

MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF
COLLEGE COURT CONDOMINIUMS

LOUISVILLE HOUSING SERVICES CORPORATION, a Non-Profit Kentucky Corporation, hereinafter referred to as the Developer, on the 12 day of NOVEMBER, 1987, declares this as a plan for ownership in condominium of certain property at Eighth and Kentucky, Louisville, Jefferson County, Kentucky, more particularly described as follows:

"SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF MARKED EXHIBIT A"

PROVIDED, HOWEVER, recognizing that the Developer hereby reserves the right to amend "Exhibit A" so as to add additional land to the Condominium Property Regime.

In order to create a Condominium Project consisting of the property described above and improvements thereon (the "Project"), to be known as COLLEGE COURT CONDOMINIUMS, a Condominium Regime, the Developer hereby submits this property and all the Developer's interest therein to a condominium property regime established under the Kentucky Condominium Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). In furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Declaration constitute covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Project.

A. Division of Property. The Project is hereby divided into the following separate and freehold estates:

1. Units. The Regime is hereby divided into one hundred (100) one-floor and two-floor units separately designated and described freehold estates consisting of the space within the perimeter walls of each of the one hundred (100) units (referred to in the instrument as "units" or condominium units"). Fifty-six (56) of these units are shown or designated on Plans recorded in the office of the County Court Clerk of Jefferson County, Kentucky in Apartment Ownership Book 39, Pages 16 through 21, which Plans are incorporated in this instrument by reference. The aforesaid Plans are to be amended from time to time as the remaining units are completed, which plans and amended plans are incorporated in this Declaration by reference, the Developer reserving the exclusive right herein to so amend this instrument and said plans from time to time without necessity of any Unit owner or other interest holder joining in the amendments.

The Developer further reserves the same right to alter the contemplated square footage of uncompleted units.

(a) There are fifty-six (56) units located in six (6) apartment buildings. The units are designated with numbers and are more fully identified and surveyed on the aforesaid Plans. They are identified and described by square footage as follows:

"SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF"

(b) The respective units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each unit, or any pipes, wires, conduits or other utility lines running through each unit which are utilized for or serve more than one unit, the same being the common elements as hereinafter provided. Each unit shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and all built-in appliances.

2. Common Elements. A freehold estate consisting of all remaining portions of the Project shall be hereafter referred to as "common elements". This term includes the building, the land on which it is located, and all elements mentioned in said Condominium Property Law which are actually constructed in the Project. This includes, but is not limited to:

(a) The land in fee simple;

(b) All foundations, columns, girders, beams, supports, bearing walls, roofs, entrys, stairways, corridors, entrances and exits of the building, and the common basement space, and fire place flues.

(c) All ducts, pipes, electrical equipment, wiring and other central and appurtenant installations for services, including installations for power, light, hot water, refuse disposal and telephone service (not including items under subsection 4).

(d) Furnaces. There are separate furnaces for each unit served by separate gas lines. Operation, maintenance and replacement of furnaces shall be at the expense of each unit owner.

3. Limited Common Elements. Certain parts of the common elements designated as "limited common elements" are hereby set aside and reserved for the exclusive use of certain units and such units shall have appurtenant thereto an exclusive easement for the use of the applicable limited common elements. The limited common elements so set aside and reserved are those customarily and rationally for limited common use for less than all of the units.

4. Cooling Units and Hot Water Heaters. Unit ownership shall include the ducts and pipes leading from said items to the unit to be serviced, which ducts and pipes are not a part of the common elements under Section 2(c) hereof. There is a separate cooling unit and hot water heater for each individual unit. Each unit owner shall bear the cost of operation, maintenance and replacement of the cooling unit and hot water heater, pertaining to such unit.

B. Common Interest. Each unit shall have appurtenant thereto an undivided percentage of common interest in the common elements as set out below; shall have the same percentage share in all common profits and common expenses of the Project; and shall have this percentage interest for all other purposes including voting. The undivided percentage of common interest for each of the one hundred (100) units shall be as follows:

"SEE EXHIBIT C ATTACHED HERETO AND MADE A PART HEREOF"

PROVIDED, HOWEVER, recognizing that the total number of units are not included at this time and the exact square footage of unbuilt units also is not known, Developer hereby reserves the right to amend "Exhibit C" from time to time to show reallocation of the percentage of common interest when "as built" plans are recorded on future units in compliance with the condominium law of Kentucky, adjusting the percentage of common interest of all units so that each unit's percentage is based on its square footage as relates to the square footage of all units.

