

7. In addition, Developer may, until it relinquishes control and thereafter the Board representing the Council of Co-Owners may, authorize its President or Vice-President to execute documents to grant easements for utility or roadway purposes for the benefit of the Condominium Project or any parts thereof.

E. Partition. The General Common Elements and Limited Common Elements, shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Horizontal Property Law of Kentucky.

F. Restrictions. The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. The Unit shall be used only for residential purposes, as the case may be, and shall be subject to such limitations and conditions as may be contained herein, or in the By-Laws of the Council of Co-Owners, or any Project rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units, the Limited Common Elements and General Common Elements.

2. Violation of this Declaration, the By-Laws or any rules of the Project property adopted by the Board of Administration, may be remedied by the Board, or its agent by legal action for damages, injunctive relief, restraining order, or specific performance.

3. In addition, an aggrieved Unit owner may maintain a legal action for similar relief.

4. Notwithstanding the residential restrictions above, the Developer shall be permitted to use unsold Units as models or sales offices.

5. No unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner unless a copy of the lease and the names of the individuals who will be occupying the unit are first furnished to the Board of Administration.

6. Window treatments (blinds, draperies, etc.) that are visible from the exterior of the Unit shall be white or off-white unless approved in advance and in writing by the

Board or its designated agent.

G. Council of Co-Owners. The administration of the Project shall be vested in its Council of Co-Owners, consisting of all the Unit owners of the Project in accordance with the By-Laws of the Council. The owner of any Unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as his ownership of such Unit, ceases for any reason, at which time his membership in the Council shall automatically cease.

The above paragraph notwithstanding, the administration of the Project, including the adoption and amendment of By-Laws, the amendment of this Master Deed, adoption of Project rules, assessment of Common Expenses, and all other matters relating to the governing of the Project, shall be vested in the Developer until the earlier of the following: (a) 60 days after all Units have been sold; (b) until seven (7) years after the date of this Master Deed; or (c) until the Developer within its sole discretion elects to surrender this power to the Unit owners. Until that time, the Developer shall constitute the Council of Co-Owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the developer upon acceptance of a Deed to a Unit), all Unit owners agreeing to such administration by the Developer in accepting unit conveyances.

H. Administration of the Project. Administration of the Condominium Project, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Horizontal Property Law, this Master Deed, the By-Laws of the Council, and all Project Rules and Regulations adopted by the Board of Administration.

I. Board of Administration.

1. Administration of the Condominium Project shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section G) who shall be chosen by the Council in accordance with the By-Laws.

2. Developer shall at least thirty (30) days prior to relinquishing control call the first annual meeting of the Council of Co-Owners for the purpose of conducting such business as may be appropriate and the election of three (3) Directors to take office at such meeting, being two (2) for a term of one (1) year and one (1) for a term of not more than two (2) years, the length of terms of the first Directors elected shall be determined by lot at the Board's first meeting. All nominations shall be received by the Secretary at least ten (10) days before said election, provided, however, that the Board may elect to permit at the annual meeting nominations from the floor. Thereafter, annual meetings of the Council of Co-Owners shall be held each year at a time and date chosen by the Board of Administration, and shall include election of the Directors for two (2) year terms to fill the seats of those whose terms expire at such meeting. The date for annual meetings may be changed by the By-Laws. The Board of Administration (herein referred to as "Board") shall be composed of not more than three (3) members, all of whom shall be Unit owners except in the event a Unit owner is a legal entity other than an individual, any officer, director, shareholder, partner, beneficiary or trustee of such other entity shall be eligible to serve as a Director or Member of the Board. The Officers of the Council shall be a President, Vice President, Secretary and Treasurer provided the offices of Vice President and Secretary may be combined into one office to be held by one person. All Officers shall be elected by a majority vote of the Board of Directors from among its members and shall hold office until the following annual meeting unless sooner relieved of

their duties in accordance with the By-Laws.

