

Woodland
Hills

Misc 107/86

Master
Deed

DECLARATION OF MASTER DEED

The Developer, namely,

W. H. BUILDERS, INC.,
an Ohio corporation,

hereby expressly declares, through the recordation of this Master Deed, which sets forth the particulars enumerated by KRS 381.835, its desire to submit its property described herein, to the regime established by KRS 381.805 to 381.910.

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ARTICLE 1

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Owner" shall mean and refer to the record owner, whether one or more persons or other legal entities, of a fee simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(b) "Property" shall mean and refer to the real estate described in Article 2. See subsection (a) below.

(c) "Developer" shall mean and refer to W. H. Builders, Inc., an Ohio corporation, and shall include its successors, assigns and designates (in development). The original Developer means W. H. Builders, Inc., only.

(d) "Unit" shall mean and refer to any condominium unit shown upon any recorded floor plans of the building or buildings located on the property. "Unit" shall further mean an enclosed space as measured from interior unfinished perimeter surfaces consisting of one or more rooms occupying all or part of a floor or floors in a building of one or more floors or stories, provided, the unit has a direct exit to a thoroughfare or to a given Common Area or space leading to a thoroughfare. "Unit" includes any halls, stairs, stairways or basements located within the perimeter boundaries of a unit and serving only that unit.

(e) "Common Areas" are the general common elements of the project and shall mean and include, if actually built in the project and except as otherwise provided or stipulated in the Declaration, including any amending or supplementing documents, the following:

- (i) the land on which the building or buildings stand;
- (ii) the foundations, main walls, roof, halls, lobbies, stairways, entrances, exits, or communication ways;
- (iii) landscaping;
- (iv) facilities for administration or maintenance of the project;
- (v) compartments or installations for central services such as for energy, communications or utilities;

- (vi) all devices, installations and equipment existing for common use;
- (vii) recreational facilities, easements, and other facilities available for the common use, in part or in whole and
- (viii) all other elements of or on the property rationally of common use or necessary to the existence, upkeep, and safety of the owners and of the project.

(f) "Condominium Project" or "Project" shall mean and refer to Woodlawn Hills

condominium development.

(g) "Limited Common Areas" or "Limited Common Elements" means and refers to those Common Areas which are reserved by this Declaration, by the floor plans, by the Developer, or by agreement of all of the owners, for the use of a particular Unit or Units, to the exclusion of the other Units. Limited Common Areas are hereby designated to include balconies, patios, designated parking spaces, designated storage spaces

and all other apparatus and installations built or set up to serve only a certain Unit or a certain group of Units. Each Unit Owner shall be entitled to an appurtenant interest in and the exclusive use and possession of those Limited Common Areas, if any, reserved to that Owner's respective Unit or to the group of Units to which that Owner's Unit belongs. The fee ownership of all Limited Common Areas, however, is vested in all Owners.

(h) "Common Expenses" shall mean, refer to, 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 Common Areas; the costs of 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 Common Areas and their use; all premiums for hazard, liability and other insurance with respect to the Project; all costs incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal, and managerial expenses. "Common Expenses" shall also include the cost of operation, maintenance, improvement, and replacement of the recreational facilities and equipment. "Common Expenses" shall also

include amounts incurred in replacing, or substantially repairing, capital improvements of the Project, including, but not limited to roof replacement, and road, driveway and parking lot resurfacing. "Common Expenses" shall also include all reserve funds or other funds established by the Council.

(i) "Council" is the Council of Co-owners and shall mean and refer to the Woodlawn Hills of Southgate Council of Co-Owners, Inc., a Kentucky non-stock, non-profit corporation, and its successors and assigns.

(j) "Member" shall mean and refer to all those Owners who are members of the Council as provided in Article 4 hereof.

(k) "Declaration" or "Master Deed" shall mean and refer to the instrument establishing the condominium regime. It includes, also, amending instruments as from time to time recorded.

(l) When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female, and neuter pronouns and adjectives should be read as interchangeable.

(m) "Rules and Regulations" shall mean and include the rules and regulations made from time to time by the Council.

(n) "Lot", "stage" and "section" are often used interchangeably. Each lot is a separate section or stage.

(o) The term "property" when used in reference to the computation of the percentage of common interest appurtenant to each Unit shall mean and refer to the total floor area of all units in the completed section(s).

ARTICLE 2

Section 1. Property Subject to Initial Declaration. The land is owned in fee simple. A description of the property (land) and of the building in which the Units are located, is contained in Exhibit "A" attached hereto and incorporated herein by reference. Exhibit "A" also expresses the respective area of the property and of the building. Additional property may be brought into the project pursuant to Section 6 of this Article.

Section 2. Description and Number of Units. The general description and the number of each Unit, expressing its area, location, and any other data necessary for its identification, is contained in Exhibit "B", attached hereto and incorporated herein by reference. Additional Units may be brought into the project pursuant to Section 6 of this Article.

Section 3. Common Areas. A description of the Common Areas (general common elements) of the building is contained in Exhibit "C", attached hereto and incorporated herein by reference.

Section 4. Floor Plans. Simultaneously with the recording of this Declaration, there has been filed in the office of the Campbell (at Newport) County Clerk, a set of floor plans of the building, showing the layout, location, Unit numbers, and dimensions of the Units; stating the name of the project (property); and bearing the verified statement of a registered architect or professional engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built. The floor plans are of record at Plat Book _____, pages _____.

Section 5. Percentage of Common Interest. Appurtenant to each Unit is that Unit's percentage of common interest, as set forth in Exhibit "B" attached hereto and incorporated herein by reference. This percentage is computed by taking as a basis the floor area of the individual Unit in relation to the floor area of the property as a whole. Except as otherwise stated in this Declaration and except as otherwise provided by Kentucky law, the percentage of common interest is permanent and shall not be altered without the acquiescence of the Owners representing all the Units of the building. IF THIS PROJECT IS EXPANDED PURSUANT TO SECTION 6 OF THIS ARTICLE, THE PERCENTAGE OF COMMON INTEREST APPURTENANT TO EACH UNIT MAY BE ALTERED WITHOUT THE ACQUIESCENCE OF THE OWNERS REPRESENTING ALL OF THE UNITS OF THE BUILDING OR BUILDINGS, PURSUANT TO THE POWER OF ATTORNEY GIVEN IN THIS DECLARATION.

Section 6. Expandable Project. THIS IS AN EXPANDABLE CONDOMINIUM PROJECT. In other words, additional buildings and land may become a part of this project at the option of the Developer, its successors and assigns as follows:

(a) The entire project shall not have more than 408 Units.

(b) If the project is expanded, each addition section will come out of the real estate described in Exhibit "D" attached hereto and incorporated herein by reference.

(c) The entire project shall not have more than 34 sections or lots.

(d) The percentage of common interest appurtenant to each Unit for each given proposed stage (Section) of Development, shall not be less than as shown in Exhibit "E" attached hereto and incorporated herein by reference.

(e) The percentage of common interest appurtenant to each Unit in the project, shall be redistributed on an as-built basis upon completion of all Units in a given section. The redistribution shall be done by amendment or supplement to this Declaration. See Section 5, Article 2, for computation method.

(f) Developer hereby reserves for itself, its successors and assigns for a period of seven years from the date hereof, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the project, including any and all expansions of the project, any such agreements, documents, amendments, or supplements which may be so required to expand the project. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the project, including any and all expansions of the project, each and every contract purchaser, Unit Owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm Developer, its successors and assigns as attorney-in-fact for the purpose of executing such amended Declaration(s), or other instrument(s) necessary or desirable to expand the project. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all condominium Units and be binding upon the successors and assigns of any of the foregoing parties. Further, the power of attorney shall not be affected by the death or disability of any principal. The Developer, for itself and for its successors and assigns, hereby specifically reserves for a period of seven years from the date hereof, an interest in any real estate, including every Unit, in the project, including any expansions to the project. This interest reserved by the Developer shall only be such as is necessary to make the power of attorney run with the land and be irrevocable during the seven year period. This power of attorney includes the right to amend, within the limits elsewhere set out in this Section, the percentage of common interest appurtenant to each Unit. The power of attorney shall be effective and binding whether or not it is specifically reserved in any deed or other instrument.

(g) None of the real estate described in Exhibit "D" shall be considered a part of the project or in any way subject to this condominium regime, until it has been specifically brought into the project by the

recording of an amended or supplemental Declaration or other Annexation instrument (or by this Declaration) signed by the Developer, particularly describing the real estate affected. Each such instrument shall be filed in the same County Clerk's office as was filed this Declaration.

(h) The Developer is not obligated to expand the project and Developer does not hereby represent that the project will ever be expanded beyond the initial section. If the project is expanded the Developer is not obligated to expand the project to the maximum number of units possible and may stop at any number of units short of the maximum. The intent of this Section 6 is only to give the Developer the option to expand the project, and is not intended to obligate the Developer to expand the project.

(i) Common areas and common facilities are for the benefit of all units in the project, even if the units were brought into the project by a later expansion after the common areas or common facilities have been built.

(j) The designation process set forth in Article 3, especially Sections 9 and 12, refers only to single-family dwellings which are not units in this condominium project, as now constituted or as actually expanded. Any unit now or hereafter in the project automatically has the right, without designation, to use the common areas and facilities of the project according to the terms and provisions of this Declaration. The Owner of a designated dwelling (but not of a unit in this project) may release the right of the dwelling to use the recreational facilities of the project as per this Declaration, but the Owner may not assign the right to benefit any other real estate. Since a designated dwelling is not a unit in the condominium project, the right of a designated dwelling to use the recreational facilities of the project may be terminated by the council through a court action seeking the termination, upon the grounds that the owners of the designated dwelling have consistently and substantially violated, without just cause, the reasonable rules and regulations of council and/or the terms of this Declaration, including those about the regular payment of assessments. Council may recover its attorneys' fees and court costs in any such action.

ARTICLE 3

Section 1. Easement for Encroachments. The building, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any Unit and upon any deviations in construction from the condominium plans contained in this Declaration as a result of the location of the building, utility lines and other improvements across boundary lines between and along Units and/or the Common Areas, or as a result of building or improvement movement or alterations or additions from time to time, providing that such alterations or additions have complied with the requirements of this Declaration.

If by reason of the construction, repair, restoration or partial or total destruction and rebuilding of the building or improvements constituting a part of the condominium property, any part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of a Unit shall encroach upon any part of any other Unit; or if by reason of the design or construction or rebuilding of the utilities system within the condominium project any pipes, ducts, or conduits serving a Unit shall encroach upon any other Unit; easements in favor of the Unit or Council, as the case may be, for the maintenance of any such encroachment are hereby established, granted and reserved.

Section 2. Unit's Utility Easements. Easements are granted in favor of each Unit to and throughout the Common Areas as may be necessary for the use of water, gas, sewer, power and other utilities and services including power and communication, now or hereafter existing.

Section 3. Utility Easements. Easements are reserved and/or granted hereby in favor of the Developer and/or the Council through the Units and the Limited Common Areas and Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, equipment, utility, power or communication lines or equipment, or other components through the walls, floors and ceilings of each Unit and throughout the Limited Common Areas and Common Areas. Each Unit Owner and/or her respective mortgagee by acceptance of a deed conveying such ownership interest and each mortgagee encumbering such ownership interest, as the case may be, hereby irrevocably appoint Developer, or the Council, as the case may be, her attorney in fact, coupled with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Unit Owner and her mortgagee, such easements or other instruments as may be necessary to effect the purpose of this section. The easements may be assigned and/or granted by the Developer and/or the Council to any utility or service company.

Section 4. General Easement. An easement is hereby reserved and/or granted in favor of the Developer and/or the Council in, on, over and through the Common Areas the Limited Common Areas and Units for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, including all improvements thereon.

Section 5. Access Easement. Appurtenant to each Unit is an easement over any Common Area and/or Limited Common Area for necessary pedestrian and vehicular ingress and egress to and from any such Unit over the Common Areas and/or Limited Common Areas, to and from a thoroughfare. The easement shall be over such walkways, driveways, or other ways as are designated by the Developer and/or the Council.

Section 6. Use of Easement. Any use of the rights and easements granted and reserved in this Article shall be reasonable. If any damage, destruction, or disturbance occurs to a Unit, a Limited Common Area, or the Common Areas as a result of the use of any easement or right, the Unit, Limited Common Area, or Common Area shall be restored by the Council promptly in a reasonable manner at the expense of the person or persons making the use of the easement or right that resulted in the damage, destruction or disturbance. Before beginning work, Council may require all or any part of the expected expense to be prepaid by that person or those persons liable for the expense. No easement may be granted across, through, over, or under any Unit, Limited Common Area, or Common Area, which materially restricts ingress and egress to the Unit, Limited Common Area, or Common Area, unless reasonable alternate ingress and egress is provided or unless the restriction is only temporary.

Section 7. Reservation of Access Easement by Developer. The Developer reserves an easement over any real estate now or hereafter brought under the condominium regime, whether or not the easement is reserved in any present or future instrument bringing the real estate under the condominium regime. The easement shall be for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, lane, walkway or right-of-way and the real estate of Developer which has not been brought under the condominium regime. The easement shall be over the streets, sidewalks, bridges and other access ways of real estate in the condominium regime. The Developer further reserves the right to connect, at Developer's expense, to any street, roadway, walkway or other means of access that are located on the common areas of the condominium regime. This reservation of access easements and right of connection should be construed liberally in favor of the Developer, in order to facilitate the development of real estate that may never be brought under the condominium regime.

Section 8. Reservation of Utility Easements by Developer. The Developer reserves any and all sanitary sewer lines, storm sewer lines, telephone lines, electricity or other power lines, cable television lines and/or any other lines and/or the accompanying easements. Developer further reserves the right to connect, at Developer's own expense, to any such lines and/or easements. The Developer further reserves easements and/or grants over any common areas of the condominium regime at a reasonable location to be designated by Developer, for utilities and/or other services to benefit real estate not brought under the condominium regime. These reservations of easements shall

be construed broadly in favor of Developer to facilitate the development of real estate that may never be brought under the condominium regime.

Section 9. Reservation of Easement for Use of Recreational Facilities.

The Developer, for itself, its successors, assigns and designates, reserves the right, power and an easement to use and enjoy any recreational facilities, including access easements thereto now or hereafter a part of the common areas. It is understood that each designate of the Developer must be a single family dwelling (including an apartment), that the designation will run with the land forever, that the dwelling is not a unit within this condominium project, and that no more than 408 dwellings may use the recreational facilities WHICH NUMBER MUST INCLUDE ALL UNITS IN THIS PROJECT. FOR A DESIGNATION TO BE EFFECTIVE, IT MUST BE MADE IN WRITING TO THE COUNCIL.

Section 10. Developer's Easements: General.

(a) The easements and grants reserved for the Developer also benefit and bind any heirs, successors and assigns of Developer and their respective guests, invitees or lessees.

(b) The easements and grants reserved for Developer bind and affect any real estate now or hereafter brought under the condominium regime, whether or not the easement or grant is specifically reserved in any present or future instrument bringing the real estate under the condominium regime.

(c) Any easement and/or grant reserved to the Developer is non-exclusive, if the facilities within the easement or grant were constructed for or under the condominium regime. Any improvement which Developer constructs to benefit mainly real estate which is not part of the condominium regime shall be exclusively for the benefit of Developer.

(d) All use of common area improvements, such as roadways and recreational facilities, by or through persons who do not own a unit or units in the condominium regime shall be governed as follows:

(i) The use shall be subject to the same rules and regulations, as far as applicable, related to the use of the roadway and facility, as apply to the unit owners. If necessary, the Council may make reasonable and fair additional rules and regulations that apply to use by or through persons who are not unit owners; and these rules and regulations shall be communicated reasonably.

(ii) The owners of real estate which is not part of the condominium regime but which has the right to use certain improvements belonging to the condominium project, are obligated to pay to the Council upon demand a fee for the right of use of such condominium improvements. The fee shall be equal or substantially equal to their fair proportionate part of the common expenses, including, without limitation, appropriate reserves, attributable to the improvements used. The fee shall be enforced and collected in the same manner or substantially the same manner as the assessments are enforced and collected against unit owners, except that a lien by council against real estate not a part of this project, must be recorded to be valid.

(iii) The same owners of real estate which is not part of the condominium regime, but which is subject to a fee, shall be entitled to vote along with unit owners on any matter substantially affecting the amount of the fee. The voting power of any such non-unit owner shall be determined by Council in a reasonable and fair way.

