

MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF

DORSEY STATION CONDOMINIUMS

WES LOGSDON INCORPORATED, a Kentucky corporation, (the "Developer") declares this as its plan for ownership in condominium of certain property on the north side of Shelbyville Road (U.S. 60), at its intersection with Dorsey Lane, in Jefferson County, Kentucky, more particularly described on "Exhibit A" attached and made a part of this Master Deed and Declaration (the "Declaration").

W I T N E S S E T H:

The Developer submits the property described on Exhibit A and improvements thereon to a condominium property regime (the "Regime") under the Condominium Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). The Regime shall be known as "DORSEY STATION CONDOMINIUMS." The Developer makes the following declarations regarding divisions, limitations, expansions, restrictions, reservations, easements, covenants and conditions, hereby declaring that the property described on Exhibit A 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, lessees and mortgagees of any part of the Regime.

UNIT 1A-3, B1A3 1A
SEE DEED OF RELEASE
RECORDED IN

BOOK 5446 Page 521
8-28-84

UNIT 1A-3 B1A3 1A
SEE DEED OF RELEASE
RECORDED IN

BOOK 5446 Page 517
8-28-84

UNIT 1A-5 + UNIT 1A-3 B1A3 1A

SEE DEED OF RELEASE
RECORDED IN

BOOK 5446 Page 519
8-28-84

BOOK 5291 PAGE 309

A. Definitions. Certain terms as used in this Declaration shall be defined as follows:

1. "Council of Co-owners" or "Council" means all of the Unit owners acting as a group in accordance with this Declaration, any amendments thereto, the bylaws and any other governing documents.

2. "Common Elements" means:

- (a) The land in fee simple;
- (b) The foundations, main walls, roofs, stairways, entrances, exits and communication ways;
- (c) The grounds, landscaping, roadways, parking areas and walkways;
- (d) The installations for central services; and
- (e) All other devices or installations existing for common use, and all other elements of the buildings rationally of common use or necessary to their existence, upkeep and safety.

3. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or number of Units to the exclusion of other Units including but not exclusively:

- (a) Interior unfinished surfaces of each Unit's perimeter walls, ceilings and floors and space between floors;
- (b) Entrances and exits to the Unit;
- (c) Chimneys, except that portion, if any, totally inside a Unit;
- (d) Attic areas immediately above Units;

- (e) Utility service facilities serving a Unit or several Units;
- (f) Door and window frames for each Unit;
- (g) Porches, patios, balconies and decks indicated on plans recorded or to be recorded under Section B of this Declaration;
- (h) Two automobile parking spaces per Unit in the paved parking areas, which may be designated by the Developer or the Board of Administration under subsection 8 of Section D of this Declaration;
- (i) Enclosed storage areas indicated on plans recorded or to be recorded under Section B of this Declaration; and
- (j) Parking areas, garages and carports designated for the exclusive use of a unit owner in accordance with the provisions of Section D.8 of this Declaration.

4. "Unit or "Condominium Unit" means the enclosed space consisting of a townhouse or flat occupying one or more floors in a building (excluding the space between floors within the Unit), having direct access to the Common Elements. The location and extent of each Unit are as shown on the plans of the Regime recorded with this Declaration or which may be recorded under Section W of this Declaration. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone lines, window panes, garbage disposer, doors (including storm and screen doors) and windows, and other equipment located

within or connected to a Unit for the sole purpose of serving that Unit exclusively, are a part of the Unit; the maintenance, repair and replacement of same being the responsibility of the Unit owner, except to the extent that the master policy carried by the Council covers repair or replacement.

5. "Common Expenses" means and includes all charges, costs and expenses incurred by the Council for and in connection with the administration and operation of the Regime, including, without limitation thereof: maintenance, repair, replacement and restoration (to the extent not covered by insurance) 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 and their use; all premiums for hazard, liability and other insurance with respect to the Regime; all liabilities incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal and managerial expenses. Also, "Common Expenses" shall include the cost of operation, maintenance, improvement and replacement of any recreational facilities and equipment, and shall include amounts incurred in replacing, or substantially repairing, major capital improvements of the Regime, including, but not limited to, roof replacement and road, driveway and parking lot resurfacing. All of the above shall constitute Common Expenses of the Regime for which the Unit owners shall be severally liable

monthly or quarterly (as determined by the Board of Administration), for their respective proportionate shares in accordance with their percentage of common interest. The Regime's Common Expense budget shall include a reserve for capital expenditures.