C. Easements. The units and common elements shall have and be subject to the following easements:

1. An easement for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through any unit, which facilities are utilized for or serve more than one unit, said facilities being a part of the common elements.

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

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

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

5. An easement in favor of the Council of Co-owners and its agents, to enter any unit and any limited common element from time to time during reasonable hours, as may be necessary for the operation of the Project or, in the event of emergency, for necessary action to prevent damage to any part of the Project. This easement shall include the right of entry to enforce the rules and regulations of the Council.

6. Easements of record affecting the Project property.

D. Alteration and Transfer of Interest. The common elements and easements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of the unit owner affected (except where such authority is retained herein by the Developer), expressed in a recorded amendment to this Declaration. The Common elements 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 elements or easements are not expressly mentioned or described in the conveyance or other instrument.

E. Partition. The common elements including limited common elements shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Condominium Property Law of Kentucky.

F. Restrictions. The units and the common elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. The unit shall be used only for residential purposes and shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Council of Co-owners, or any Project rules which may be adopted from time to time by the Council of Co-owners as to the use and appearance of the units and the limited and general common elements. For copy of Bylaws, see Exhibit D, made a part hereof.

2. Violation of this Declaration, the Bylaws or any rules of the Project properly adopted by the Council of Co-owners, may be remedied by the Council, or its agent, by legal action for damages, injunctive relief, restraining order, or specific performance.

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

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

H. Administration of the Project. Administration of the Project, including the use, maintenance, repair, replacement and restoration of the common elements, and additions and alterations of them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the Bylaws of the Council, and all Project Rules adopted by the Council. Specifically, but without limitation, the Council shall:

1. Make, build, maintain, and repair all improvements in the common elements which may be required by law to be made, built, maintained and repaired upon, adjoining, in connection with, or for the use of any part of the Project.

2. Keep all general common elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Project.

3. Well and substantially repair, maintain and keep all common elements of the Project in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Project and the establishment street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and make good all defects in the common elements of the Project required in this instrument to be repaired by the Council.

4. Except as may be provided herein, in the Bylaws and Project Rules, keep all limited common elements in a clean and sanitary condition and well and substantially repair, maintain and keep them in good order and condition.

5. Observe any setback lines affecting the Project as shown on the Plans herein mentioned.

6. Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

7. To annually determine the estimated common expenses of the Project for the forthcoming calendar year, and, having so determined, to make and collect the monthly assessments from each unit owner based on his percentage of common interest. Where no such determination is formally made by any year, the calculations and assessments for the previous year shall remain in effect until a new budget and assessment is enacted.

I. Common Expenses. All charges, costs and expenses incurred by the Council for or in connection with the administration of the Project; maintenance, repair, replacement and restoration of the common elements; any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the common elements; any accident or fire on the common elements or any nuisance thereof; all premiums for hazard, liability and other types of insurance with respect to the Project; and legal, accounting, management and other services shall constitute common expenses of the Project, of which the unit owners shall be severally liable for their respective proportionate shares. Services may be withheld to enforce payment if 90 days in arrears.

J. Waiver of Use of Common Elements. No unit owner may except himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. Any one not current may be withheld heat and water.

K. Unpaid Common Expenses Constitute Lien. All sums assessed for common expenses shall constitute a lien on the units, prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such units and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council, its Administrator or Agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that thirty days' written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. The Council shall have the power to bid on such unit at judicial sale and to acquire, hold, lease, mortgage and convey such unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

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

M. Insurance. The Board of Administration 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 (hereinafter referred to as "master policy"), with respect to the Property and the Council's administration thereof in accordance with the following provisions.

1. The master policy shall be purchased by the Council for the benefit of the Council, the unit owners and their mortgagees as their interests may appear, subject to the provisions of this Declaration and the Bylaws (and provisions shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the unit owners). The unit owners shall obtain insurance coverage at their own expense upon their unit interiors and personal property, and in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such unit owner's unit, or in another unit in the Project or upon the common elements resulting from the negligence of the insured unit owner, in such amounts as shall from time to time be determined by the Council of Co-owners. The Council and the unit owners shall use their best efforts to see that all property and liability insurance carried by a unit owner or by the Council shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the unit owners or the Council and the respective employees, agents and guests of the unit owners or the Council as the case may be.