(iv) The Council shall have broad powers to enforce its rules and regulations and to collect its fees against non-unit owners. The powers of Council include the right to deny a non-unit owner access to any condominium facility; to fine any non-unit owner; to deprive any non-unit owner of a vote; and/or to file a continuing lien against the real estate of any non-unit owner, which lien shall be in the amount of not only the fee due to the Council but also of any collection costs, including reasonable attorneys' fees. The Council may also enforce any right which it has against any non-unit owner, in court, and may collect court costs, reasonable attorneys' fees and interest. The rights of Council should be construed broadly in favor of Council so that it can protect the condominium project in its dealings with non-owner users of condominium facilities. It is the obligation of non-owner users to keep Council informed of their respective current addresses; and Council cannot be held at fault for failing to notify non-owners of any rights or obligations, if Council has not been provided with their current address.

(v) It is understood that many of the easements and grants reserved for the Developer by this Article are for the use of and benefit of real estate which may never come under the condominium regime.

(vi) Notwithstanding Section 10(d)(iii) above, a non-Unit Owner, other than the original Developer, shall not have any voting power until the expiration of the seven-year period beginning with the date of the recording of this Declaration of Master Deed, except with the written consent of the original Developer.

Section 11. Easements to Run with Land. All easements and rights described in this Article are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, its successors and assigns, and any Owner, purchaser, mortgagee, and other person or entity now or hereafter having an interest in the condominium project, or any part or portion of it.

Section 12. Designates. Designations by the Developer must be sent to an Officer or a Director of the Council and must sufficiently describe the real estate designated. For an apartment, the description must be the apartment number and the street address. All units now or hereafter in the project automatically have the right to use the common areas and facilities. The designation process is only for dwellings not within the project. When the sum of the number of units in the project and the number of designated dwellings, equals

ARTICLE 4

Section 1. Voting; Developer's Proxy Rights.

(a) Each person, group of persons, or entity who is a record Owner of a fee interest in any Unit shall be a member of the Council provided, however, that any such record Owner who holds such interest solely as security for the performance of an obligation shall not be a member. Members shall be entitled to one vote for each Unit in which they hold the interest required for membership. In the event that more than one person, group of persons, or entity is the record Owner of a fee interest in any Unit, then the vote for such Unit shall be exercised as the record Owners among themselves determine. In no event shall more than one vote be cast with respect to any Unit. Membership arises automatically upon the beginning of ownership of a Unit and ceases automatically upon termination of ownership of a Unit. Ownership is not effective for voting, unless it is reflected properly of record in the office of the County Clerk in which this Declaration of Master Deed is recorded and unless the Council has actual notice of the ownership of the Unit.

(b) Notwithstanding the foregoing paragraph or any other provision of this Declaration of Master Deed, the entire administration and operation of the condominium project, including but not limited to the adoption and amendment of By-laws, the adoption and amendment of project rules, the assessment and levy of common expenses, and all other matters relating to the administration, operation and governing of the project, shall be vested in the Developer until seven years from the date of the recording of this Declaration of Master Deed or until the Developer voluntarily surrenders in writing Developer's special rights under this paragraph, whichever event/date occurs first. Until that event/date occurs, the Developer shall constitute the Council of Co-Owners and the Board of the Council, and shall possess the irrevocable proxy from each Unit Owner to cast the vote of that respective Unit Owner. EACH UNIT OWNER GRANTS THE DEVELOPER THIS IRREVOCABLE PROXY BY ACCEPTING A DEED TO A UNIT. THIS PROXY POWER MAY NOT BE USED BY THE DEVELOPER TO AMEND THIS DECLARATION OF MASTER DEED EXCEPT TO MAKE SUCH AMENDMENTS AS ARE NECESSARY OR DESIRABLE TO EXPAND THE CONDOMINIUM PROJECT WITHIN THE LIMITS SPECIFIED ELSEWHERE IN THIS DECLARATION OF MASTER DEED. THE PROXY RIGHTS OF THE DEVELOPER MAY BE ASSIGNED BY THE DEVELOPER WITHOUT NOTICE TO OR THE CONSENT OF THE UNIT OWNERS OR THE COUNCIL.

Section 2. Organizational Meeting. The Developer may call an organizational meeting of the Council immediately. At such meeting, the members shall elect the initial board of directors and officers, and may adopt the By-laws of the Council. The purpose of this provision is to facilitate the sale of mortgages on the Units in the secondary mortgage market.

ARTICLE 5

Section 1. Covenant for Assessments. The proportionate share of each Owner of each Unit in the common surplus and the common expenses of the condominium project is equal to the percentage of common interest appurtenant to the Unit of that Owner. Such percentage of common interest appurtenant to each Unit has been set out in Exhibit "B" to this Declaration. The Developer for each Unit owned by it and each person and/or entity who becomes an Owner of a Unit whether or not it shall be so expressed in any such deed or other form of conveyance, shall be deemed to covenant and agree to pay to the Council the Unit's share of assessments as fixed, established, and collected from time to time as hereinafter provided. All assessments, together with interest thereon at the rate of 8% per annum and cost of collection (including a lien preparation charge, filing fees, court costs, and reasonable attorneys fees) shall be a charge and a continuing lien upon the Unit against which the assessment is made, and shall also be the personal obligation, jointly and severally, of the Owner or Owners of the Unit at the time when the assessment fell due.

Section 2. Determination of Amount; Reserves.

(a) The Council shall, from time to time, but not less than once every twelve (12) months, determine the amount of the total assessment necessary to defray the Common Expenses for a given period not to exceed twelve (12) months. When setting the total assessment, the Council should include both (A) those funds required during the period for general operating purposes, and (B) those reserve funds estimated to be necessary for future capital improvements. All funds required for general operating purposes under (A) above may be held in the name of the Council. All funds required for reserves for capital improvements under (B) above shall be held in an account in the name of the Council, for the benefit of all of the Owners of Units in the condominium project. Each Unit Owner, by the acceptance of her deed, does authorize the disbursement of any and all of the escrow funds solely upon the written authorization of the Council. The funds held in reserve are appurtenant to each Unit according to the percentage of common interest appurtenant to the given Unit.

(b) Each Unit Owner is liable to pay that percentage of the total assessment that is equal to her Unit's percentage of the common interest, as determined by Council.

Section 3. Billing. The Council shall inform each Unit Owner of the amount of the total assessment due from the Owner of that particular Unit. The Owner of each Unit must pay her Unit's required assessments in advance each month. Payment is to be made to such person at such an address as Council determines. Payment shall be due on the first day of each month, unless Council otherwise directs. Special assessments which may be levied by Council from time to time are due thirty (30) days after the bill for the special assessment has been mailed

or otherwise sent out by Council, unless Council otherwise directs.

Section 4. Limited Common Area Assessment. An additional reasonable assessment may be made by the Council against any Unit to pay any expense resulting from a Limited Common Area benefiting that Unit and to which that Unit is accessible. If a Limited Common Area is used by more than one Unit, the assessment should be apportioned among the Units using the Limited Common Area, in a fair and reasonable manner. If the loss or damage is caused by the act or omission of a particular Owner or Owners, those Owner or Owners shall bear the entire assessment.

Section 5. Assessment Certificate. The Council shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Council, setting forth the status of said assessment; i.e., "current", and if not current, "delinquent" and the amount due. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge to cover labor and materials may be made in advance by the Council for each certificate.

Section 6. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest and other costs as set out elsewhere in this Declaration, thereupon become a continuing lien upon the Unit which shall bind the Unit in the hands of the then Owner and the Owner's successors and assigns.

(If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eight percent (8%) per annum, and the Council may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Unit, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments by non-use or waiver of use of the Common Areas or by abandonment of his Unit.

The lien of the Council is against not only the Unit but also the percentage of common interest in the Common Areas appurtenant to the Unit, including any funds held for the benefit of the Unit.

Section 7. Priority of Council Lien. The lien provided for in this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed of record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Council. In any such foreclosure action, the Owner or Owners of the Unit affected shall be

required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Council shall be entitled to become a purchaser at the foreclosure sale.

Section 8. Disputes as to Common Expenses; Adjustments. Any Owner who believes that the portion of common expenses chargeable to her Unit, for which an assessment lien has been filed by the Council, has been improperly charged against her or her Unit, may bring action in an appropriate court of law. Council in its reasonable discretion, may in order to prevent manifest injustice, adjust (increase or decrease) the assessment for any Unit based upon a consideration of the following factors: the floor area of the Unit; the number of occupants in the Unit; the demand on public utilities by the occupants of the Unit; and accessibility of the Unit to Limited Common Areas. The Council in its reasonable discretion may abate or reduce a Unit's assessment for a reasonable period of time, during which a Unit is uninhabitable through no fault of the Owners, as a result of damage or destruction.

Section 9. Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Council. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Council and shall be subject to all the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Section 10. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Council chargeable to such Unit which became due prior to the acquisition of title to the Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, its successors or assigns. However, the Council's lien rights may be asserted against surplus proceeds of any judicial sale or against any payments made by the mortgagee to the Owner mortgagor in the case of a deed in lieu of foreclosure.

Section 11. Liability for Assessments Upon Voluntary Conveyance. The personal obligation of each Owner to pay the assessment against her Unit shall pass to any subsequent grantee who takes title through contract, operation of law, or through any other method or instrument other than a commissioner's deed or other court ordered deed or other than deed to a mortgagee in lieu of foreclosure. The original Owner shall not be released from the obligation of the assessment, but instead will be jointly and severally liable with the subsequent

grantee. However, any such grantee or proposed grantee shall be entitled to an assessment certificate as described elsewhere in this Article, and such grantee shall not be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid assessment made by the Council against the grantor in excess of the amount set forth in the assessment certificate for the period reflected in the assessment certificate. This section shall not prejudice the right of the grantee to recover from the grantor the amounts paid by the grantee for the assessment which was also the obligation of the grantor.

Section 12. Late Charge. The Council may make a reasonable late charge or charges for any assessment, or installment of an assessment, not paid when due. This late charge shall also be a part of the assessment and shall also be a continuing lien upon the Unit and shall otherwise be treated and collected in the same manner as the assessment.

Section 13. Miscellaneous.

(a) The Council may change the interest rate due on delinquent assessments, except that the rate cannot be changed more often than once every six months. As of its effective date, the new interest rate will apply to all assessments then delinquent.

(b) The Owner has the sole responsibility of keeping the Council informed of the Owner's current address.

(c) The lien under this Article 5 arises automatically, and no notice of lien need be recorded to make the lien effective.

(d) The assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys' fees, court costs, filing fees, and any other expenses incurred by the Council in enforcing or collecting the assessment.

(e) The provisions of this Article, so far as they do not conflict with the provisions of other Articles of this Declaration, apply to designated dwellings, if any. See Article 3, especially Sections 9 and 12, about designated dwellings.

MATRE, CUNI & ORNER CO., L.P.A.

ONE CROWNE POINT COURT
SUITE 190
CINCINNATI, OHIO 45241

JAMES A. MATRE *
THOMAS L. CUNI
DAN R. ORNER
JAMES F. O'BRIEN

TELEPHONE 771-6768
FAX 771-6781
AREA CODE 513

*Also Admitted in Kentucky

November 12, 1992

Garfield Real Estate Services, Inc.
2619 Erie Avenue
Cincinnati, Ohio 45208

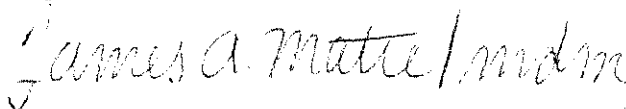
Attention: Jan Rose

RE: Woodland Hills of Southgate

Dear Jan:

Enclosed is the original FHLMC Insurance Addendum for Woodland Hills of Southgate. Please see that it goes into the official records of the corporation. This Addendum should clear up any questions regarding insurance coverage. If the association has any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "James A. Matre /mdm". The signature is written in dark ink and is positioned above the typed name.

James A. Matre

JAM/mdm

Enclosure

Dictated but not read by James A. Matre.

ARTICLE 6

Section 1. General Insurance. The Council shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance with respect to the project and the Council's administration thereof in accordance with the following provisions:

(a) The master policy shall be purchased by the Council for the benefit of the Council, the Unit Owners and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the By-Laws. The "master policy" may be made up of several different policies purchased from different agencies and issued by different companies.

(b) All buildings, improvements, personal property and other common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one hundred (100%) percent of the replacement value thereof, as determined from time to time by the Council. The Council may elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use.

(c) The Council shall try to have its liability insurance contain cross-liability endorsements or appropriate provisions to cover liability of the Unit Owners, individually and as a group (arising out of their ownership interests in the common elements), to another Unit Owner. The amount of the public liability insurance shall be reasonably determined by Council.

Section 2. Fidelity Insurance. The Council must have fidelity coverage against dishonest acts on the part of officers and employees, members of the Council, members of the Board, trustees, employees or volunteers responsible for the handling of funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Council as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than the insured's total annual assessment (Article 5, Section 2) plus all accumulated reserves and all other funds held by the Council either in its own name or for the benefit of the Unit Owners.

Section 3. Directors' and Officers' Errors and Omissions Insurance. The Council shall purchase insurance to protect itself and to indemnify any Director or Officer, past or present against expenses actually and reasonably incurred by her in connection with the defense of any action or proceeding, civil or criminal, in which she is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Council; or to obtain such fuller protection and indemnification for Directors and Officers as the law of Kentucky permits. The policy or policies shall be in an amount to be reasonably determined by the Council.

RECEIVED
NEWPORT

92 SEP 17 P1: 55

groups, 1642A, 1642B, 1642C, 1642D, 1642E, 1642F, 1642G, 1642H, 1642I, 1642J, 1642K
and 1642L ✓ BOOK 182 PAGE 183
FHLMC INSURANCE ADDENDUM

This is the insurance addendum to the Declaration for the condominium project known as Woodland Hills Condominiums, Southgate, Kentucky. This addendum is made to clarify FHLMC insurance requirements. The project has been subject to the requirements since the date of the signing of the Master Deed. The

Declaration of Master Deed is of record at Misc. Book 107 page 86.

Per Article 7 of the Declaration, the Board of Directors is amending the Declaration to comply with the requirements of FHLMC, or at least to make that fact clearer. This addendum is setting out more specifically, FHLMC related insurance requirements.

This addendum was adopted unanimously at a Board of Directors meeting held on August 27, 1992. Since the Addendum is only clarifying an existing Article, namely, Article 7, the effective date of the addendum is 12/12/83.

A true and accurate and correct copy of the addendum is attached to this statement as Article 7A and is incorporated herein by reference.

The person signing and making this statement on behalf of the Council has the authority to do so and has been authorized to do so.

This addendum shall be construed to be in harmony with the Declaration, but if there is a conflict between the Declaration and this addendum, this addendum controls.

DATED effectively as of December 12, 1983.

GENERAL INDEX 3RD SERIES
GROUP 1642
INDEX CLERK

1642A, 1642B, 1642C, 1642D, 1642E, 1642F, 1642G, 1642H, 1642I, 1642J, 1642K

WOODLAND HILLS OF SOUTHGATE
COUNCIL OF CO-OWNERS, INC.

Steven C. Woody
Secretary
PRESIDENT

STATE OF Kentucky
COUNTY OF Campbell

The foregoing addendum was acknowledged before me on this 4th day of September, 1992, by Steven C. Woody, the Secretary, of Woodland Hills of Southgate Council of Co-Owners, Inc., a Kentucky corporation, on behalf of the corporation.

THIS INSTRUMENT
PREPARED BY
ZIEGLER & SCHNEIDER, P.S.C.
ATTORNEYS AT LAW
200 COVINGTON MUTUAL BLDG.
629 MADISON
COVINGTON, KENTUCKY

Kelly Ann Miller
Notary Public
My commission expires: 4-26-94
My jurisdiction is: State of Large KY

201/1-

ARTICLE 7A

7A.1 Unit Fixtures. Unless otherwise determined by the Council and the Owners duly notified, the part of the master policy maintaining blanket "all risk" coverage must cover the general and limited common elements within the condominium project; the fixtures, machinery, equipment and supplies maintained for the service of the condominium project; and the fixtures, improvements, alterations and equipment within the individual units. Coverage must be for 100% of the insurable value of the common elements or property described above and provide for loss or damage settlement on a replacement cost basis. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated.

7A.2 Policy Requirements. All such insurance coverage obtained by the Council shall be written in the name of the Council, for the use and benefit of respective parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies on the Property shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.
- (b) Exclusive authority to adjust losses under policies in force on the Project obtained by the Council shall be vested in the Council provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained by the Council hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Council shall be primary.
- (d) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.
- (e) The Council shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Council's Board, its manager (if any), the Owners and their respective tenants, servants, agents and guests;
- (ii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;
- (iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Council or its duly authorized manager without prior demand in writing delivered to the Council to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Council, its manager, any Owner or mortgagee; and
- (iv) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

7A.3 Other Insurance Requirements. At any such time as this Project is intended to be qualified under the requirements of FHLMC, FNMA, HUD, FHA, VA or other similar program, the insurance requirements of that program are incorporated herein by reference. IF ANY INSURANCE COMPANY IS UNSURE OF THE COVERAGE INTENDED, IT SHOULD ASK FOR AN INTERPRETATION FROM THE BOARD. OTHERWISE, THE BROADEST COVERAGE SHALL BE PRESUMED, IF THERE IS AN AMBIGUITY.