3. Developer's rights as a Unit Owner shall not affect its rights to exercise the votes allocated to Units owned by it or the eligibility of its officers or representatives to serve as Directors or Officers of the Project after Developer's transfer of control of the Regime to the Council of Co-Owners. Except for the Developer, only Unit owners whose assessments and other obligations to the Council then have been paid in full shall be qualified to vote.

4. Developer until transfer of control to the Board and thereafter the Board shall, among other things, and at the cost of the Council be responsible for:

- a) The use, repair and maintenance of the Regime;
- b) The cleanliness and sanitary condition of the Regime including grass cutting and snow removal;
- c) Maintaining the Regime as a first-class condominium project and the adoption of any Rules and Regulations deemed necessary to provide for the beneficial, proper and harmonious use and conduct of the Regime; and
- d) Enforcing the terms of this Master Deed, the By-Laws, and Project Rules and Regulations.

J. Maintenance.

1. Developer, prior to relinquishment of its administration, and thereafter the Board of Administration shall levy and collect appropriate special assessments and monthly maintenance fees for the operation of the Condominium Project in accordance with KRS 381.870 for which a lien is created on each Unit pursuant to KRS 381.883 and Section M of this Master Deed. The power is hereby further granted such levying authority to impose monthly late charges of not more than fifteen percent (15%) against any Unit which is more than ten (10) days delinquent in the payment of any monthly maintenance charges plus interest thereon at a rate of one and one-half

percent (1 1/2%) per month until paid.

2. The monthly maintenance fees set out herein for common expenses shall be based on each Unit's proportionate share of the common expenses for the proper operation of the Regime. Non-use of any of the common elements shall not exempt any Unit from bearing its proportionate share of the common expenses or from its liability for full payment of its share of the monthly maintenance fees or special assessments levied by the Board or the Council of Co-Owners. It is expressly provided however that Units owned by the Developer shall not be subject to payment of monthly maintenance fees and/or special assessments until the earlier of, (1) the date the Unit is occupied as a single family residence (2) the date Developer transfers title to a person who intends to occupy the Unit as a single family residence, or (3) the date a final certificate of occupancy, or similar final certification, is issued by or could be, if requested, obtained from the governmental agency that issues same.

3. The Board shall, subject to the approval of a majority of the Council of Co-Owners in attendance at the meeting at which a quorum is present, each year estimate the common expenses of the Regime for the next year. Thereupon it shall determine the portion of such common expenses attributable to each Unit and proceed to levy and collect same from each Owner one-twelfth of such amount monthly. Should no such determination be formally made for any year the monthly assessments for each Unit for the previous year shall be levied and remain in effect until changed by the Board with the approval of a majority of the Council of Co-Owners. As used herein "year" shall mean fiscal year, the first day of which shall commence the first day of the first month after transfer by Developer of its administration of the Project to the Council of Co-Owners.

4. A portion of each monthly maintenance fee as determined by the Board (or Developer) shall be designated as a reserve and capital replacement fund, but need not be maintained in a separate bank account. Disbursements from said Fund shall be made only for substantially repairing, replacing or erecting major capital improvements of or upon the General or Limited Common Elements. Routine maintenance shall be paid from that portion of the monthly maintenance fund allocated to the monthly operation of the Project.

K. Professional Management. Developer may prior to its relinquishment of the administration of the Regime and thereafter the Council of Co-Owners acting by and through the Board may employ a professional manager to handle the operation of the Regime under the direction of and subject to the approval of the Board (or Developer) provided the management agreement be terminable for cause upon 30 days notice and run for a reasonable period of time of from one to three years and provided further that any management contract negotiated by Developer prior to its relinquishment of control shall not exceed one year. Any management contracts negotiated by the Board may be renewable by consent of the Board and management.