B. Description of Units. The Regime is hereby divided into 65 Units, with the owners of each Unit having a common right to share with the other Co-owners in the Common Elements of the Regime in accordance with each Unit's percentage of common interest, representing the square footage of the Unit in relation to the total square footage of all 65 Units of the Regime. Plans of the Regime have been recorded in the office of the County Clerk of Jefferson County, Kentucky in Condominium Ownership Book 28, pages 40 through 45, inclusive, File No. 319, simultaneously with this Declaration and show the 65 Units to be contained in nine separate buildings and the completed Units and Common Elements as built.

C. Common Interest. Each Unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and Common Expenses of the Regime; and shall have this percentage interest for all other purposes including voting. The undivided percentage of common interest for each Unit is shown on "Exhibit C" attached and made a part of this Declaration, which percentages may be altered but only in

accordance with the provisions of this Declaration, including Section W.

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

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

2. An easement exists 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, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any building of this Regime shall be partially or totally destroyed and then rebuilt, minor encroachments on any parts of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.

4. An easement exists for ingress, egress and maintenance in favor of any public utility providing utility service to the Regime and the Units.

5. An easement exists in favor of the Council of Co-owners, exercisable by the Board of Administration and its agents, to enter any Unit and any Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime (including the right to inspect Common Elements), or in the event of emergency, for necessary action to prevent damage to any part of the Regime.

6. Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter affecting the Common Elements.

7. Developer reserves non-exclusive access easements, utility easements and rights of way in and over the Common Elements for the benefit of the Developer, its successors and assigns, including future owners, lessees, occupants and licensees of the property described on Exhibit B (the "Tract B Property"). The access easements may be used for vehicular and pedestrian ingress and egress to and from the Tract B Property and the public rights of way abutting the Regime. The utility easements may be used by utility companies serving the Tract B Property in the event existing utility easements are not adequate. The Developer, its successors and assigns, shall share in the cost of maintenance, repair and replacement of the existing paved rights of way. The Council of Co-owners is charged with responsibility of

such maintenance, repair and restoration but shall be entitled to reimbursement from the owner or owners of the Tract B Property, said reimbursement to be based upon the number of living units on the Tract B Property having vehicular access to the right of way as said number relates to the 65 Units in the Regime. In the event all of the Tract B Property is included in the Regime by Amendment of this Declaration, as contemplated and described in Section W of this Declaration, the easements and rights of way reserved in this paragraph 7 shall lapse as being unnecessary since such will become a part of the Common Elements for all the Units situated on both properties. Otherwise, the easements and rights of way reserved in this paragraph 7 shall be perpetual.

8. (a) Except as otherwise set forth herein, all parking area or other paved portion of the Regime designated for parking purposes shall be part of the Common Elements and not part of any individual Unit.

(b) The Developer reserves the right, until sale and conveyance of all Units, to grant to any Unit owner, and to no other person, the exclusive use of no more than two designated parking spaces, which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit even though not expressly mentioned in documents passing title to the Unit. The Developer shall, in the event of exercise of the reserved right, file with the records of the Board of Administration, the name of the Unit owner to whom the

Developer has granted the exclusive use of a parking space or spaces, which record shall be conclusive upon the Board of Administration and all Unit owners as to the rights of the Unit owner designated in such instrument. The Board of Administration shall also have the right to grant to any Unit owner, and to no other person, the exclusive use and possession of a parking space or spaces in any portion of the Common Elements designated for parking purposes, which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit even though not expressly mentioned in the documents passing title to the Unit.

(c) The Developer reserves the right, until the sale and conveyance of all Units, to construct or permit the construction of carports and garages in the parking areas and to grant to any Unit owner, and to no other person, the exclusive use of such garage or carport, which garage or carport and the exclusive use thereof shall be deemed to be appurtenant to and pass with the title to the Unit even though not expressly mentioned in documents passing title to the Unit. The Developer shall, in the event of exercise of the reserved right, file with the records of the Board of Administration, the name of the Unit owner to whom the Developer has granted the exclusive use of a garage or carport, which record shall be conclusive upon the Board of Administration

and all Unit owners as to the rights of the Unit Owner designated in such instrument. The Board of Administration shall also have the right to construct or permit the construction of carports and garages in the parking areas and to grant to any Unit owner, and to no other person, the exclusive use of such garage or carport and the exclusive use thereof shall be deemed to be appurtenant to and pass with title to the Unit even though not expressly mentioned in documents passing title to the Unit.