7A.4 Supplement. This Article is meant to supplement and clarify any other insurance requirements in the original Declaration. Unless there is a written interpretation from the Board to the contrary, this Article controls over the Declaration in case of conflict. A Unit Owner must still obtain contents insurance for the Unit and liability insurance for claims arising from inside the Unit.

STATE OF KENTUCKY
CAMPBELL COUNTY

I, JACK SNODGRASS, Clerk of the county in and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing was on

the 17th day of SEPTEMBER 19 92

at 1:55 P. M. lodged in my office for record whereupon the same, the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 17th day of SEPTEMBER 19 92

JACK SNODGRASS, Clerk

BY Anna M. Smith D.C.

BOOK 107 PAGE 103

Section 3. Premiums. All premiums upon insurance purchased by the Council shall be common expenses.

Section 4. Proceeds. Proceeds of all insurance policies owned by the Council shall be received by the Council for the use of the Unit Owners and their mortgagees as their interests may appear; provided, however, the proceeds of any insurance received by the Council because of property damage shall be applied to repair and reconstruction of the damage property, except as may otherwise be permitted by this Declaration.

Section 5. Power of Attorney. Each Unit Owner shall be deemed to appoint the Council as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the Council. Without limitation on the generality of the foregoing, the Council as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Council, the Unit Owners and their respective mortgagees as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Council in regard to such matters.

Section 6. Responsibility of Unit Owner. The Council shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Unit Owner for injuries therein not caused by or connected with the Council's operation, maintenance or use of the project. Each Unit Owner shall obtain insurance coverage at her own expense upon her Unit's interior and furnishings and her personal property; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, or in another Unit in the project or upon the Common Areas, resulting from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Council.

Section 7. Release. All policies purchased under this Article by either the Council or the individual Unit Owners shall provide for the release by the issuer, thereof, of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of her family, her employees, her tenants, the Council, any employee of the Council, the Board, or any occupant of the condominium project, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

Section 8. Approximate Coverage. If any of the required insurance coverage under this Article becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Council shall obtain coverage which most closely approximates the required coverage.

ARTICLE 7

Section 1. FHLMC. The following provisions are included herein for the benefit of the holders of first mortgages on any Unit in the condominium project which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Units in the condominium project. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Council without approval of the Unit Owners but only without such approval to the extent that such alteration, amendment, revision, or rescission is necessary to comply with the requirements of FHLMC.

Section 2. FHLMC Requirements. In addition to any other requirements of this Declaration, or the Bylaws of the Council, it is provided as follows:

(a) Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the sponsor, Developer, or builder) of the individual condominium Units have given their prior written approval, the Council shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the condominium project;
- (ii) change the pro rata interest or obligations of any individual condominium Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (B) determining the pro rata share of Ownership of each condominium unit in the Common Areas;
- (iii) partition or subdivide any condominium Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the condominium project shall not be deemed a transfer within the meaning of this clause); and
- (v) use hazard insurance proceeds for losses to any condominium property (whether to units or to Common Areas) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or Common Areas of the condominium project.

(b) A first mortgagee, upon request, is entitled to written notification from the Council of any default in the performance by the individual Unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

(c) Any agreement for professional management of this condominium project, or any other contract providing for services of the Developer (or sponsor or builder), may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(d) This project is subject to expansion (phasing or add-ons). In the event that the project has more than one section (phase or add-on), then Article 7, Section 2(a)(ii) and (iv) are deemed waived to the extent necessary to allow the expansion of the project in accordance with the project's constituent documents, including this Declaration. No change in the percentage of common interest appurtenant to each Unit may be affected in any case more than seven (7) years after the date of this Declaration.

(e) No Unit Owner, or any other party, has priority over any rights of any first mortgagee of a condominium unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or Common Areas.

ARTICLE 8

Section 1. Reconstruction or Repair. If any part of the condominium project shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined as set forth in this Article.

Section 2. Lesser Damage. If Units to which at least thirty-three one-third ($33\frac{1}{3}\%$) percent of common interest is appurtenant are found by the Council to be tenable after the casualty, the damaged property shall be reconstructed or repaired.

Section 3. Major Damage. If Units to which more than sixty-six and two-thirds ($66\frac{2}{3}\%$) percent of the common interest is appurtenant are found by the Council not to be tenable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium project terminated shall be determined in the following manner:

(a) Immediately after the casualty the Council shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(b) Immediately after the determination of the amount of insurance proceeds made available to the Council, the Council shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair are approved at such meeting by the Owners of Units to which seventy-five (75%) percent or more of the common interest is appurtenant, the damaged property will be reconstructed. If not so approved, the condominium project shall be terminated. Such approval may be expressed by vote or in writing filed with the Council at or within fourteen (14) calendar days prior to the meeting. The expense of such termination shall be assessed against each Unit Owner in proportion to her percentage of common interest.

Section 4. Plans. Any reconstruction or repair must be substantially according to the plans and specifications approved by the Council.

Section 5. Responsibility. The responsibility of reconstruction and repair after casualty shall be that of the Council.

Section 6. Funds. The funds for the payment of the costs of reconstruction and repair after casualty shall come first from the insurance proceeds. If the insurance proceeds are insufficient, then the Council shall make a special assessment sufficient to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. The special assessment shall be against all Unit Owners, payable by each Unit Owner according to her percentage of common interest.

ARTICLE 9

Section 1. Eminent Domain. The taking of a portion of a Unit or of the Common Areas by eminent domain shall be deemed to be proceeds from insurance on account of fire casualty and shall be deposited with the Council. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Council and in the event of failure to do so, in the discretion of the Court a special assessment shall be made against the defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium project is not to be terminated and one or more Units are taken in part, the taking shall have the effect as elsewhere stated in this Article.

Section 2. Unit Reduced by Tenable. If the taking reduces the size of a Unit and the remaining portion of a Unit, in the reasonable discretion of the Council, can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium project:

(a) The Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being payable jointly to the Owner and mortgagees.

(c) The percentage of common interest appurtenant to each Unit shall be redetermined in the method originally determined, but to reflect the reduction in floor area in the condominium project.

Section 3. Unit Untenable. If the taking destroys or so reduces the size of the Unit that, in the reasonable discretion of the Council, cannot be made tenable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium project:

(a) The market value of such Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being payable jointly to the Owner and mortgagees, provided that the Owner simultaneously convey by deed a portion of her right, title, and interest in and to the Unit, including the Unit's percentage of common interest, to the remaining Owners in the project. Unless otherwise proved to the reasonable satisfaction of the Council, the amount of the market value shall be assumed to be the same as the amount of the award.

(b) The remaining portion of such Unit, if any, shall become a part of the Common Areas and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Council.

(c) The percentage of common interest appurtenant to each Unit shall be redetermined in the manner originally determined, but to reflect the reduction in floor area in the condominium project.

(d) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to refurbish the remaining portion of the Unit for use as a part of the Common Areas, the additional funds required for such purposes shall be raised by assessments against each Unit Owner remaining after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to each's Unit's percentage of common interest as calculated after the taking.

Section 4. Amended Master Deed (Declaration). The change in the percentage of common interest appurtenant to each Unit, which comes as a result of the eminent domain or as a result of destruction by casualty (Article 8) shall be evidenced by an amendment to the Master Deed (Declaration). Each Unit Owner and/or her respective mortgagee by acceptance of a deed conveying her Unit and each mortgagee encumbering such Ownership interest, hereby irrevocably appoint the Developer or the Council, as the case may be, her attorney, in fact, coupled with an interest, and authorize, direct, and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of each Unit Owner and/or each mortgagee any amending instruments as may be necessary or desirable to effect the purpose of this Article.

ARTICLE 10

Section 1. Council. The administration of the project shall be vested in the Woodlawn Hills of Southgate Council of Co-Owners, Inc., a Kentucky non-stock, non-profit corporation.

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 her ownership of such Unit ceases for any reason, at which time her membership in the Council shall automatically cease. The Council shall have full power and responsibility to administer, operate, sustain, maintain, and govern the condominium project including but not limited to, the powers and responsibilities to make prudent investments of funds held by it; to make reasonable rules and regulations; to borrow money; to make assessments; to bring lawsuits and defend lawsuits; to enter into contracts; to enforce all of the provisions of this Declaration, the Bylaws and any other documents or instruments relating to the establishment, existence, operation, alteration, or termination of the condominium project. The powers of the Council shall be construed liberally.

Section 2. Board of Directors. Unless otherwise specifically stated in this Declaration, the Council shall act exclusively through its Board of Directors (Board). The Board shall be chosen by the Council in accordance with the Bylaws. The Board shall be authorized to delegate the administration of its duties and powers by written contract to a managing agent or administrator employed for that purpose by the Board.

Section 3. Books of Account; Inspection; Audit. The Council shall keep a detailed account of the receipts and expenditures affecting the project and its administration, and specifying the maintenance and repair expenses of the Common Areas and any other common expenses incurred by or on behalf of the project. Both the accounts and vouchers accrediting the entries made thereon shall be available for examination by the Unit Owners at such working hours as the Council shall establish and make known. All books and records must be kept in accordance with good accounting procedures and must be audited at least once a year by an independent auditor.

ARTICLE 11

Section 1. Use and Occupancy. The Council shall make Rules and Regulations to govern the use of the project. In addition, the following covenants, conditions, and restrictions, as to use and occupancy shall run with the land and shall be binding upon each Unit Owner, his heirs, tenants, licensees and assigns:

(a) Except as otherwise provided in this Declaration, no part of the condominium project shall be used for other than housing and the common recreational purposes for which the property was designated. Each Unit shall be used only as a residence.

(b) There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Council except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Without the prior written consent of the Council, or except in case of temporary loading or unloading, no part of the project shall be used for parking of any trailer, truck, boat, motorcycle, scooter or anything other than operative, currently licensed automobiles. Guests, licensees and invitees shall be permitted to park on paved Common Areas designated for such use only to the extent that it shall not obstruct traffic flow or unreasonably inconvenience other Unit Owners. Vehicles parked in violation of any part of this Declaration or in violation of any rules or regulations, shall be towed away and stored at the Owner's risk and expense.

(d) Nothing shall be done or kept in the project, without the prior written consent of the Council, which will increase the rate of insurance of the buildings, or contents thereof. No waste shall be committed in the project. All laws shall be obeyed.

(e) 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 or any part thereof, without the prior written consent of the Council.

(f) No animals shall be raised, bred or kept in the project, except that dogs, cats, or other household pets may be kept in the Unit provided that they shall not be permitted to run loose and provided that they are not kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the project upon seven (7) days written notice from the Council. Pets permitted as above shall be leashed and restrained during walking or exercise within the Common Area. The Owner must clean up any mess made by the Owner's pet. No dangerous animal is allowed in the project.

(g) No noxious or offensive activity shall be carried on in the project, nor shall anything unreasonable be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

(h) Without the prior written consent of the Council, nothing shall be done which will impair the structural integrity of any building or which would structurally change any building.

(i) No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the project. The project 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 or other things on any part of the Common Areas or Limited Common Areas except in accordance with the Rules and Regulations.

(k) Nothing shall be altered or constructed in or removed from the Common Areas except as otherwise provided in this Declaration and Regulations except upon the prior written consent of the Council.

Section 2. Compliance with Covenants, Conditions and Restrictions. Every Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration (in this Section or elsewhere), with the Bylaws of the Council and with the Rules and Regulations in relation to the use and operation of the Condominium project. Failure to comply with any of the same shall be grounds for legal action to recover sums due for damages and/or for injunctive relief. Such action may be maintained by a Unit Owner, the Council on its behalf or on behalf of the Unit Owners aggrieved, or by any person or entity who holds a mortgage lien upon a Unit and is aggrieved by such noncompliance. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Council to give sufficient surety or sureties for his future compliance with said covenants, conditions and restrictions, Bylaws, Rules and Regulations. If present or future law permits, the Council may recover all of its costs of enforcement including court costs and reasonable attorney's fees; and all of such costs shall be a continuing lien upon the Unit which shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns.

Section 3. Severability. Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above by judicial proceeding or any other means shall in no way affect the validity of the others.

ARTICLE 12

Section 1. Unit Owner's Responsibilities. The responsibilities of each Unit Owner shall include:

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and any heating or air conditioning equipment located without or outside the Unit boundaries designed and installed for the exclusive purpose of servicing the Unit.

(b) To maintain and repair all windows, doors, vestibules and entryways of his Unit and of any Limited Common Area which is appurtenant to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such items.

(c) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Condominium project.

(d) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of his Unit, without the written consent of the Council.

(e) To promptly report to the Council or its managing agent any defect or need for repairs, the responsibility for the remedying of which is with the Council.

(f) Not to make any alternations in the portions of the Unit or the building which are to be maintained by the Council or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Council, nor shall any Unit Owner impair the use of any easement without first obtaining the written consents of the Council and of the Owner or Owners for whose benefit such easements exist.

Section 2. Construction Defects. The obligation of the Council and of Owners to repair, maintain and replace the portions of the Condominium property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in materials or workmanship in the construction of the project. The undertaking of repair, maintenance or replacement by the Council or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Section 3. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Council and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or any benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any defect by the Council or any Unit Owner in performing his obligation hereunder.

Section 4. Rights of Unit Owners. A Unit Owner's rights include the following:

(a) A Unit Owner shall have the exclusive Ownership to his Unit and shall have a common right to a share, with other co-owners, in the Common Areas of the Condominium property, equivalent to the percentage representing the floor area of the individual Unit, in relation to the floor area of the property as a whole.

(b) Each Owner may use the general Common Areas in accordance with the purpose for which they are intended. However, each Owner may not hinder or encroach upon the lawful rights of the other Owners to use the Common Areas.

Section 5. Share in Funds. The proportionate interest of each Unit Owner in any funds maintained or held by the Council, cannot be withdrawn or separately assigned, but is deemed to be transferred with each Unit even though not mentioned or described in the conveyance.

Section 6. Injuries and Damages. Each Unit Owner shall be individually liable for injuries or damages which result from his own negligence or willful misconduct or which occur within his individual Unit, to the same extent and degree as the individual Owner of any other residential property.

Where a judgment arising from a risk common to all of the Owners is in excess of the liability insurance in force the liability of any co-owner shall not exceed his pro rata share as determined by the percentage that the value of his individual Unit bears to the value of the Condominium project as a whole. An uncollected share of a judgment shall not be reassessed among the Owners.

Section 7. Leasing Rights. No Owner may lease less than an entire Unit. No Owner other than the Developer or a first mortgaged in possession of a Unit may rent a Unit for any period of less than six months. All leases must be in writing. All leases are subject to all provisions of the Declaration, the Bylaws of the Council and the Rules and Regulations of the Council. If any lessor or lessee is in violation of any of the provisions of the foregoing documents, the Council may bring an action in its own name and/or in the name of the lessor to have the lessee evicted and/or to recover damages. If the Court finds that the lessee is or has violated any of the provisions of the Declaration, the Bylaws of the Council or the Rules and Regulations, the Court may find the lessee guilty of forceable detainer notwithstanding the facts that the lessor is not a party to the action and/or that the lessee is not otherwise in violation of lessee's lease or other rental agreements with lessor. For purposes of granting the forceable detainer against the lessee, the Court may consider the lessor a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Council). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which Council has. If permitted by present or future law, Council may recover all of its costs, including Court costs and reasonable attorney's fees, and such costs shall be a continuing lien upon the Unit which shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns.

ARTICLE 13

Section 1. Termination. The condominium regime may be terminated or waived by any method permitted by Kentucky law at the time of the termination or waiver. If Kentucky law permits or is otherwise silent, the condominium regime may also be terminated or waived as set forth in Section 3 of this Article.

Section 2. Destruction. If it is determined in the manner elsewhere provided that the building(s) shall not be reconstructed because of major damage, or eminent domain, the condominium regime will be thereby terminated without agreement.