L. Waiver Of Use Of Common Elements. No Unit owner may exempt himself for liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

M. Unpaid Common Expenses Constitute Lien. All sums assessed for Common Expenses shall constitute a lien on the Units, prior to all other liens except (1) liens for taxes and assessment lawfully imposed by governmental authorities against such Units, and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its

Administrator or Agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that fifteen (15) days' written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an ownership interest in such Unit as shown on the Council's record of ownership. The Council shall have the power to bid on such Unit at judicial sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

N. Acquisitions at Judicial Sale. Where the mortgagee of a first mortgage of record or other purchaser of any Unit obtains title to such Unit as a result of the judicial enforcement of the mortgage, such party and his successors shall not be liable for unpaid assessments on the share of Common Expenses which become due and payable prior to such acquisition of title, except for any amount available from the proceeds of sale. Such unpaid shares of Common Expenses shall be deemed to be Common Expenses collectible from all Unit owners, including such new owner.

O. Insurance.

1. The Board of Administration shall obtain and maintain in full force and effect at all times property damage insurance on the Condominium Project in an amount equal to the full replacement value thereof which value shall be determined annually by the Council. Replacement value as used herein shall be determined without deduction or allowance for depreciation, but such insurance may contain a deductible amount determined by the Board.

Such coverage shall afford the following minimum protection:

Loss and damage by fire or other hazards covered by the standard extended coverage endorsement, as well as vandalism and malicious mischief and such other property damage

insurance as the Board consider appropriate.

2. In addition to the insurance set out above, the Board shall also obtain and maintain in full force at all times the following insurance:

- (a) Public liability insurance in such form and in such amounts as may be considered appropriate by the Board.
- (b) Workers Compensation insurance to the extent necessary to comply with applicable laws.
- (c) Such other insurance as is or shall hereafter be considered appropriate by the Board.

3. All policies purchased by the Board shall provide that same may not be canceled or substantially modified without at least 30 days prior written notice to the Board, all mortgagees of the Co-Owners and any and all other insureds named thereon. All policies shall contain a mutual waiver of subrogation between the Council of Co-Owners and all individual Unit owners.

4. All premiums for insurance coverage as set out herein shall be a common expense to be paid by the monthly assessments levied by the Council of Co-Owners against each of the Co-Owners in accordance with their respective percentages of interest as set forth herein and in any amendments hereto, provided, should the amount of any insurance premium be affected by the use of any particular Unit, the Co-Owners of such unit, shall be required to pay any increase resulting from such use. Developer shall pay its pro rata portion of insurance covering unsold Units.

5. The Board shall have the exclusive authority to adjust any losses under the said insurance policies, provided, in no event shall the insurance coverage obtained and maintained by the Council of Co-Owners be brought into contribution with any insurance purchased by individual Co-Owners or their mortgagees. At his own expense, each Co-Owner may obtain

additional insurance upon his Unit provided no such insurance shall decrease the amount the Council of Co-Owners may realize under any of its insurance policies. All insurance proceeds resulting from damage or destruction payable to Unit Owners and mortgagees shall be deemed assigned to the Board representing the Council of Co-Owners. Said Board shall immediately deposit all proceeds in a separate account in an insured bank or thrift institution selected by the Board. The Board shall, with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the approval of a majority of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the General Common Elements and Limited Common Elements, such portion of the costs not so covered shall be paid by the Co-Owners as a common expense. The Board acting on behalf of the Council in accordance with KRS 381.890(2) is hereby authorized to borrow funds therefor and to amortize the payment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

P. Voting and Voting Percentages. The term "majority" or "majority of Unit Owners" used herein or in the By-Laws shall mean the owners of the Units to which are appurtenant more than fifty percent of the percentage of common interest of those owners who are present at a meeting at which there is a quorum. Any specified percentage of Unit owners means the owners of Units to which are appurtenant such percentage of the common interest. Where a Unit is jointly owned or owned as tenants in common by one or more persons, the vote for that Unit may be cast by one of said owners without the necessity of obtaining a proxy. Where the joint owners or common owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided pursuant

to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

Q. Amendment of Declaration. Except as otherwise provided herein, or in said Horizontal Property Law, this Master Deed may be amended by the Developer prior to it relinquishing control and thereafter by signatures of seventy-five percent of the Unit owners. Amendments shall be effective only upon recording of the signed instrument setting forth the amendment.