2. All buildings, improvements, personal property and other common elements of the Project shall be insured against fire and other perils covered by a standard fire and extended coverage policy, in an amount equal to the maximum insurable replacement value thereof, or at least ninety percent 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. The Council shall use its best efforts to see that the liability insurance carried by it shall 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.

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

4. Proceeds of all insurance policies owned by the Council shall be received by it, as Trustee for itself, the unit owners and their mortgagees as their interests may appear, provided, however, whenever repair or reconstruction of the Project shall be required as provided herein or in the Bylaws, the proceeds of any insurance received by the Council as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

5. 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. 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 proceeds and to distribute the same to the Council, the unit owners and their respective mortgagees as their interest 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. 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 occurrences therein not caused by or connected with the Council's operation, maintenance or use of the Project.

N. Reconstruction. Where casualty, destruction, partial or total, occurs, arising from events covered by insurance or not, the determination as to reconstruction shall be governed by the Kentucky Condominium Property Law, more particularly Section 381.890 of the Kentucky Revised Statutes, as may be amended or supplemented from time to time.

O. Alteration of Project. Restoration or replacement of the Project (unless resulting from casualty destruction), or construction of any additional buildings (other than those initially contemplated in the Project), or substantial structural alteration or addition to any building, different in any material respect to the condominium plans of the project, shall be undertaken by the Council or any unit owners only after unanimous approval of it, by all who shall have the authority to amend this Declaration, with written consent of the holders of all liens affecting any of the units. Promptly, upon completion of such restoration, alteration or replacement, the Council shall duly record the amendment with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or engineer.

P. Maintenance Reserve Fund. The Council of Co-owners shall establish and maintain a Maintenance Reserve Fund, made up from the assessment by the Council of all unit owners, payable in monthly installments, according to the unit owner's respective percentage of interest, which the Council may annually estimate as adequate to cover the common expenses. The proportionate interest of each unit owner in said Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such unit even though not mentioned or described in the conveyance thereof. In case the Condominium Property Regime herein created shall be terminated or waived, any part of said Fund remaining after full payment of common expenses of the Council and expenses of termination shall be distributed to all unit owners in accordance with their percentage of common interest.

Q. Voting and Voting Percentages. The terms "majority" or "majority of unit owners" used herein or in the Bylaws shall mean the owners of the units to which are appurtenant more than fifty percent of the percentage of common interest. Any specified percentage of unit owners means the owners of units to which are appurtenant such percentage of the common interest. Where a unit is jointly owned by one or more persons, the vote for that unit may be cast by one of the joint owners. Where the joint owners of one unit cannot agree on a vote, the vote applicable to that unit shall be divided pursuant to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

1. Amendment of Declaration. Except as otherwise provided herein, or in said Condominium Property Law, this Declaration may be amended by signatures of the unit owners, effective only upon recording of the signed instrument setting forth the amendment.

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

S. Recognition of Leases. The Developer recognizes existing leases on the units within the Condominium Property Regime and the provisions contained herein and in the Bylaws are subject to the rights of the tenants under existing leases.

T. Interim Control. The above notwithstanding, the administration of the Regime, including the adoption and amendment of bylaws, adoption of Regime rules, assessment of Common Expense, and all other matters relating to the governing of the Regime, shall be vested in the Developer until 67 of the units of the Regime have been sold, or until the Developer elects to surrender this power to the unit owners. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the Developer upon acceptance of a deed to a unit), all Unit owners agreeing to such administration by the Developer in acceptance unit conveyances.

WITNESS the signatures of Developer, this the date first above written.

LOUISVILLE HOUSING SERVICES CORPORATION, a Non-Profit Kentucky Corporation

BY: Richard J. Deven
EXECUTIVE DIRECTOR

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Instrument was acknowledged before me this 12 day of November, 1987, by Andrea S. Duncan as Sec/Treas of LOUISVILLE HOUSING SERVICES CORPORATION, a Non-Profit Kentucky Corporation, on behalf of said corporation.

Henry B Mann
Notary Public, Jefferson County, Kentucky

My commission expires May 7 1990.