Section 3. Agreement. If the proposed termination or waiver is submitted to a meeting of the members of the Council and if approved by Owners of the Units appurtenant to which is not less than seventy-five (75%) percent of the common interest, and if a consent to the termination is obtained from each record holder of a first mortgage upon a Unit not later than ninety (90) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the other Owners for the period ending on the one hundred and twentieth (120th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option period, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) The option shall be exercised by the delivery or mailing by certified mail to each of the record Owners of the Units to be purchased the following instruments:

- (i) A certificate executed by the Chairman and Secretary of the Board certifying that the option to purchase Units owned by Owners not approving termination has been exercised as to all of such Units. Such certificate shall state the names of the Unit Owners exercising the option, the Units owned by them and the Units being purchased by each of them.
- (ii) An agreement to purchase, upon the terms herein stated, the Unit of the Owner receiving the notice, which agreement shall be signed by the purchasing Unit Owner or Owners.

(b) The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the instruments. In the absence of such agreement the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two

Appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The arbitration must be held within one hundred twenty (120) days from the date of the exercise of the option.

(c) The purchase price shall be paid in cash or upon terms approved by the seller and the Council.

(d) The sale shall be closed within twenty (20) days following the determination of the sale price. Good and marketable title to Unit must be conveyed by the seller to the purchaser by a general warranty deed, free and clear of all liens and encumbrances except this Declaration.

(e) The closing of the purchase of all of the Units subject such option shall effect a termination or waiver of the condominium regime without further act except the filing of the certificate hereafter required.

Section 4. Certificate. The termination or waiver of the condominium regime in either of the foregoing manners shall be evidenced by a certificate of the Council executed by its Chairman and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in records of the County Clerk of Campbell County, Kentucky.

Section 5. Shares of Owners After Termination. After any termination or waiver of the condominium regime the Unit Owners shall own the condominium property and all assets of the Council as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Areas appurtenant to the Owner's Units prior to the termination or waiver.

Section 6. Amendment. This Article concerning termination or waiver cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

ARTICLE 14

Section 1. Prohibition of Partition. The Common Areas, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

Section 2. Severability. The invalidity of any Article, Section, covenant, restriction, condition, limitation, or any other provision of this Master Deed or any part of the same, shall not impair, or affect in any manner the validity, enforceability or effect of the rest of the Master Deed.

Section 3. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4. Enforcement of Provisions. In addition to any other remedies provided for in this Master Deed, the Council, Developer, or any Owner or Owners shall have the right to enforce all restrictive covenants, conditions, easements, reservations, liens and charges now or hereinafter imposed by or through the provisions of this Master Deed, the Bylaws or any Rules or Regulations promulgated by the Council or as provided by KRS 381.883. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. The failure or forbearance by the Council or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. All charges incurred by the Council in enforcing these covenants and restrictions (including court costs and reasonable attorneys fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction and such charge shall constitute a lien against the Unit of such person or persons, subject to subordination to any first mortgage.

Section 5. Liability. Neither the Developer, nor any subsidiary or affiliate of Developer, nor any employee, agent, successor or assignee of Developer, or such subsidiary or affiliate, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with the authority granted or delegated to them or any of them by or pursuant to this Master Deed, except with respect to matters as to which it is adjudged to have been negligent.

Section 6. Interpretation. The provisions of this Master Deed shall be liberally construed to effectuate the purpose of creating a uniform plan for the establishment and the operation of a condominium development.

Section 7. Notices and Demands. Any notice by the Council to a Unit Owner shall be deemed to be duly given, and any demand upon him shall be deemed to have been duly made, if delivered in writing to him personally, or if mailed by certified (or the equivalent) mail, addressed to him at the Unit owned by such Unit Owner, and any demand upon the Board shall be deemed to have been duly made, if in writing and delivered by certified (or the equivalent) mail to an officer of the Council.

Section 8. Alteration and Transfer of Interests. The Common Areas and easements appurtenant to each Unit shall have a permanent character and shall not be altered, except as otherwise provided herein, without the consent of all of the Owners, expressed in a recorded amendment to this Declaration. The Common Areas and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Unit even though such Common Areas or easements are not expressly mentioned or described in the instrument.

Section 9. Council and Director Responsibility. In carrying out the provisions of this Declaration, and in the performance of all of the rights, duties and obligations, covenants and conditions, hereunder, specifically including but not limited to, the protection, maintenance and upkeep of Common Areas, the Council, its officers, directors, servants and employees shall be required to exercise reasonable care only, and shall in no way be deemed absolutely liable, or be deemed insurers.

ARTICLE 15

Section 1. Amendment of Declaration. Except as otherwise specifically stated in any other Article of the Declaration and except as stated in any other Section of this Article and except as otherwise required by law, any provision of the Declaration may be amended at any regular or special meeting of the members of the Council. In order for the amendment to pass, at least seventy-five (75%) percent of the total number of votes held by the members of the corporation must be cast in favor of the amendment. The amendment will be effective upon the recording, in the County Clerk's office at which the Declaration was recorded, of a copy of the amendment together with an acknowledged statement from the secretary of the corporation stating:

- (i) the date of the meeting at which the amendment was adopted;
- (ii) the percentage of the total number of votes held by members cast in favor of the amendment;
- (iii) the fact that a true and accurate copy of the amendment is attached to the statement; and
- (iv) the fact that the person making the statement is the secretary of the corporation.

Section 2. Correction. Either the Council or the Developer may, at any time and without the consent of the members of the corporation, make amendments to the Declaration to correct errors in typing or errors in grammar or errors in arithmetic or errors on the plats of record. The amendment will be effective upon the recording in the County Clerk's office at which the Declaration was recorded, of a copy of the amendment together with an acknowledged statement from the Secretary of the corporation or of the Developer stating:

- (i) the date of the meeting of the Board (either of this corporation or of the Developer) at which the amendment was adopted;
- (ii) the fact that a true and accurate copy of the amendment is attached to the statement; and
- (iii) the fact that the person making the statement is the secretary of the corporation, the Board of which made the amendment.

Section 3. Implementation of Amendments. The Council or the Developer, as the case may be, has the power to make any plats, deeds or other instruments necessary or desirable to effectuate an amendment.

Section 4. Developer's Consent. For a period of seven (7) years beginning with the date of the recording of this Declaration, no amendment to the Declaration is effective unless it has the written consent of the Developer, which consent must be recorded with the amendment or as a part of the amendment. The consent of the Developer is in addition to the other requirements of this article. The Developer may at any time surrender in writing the Developer's rights under this Section 4.

EXHIBIT A

The real estate is located in the City of Southgate, Campbell County, Kentucky, and is more particularly described as follows:

Being all of Lot 1, Woodland Hills Condominiums, as shown on Plat Book _____, Page _____. An easement for ingress and egress between the real estate and Mooock Road, over Woodland Hills Drive is also granted. This is a nonexclusive easement. The owners of the real estate benefitted by the easement must maintain the surface and other improvements placed on the easement.
Subject to all easements of record or set forth elsewhere in master deed.

Being all of the same property conveyed to the Developer herein, by deed from Murray Guttman, et al, dated 12/12/83, and of record at Deed Book _____ Page _____.

The group number of the back reference is Group No. 309,1011, 1372,1373. There are two (2) buildings on Lot 1. Each of the buildings is described on the plat referred to in the description above. Each building is of brick veneer construction. Each has three (3) levels. Each unit on the second level and each unit on the third level has a balcony. Each unit on the ground level has a patio. The total unit floor area of each building is 11,418 square feet. The area of the entire property is approximately 2.9593 acre. The recorded floor plans of the project are incorporated herein by reference.

All references herein are to the Campbell County Clerk's records at Newport, Kentucky.

A legal description of Lot 1, a legal description of the buildings, the engineer's certificate and the floor plans appear at the Plat Book references given above.

All future expansions of the project must come out of the 68.5931 acre tract described below. None of the real estate described below shall be a part of the project or considered a part of the project Master Deed or by an amended or supplemental Master Deed. The real estate is located in the City of Southgate, Campbell County, Kentucky, and is more particularly described as follows:

Situated in the City of Southgate, Kentucky, lying along the southerly side of Mook Road, and being more particularly described as follows:

Beginning at the point of intersection of the corporation line of the City of Southgate and the City of Wilder, and the southerly right of way line of Mook Road as it now exists; thence in an easterly direction along a curve in the southerly right of way (30 feet from center line) of Mook Road as it deflects to the right with a radius of 925.00 feet, an arc distance of 553.07 feet to a point; thence N 77°-35'-00"E along the southerly right of way line of Mook Road 889.60 feet to a point; thence continuing along the southerly right of way line of Mook Road as it curves to the left with a radius of 746.30 feet, an arc distance of 412.38 feet to a point; thence leaving Mook Road S 44°-04'-34"E 125.00 feet to a point; thence continuing S 14°-15'-57"E 465.43 feet, S 4°-22'-15"W 357.81 feet, N 80°-00'-00"W 212.00 feet, N 57°-45'W 80.00 feet, S 66°-45'-00"W 583.00 feet, S 34°-30'-00"W 490.00 feet, S 18°-15'-00"W 677.00 feet, and S 5°-30'-00"W 626.81 feet to a point in the grantor's southerly property line; thence along same N 77°-51'-32"W 1,187.76 feet to the grantor's southwest corner; thence along the grantor's west property line N 27°-13'-45"E 627.00 feet, N 19°-28'-45"E 330.00 feet, N 1°-28'-45"E 363.00 feet, S 72°-01'015"E 90.75 feet, N 5°-58'-45"E 280.50 feet, N 29°-58'-45"E 330.00 feet, and N 39°-27'-52"W 62.42 feet to the place of beginning.

Containing 68.5931 acres.

NONE OF THE ABOVE REAL ESTATE IS HEREBY BEING MADE SUBJECT TO THE CONDOMINIUM REGIME, EXCEPT FOR LOT 1 OF THE WOODLAWN HILLS CONDOMINIUMS, WHICH IS PART OF THE ABOVE REAL ESTATE. THE ABOVE REAL ESTATE IS DESCRIBED ONLY TO SHOW THE POSSIBLE EXTENT OF THE PROJECT.

EXHIBIT "B" (Page # 1 of 1)

Building No. 40 and 42

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentage of Common Inter</u>
40-1	B -L	First	Front Left	905	3.96304
40-2	A -L	First	Rear Left	998	4.37029
40-3	B -R	First	Front Right	905	3.96304
40-4	A -R	First	Rear Right	998	4.37029
40-5	B -L	Second	Front Left	905	3.96304
40-6	A -L	Second	Rear Left	998	4.37029
40-7	B -R	Second	Front Right	905	3.96304
40-8	A -R	Second	Rear Right	998	4.37029
40-9	B -L	Third	Front Left	905	3.96304
40-10	A -L	Third	Rear Left	998	4.37029
40-11	B -R	Third	Front Right	905	3.96304
40-12	A -R	Third	Rear Right	998	4.37029
42-1	B -L	First	Front Left	905	3.96304
42-2	A -L	First	Rear Left	998	4.37029
42-3	B -R	First	Front Right	905	3.96304
42-4	A -R	First	Rear Right	998	4.37029
42-5	B -L	Second	Front Left	905	3.96304
42-6	A -L	Second	Rear Left	998	4.37029
42-7	B -R	Second	Front Right	905	3.96304
42-8	A -R	Second	Rear Right	998	4.37029
42-9	B -L	Third	Front Left	905	3.96304
42-10	A -L	Third	Rear Left	998	4.37029
42-11	B -R	Third	Front Right	905	3.96308
42-12	A -R	Third	Rear Right	998	4.37029
TOTAL				22836	

THERE ARE FOUR UNITS ON EACH LEVEL. THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7'10" AND APPROXIMATELY 8'.

EXHIBIT "C"
(Page One of One)

The Common Areas (general common elements) of the building include the building itself, the stairs and the halls. The real Estate in the project, including the bridge, the roads, and the parking lot, is also part of the Common Areas.

This is an Expandable Condominium Project. The project may include up to thirty four (34) residential buildings which would enclose up to a total of four hundred and eight (408) Units.

Except for Buildings 40-42, the buildings are not built and may never be built. It is impossible to state exactly the percentage of common interest per Unit before each additional building is constructed. These estimates are based on the assumption that all additional buildings, beginning with Lot 2 shall contain only two (2) bedroom Units. Actually, the additional buildings, if any, may contain all one (1) bedroom Units or a combination of one (1) bedroom Units and two (2) bedroom Units or any other combination or number of units. Therefore, the actual percentage of common interest per Unit, as each building is built, shall not be less than the percentage of common interest per Unit expressed in this Exhibit. In any event, the percentage of common interest, per Unit, shall be redistributed on an as-built basis by later amendment to the Declaration, each time the construction of another building is completed. The following figures, except for Buildings 40-42, are estimated:

<u>Building</u>	<u>Unit Type</u>	<u>Floor Area of Each Unit</u>	<u>No. Of Units</u>	<u>Total Floor Area</u>	<u>Percentage Common Interest Per Unit</u>
<u>Buildings 40 - 42, Lot 1</u>					
40-42	A	998	12	11976	4.37029
40-42	B	905	12	10860	3.96304
			24	22836	
<u>Buildings 40 - 46, Lot 1 & 2</u>					
40-46	A	998	24	23952	2.18514
40-46	B	905	24	21720	1.98152
			48	45672	
<u>Buildings 40 - 52, Lot 1 - 3</u>					
40-52	A	998	42	41916	1.24865
40-52	B	905	42	38010	1.13229
			84	79926	
<u>Buildings 40-58, Lot 1-4</u>					
40-58	A	998	60	59880	.87405
40-58	B	905	60	54300	.79260
			120	114180	
<u>Buildings 40-58 & 10-14, Lot 1-5</u>					
40-58(10-14)	A	998	78	77844	.67233
40-58(10-14)	B	905	78	70590	.60968
			156	148434	

EXHIBIT (PS. # 4013)

<u>Building</u>	<u>Unit Type</u>	<u>Floor Area Of Each Unit</u>	<u>No. Of Units</u>	<u>Total Floor Area</u>	<u>Percentage of Common Int. Per Unit</u>
<u>Buildings 40-58 & 10-20, Lot 1 - 6</u>					
40-58 (10-20)	A	998	96	95808	.54628
40-58 (10-20)	B	905	96	86880	.49538
			192	182688	
<u>Buildings 40-58 & 10-26, Lot 1 - 7</u>					
40-58(10-26)	A	998	114	113772	.46003
40-58(10-26)	B	905	114	103170	.41716
			228	216942	
<u>Buildings 40-58 & 10-32, Lot 1 - 8</u>					
40-58(10-32)	A	998	132	131736	.39729
40-58(10-32)	B	905	132	119460	.36027
			264	251196	
<u>Buildings 40-58 & 10-38, Lot 1 - 9</u>					
40-58(10-38)	A	998	150	149700.	.34962
40-58(10-38)	B	905	150	135750	.31704
			300	285450	
<u>Buildings 40-64 & 10-38, Lot 1 - 10</u>					
40-64(10-38)	A	998	168	167664	.31216
40-64(10-38)	B	905	168	152040	.28307
			336	319704	
<u>Buildings 40-70 & 10-38, Lot 1 - 11</u>					
40-70(10-38)	A	998	186	185628	.28195
40-70(10-38)	B	905	186	168330	.25568
			372	353958	
<u>Buildings 40-76 & 10-38 Lot 1 - 12</u>					
40- (10-38)	A	998	204	203592	.25707
40- (10-38)	B	905	204	184620	.23312
			408	388212	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>
<u>Buildings 10-38 & 44-78, Proposed Lot 2 - 12</u>				
*-01	B-L	First	Front Left	905
-02	A-L	First	Rear Left	998
-03	B-R	First	Front Right	905
-04	A-R	First	Rear Right	998
-05	B-L	Second	Front Left	905
-06	A-L	Second	Rear Left	998
-07	B-R	Second	Front Right	905
-08	A-R	Second	Rear Right	998
-09	B-L	Third	Front Left	905
-10	A-L	Third	Rear Left	998
-11	B-R	Third	Front Right	905
-12	A-R	Third	Rear Right	998
TOTAL				11418

* First number depends on building number

EXCEPT FOR BUILDING 40 AND BUILDING 42,
 ALL OF THE ABOVE FIGURES AND LOCATIONS ARE ESTIMATES. THE "UNIT
 LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE
 FRONT OF THE BUILDING.
 ACTUAL CONSTRUCTION MAY VARY SUBSTANTIALLY.

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Groups: 309, 1011, 1372, 1373 and 1642

SUPPLEMENTARY DECLARATION OF MASTER DEED

ANNEXING ACREAGE TRACT

Hills Building & Construction Services No. 1, Inc. (Hills), an Ohio corporation, pursuant to resolution of its Board of Directors; pursuant to the Declaration of Master Deed of Woodland Hills Condominiums, as from time to time amended and/or supplemented, of record at Misc. Book 107, page 86, of the Campbell County Clerk's records at Newport, Kentucky; and pursuant to KRS 381.910, hereby declares:

1. That the real estate described in Exhibit "A" attached hereto and incorporated herein by reference is hereby annexed to and made subject to the Declaration of Master Deed, of record at Misc. Book 107, page 86, as from time to time amended and/or supplemented, of Woodland Hills Condominiums.