(d) A Unit owner's use and possession of parking spaces, garages and carports shall be subject to such reasonable rules and regulations as the Board of Administration determines and, in addition, shall be subject to the payment of such additional Common Expense as may be assessed by the Board of Administration.

(e) Any Unit owner may sell or otherwise transfer the right to the exclusive use and possession of a parking space, garage or carport to another Unit owner by filing with the Board of Administration a written instrument designating the name of the Unit owner to whom such right has been sold or otherwise transferred.

E. Alteration and Transfer of Interests. The Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Board of Administration and the Unit owner

affected, except where such authority is retained herein by the Developer. 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 the Unit even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument. Nothing in this Section shall prevent the Developer or the Board of Administration from subsequently designating (and allowing the construction of) attached porches, patios (with enclosure fences) and balconies, as Limited Common Elements.

F. Partition. The 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.

G. 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 single-family residential purposes, shall not be subdivided, 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 rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units and the Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to

use unsold Units as models or sales offices, but use of a unit as a sales office shall cease 24 months after 90% of the units have been sold by developer.

2. Any Unit lease shall be in writing and shall be subject to this Declaration, as may be amended, and to the Bylaws and rules, as amended from time to time.

3. Garages, if any, shall be used solely for parking of vehicles and storage of household items. No Unit owner shall use or permit the use of a garage for recreational, business or any other purpose except as provided herein.

4. Violation of this Declaration, the Bylaws or any rules adopted by the Board of Administration, may be remedied by the Board, or its agent, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. A Unit owner in accepting ownership of a Unit agrees to become subject to this enforcement in the event of violation. No waiver of any violation of this Declaration shall be implied from any omission by the Developer, the Board or a Unit owner to take any action with respect to such violation.

H. Council of Co-owners. The administration of the Regime shall be vested in a Council of Co-owners consisting of

all the Unit owners of the Regime. The owner of any Unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Council shall automatically cease. The administration of the Regime, including the adoption and amendment of Bylaws, adoption of rules, assessment of Common Expenses and all other matters relating to the administration of the Regime, is vested in the Developer until (i) 120 days from the date ninety percent of all Units of the Regime (as may be expanded pursuant to Section W of this Declaration) have been conveyed, or (ii) until the Developer elects to surrender this power to the Unit owners, or (iii) until December 31, 1990, whichever first occurs. 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 to operate and administer the Regime during this time, which proxy each Unit owner automatically grants upon acceptance of a deed to a Unit. All Unit owners, by acceptance of a deed to a Unit, agree to this administration of the Regime by the Developer.

I. Administration of the Regime. Administration of the Regime, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provi-

sions of the Kentucky Condominium Property Law, this Declaration, the Bylaws of the Council, and all rules adopted by the Board of Administration. Specifically (but not exclusively), effective upon completion of all Units, the Council shall:

1. Maintain, repair and replace all improvements in the Common Elements which may be required by law to be maintained, repaired and replaced upon, adjoining, in connection with, or for the use of any part of the Regime.

2. Keep all 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 Regime.

3. Well and substantially repair, maintain and keep all Common Elements of the Regime in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Regime and the established 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 Regime required in this instrument to be repaired by the Council.

4. Except as may be provided herein, in the Bylaws and Regime 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 Regime as shown on the plans herein mentioned.

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

7. Regulate the use of the Common Elements and Limited Common Elements.

J. Board of Administration. Administration of the Regime shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section H) 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 professional managing agent or administrator employed for that purpose by the Board so long as such contract does not exceed three years in duration and is cancellable by the Board upon ninety days prior written notice. It shall be the duty of the Board to determine annually, subject to the approval of the Council, the estimated Common Expenses of the Regime for the succeeding twelve months, and, having so determined, to make and collect the assessment monthly or quarterly from each Unit owner. Each Unit owner shall contribute in accordance with his percentage of common interest. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect until such oversight is corrected.