PREPARED BY:

H. Douglas Mann
H. DOUGLAS MANN, ATTORNEY
215 S. Fifth Street
Louisville, KY 40202

EXHIBIT "A"

BEING TRACT 1, as shown on the Plat of The City of Louisville Municipal Housing Commission dated September 10, 1987, of record in Deed Book 5727, Page 514, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

107397
11-12-87
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BEING the same property acquired by Louisville Housing Services Corporation, a Non-Profit Kentucky Corporation, by deed dated November __, 1987, of record in Deed Book 5727, Page 514, in the office aforesaid.

107397
11-12-87

RECORDED
ON
NOV 16 1987
514

RECORDED
ON
NOV 12 1987
107397

EXHIBIT "B"

COLLEGE COURT SQUARE FOOTAGES

BLDG. G UNIT	G-1	752.62	BLDG H UNIT	H-1	758.49
	G-2	857.91		H-2	895.08
	G-3	612.86		H-3	636.77
	G-4	720.57		H-4	708.67
	G-5	757.31		H-5	901.32
	G-6	907.36		H-6	769.15
	G-7	613.95		H-7	623.87
	G-8	699.53		H-8	704.67
	G-9	884.82		H-9	893.37
	G-10	720.74		H-10	718.38
	G-11	744.41		H-11	751.10
	<u>G-12</u>	<u>582.33</u>		<u>H-12</u>	<u>584.47</u>
		8854.41			8745.34
BLDG. I UNIT	I-1	596.35	BLDG. J UNIT	J-1	598.31
	I-2	767.46		J-2	780.78
	I-3	920.12		J-3	909.12
	<u>I-4</u>	<u>597.33</u>		<u>J-4</u>	<u>597.82</u>
		2881.26			2886.03
BLDG. K UNIT	K-1	767.94	BLDG. L UNIT	L-1	765.47
	K-2	883.53		L-2	891.20
	K-3	619.39		L-3	564.58
	K-4	721.74		L-4	705.07
	K-5	918.75		L-5	774.86
	K-6	755.21		L-6	905.32
	K-7	664.84		L-7	616.62
	K-8	733.47		L-8	707.82
	K-9	883.65		L-9	893.10
	K-10	709.64		L-10	723.02
	K-11	749.99		L-11	748.33
	<u>K-12</u>	<u>586.87</u>		<u>L-12</u>	<u>585.24</u>
		8995.02			8680.63

EXHIBIT "C"PERCENTAGE OF COMMON INTEREST

COLLEGE COURT PERCENTILES

BLDG. G UNIT	G-1	1.82%	BLDG H UNIT	H-1	1.83%
	G-2	2.07%		H-2	2.16%
	G-3	1.48%		H-3	1.54%
	G-4	1.74%		H-4	1.71%
	G-5	1.83%		H-5	2.17%
	G-6	2.19%		H-6	1.86%
	G-7	1.48%		H-7	1.50%
	G-8	1.69%		H-8	1.70%
	G-9	2.13%		H-9	2.16%
	G-10	1.74%		H-10	1.73%
	G-11	1.80%		H-11	1.81%
	<u>G-12</u>	<u>1.41%</u>		<u>H-12</u>	<u>1.41%</u>
		21.38%			21.58%
BLDG. I UNIT	I-1	1.44%	BLDG. J UNIT	J-1	1.44%
	I-2	1.85%		J-2	1.88%
	I-3	2.22%		J-3	2.20%
	<u>I-4</u>	<u>1.44%</u>		<u>J-4</u>	<u>1.44%</u>
		6.95%			6.96%
BLDG. K UNIT	K-1	1.85%	BLDG. L UNIT	L-1	1.85%
	K-2	2.13%		L-2	2.15%
	K-3	1.49%		L-3	1.36%
	K-4	1.74%		L-4	1.70%
	K-5	2.22%		L-5	1.87%
	K-6	1.82%		L-6	2.19%
	K-7	1.61%		L-7	1.49%
	K-8	1.77%		L-8	1.71%
	K-9	2.13%		L-9	2.15%
	K-10	1.71%		L-10	1.74%
	K-11	1.81%		L-11	1.81%
	<u>K-12</u>	<u>1.42%</u>		<u>L-12</u>	<u>1.41%</u>
		21.70%			21.43%