2. That the real estate is not improved. The real estate is an addition to the common areas (general common elements) of the project.

3. Since the real estate is not improved, each unit's percentage of common interest in the project is not changed by this instrument. Also since there are no buildings, there are no units, and there are no floor plans. Since there are no floor plans, there is no need for the verified statement of a registered architect or professional engineer.

INDEX CLERK
#309-1011-1372
#1642
Marianne [Signature]

4. That Exhibit "B", attached hereto and incorporated herein by reference, is a plat of survey of the real estate. The real estate contains 24.7620 acres.

5. That the real estate is subject to all easements and other matters of record, or any easement physically located on the property.

6. One effect of this instrument is to take title to the real estate out of the name of Hills, as per the horizontal property law of Kentucky.

The Developer is making and signing this instrument not only on its own behalf but also as attorney in fact on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the project.

Dated as of this 30th day of April, 1990.

HILLS BUILDING & CONSTRUCTION
SERVICES NO. 1, INC., on its behalf
and on behalf of all contract pur-
chasers, unit owners, mortgagees,
other lien holders or parties
claiming a legal or equitable
interest in the project

By: Louis Guttman, Secretary
Louis Guttman, Secretary

COUNTY OF Hamilton

STATE OF Ohio

The foregoing instrument was acknowledged before me on this 30 day of April, 1990, by Louis Guttman, Secretary, Hills Building & Construction Services No. 1, Inc., an Ohio corporation, on behalf of the corporation, both on its own behalf and on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Woodland Hills Condominium project.

VICTORIA DYSON ELSBROCK
Notary Public, State of Ohio
My Commission Expires Feb. 8, 1995

Victoria Dyson Elsbrock
Notary Public
My Commission expires: _____
My Jurisdiction is: _____

THIS INSTRUMENT PREPARED BY
ZIEGLER & SCHNEIDER, P.S.C.
200 Covington Mutual Building
629 Madison Avenue
Covington, Kentucky 41011

Mail:

By: T. J. Brandt
T. J. Brandt

EXHIBIT A

The real estate is located in Southgate, Campbell County, Kentucky, and is more particularly described as follows:

Beginning at the southeast corner of Lot no. 10 of Woodland Hills of Southgate; thence with the east line of Lot No. 10, N 1°-16'-58" E 361.49 feet to a point; thence with the east line of Lot No. 11, N 27°-22'-21"E 298.40 feet to a point; thence along the east line of Lot No. 12, N 49°-31'-02" E 286.99 feet to the east corner of Lot No. 12; thence along the northeast line of Lot No. 12, N 40°-43' W 220.00 feet to a point; thence along the south line of Lots No. 3 and 4 of Woodland Hills of Southgate N 76°-16'-50" E 565.52 feet to the southeast corner of Lot No. 4; thence along the grantor's east line S 2°-39'-35" W 484.00 feet, S 34°-30'-00" W 490.00 feet, S 18°-15'-00" W 677.00 feet, and S 5°-30'-00" W 626.81 feet to a point; thence N 77°-51'-38" W along the grantor's south line 547.76 feet to the southeast corner of Lot No. 9; thence with the lines of Lots No. 9, 8, 7 and 10, N 6°-53'-10" E 324.57 feet, N 79°-17'-24" W 37.21 feet, N 13°-14'-32" E 620.00 feet, N 10°-50'-25" W 16.00 feet, and S 83°-20' E 200.00 feet to the place of beginning.

Subject to all easements and other matters of record or physically located on the property and further subject to the reservations and easements set out below.

Being part of the same property conveyed to Hills by deed from Murray Guttman, et al, dated 12/23/86 and recorded at Deed Book 500, page 207.

RESERVATIONS: Hills, for itself and for its successors and assigns, reserves easements, in such size and location as to be reasonably determined by Hills, for access and for utilities of every kind, including but not limited to, energy, communication, sanitation, water and drainage. Nothing may be built on the real estate which would undermine any of Hills adjoining real estate or which would block the view from any of Hills adjoining real estate, except with the express written and recorded permission of Hills, or its successors and assigns. Hills may designate in writing the exact location of any easement and may grant easements as desirable to companies providing utility or utility-related services to other real estate. These reservation rights shall be construed broadly in favor of Hills and its successors and assigns.

FISC 02 0
ADDNG
COST
POLICE
RECORDER
61061 5-02 P1:35

BOOK 155 PAGE 437

STATE OF KENTUCKY
CAMPBELL COUNTY

I, JACK SNODGRASS, Clerk of the county in and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing was on

the 2nd day of MAY 1990

at 1:35 P. M. lodged in my office for record whereupon the same, the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 2nd day of MAY 1990

JACK SNODGRASS, Clerk

BY Wm. D. Day D.C.

The person signing this instrument on behalf of the Developer has been authorized to do so by a resolution of the board of directors of Developer. This instrument is signed and dated as of the 12th day of December, 1983.

W. H. BUILDERS, INC.,
an Ohio corporation

By: Stephen J. Sidant
Name and Title

COUNTY OF CAMPBELL
STATE OF KENTUCKY

The foregoing Declaration of Master Deed was acknowledged before me on this 12th day of December, 1983, by Stephen J. Sidant, the President of W. H. Builders, Inc., an Ohio corporation, on behalf of the corporation.

Stephen J. Sidant
Notary Public

My commission expires: 3-3-87
My jurisdiction is: At Large

THIS INSTRUMENT
PREPARED BY
ZIEGLER & SCHNEIDER
ATTORNEYS AT LAW
200 COVINGTON MUTUAL BLDG.
629 MADISON AVE.
COVINGTON, KENTUCKY 41011
By T. J. ...

office

'87 NOV 18 PM 12:56

Groups: 309, 1011, 1372, 1373
and 1642-I

SUPPLEMENTARY DECLARATION OF MASTER DEED

ANNEXING LOT 10

The Developer, namely, Hills Building and Construction Services No. 1, Inc., an Ohio corporation, pursuant to resolution of its Board of Directors; pursuant to the Declaration of Master Deed of Woodland Hills Condominiums, as from time to time amended and/or supplemented, of record at Misc. Book 107, page 86, of the Campbell County Clerk's records at Newport, Kentucky; and pursuant to KRS 381.910, hereby declares:

1. That the real estate described in Exhibit A attached hereto and incorporated herein by reference is hereby annexed to and made subject to the Declaration of Master Deed, of record at Misc. Book 107, page 86, as from time to time amended and/or supplemented, of Woodland Hills Condominiums.

2. That the common areas (general common elements) of the building include the building itself, the stairs and the halls. The real estate in Exhibit A, including the roads and the parking lots, is also part of the common areas.

3. That Exhibits A, B & E attached hereto are hereby incorporated herein by reference.

The Developer is making and signing this instrument not only on its own behalf but also as attorney in fact on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the project.

Dated as of this 11th day of November, 1987.

HILLS BUILDING AND CONSTRUCTION SERVICES NO. 1, INC., on its behalf and on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the project

By: *Stephen Guttman, Pres.*
Stephen Guttman, President

COUNTY OF Hamilton

STATE OF ~~KENTUCKY~~ OHIO

The foregoing instrument was acknowledged before me on this 11th day of November, 1987, by Stephen Guttman, President, Hills Building and Construction Services No. 1, Inc., an Ohio corporation, on behalf of the corporation, both on its own behalf and on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Woodland Hills Condominium project.

PATRICIA A. LAFFERTY
Notary Public, State of Ohio

Patricia A. Lafferty
Notary Public

My comm. exp: My Commission Expires July 10 1991

My juris. is: Ohio

THIS INSTRUMENT
PREPARED BY
ZIEGLER & SCHNEIDER, P.S.C.
ATTORNEYS AT LAW
200 COVINGTON MUTUAL BLDG.
629 MADISON AVE.
COVINGTON, KENTUCKY 41011

By: *T. J. Brandt*
T. J. Brandt

Return
to:

EXHIBIT A

The real estate is located in the City of Southgate, Campbell County, Kentucky, and is more particularly described as follows:

Being all of Lot 10, Woodland Hills Condominiums, as shown on Cabinet pages _____ . An easement for ingress and egress between the real estate and Mook Road over Woodland Hills Drive and View Terrace Drive is also granted. This is a non-exclusive easement. The owners of the real estate benefited by the easement must maintain the surface and other improvements placed on the easement.

Subject to all easements of record or set forth elsewhere in the Master Deed of record at Misc. Book 107, page 86, as from time to time supplemented and/or amended.

Being part of the same property conveyed to the Developer herein by deed from Murray Guttman, et al, dated 12/23/86 and of record at Deed Book 500, page 207.

The Group number of the back reference is Group No. 309, 1011, 1372 and 1373. There are 3 buildings on Lot 10. Each of the buildings is described on the plat referred to in the legal description above. Each building is of brick veneer construction. Each has three levels. Each unit on the second level and each unit on the third level has a balcony. Each unit on the ground level has a patio. The total unit floor area of each building is 11,352 sq. ft. The area of the entire property in Lot 10 is approximately 1.8883 acres. The recorded floor plans of the project are incorporated herein by reference.

All references herein are to the Campbell County Clerk's records at Newport, Kentucky.

A legal description of Lot 10, a legal description of the building, the engineer's certificate and the floor plans appear at

the Plat Book references given above.

Subject to all reservations of easements set forth in the Master Deed.

THIS IS AN EXPANDABLE CONDOMINIUM PROJECT. SEE THE MASTER DEED AND ELSEWHERE IN THIS INSTRUMENT FOR FURTHER DETAILS. HOWEVER, NO REAL ESTATE SHALL BE A PART OF THE CONDOMINIUM PROJECT OR ENCUMBERED BY THE RESTRICTIONS OF THE MASTER DEED AS FROM TIME TO TIME AMENDED AND/OR SUPPLEMENTED, UNLESS THE REAL ESTATE HAS BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONDOMINIUM REGIME. THE CONDOMINIUM SCHEME SHOULD NOT AND CANNOT BE IMPLIED TO INCLUDE REAL ESTATE THAT HAS NOT BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONDOMINIUM REGIME, EVEN IF THE NON-CONDOMINIUM REAL ESTATE IS A PART OF THE SAME TRACTS FROM WHICH THE CONDOMINIUM REAL ESTATE CAME.

VILLAGE OF COVERED BRIDGE, INC., is one and the same as and is now known as Hills Building and Construction Services No. 1, Inc., an Ohio corporation.

Part of Building 64 encroaches on a 100 foot wide electric transmission easement to ULH&P Co., as shown on the plat for Lot No. 10. The maximum height of any building or other improvement in the encroachment area may not exceed 613.00 M.S.L. In other words nothing in the encroachment area may be higher than 613.00 M.S.L. No antennas may be installed on the ground in the encroachment area or on the outside of any improvement on the encroachment area. The encroachment cannot be expanded, but may be maintained, repaired and replaced.

The easement was transferred to Cincinnati Gas & Electric Company (CG&E) at Deed Book 448, page 27. CG&E is aware of the encroachment and has consented to it in writing as per the letter from Mr. Rudy S. Zinser of CG&E to Mr. James Berling, the engineer for the Developer. The letter is dated 11/17/87 and a photocopy of it is attached hereto and incorporated herein by reference. The Developer is of course willing to sign a document in recordable form incorporating the terms of the letter should CG&E so require.

* * *

For sake of clarity, the 20 foot wide access easement that runs between Lot No. 10 and Lot No. 6, as shown on the plat for Lot No. 10, is also granted for the benefit of lots now and hereafter brought within the condominium project of Woodland Hills Condominiums. The easement is non-exclusive. The owners of the real estate benefitted by the easement must maintain the surface and other improvements placed on the easement.

THE CINCINNATI GAS & ELECTRIC COMPANY



November 17, 1987

Mr. James Berling
Engineers and Consultants
1132 Main Street ,
Covington, Kentucky 41011

Dear Sir:

Re: Condominium Building Encroaching the 100 foot Wide
Easement South of Mook Road, Wilder, Kentucky

Feeders 5987 and 5988 between towers 63 and 64. Notification of
encroachment occurred after construction of the condominiums were under roof.

Part of Building 64, Lot 10, Woodland Hills Condominiums, Southgate,
Campbell County, Kentucky, has been built within the boundaries of the 100 foot
wide right of way and easement described in the grant from Samuel Schraeder,
and others, to ULH&P dated 7/14/51 and of record at Miscellaneous Book 32, Page
83 of the Campbell County Clerk's records at Newport, Kentucky and subsequently
transferred to CG&E Co. in Deed Book 448, Page 27.

The Cincinnati Gas & Electric Company consents that the encroachment
may continue in its present location, and not expanded in any manner, that it
may be occupied, maintained, repaired or replaced under the following conditions:

1. The maximum height of buildings is not to exceed 613.00 M.S.L.
2. No television antennas may be installed on the north end of the
structure.
3. The Hills Building and Construction Services No. 1, Inc. 1865
Summit Road, Cincinnati, Ohio 45237, and the engineering firm
of Mr. James Berling will assume any expenses caused to The
Cincinnati Gas & Electric Company by the location of the apart-
ment building and further assumes and agrees to indemnify and
save harmless The Cincinnati Gas & Electric Company from and
against any and all liability, loss, damage, costs, attorney's
fees or expenses of whatsoever nature and character arising
out of or occasioned by any claim or any suit for damages,
injunction or other relief, on account of injury to or death
of any person or damage to any property including the loss of
use thereof, arising out of the rights herein granted.
4. If The Cincinnati Gas & Electric Company deems it necessary,
the property owner will sign a document in recordable form
incorporating the terms of this agreement.

Mr. James Berling

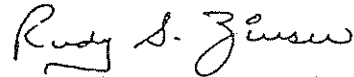
- 2 -

November 17, 1987

If any additional information is required, please contact Mr. J. R. Ries at 632-3446.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY



Rudy S. Zinser, Supervisor
Right of Way Division
Electric Distribution Engineering

RSZ/dg/JRR

EXHIBIT B

(page 1 of 11)

Among other things, Exhibit B shows the percentage of common interest for each unit in the project. The percentage of common interest for units brought into the project before this annexation has been adjusted as shown in this Exhibit. If there should be a conflict between Exhibit B and Exhibit E, Exhibit B controls. For the purpose of making assessments, or for any other legal purpose, the Board may reasonably round off the percentage of common interest for each unit.

Building No. 40 and 42

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentage Of Common Interest</u>
40-1	B-L	First	Front Left	905	.284480
40-2	A-L	First	Rear Left	998	.313755
40-3	B-R	First	Front Right	905	.284480
40-4	A-R	First	Rear Right	998	.313755
40-5	B-L	Second	Front Left	905	.284480
40-6	A-L	Second	Rear Left	998	.313755
40-7	B-R	Second	Front Right	905	.284480
40-8	A-R	Second	Rear Right	998	.313755
40-9	B-L	Third	Front Left	905	.284480
40-10	A-L	Third	Rear Left	998	.313745
40-11	B-R	Third	Front Right	905	.284480
40-12	A-R	Third	Rear Right	998	.313745
42-1	B-L	First	Front Left	905	.284480
42-2	A-L	First	Rear Left	998	.313745
42-3	B-R	First	Front Right	905	.284480
42-4	A-R	First	Rear Right	998	.313745
42-5	B-L	Second	Front Left	905	.284480
42-6	A-L	Second	Rear Left	998	.313745
42-7	B-R	Second	Front Right	905	.284480
42-8	A-R	Second	Rear Right	998	.313745
42-9	B-L	Third	Front Left	905	.284480
42-10	A-L	Third	Rear Left	998	.313745
42-11	B-R	Third	Front Right	905	.284480
42-12	A-R	Third	Rear Right	998	.313745
TOTAL BLDGS. <u>40-42</u>				<u>22836</u>	
TOTAL BLDGS. <u>40-42</u>				<u>22836</u>	

THERE ARE FOUR UNITS ON EACH LEVEL THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' 10" AND APPROXIMATELY 8'.