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quent Unit owner, prior to [redacted] liens except (1) liens
for taxes and assessments lawfully imposed by governmental
authorities against such Units and (2) the lien of a first
mortgage. In the event a Unit owner shall fail to pay the
proportionate share of Common Expenses for a period of ten
days following the date which the same become due, the
Board may assess a "late charge" of ten percent of the [redacted]
amount and if such share remains unpaid for a period of
thirty days following the due date, together with any late
charge [redacted]
[redacted] of Common [redacted] the next
[redacted] [redacted] immediately due and
payable, without further [redacted] to
collect the same. The Lien for unpaid Common Expenses may be
enforced by suit by the Council or the Board, the Board's
Administrator or agent, acting on behalf of the Council, in
like manner as a mortgage of real property, provided that
thirty days' prior written notice of intent to sue to enforce
the lien shall be mailed, postage prepaid to all persons

B. No Unit owner may
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liens except (1) liens

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like manner as a mortgage of real property, provided that

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the lien shall be mailed, postage prepaid to all persons

having an interest in such Unit (including any mortgagees) as shown on the Council's record of ownership. The Council shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; 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 right to enforce the lien securing same. Without in any manner limiting its rights aforesaid, the Council or the Board, the Board's Administrator or agent, acting on behalf of the Council, may also file a lien for unpaid Common Expenses in the manner provided by the laws of the Commonwealth of Kentucky for mechanics, materialmen or laborers.

M. Acquisition at Judicial Sale. Where the mortgagee of a first mortgage of record or other purchaser of any Unit acquires ownership of such Unit as a result of the judicial enforcement of the mortgage or deed in lien of the mortgage, such Unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the judicial sale.

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief insurance and liability insurance, in a minimum amount of \$500,000 for each occurrence, and if

required by law, workers' compensation insurance (referred to in this Declaration as "master policy"), with respect to the Régime and the Council's administration thereof in accordance with the following provisions:

1. The master policy shall be purchased by the Board 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 be responsible for obtaining fire and extended insurance coverage at their own expense upon their Unit interiors and equipment and personal property and, in addition, shall be responsible for obtaining comprehensive personal liability insurance covering liability for injury to person or damage to property of others within such Unit owner's Unit, or in another Unit in the Régime or upon the Common Elements resulting from the negligence of the insured Unit owner, in such amounts as may from time to time be determined by the Board of Administration, but in no case less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence. The Board 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

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The Insurance Company

BOOK 5291 PAGE 326

against the Unit owners or the Council and the respective employees, and agents of the Unit owners or the Council as the case may be.

2. All buildings, improvements, personal property and other Common Elements of the Regime shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, or at least eighty percent (80%) thereof, as determined from time to time by the Board. The Council, acting through the Board, 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.

3. The Board shall use its best efforts to see that the liability insurance carried by the Council shall contain cross-liability endorsements or appropriate provisions to cover liability of the Unit owners, individually and as a group (arising solely because of their ownership interests in the Common Elements), to another Unit owner.

4. The Board is authorized to ~~procure~~ ~~arrange~~ and ~~omission~~ ~~insurance~~ ~~providing~~ ~~its~~ ~~members~~ ~~from~~ ~~individual~~ liability arising out of their Board activities and to procure fidelity bond coverage for persons or entities handling Council funds.

BOOK 5291 PAGE 326

5. All premiums upon insurance purchased by the Council shall be Common Expenses.

6. Proceeds of all insurance policies owned by the Council shall be received by the Board 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 Board because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by Section O of this Declaration.

7. Each Unit owner shall be deemed to appoint the Board 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 Board as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, 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 Regime as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters. The Board 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 Regime.

O. Reconstruction. Where casualty destruction, partial or total, of one or more buildings 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.

P. Alteration of Regime. Restoration or replacement of the Regime (unless resulting from casualty destruction), or construction of any additional buildings (other than those initially contemplated in the Regime), or material alterations or additions to any building of the Regime, shall be undertaken by the Council or any Co-owners only after unanimous approval by the Board of Administration, who shall have the authority to amend this Declaration, with written consent of the holders of all liens on units affected and in accordance with the complete plans and specifications approved in writing by the Board. Promptly upon completion of such restoration, alteration or replacement, the Board of Administration shall duly record the amendment with a complete set of floor plans of the Units of the Regime as so altered, certified as built by a registered architect or engineer.

Q. Maintenance Fund. The Board shall establish and pay into a Maintenance Fund all Common Expense collections from the Unit owners, assessed for and attributable to current expenses and shall pay from the Maintenance Fund all current Common Expenses of the Regime.