R. Incorporation of Council of Co-Owners. The Council of Co-Owners may (but is not so required) incorporate itself as a non-stock, non-profit corporation, in the administration of the Project with the membership and voting rights on such corporation being the same as membership and voting rights hereinabove established for the Council.

S. Bylaws. The Bylaws are attached hereto.

T. FHLMC, FNMA, HUD, FHA, VA Compliant. It is the intention of the Developer that the terms and conditions of this Master Deed shall comply with all rules, regulations and guidelines of FHLMC, FNMA, HUD, FHA and VA and that any term or condition herein which is in conflict with any rule, regulation or policy of FHLMC, FNMA, HUD, FHA or VA shall be deemed amended and interpreted so as to remove any inconsistency or conflict with the aforementioned rules, regulations and policies.

U. Mortgage Approval. National City Bank, as mortgage lien holder, joins in this instrument for the limited purpose of indicating its consent hereto.

WITNESS the signature of the Developer by its duly authorized officer the day and year first above written.

NATIONAL CITY BANK
(MORTGAGEE)

CHAMBERLAIN LANE DEVELOPMENT, LLC
(Developer)

By: Steph G Corzine

By: George M. Williamson
George M. Williamson, Member

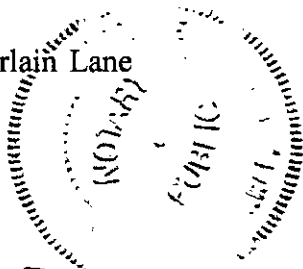
COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me by George M. Williamson, as Member of Chamberlain Lane Development, LLC, this 20th day of October, 2006.

My commission expires: _____

STEPHEN G CORZINE
Notary Public, State of Large, KY
My Commission Expires August 22, 2010

Steph G Corzine
Notary Public



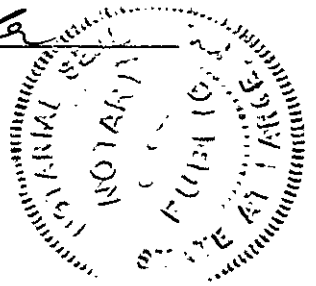
COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me by Stephen G. Corzine as SVP of National City Bank, this 20th day of October, 2006.

My commission expires: 7-12-2008

David B. Sells
Notary Public

Notary Public, State of Large, KY
My Commission expires July 12, 2008



This instrument prepared by:
Harold W. Thomas
THOMAS, DODSON & WOLFORD, PLLC
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

PROPERTY DESCRIPTION**(EXHIBIT A)**

BEGINNING at a point, said point being an iron pipe in the easterly right-of-way line of Chamberlain Lane (as relocated), a distance of 160 feet South 50 degrees 35 minutes 32 seconds West of the intersection of the easterly right-of-way line of Chamberlain Lane (as relocated) and the easterly right-of-way line of Sevenoaks Drive; thence from the point of beginning; North 64 degrees 23 minutes 43 seconds East a distance of 356.88 feet to a point; thence South 15 degrees 29 minutes 39 seconds East a distance of 231.87 feet to a point, thence South 39 degrees 35 minutes 02 seconds West a distance of 190.16 feet to a point in the easterly right-of-way line of Chamberlain Lane (as relocated) thence along the aforementioned line of Chamberlain Lane (as relocated) a distance of 339.88 feet to the point of beginning. Being also designated as Tract 1 on the Minor Subdivision Plat attached to a deed dated December 16, 1985 and recorded on December 16, 1985 in Deed Book 5547, Page 567, in the Office of the County Court Clerk of Jefferson County, Kentucky.

Being the same property conveyed to Chamberlain Square Developer, LLC by deed, dated July 20, 2006, recorded in Deed Book 8871, Page 774, in the Office of the Clerk aforesaid.

Recorded In Condo Book
 No. 117 Page 50857
 Part No. 2335

Document No.: DN2006176016
 Lodged By: thomas dodson
 Recorded On: 11/01/2006 03:04:58
 Total Fees: 58.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: DONREI

END OF DOCUMENT