Building No.44 and 46

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentage Of Common Interest</u>
4-1	B-L	First	Front Left	905	.284480
4-2	A-L	First	Rear Left	998	.313745
4-3	B-R	First	Front Right	905	.284480
4-4	A-R	First	Rear Right	998	.313745
4-5	B-L	Second	Front Left	905	.284480
4-6	A-L	Second	Rear Left	998	.313745
4-7	B-R	Second	Front Right	905	.284480
4-8	A-R	Second	Rear Right	998	.313745
4-9	B-L	Third	Front Left	905	.284480
4-10	A-L	Third	Rear Left	998	.313745
4-11	B-R	Third	Front Right	905	.284480
4-12	A-R	Third	Rear Right	998	.313745
6	B-L	First	Front Left	905	.284480
6-2	A-L	First	Rear Left	998	.313745
6-3	B-R	First	Front Right	905	.284480
6-4	A-R	First	Rear Right	998	.313745
6-5	B-L	Second	Front Left	905	.284480
6-6	A-L	Second	Rear Left	998	.313745
6-7	B-R	Second	Front Right	905	.284480
6-8	A-R	Second	Rear Right	998	.313745
6-9	B-L	Third	Front Left	905	.284480
6-10	A-L	Third	Rear Left	998	.313745
6-11	B-R	Third	Front Right	905	.284480
6-12	A-R	Third	Rear Right	998	.313745
TOTAL BLDGS. <u>44-46</u>				<u>22836</u>	
TOTAL BLDGS. <u>40-42-44-46</u>				<u>45672</u>	

THERE ARE FOUR UNITS ON EACH LEVEL THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' 10" AND APPROXIMATELY 8'.

Unit No.	Unit Type	Building No. <u>48-50 and 52</u>			Percentages of Common Interest
		Level	Unit Location	Unit Floor Area	
48-1	C	First	Front Left	946	.297370
48-2	C	First	Rear Left	946	.297370
48-3	C	First	Front Right	946	.297370
48-4	C	First	Rear Right	946	.297370
48-5	C	Second	Front Left	946	.297370
48-6	C	Second	Rear Left	946	.297370
48-7	C	Second	Front Right	946	.297370
48-8	C	Second	Rear Right	946	.297370
48-9	C	Third	Front Left	946	.297370
48-10	C	Third	Rear Left	946	.297370
48-11	C	Third	Front Right	946	.297370
48-12	C	Third	Rear Right	946	.297370
50-1	C	First	Front Left	946	.297370
50-2	C	First	Rear Left	946	.297370
50-3	C	First	Front Right	946	.297370
50-4	C	First	Rear Right	946	.297370
50-5	C	Second	Front Left	946	.297370
50-6	C	Second	Rear Left	946	.297370
50-7	C	Second	Front Right	946	.297370
50-8	C	Second	Rear Right	946	.297370
50-9	C	Third	Front Left	946	.297370
50-10	C	Third	Rear Left	946	.297370
50-11	C	Third	Front Right	946	.297370
50-12	C	Third	Rear Right	946	.297370
52-1	C	First	Front Left	946	.297370
52-2	C	First	Rear Left	946	.297370
52-3	C	First	Front Right	946	.297370
52-4	C	First	Rear Right	946	.297370
52-5	C	Second	Front Left	946	.297370
52-6	C	Second	Rear Left	946	.297370
52-7	C	Second	Front Right	946	.297370
52-8	C	Second	Rear Right	946	.297370
52-9	C	Third	Front Left	946	.297370
52-10	C	Third	Rear Left	946	.297370
52-11	C	Third	Front Right	946	.297370
52-12	C	Third	Rear Right	946	.297370
TOTAL BLDGS. <u>48-50-52</u>				<u>34056</u>	
TOTAL BLDGS. <u>40-42-44-46-48-50-52</u>				<u>79728</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Unit No.	Unit Type	Level	Unit Location	Building No. <u>54-56 and 58</u>	
				Unit Floor Area	Percentages of Common Interest
54-1	C	First	Front Left	946	.297370
54-2	C	First	Rear Left	946	.297370
54-3	C	First	Front Right	946	.297370
54-4	C	First	Rear Right	946	.297370
54-5	C	Second	Front Left	946	.297370
54-6	C	Second	Rear Left	946	.297370
54-7	C	Second	Front Right	946	.297370
54-8	C	Second	Rear Right	946	.297370
54-9	C	Third	Front Left	946	.297370
54-10	C	Third	Rear Left	946	.297370
54-11	C	Third	Front Right	946	.297370
54-12	C	Third	Rear Right	946	.297370
56-1	C	First	Front Left	946	.297370
56-2	C	First	Rear Left	946	.297370
56-3	C	First	Front Right	946	.297370
56-4	C	First	Rear Right	946	.297370
56-5	C	Second	Front Left	946	.297370
56-6	C	Second	Rear Left	946	.297370
56-7	C	Second	Front Right	946	.297370
56-8	C	Second	Rear Right	946	.297370
56-9	C	Third	Front Left	946	.297370
56-10	C	Third	Rear Left	946	.297370
56-11	C	Third	Front Right	946	.297370
56-12	C	Third	Rear Right	946	.297370
58-1	C	First	Front Left	946	.297370
58-2	C	First	Rear Left	946	.297370
58-3	C	First	Front Right	946	.297370
58-4	C	First	Rear Right	946	.297370
58-5	C	Second	Front Left	946	.297370
58-6	C	Second	Rear Left	946	.297370
58-7	C	Second	Front Right	946	.297370
58-8	C	Second	Rear Right	946	.297370
58-9	C	Third	Front Left	946	.297370
58-10	C	Third	Rear Left	946	.297370
58-11	C	Third	Front Right	946	.297370
58-12	C	Third	Rear Right	946	.297370
TOTAL BLDGS. <u>54-56-58</u>				<u>34056</u>	
TOTAL BLDGS. <u>40-42-44-46-48-50-52-54-56-58</u>				<u>113784</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 34-36 and 38

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
34-1	C	First	Front Left	946	.297370
34-2	C	First	Rear Left	946	.297370
34-3	C	First	Front Right	946	.297370
34-4	C	First	Rear Right	946	.297370
34-5	C	Second	Front Left	946	.297370
34-6	C	Second	Rear Left	946	.297370
34-7	C	Second	Front Right	946	.297370
34-8	C	Second	Rear Right	946	.297370
34-9	C	Third	Front Left	946	.297370
34-10	C	Third	Rear Left	946	.297370
34-11	C	Third	Front Right	946	.297370
34-12	C	Third	Rear Right	946	.297370
36-1	C	First	Front Left	946	.297370
36-2	C	First	Rear Left	946	.297370
36-3	C	First	Front Right	946	.297370
36-4	C	First	Rear Right	946	.297370
36-5	C	Second	Front Left	946	.297370
36-6	C	Second	Rear Left	946	.297370
36-7	C	Second	Front Right	946	.297370
36-8	C	Second	Rear Right	946	.297370
36-9	C	Third	Front Left	946	.297370
36-10	C	Third	Rear Left	946	.297370
36-11	C	Third	Front Right	946	.297370
36-12	C	Third	Rear Right	946	.297370
38-1	C	First	Front Left	946	.297370
38-2	C	First	Rear Left	946	.297370
38-3	C	First	Front Right	946	.297370
38-4	C	First	Rear Right	946	.297370
38-5	C	Second	Front Left	946	.297370
38-6	C	Second	Rear Left	946	.297370
38-7	C	Second	Front Right	946	.297370
38-8	C	Second	Rear Right	946	.297370
38-9	C	Third	Front Left	946	.297370
39-10	C	Third	Rear Left	946	.297370
38-11	C	Third	Front Right	946	.297370
38-12	C	Third	Rear Right	946	.297370

TOTAL BLDGS. 34-36-38 34056

TOTAL BLDGS. 40-42-44-46-48-50-52- 147.840
54-56-58-34-36-38

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

<u>Unit No.</u>	<u>Unit Type</u>	<u>Building No. 28-30 and 32</u>			<u>Percentages of Common Interest</u>
		<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	
28-1	C	First	Front Left	946	.297370
28-2	C	First	Rear Left	946	.297370
28-3	C	First	Front Right	946	.297370
28-4	C	First	Rear Right	946	.297370
28-5	C	Second	Front Left	946	.297370
28-6	C	Second	Rear Left	946	.297370
28-7	C	Second	Front Right	946	.297370
28-8	C	Second	Rear Right	946	.297370
28-9	C	Third	Front Left	946	.297370
28-10	C	Third	Rear Left	946	.297370
28-11	C	Third	Front Right	946	.297370
28-12	C	Third	Rear Right	946	.297370
30-1	C	First	Front Left	946	.297370
30-2	C	First	Rear Left	946	.297370
30-3	C	First	Front Right	946	.297370
30-4	C	First	Rear Right	946	.297370
30-5	C	Second	Front Left	946	.297370
30-6	C	Second	Rear Left	946	.297370
30-7	C	Second	Front Right	946	.297370
30-8	C	Second	Rear Right	946	.297370
30-9	C	Third	Front Left	946	.297370
30-10	C	Third	Rear Left	946	.297370
30-11	C	Third	Front Right	946	.297370
30-12	C	Third	Rear Right	946	.297370
32-1	C	First	Front Left	946	.297370
32-2	C	First	Rear Left	946	.297370
32-3	C	First	Front Right	946	.297370
32-4	C	First	Rear Right	946	.297370
32-5	C	Second	Front Left	946	.297370
32-6	C	Second	Rear Left	946	.297370
32-7	C	Second	Front Right	946	.297370
32-8	C	Second	Rear Right	946	.297370
32-9	C	Third	Front Left	946	.297370
32-10	C	Third	Rear Left	946	.297370
32-11	C	Third	Front Right	946	.297370
32-12	C	Third	Rear Right	946	.297370

TOTAL BLDGS. 28-30-32 34056

TOTAL BLDGS. 40-42-44-46-48-50-52- 181,896

54-56-58-28-30-32-34-
36-38

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

EXHIBIT "B" (Page 8 of 11)

Building No. 22-24 and 26

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
22-1	C	First	Front Left	946	.297370
22-2	C	First	Rear Left	946	.297370
22-3	C	First	Front Right	946	.297370
22-4	C	First	Rear Right	946	.297370
22-5	C	Second	Front Left	946	.297370
22-6	C	Second	Rear Left	946	.297370
22-7	C	Second	Front Right	946	.297370
22-8	C	Second	Rear Right	946	.297370
22-9	C	Third	Front Left	946	.297370
22-10	C	Third	Rear Left	946	.297370
22-11	C	Third	Front Right	946	.297370
22-12	C	Third	Rear Right	946	.297370
24-1	C	First	Front Left	946	.297370
24-2	C	First	Rear Left	946	.297370
24-3	C	First	Front Right	946	.297370
24-4	C	First	Rear Right	946	.297370
24-5	C	Second	Front Left	946	.297370
24-6	C	Second	Rear Left	946	.297370
24-7	C	Second	Front Right	946	.297370
24-8	C	Second	Rear Right	946	.297370
24-9	C	Third	Front Left	946	.297370
24-10	C	Third	Rear Left	946	.297370
24-11	C	Third	Front Right	946	.297370
24-12	C	Third	Rear Right	946	.297370
26-1	C	First	Front Left	946	.297370
26-2	C	First	Rear Left	946	.297370
26-3	C	First	Front Right	946	.297370
26-4	C	First	Rear Right	946	.297370
26-5	C	Second	Front Left	946	.297370
26-6	C	Second	Rear Left	946	.297370
26-7	C	Second	Front Right	946	.297370
26-8	C	Second	Rear Right	946	.297370
26-9	C	Third	Front Left	946	.297370
26-10	C	Third	Rear Left	946	.297370
26-11	C	Third	Front Right	946	.297370
26-12	C	Third	Rear Right	946	.297370

TOTAL BLDGS. 22-24-26 34056

TOTAL BLDGS. 22 thru 58 215,952

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

EXHIBIT "B" (Page 9 of 11)

Building No. 16-18 and 20

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
16-1	C	First	Front Left	946	.297370
16-2	C	First	Rear Left	946	.297370
16-3	C	First	Front Right	946	.297370
16-4	C	First	Rear Right	946	.297370
16-5	C	Second	Front Left	946	.297370
16-6	C	Second	Rear Left	946	.297370
16-7	C	Second	Front Right	946	.297370
16-8	C	Second	Rear Right	946	.297370
16-9	C	Third	Front Left	946	.297370
16-10	C	Third	Rear Left	946	.297370
16-11	C	Third	Front Right	946	.297370
16-12	C	Third	Rear Right	946	.297370
18-1	C	First	Front Left	946	.297370
18-2	C	First	Rear Left	946	.297370
18-3	C	First	Front Right	946	.297370
18-4	C	First	Rear Right	946	.297370
18-5	C	Second	Front Left	946	.297370
18-6	C	Second	Rear Left	946	.297370
18-7	C	Second	Front Right	946	.297370
18-8	C	Second	Rear Right	946	.297370
18-9	C	Third	Front Left	946	.297370
18-10	C	Third	Rear Left	946	.297370
18-11	C	Third	Front Right	946	.297370
18-12	C	Third	Rear Right	946	.297370
20-1	C	First	Front Left	946	.297370
20-2	C	First	Rear Left	946	.297370
20-3	C	First	Front Right	946	.297370
20-4	C	First	Rear Right	946	.297370
20-5	C	Second	Front Left	946	.297370
20-6	C	Second	Rear Left	946	.297370
20-7	C	Second	Front Right	946	.297370
20-8	C	Second	Rear Right	946	.297370
20-9	C	Third	Front Left	946	.297370
20-10	C	Third	Rear Left	946	.297370
20-11	C	Third	Front Right	946	.297370
20-12	C	Third	Rear Right	946	.297370
TOTAL BLDGS. <u>16-18-20</u>				<u>34056</u>	
TOTAL BLDGS. <u>16 thru 58</u>				<u>250,008</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

EXHIBIT "B" (Page 10 of 11)

Unit No.	Unit Type	Building No. 10-12 and 14			Percentages of Common Interest
		Level	Unit Location	Unit Floor Area	
10-1	C	First	Front Left	946	.297370
10-2	C	First	Rear Left	946	.297370
10-3	C	First	Front Right	946	.297370
10-4	C	First	Rear Right	946	.297370
10-5	C	Second	Front Left	946	.297370
10-6	C	Second	Rear Left	946	.297370
10-7	C	Second	Front Right	946	.297370
10-8	C	Second	Rear Right	946	.297370
10-9	C	Third	Front Left	946	.297270
10-10	C	Third	Rear Left	946	.297270
10-11	C	Third	Front Right	946	.297370
10-12	C	Third	Rear Right	946	.297370
12-1	C	First	Front Left	946	.297370
12-2	C	First	Rear Left	946	.297370
12-3	C	First	Front Right	946	.297370
12-4	C	First	Rear Right	946	.297370
12-5	C	Second	Front Left	946	.297370
12-6	C	Second	Rear Left	946	.297370
12-7	C	Second	Front Right	946	.297370
12-8	C	Second	Rear Right	946	.297370
12-9	C	Third	Front Left	946	.297370
12-10	C	Third	Rear Left	946	.297370
12-11	C	Third	Front Right	946	.297370
12-12	C	Third	Rear Right	946	.297370
14-1	C	First	Front Left	946	.297370
14-2	C	First	Rear Left	946	.297370
14-3	C	First	Front Right	946	.297370
14-4	C	First	Rear Right	946	.297370
14-5	C	Second	Front Left	946	.297370
14-6	C	Second	Rear Left	946	.297370
14-7	C	Second	Front Right	946	.297370
14-8	C	Second	Rear Right	946	.297370
14-9	C	Third	Front Left	946	.297370
14-10	C	Third	Rear Left	946	.297370
14-11	C	Third	Front Right	946	.297370
14-12	C	Third	Rear Right	946	.297370
TOTAL BLDGS. 10-12-14				34056	
TOTAL BLDGS. 10 thru 58				284,064	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Unit No.	Unit Type	Level	Unit Location	Building No. <u>60-62 and 64</u>		Percentages of Common Interest
				Unit Floor Area		
60-1	C	First	Front Left	946		.297370
60-2	C	First	Rear Left	946		.297370
60-3	C	First	Front Right	946		.297370
60-4	C	First	Rear Right	946		.297370
60-5	C	Second	Front Left	946		.297370
60-6	C	Second	Rear Left	946		.297370
60-7	C	Second	Front Right	946		.297370
60-8	C	Second	Rear Right	946		.297370
60-9	C	Third	Front Left	946		.297370
60-10	C	Third	Rear Left	946		.297370
60-11	C	Third	Front Right	946		.297370
60-12	C	Third	Rear Right	946		.297370
62-1	C	First	Front Left	946		.297370
62-2	C	First	Rear Left	946		.297370
62-3	C	First	Front Right	946		.297370
62-4	C	First	Rear Right	946		.297370
62-5	C	Second	Front Left	946		.297370
62-6	C	Second	Rear Left	946		.297370
62-7	C	Second	Front Right	946		.297370
62-8	C	Second	Rear Right	946		.297370
62-9	C	Third	Front Left	946		.297370
62-10	C	Third	Rear Left	946		.297370
62-11	C	Third	Front Right	946		.297370
62-12	C	Third	Rear Right	946		.297370
64-1	C	First	Front Left	946		.297370
64-2	C	First	Rear Left	946		.297370
64-3	C	First	Front Right	946		.297370
64-4	C	First	Rear Right	946		.297370
64-5	C	Second	Front Left	946		.297370
64-6	C	Second	Rear Left	946		.297370
64-7	C	Second	Front Right	946		.297370
64-8	C	Second	Rear Right	946		.297370
64-9	C	Third	Front Left	946		.297370
64-10	C	Third	Rear Left	946		.297370
64-11	C	Third	Front Right	946		.297370
64-12	C	Third	Rear Right	946		.297370
TOTAL BLDGS. <u>60-62-64</u>				34056		
TOTAL BLDGS. <u>10 thru 64</u>				318,120		

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

EXHIBIT "E" (PG. 1 OF 2)

This is an Expandable Condominium Project. The project may include up to thirty-four (34) residential buildings which would enclose up to a total of four-hundred and eight (408) units.

Except for Buildings 10-64, the buildings are not built and may never be built. It is impossible to state exactly the percentage of common interest per Unit before each additional building is constructed. These estimates are based on the assumption that all additional buildings, beginning with Lot 11 shall contain only two (2) bedroom Units. Actually, the additional buildings, if any, may contain all one (1) bedroom Units or a combination of one (1) bedroom Units and two (2) bedroom Units or any other combination or number of units. Therefore, the actual percentage of common interest per Units, as each building is built, shall not be less than the percentage of common interest per Unit expressed in this Exhibit. In any event, the percentage of common interest, per Unit, shall be redistributed on an as-built basis by later amendment to the Declaration, each time the construction of another building is completed. The following figures, except for Buildings 10-64 are estimated:

<u>Building</u>	<u>Unit Type</u>	<u>Floor Area Of Each Unit</u>	<u>No. of Units</u>	<u>Total Floor Area</u>	<u>Percentage of Common Interest Per Unit</u>	
<u>Buildings 40-64 & 10-38, Lots 1-10</u>						
40-46	A	998	24	23952	.313755	4 units
40-46	B	905	24	21720	.313745	20 units
48-64 (10-38)	C	946	<u>288</u>	<u>272448</u>	.284480	
			336	318120	.297370	
<u>Buildings 40-70 & 10-38, Lots 1-11</u>						
40-46	A	998	24	23952	.28338	
40-46	B	905	24	21720	.25697	
48-70 (10-38)	C	946	<u>324</u>	<u>306504</u>	.26861	
			372	352176		
<u>Buildings 40-76 & 10-38, Lots 1-12</u>						
40-46	A	998	24	23952	.25839	
40-46	B	905	24	21720	.23431	
48-76 (10-38)	C	946	<u>360</u>	<u>340560</u>	.24493	
			408	386232		

EXHIBIT "E" (Pg. 2 of 2)

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>
	<u>Buildings</u>	<u>66-76</u>	<u>, Proposed Lots 11-12</u>	
*-01	C	First	Front Left	946
-02	C	First	Rear Left	946
-03	C	First	Front Right	946
-04	C	First	Rear Right	946
-05	C	Second	Front Left	946
-06	C	Second	Rear Left	946
-07	C	Second	Front Right	946
-08	C	Second	Rear Right	946
-09	C	Third	Front Left	946
-10	C	Third	Rear Left	946
-11	C	Third	Front Right	946
-12	C	Third	Rear Right	946
		TOTAL		11352

* First number depends on building number.

EXCEPT FOR THE BUILDINGS LISTED IN EXHIBIT B,
ALL OF THE ABOVE FIGURES AND LOCATIONS ARE ESTIMATES. THE "UNIT
LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE
FRONT OF THE BUILDING.

ACTUAL CONSTRUCTION MAY VARY SUBSTANTIALLY FOR THE BUILDINGS
THAT HAVE NOT YET BEEN CONSTRUCTED.

IF THERE IS A CONFLICT BETWEEN THIS EXHIBIT AND EXHIBIT B,
EXHIBIT B CONTROLS.

Groups: 309, 1011, 1372, 1373
and 1642-K
1642

SUPPLEMENTARY DECLARATION OF MASTER DEED

ANNEXING LOT 12 AND A .616 ACRE PARCEL

188
AUG 22
511

The Developer, namely Hills Building and Construction Services No. 1, Inc., an Ohio corporation, ~~XXXXX~~ pursuant to resolution of its Board of Directors; pursuant to the Declaration of Master Deed of Woodland Hills Condominiums, as from time to time amended and/or supplemented, of record at Misc. Book 107, page 86, of the Campbell County Clerk's records at Newport, Kentucky; and pursuant to KRS 381.910, hereby declares:

1. That the real estate described in Exhibit A attached hereto and incorporated herein by reference is hereby annexed to and made subject to the Declaration of Master Deed, of record at Misc. Book 107, page 86, as from time to time amended and/or supplemented, of Woodland Hills Condominiums.

2. That the common areas (general common elements) of the building include the building itself, the stairs and the halls. The real estate in Exhibit A, including the roads and the parking lots, is also part of the common areas.

3. That Exhibits A and B attached hereto are hereby incorporated herein by reference.

The Developer is making and signing this instrument not only on its own behalf but also as attorney in fact on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the project.

GENERAL INDEX 3RD SERIES
GROUP NO. 309-1011-1372-1373
1642-1642K
Marian Marsh
INDEX CLERK

Dated as of this 22nd day of August, 1988.

HILLS BUILDING AND CONSTRUCTION SERVICES NO. 1, INC., on its behalf and on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the project

By: Stephen Guttman Pres.
Stephen Guttman, President

COUNTY OF KENTON

STATE OF KENTUCKY

The foregoing instrument was acknowledged before me on this 22nd day of August, 1988, by Stephen Guttman, President, Hills Building and Construction Services No. 1, Inc., an Ohio corporation, on behalf of the corporation, both on its own behalf and on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Woodland Hills Condominium project.

Kary Reynolds
Notary Public
My comm. exp: 2-6-92 My juris. is: Kentucky at Large

THIS INSTRUMENT
PREPARED BY
ZIEGLER & SCHNEIDER, P.S.C.
ATTORNEYS AT LAW
200 COVINGTON MUTUAL BLDG.
629 MADISON AVE.
COVINGTON, KENTUCKY 41011
By T. J. Brandt
T. J. Brandt

rail to:

EXHIBIT A

The real estate is located in the City of Southgate, Campbell County, Kentucky, and is more particularly described as follows:

Being all of Lot 12, Woodland Hills Condominiums, as shown on Cabinet sheets 4/B and 42/A. An easement for ingress and egress between the real estate and Mook Road over Woodland Hills Drive and View Terrace also granted. This is a non-exclusive easement. The owners of the real estate benefited by the easement must maintain the surface and other improvements placed on the easement.

Subject to all easements of record or set forth elsewhere in the Master Deed of record at Misc. Book 107, page 86, as from time to time supplemented and/or amended.

Being part of the same property conveyed to the Developer herein by deed from Murray Guttman, et al, dated 12/23/86 and of record at Deed Book 500, page 207.

The Group number of the back reference is Group No. 309, 1011, 1372 and 1373. There are 3 buildings on Lot 12. Each of the buildings is described on the plat referred to in the legal description above. Each building is of brick veneer construction. Each has three levels. Each unit on the second level and each unit on the third level has a balcony. Each unit on the ground level has a patio. The total unit floor area of each building is 11,352 sq. ft. The area of the entire property in Lot 12 is approximately 1.7309 acres. The recorded floor plans of the project are incorporated herein by reference.

All references herein are to the Campbell County Clerk's records at Newport, Kentucky.

A legal description of Lot 12, a legal description of the building, the engineer's certificate and the floor plans appear at

the plat references given above.

The following described .616 acre parcel, which is platted at Deed Book 503, page 72, is also brought under the condominium regime:

Situated along the east side of Moock Road 400 feet more or less northwardly from the center line of Beverly Drive in the City of Southgate, Campbell County, Kentucky and being more particularly described as follows;

Beginning at a point in a curve in the east right of way line of Moock Road (30 feet from center line), said point being a westerly corner of Lot No. 1 of the Woodland Hills of Southgate Section No. 1, said point also being a point in the line of Parcel No. 4 and 9 of Sam and Ruth Schraeder (deed book 208, pages 146 & 148); thence leaving said right of way line and with said line of Parcels No. 4 and 9, S 39°-27'-52"E 62.42 feet to the corner of same, also a corner to said Lot No. 1; thence with Lot No. 1 and the east line of Parcel No. 9, S 29°-58'-45"W 313.50 feet to the common corner of Sam and Ruth Schraeder and Henry J. Feldman (deed book 221, page 295); thence with said line S 88°-44'-00"W 80.50 feet to a point in a curve in the east right of way of Moock Road; thence with said curve as it deflects to the right or northeast with a radius of 925.00 feet, an arc distance of 380.00 feet (being subtended by a chord bearing N 31°-33'-25"E 377.32 feet) to the place of beginning.

CONTAINING 0.616 ACRE.

Being the same property conveyed to Hills Building and Construction Services No. 1, Inc., by W. H. Builders, Inc., by deed dated 4/17/87 and of record at Deed Book 503, page 399 of the Campbell County Clerk's records at Newport, Kentucky.

No building containing condominium units is located on the .616 acre tract, but certain common areas, including recreational facilities and/or meeting facilities, may be located in whole or in part on the .616 acre parcel.

* * *

Both Lot 12 and the .616 acre parcel are subject to all reservations and easements set forth in the master deed.

EXHIBIT B

(Page 1 of 13)

Among other things, Exhibit B shows the percentage of common interest for each unit in the project. The percentage of common interest for units brought into the project before this annexation has been adjusted as shown in this Exhibit.

For the purpose of making assessments, or for any other legal purpose, the Board may reasonably round off the percentage of common interest for each unit.

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Building No. 40 and 42

<u>Un. No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentage Of Common Interest</u>
40-1	B-L	First	Front Left	905	.23431
40-2	A-L	First	Rear Left	998	.25844
40-3	B-R	First	Front Right	905	.23431
40-4	A-R	First	Rear Right	998	.25844
40-5	B-L	Second	Front Left	905	.23431
40-6	A-L	Second	Rear Left	998	.25844
40-7	B-R	Second	Front Right	905	.23431
40-8	A-R	Second	Rear Right	998	.25844
40-9	B-L	Third	Front Left	905	.23431
40-10	A-L	Third	Rear Left	998	.25840
40-11	B-R	Third	Front Right	905	.23431
40-12	A-R	Third	Rear Right	998	.25840
2-1	B-L	First	Front Left	905	.23431
2	A-L	First	Rear Left	998	.25840
2	B-R	First	Front Right	905	.23431
2-4	A-R	First	Rear Right	998	.25840
2-5	B-L	Second	Front Left	905	.23431
2-6	A-L	Second	Rear Left	998	.25840
2-7	B-R	Second	Front Right	905	.23431
2-8	A-R	Second	Rear Right	998	.25840
2-9	B-L	Third	Front Left	905	.23431
2-10	A-L	Third	Rear Left	998	.25840
2-11	B-R	Third	Front Right	905	.23431
2-12	A-R	Third	Rear Right	998	.25840
TOTAL BLDGS. <u>40-42</u>				<u>22836</u>	
TOTAL BLDGS. <u>40-42</u>				<u>22836</u>	

THERE ARE FOUR UNITS ON EACH LEVEL THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' 10" AND APPROXIMATELY 8'.

Building No. 44 and 46

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentage Of Common Interest</u>
44-1	B-L	First	Front Left	905	.23431
44-2	A-L	First	Rear Left	998	.25840
44-3	B-R	First	Front Right	905	.23431
44-4	A-R	First	Rear Right	998	.25840
44-5	B-L	Second	Front Left	905	.23431
44-6	A-L	Second	Rear Left	998	.25840
44-7	B-R	Second	Front Right	905	.23431
44-8	A-R	Second	Rear Right	998	.25840
44-9	B-L	Third	Front Left	905	.23431
44-10	A-L	Third	Rear Left	998	.25840
44-11	B-R	Third	Front Right	905	.23431
44-12	A-R	Third	Rear Right	998	.25840
6-1	B-L	First	Front Left	905	.23431
	A-L	First	Rear Left	998	.25840
5-3	B-R	First	Front Right	905	.23431
5-4	A-R	First	Rear Right	998	.25840
5-5	B-L	Second	Front Left	905	.23431
5-6	A-L	Second	Rear Left	998	.25840
5-7	B-R	Second	Front Right	905	.23431
5-8	A-R	Second	Rear Right	998	.25840
5-9	B-L	Third	Front Left	905	.23431
5-10	A-L	Third	Rear Left	998	.25840
5-11	B-R	Third	Front Right	905	.23431
5-12	A-R	Third	Rear Right	998	.25840
TOTAL BLDGS. <u>44-46</u>				<u>22836</u>	
TOTAL BLDGS. <u>40-42-44-46</u>				<u>45672</u>	

THERE ARE FOUR UNITS ON EACH LEVEL THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' 10" AND APPROXIMATELY 8'.

Building No. 48-50 and 52

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
48-1	C	First	Front Left	946	
48-2	C	First	Rear Left	946	.24493
48-3	C	First	Front Right	946	.24493
48-4	C	First	Rear Right	946	.24493
48-5	C	Second	Front Left	946	.24493
48-6	C	Second	Rear Left	946	.24493
48-7	C	Second	Front Right	946	.24493
48-8	C	Second	Rear Right	946	.24493
48-9	C	Third	Front Left	946	.24493
48-10	C	Third	Rear Left	946	.24493
48-11	C	Third	Front Right	946	.24493
48-12	C	Third	Rear Right	946	.24493
50-1	C	First	Front Left	946	
50-2	C	First	Rear Left	946	.24493
50-3	C	First	Front Right	946	.24493
50-4	C	First	Rear Right	946	.24493
50-5	C	Second	Front Left	946	.24493
50-6	C	Second	Rear Left	946	.24493
50-7	C	Second	Front Right	946	.24493
50-8	C	Second	Rear Right	946	.24493
50-9	C	Third	Front Left	946	.24493
50-10	C	Third	Rear Left	946	.24493
50-11	C	Third	Front Right	946	.24493
50-12	C	Third	Rear Right	946	.24493
52-1	C	First	Front Left	946	
52-2	C	First	Rear Left	946	.24493
52-3	C	First	Front Right	946	.24493
52-4	C	First	Rear Right	946	.24493
52-5	C	Second	Front Left	946	.24493
52-6	C	Second	Rear Left	946	.24493
52-7	C	Second	Front Right	946	.24493
52-8	C	Second	Rear Right	946	.24493
52-9	C	Third	Front Left	946	.24493
52-10	C	Third	Rear Left	946	.24493
52-11	C	Third	Front Right	946	.24493
52-12	C	Third	Rear Right	946	.24493
TOTAL BLDGS.		48-50-52		<u>34056</u>	
TOTAL BLDGS.		40-42-44-46-48-50-52		<u>79728</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 54-56 and 58

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
54-1	C	First	Front Left	946	
54-2	C	First	Rear Left	946	.24493
54-3	C	First	Front Right	946	.24493
54-4	C	First	Rear Right	946	.24493
54-5	C	Second	Front Left	946	.24493
54-6	C	Second	Rear Left	946	.24493
54-7	C	Second	Front Right	946	.24493
54-8	C	Second	Rear Right	946	.24493
54-9	C	Third	Front Left	946	.24493
54-10	C	Third	Rear Left	946	.24493
54-11	C	Third	Front Right	946	.24493
54-12	C	Third	Rear Right	946	.24493
56-1	C	First	Front Left	946	
56-2	C	First	Rear Left	946	.24493
56-3	C	First	Front Right	946	.24493
56-4	C	First	Rear Right	946	.24493
56-5	C	Second	Front Left	946	.24493
56-6	C	Second	Rear Left	946	.24493
56-7	C	Second	Front Right	946	.24493
56-8	C	Second	Rear Right	946	.24493
56-9	C	Third	Front Left	946	.24493
56-10	C	Third	Rear Left	946	.24493
56-11	C	Third	Front Right	946	.24493
56-12	C	Third	Rear Right	946	.24493
58-1	C	First	Front Left	946	
58-2	C	First	Rear Left	946	.24493
58-3	C	First	Front Right	946	.24493
58-4	C	First	Rear Right	946	.24493
58-5	C	Second	Front Left	946	.24493
58-6	C	Second	Rear Left	946	.24493
58-7	C	Second	Front Right	946	.24493
58-8	C	Second	Rear Right	946	.24493
58-9	C	Third	Front Left	946	.24493
58-10	C	Third	Rear Left	946	.24493
58-11	C	Third	Front Right	946	.24493
58-12	C	Third	Rear Right	946	.24493

TOTAL BLDGS. 54-56-58 34056

TOTAL BLDGS. 40-42-44-46-48-50-52-54-56-58 113784

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 34-36 and 38

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
34-1	C	First	Front Left	946	.24493
34-2	C	First	Rear Left	946	.24493
34-3	C	First	Front Right	946	.24493
34-4	C	First	Rear Right	946	.24493
34-5	C	Second	Front Left	946	.24493
34-6	C	Second	Rear Left	946	.24493
34-7	C	Second	Front Right	946	.24493
34-8	C	Second	Rear Right	946	.24493
34-9	C	Third	Front Left	946	.24493
34-10	C	Third	Rear Left	946	.24493
34-11	C	Third	Front Right	946	.24493
34-12	C	Third	Rear Right	946	.24493
36-1	C	First	Front Left	946	.24493
36-2	C	First	Rear Left	946	.24493
36-3	C	First	Front Right	946	.24493
36-4	C	First	Rear Right	946	.24493
36-5	C	Second	Front Left	946	.24493
36-6	C	Second	Rear Left	946	.24493
36-7	C	Second	Front Right	946	.24493
36-8	C	Second	Rear Right	946	.24493
36-9	C	Third	Front Left	946	.24493
36-10	C	Third	Rear Left	946	.24493
-11	C	Third	Front Right	946	.24493
-12	C	Third	Rear Right	946	.24493
38-1	C	First	Front Left	946	.24493
38-2	C	First	Rear Left	946	.24493
38-3	C	First	Front Right	946	.24493
38-4	C	First	Rear Right	946	.24493
38-5	C	Second	Front Left	946	.24493
38-6	C	Second	Rear Left	946	.24493
38-7	C	Second	Front Right	946	.24493
38-8	C	Second	Rear Right	946	.24493
38-9	C	Third	Front Left	946	.24493
39-10	C	Third	Rear Left	946	.24493
38-11	C	Third	Front Right	946	.24493
38-12	C	Third	Rear Right	946	.24493

TOTAL BLDGS. 34-36-38 34056TOTAL BLDGS. 40-42-44-46-48-50-52-
54-56-58-34-36-38 147.840

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 28-30 and 32

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
28-1	C	First	Front Left	946	
28-2	C	First	Rear Left	946	.24493
28-3	C	First	Front Right	946	.24493
28-4	C	First	Rear Right	946	.24493
28-5	C	Second	Front Left	946	.24493
28-6	C	Second	Rear Left	946	.24493
28-7	C	Second	Front Right	946	.24493
28-8	C	Second	Rear Right	946	.24493
28-9	C	Third	Front Left	946	.24493
28-10	C	Third	Rear Left	946	.24493
28-11	C	Third	Front Right	946	.24493
28-12	C	Third	Rear Right	946	.24493
30-1	C	First	Front Left	946	
30-2	C	First	Rear Left	946	.24493
30-3	C	First	Front Right	946	.24493
30-4	C	First	Rear Right	946	.24493
30-5	C	Second	Front Left	946	.24493
30-6	C	Second	Rear Left	946	.24493
30-7	C	Second	Front Right	946	.24493
30-8	C	Second	Rear Right	946	.24493
30-9	C	Third	Front Left	946	.24493
30-10	C	Third	Rear Left	946	.24493
-11	C	Third	Front Right	946	.24493
-12	C	Third	Rear Right	946	.24493
32-1	C	First	Front Left	946	
32-2	C	First	Rear Left	946	.24493
32-3	C	First	Front Right	946	.24493
32-4	C	First	Rear Right	946	.24493
32-5	C	Second	Front Left	946	.24493
32-6	C	Second	Rear Left	946	.24493
32-7	C	Second	Front Right	946	.24493
32-8	C	Second	Rear Right	946	.24493
32-9	C	Third	Front Left	946	.24493
32-10	C	Third	Rear Left	946	.24493
32-11	C	Third	Front Right	946	.24493
32-12	C	Third	Rear Right	946	.24493
				<u>34056</u>	
TOTAL BLDGS. <u>28-30-32</u>					
TOTAL BLDGS. <u>40-42-44-46-48-50-52-</u>				<u>181,896</u>	
<u>54-56-58-28-30-32-34-</u>					
<u>36-38</u>					

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. _____

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
22-1	C	First	Front Left	946	
22-2	C	First	Rear Left	946	.24493
22-3	C	First	Front Right	946	.24493
22-4	C	First	Rear Right	946	.24493
22-5	C	Second	Front Left	946	.24493
22-6	C	Second	Rear Left	946	.24493
22-7	C	Second	Front Right	946	.24493
22-8	C	Second	Rear Right	946	.24493
22-9	C	Third	Front Left	946	.24493
22-10	C	Third	Rear Left	946	.24493
22-11	C	Third	Front Right	946	.24493
22-12	C	Third	Rear Right	946	.24493
24-1	C	First	Front Left	946	
24-2	C	First	Rear Left	946	.24493
24-3	C	First	Front Right	946	.24493
24-4	C	First	Rear Right	946	.24493
24-5	C	Second	Front Left	946	.24493
24-6	C	Second	Rear Left	946	.24493
24-7	C	Second	Front Right	946	.24493
24-8	C	Second	Rear Right	946	.24493
24-9	C	Third	Front Left	946	.24493
24-10	C	Third	Rear Left	946	.24493
-11	C	Third	Front Right	946	.24493
-12	C	Third	Rear Right	946	.24493
26-1	C	First	Front Left	946	
26-2	C	First	Rear Left	946	.24493
26-3	C	First	Front Right	946	.24493
26-4	C	First	Rear Right	946	.24493
26-5	C	Second	Front Left	946	.24493
26-6	C	Second	Rear Left	946	.24493
26-7	C	Second	Front Right	946	.24493
26-8	C	Second	Rear Right	946	.24493
26-9	C	Third	Front Left	946	.24493
26-10	C	Third	Rear Left	946	.24493
26-11	C	Third	Front Right	946	.24493
26-12	C	Third	Rear Right	946	.24493
TOTAL BLDGS. 22-24-26				<u>34056</u>	
TOTAL BLDGS. 22 thru 58				<u>215,952</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 16-18-20

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
16-1	C	First	Front Left	946	
16-2	C	First	Rear Left	946	.24493
16-3	C	First	Front Right	946	.24493
16-4	C	First	Rear Right	946	.24493
16-5	C	Second	Front Left	946	.24493
16-6	C	Second	Rear Left	946	.24493
16-7	C	Second	Front Right	946	.24493
16-8	C	Second	Rear Right	946	.24493
16-9	C	Third	Front Left	946	.24493
16-10	C	Third	Rear Left	946	.24493
16-11	C	Third	Front Right	946	.24493
16-12	C	Third	Rear Right	946	.24493
18-1	C	First	Front Left	946	
18-2	C	First	Rear Left	946	.24493
18-3	C	First	Front Right	946	.24493
18-4	C	First	Rear Right	946	.24493
18-5	C	Second	Front Left	946	.24493
18-6	C	Second	Rear Left	946	.24493
18-7	C	Second	Front Right	946	.24493
18-8	C	Second	Rear Right	946	.24493
18-9	C	Third	Front Left	946	.24493
18-10	C	Third	Rear Left	946	.24493
-11	C	Third	Front Right	946	.24493
-12	C	Third	Rear Right	946	.24493
20-1	C	First	Front Left	946	
20-2	C	First	Rear Left	946	.24493
20-3	C	First	Front Right	946	.24493
20-4	C	First	Rear Right	946	.24493
20-5	C	Second	Front Left	946	.24493
20-6	C	Second	Rear Left	946	.24493
20-7	C	Second	Front Right	946	.24493
20-8	C	Second	Rear Right	946	.24493
20-9	C	Third	Front Left	946	.24493
20-10	C	Third	Rear Left	946	.24493
20-11	C	Third	Front Right	946	.24493
20-12	C	Third	Rear Right	946	.24493

TOTAL BLDGS. 16-18-20 34056
 TOTAL BLDGS. 16 thru 58 250,008

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 10-12-14

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interests</u>
10-1	C	First	Front Left	946	
10-2	C	First	Rear Left	946	.24493
10-3	C	First	Front Right	946	.24493
10-4	C	First	Rear Right	946	.24493
10-5	C	Second	Front Left	946	.24493
10-6	C	Second	Rear Left	946	.24493
10-7	C	Second	Front Right	946	.24493
10-8	C	Second	Rear Right	946	.24493
10-9	C	Third	Front Left	946	.24493
10-10	C	Third	Rear Left	946	.24493
10-11	C	Third	Front Right	946	.24493
10-12	C	Third	Rear Right	946	.24493
12-1	C	First	Front Left	946	
12-2	C	First	Rear Left	946	.24493
12-3	C	First	Front Right	946	.24493
12-4	C	First	Rear Right	946	.24493
12-5	C	Second	Front Left	946	.24493
12-6	C	Second	Rear Left	946	.24493
12-7	C	Second	Front Right	946	.24493
12-8	C	Second	Rear Right	946	.24493
12-9	C	Third	Front Left	946	.24493
12-10	C	Third	Rear Left	946	.24493
12-11	C	Third	Front Right	946	.24493
12-12	C	Third	Rear Right	946	.24493
14-1	C	First	Front Left	946	
14-2	C	First	Rear Left	946	.24493
14-3	C	First	Front Right	946	.24493
14-4	C	First	Rear Right	946	.24493
14-5	C	Second	Front Left	946	.24493
14-6	C	Second	Rear Left	946	.24493
14-7	C	Second	Front Right	946	.24493
14-8	C	Second	Rear Right	946	.24493
14-9	C	Third	Front Left	946	.24493
14-10	C	Third	Rear Left	946	.24493
14-11	C	Third	Front Right	946	.24493
14-12	C	Third	Rear Right	946	.24493
TOTAL BLDGS. <u>10-12-14</u>				<u>34056</u>	
TOTAL BLDGS. <u>10 thru 58</u>				<u>284,064</u>	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 60-62-64

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Interest</u>
60-1	C	First	Front Left	946	.24493
60-2	C	First	Rear Left	946	.24493
60-3	C	First	Front Right	946	.24493
60-4	C	First	Rear Right	946	.24493
60-5	C	Second	Front Left	946	.24493
60-6	C	Second	Rear Left	946	.24493
60-7	C	Second	Front Right	946	.24493
60-8	C	Second	Rear Right	946	.24493
60-9	C	Third	Front Left	946	.24493
60-10	C	Third	Rear Left	946	.24493
60-11	C	Third	Front Right	946	.24493
60-12	C	Third	Rear Right	946	.24493
62-1	C	First	Front Left	946	.24493
62-2	C	First	Rear Left	946	.24493
62-3	C	First	Front Right	946	.24493
62-4	C	First	Rear Right	946	.24493
62-5	C	Second	Front Left	946	.24493
62-6	C	Second	Rear Left	946	.24493
62-7	C	Second	Front Right	946	.24493
62-8	C	Second	Rear Right	946	.24493
62-9	C	Third	Front Left	946	.24493
62-10	C	Third	Rear Left	946	.24493
62-11	C	Third	Front Right	946	.24493
62-12	C	Third	Rear Right	946	.24493
64-1	C	First	Front Left	946	.24493
64-2	C	First	Rear Left	946	.24493
64-3	C	First	Front Right	946	.24493
64-4	C	First	Rear Right	946	.24493
64-5	C	Second	Front Left	946	.24493
64-6	C	Second	Rear Left	946	.24493
64-7	C	Second	Front Right	946	.24493
64-8	C	Second	Rear Right	946	.24493
64-9	C	Third	Front Left	946	.24493
64-10	C	Third	Rear Left	946	.24493
64-11	C	Third	Front Right	946	.24493
64-12	C	Third	Rear Right	946	.24493
TOTAL BLDGS. 60-62-64				34056	
TOTAL BLDGS. 10 Thru 65				318,120	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Unit No.	Unit Type	Level	Unit Location	Building No <u>66-68-70</u>	
				Unit Floor Area	Percentages of Common Interest
66-1	C	First	Front Left	946	.24493
66-2	C	First	Rear Left	946	.24493
66-3	C	First	Front Right	946	.24493
66-4	C	First	Rear Right	946	.24493
66-5	C	Second	Front Left	946	.24493
66-6	C	Second	Rear Left	946	.24493
66-7	C	Second	Front Right	946	.24493
66-8	C	Second	Rear Right	946	.24493
66-9	C	Third	Front Left	946	.24493
66-10	C	Third	Rear Left	946	.24493
66-11	C	Third	Front Right	946	.24493
66-12	C	Third	Rear Right	946	.24493
68-1	C	First	Front Left	946	.24493
68-2	C	First	Rear Left	946	.24493
68-3	C	First	Front Right	946	.24493
68-4	C	First	Rear Right	946	.24493
68-5	C	Second	Front Left	946	.24493
68-6	C	Second	Rear Left	946	.24493
68-7	C	Second	Front Right	946	.24493
68-8	C	Second	Rear Right	946	.24493
68-9	C	Third	Front Left	946	.24493
68-10	C	Third	Rear Left	946	.24493
68-11	C	Third	Front Right	946	.24493
68-12	C	Third	Rear Right	946	.24493
70-1	C	First	Front Left	946	.24493
70-2	C	First	Rear Left	946	.24493
70-3	C	First	Front Right	946	.24493
70-4	C	First	Rear Right	946	.24493
70-5	C	Second	Front Left	946	.24493
70-6	C	Second	Rear Left	946	.24493
70-7	C	Second	Front Right	946	.24493
70-8	C	Second	Rear Right	946	.24493
70-9	C	Third	Front Left	946	.24493
70-10	C	Third	Rear Left	946	.24493
70-11	C	Third	Front Right	946	.24493
70-12	C	Third	Rear Right	946	.24493
TOTAL BLDGS. <u>66-68-70</u>				34056	
TOTAL BLDGS. <u>10 Thru 70</u>				352,176	

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

Building No. 72-74-76

<u>Unit No.</u>	<u>Unit Type</u>	<u>Level</u>	<u>Unit Location</u>	<u>Unit Floor Area</u>	<u>Percentages of Common Inter</u>
72-1	C	First	Front Left	946	
72-2	C	First	Rear Left	946	.24493
72-3	C	First	Front Right	946	.24493
72-4	C	First	Rear Right	946	.24493
72-5	C	Second	Front Left	946	.24493
72-6	C	Second	Rear Left	946	.24493
72-7	C	Second	Front Right	946	.24493
72-8	C	Second	Rear Right	946	.24493
72-9	C	Third	Front Left	946	.24493
72-10	C	Third	Rear Left	946	.24493
72-11	C	Third	Front Right	946	.24493
72-12	C	Third	Rear Right	946	.24493
74-1	C	First	Front Left	946	
74-2	C	First	Rear Left	946	.24493
74-3	C	First	Front Right	946	.24493
74-4	C	First	Rear Right	946	.24493
74-5	C	Second	Front Left	946	.24493
74-6	C	Second	Rear Left	946	.24493
74-7	C	Second	Front Right	946	.24493
74-8	C	Second	Rear Right	946	.24493
74-9	C	Third	Front Left	946	.24493
74-10	C	Third	Rear Left	946	.24493
74-11	C	Third	Front Right	946	.24493
74-12	C	Third	Rear Right	946	.24493
76-1	C	First	Front Left	946	
76-2	C	First	Rear Left	946	.24493
76-3	C	First	Front Right	946	.24493
76-4	C	First	Rear Right	946	.24493
76-5	C	Second	Front Left	946	.24493
76-6	C	Second	Rear Left	946	.24493
76-7	C	Second	Front Right	946	.24493
76-8	C	Second	Rear Right	946	.24493
76-9	C	Third	Front Left	946	.24493
76-10	C	Third	Rear Left	946	.24493
76-11	C	Third	Front Right	946	.24493
76-12	C	Third	Rear Right	946	.24493

TOTAL BLDGS. 72-74-76 34056

TOTAL BLDGS. 10 Thru 76 386,232

THERE ARE FOUR UNITS ON EACH LEVEL: THE "UNIT LOCATION" IS GIVEN FROM THE POINT OF VIEW OF A PERSON FACING THE FRONT OF THE BUILDING. THE HEIGHT OF A UNIT VARIES BETWEEN APPROXIMATELY 7' - 10" AND APPROXIMATELY 8'.

STATE OF KENTUCKY
CAMPBELL COUNTY

I, GERALD BENSON, Clerk of the county In and for the county and state aforesaid, do hereby certify that the foregoing Instrument of writing was on

the 22ND day of AUGUST, 1988

at 2:54 P. M. lodged in my office for record whereupon the same, the foregoing and this certificate have been duly recorded.