R. Capital Replacement Fund. The Board of Administration shall establish a Capital Replacement Fund and pay into same from month to month that portion of Common Expense collections from the Unit owners, attributable to the Common Expense budget item for capital replacement reserves. For example, if ten percent of the Common Expense budget for that particular year is assigned to capital replacement reserves, ten percent of Common Expense collections shall be paid over to the Capital Replacement Fund. Disbursements from this Fund, other than for investment as hereinafter authorized, shall be made only for replacing, or substantially repairing, major capital improvements of the Regime, or for repayment of indebtedness incurred under Section T of this Declaration, approved by the Board. Fund balances available for investment may be invested by the Board in interest-bearing securities and/or savings accounts, so long as such investment is issued by an instrumentality of the United States or insured under a program secured by the full faith and credit of the United States.

S. Additional Common Expense Provisions. In addition to the other provisions of this instrument relating to the Regime's Common Expenses, the following requirements and limitations are applicable:

1. The proportionate interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned, but are deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

2. In the event the Regime herein created shall be terminated or waived, any part of said Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners in their respective proportionate shares.

3. The Developer shall be responsible for the maintenance cost of the Regime, incurred over and above amounts payable to the Maintenance Fund by the Unit owners, until the Developer transfers control of the Regime as above provided (when ninety percent of the Units have been sold, when the Developer so elects, or December 31, 1990, whichever first occurs). Thereafter, the Developer shall be liable for assessment for Common Expenses on Units owned by the Developer, if and when occupied.

T. Incurrence and Retirement of Indebtedness. The Council of Co-owners, acting by unanimous vote of the Board, may borrow money from time to time for the following purposes:

1. To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within six months from anticipated Common Expense income not needed for ongoing operations.

2. To pay costs of reconstruction, major repair, replacement or alteration of the common elements incurred under Section O (to the extent not covered by insurance proceeds) and Section P of this Declaration. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Council, acting through the Board, may pledge, as security thereon, its rights to receive that part of the monthly Common Expense income that is necessary to amortize the payoff of the loan.

U. Voting and Voting Percentages. The term "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.

V. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

1. In the event of the taking of an entire Unit by eminent domain, the Unit owner and the Unit owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, the Unit owner, the Unit owner's mortgagee(s) and other interest holder shall be divested of all interest in the Regime. In the event that any condemnation award shall become payable to any owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Council of Co-owners on behalf of such owner. In that event, the Council shall rebuild the Unit as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to the Unit owner thereof and the Unit owner's mortgagee(s), as their interests may appear.

2. If there is any taking of any portion of the Regime other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Council. The affirmative vote of more than seventy-five percent (75%) of the Unit owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Unit owners in

accordance with their respective percentages of common interest.

3. In the event the Regime continues after taking by eminent domain, then the remaining portion of the Regime shall be re-surveyed and this Master Deed amended accordingly by the Board, and, if any Unit shall have been taken, then the amended Master Deed shall reflect such taking and shall proportionately readjust the percentage of common interest of the remaining Unit owners based upon a total percentage of common interest of 100%.

W. Expandability of Regime. This 65-Unit Regime is the first phase of a contemplated 195 Unit Regime to be constructed on a total of approximately 23.168 acres of land. The complete 195 Unit Regime, if all units are built, is to be completed no later than December 31, 1990. The real property upon which the additional phase or phases may be developed, at Developer's option, is described on Exhibit B, attached and made a part of this Declaration by this reference ("Tract B"). The Developer reserves the right (without necessity of written notice or consent of any Unit owner, mortgagee or holder of any other interest) to (a) include in the Regime less than the present estimated maximum number of 195 Units; (b) include in the Regime less than the entire Tract B; (c) limit the Regime to no more than the currently planned 65 Units and land (Exhibit A) submitted under this Declaration; and (d) amend this

Declaration, from time to time, to expand the Regime pursuant to these reservations, or prior to said date to waive the reservations with regard to all or portions of Tract B. In expanding the Regime, the Developer covenants that:

1. No more than 195 Units will be included in the Regime located on the real property described in both Exhibit A and Exhibit B.

2. The quality of construction of the Units, buildings and other improvements in future phases will be equal to and consistent with that of the initial 65-Unit Regime.

3. The percentage of common interest of any one Unit, when and if adjusted by expansion of subsequent phases, shall not be reduced below one-quarter of one percent (.25%). The maximum percentage of common interest for any Unit, which assumes no more than 65 Units in the Regime, is the highest percentage shown on Exhibit C.

4. The right to amend this Declaration to include one or more subsequent phases as a part of the Regime shall not be exercisable by the Developer, its successors or assigns, after December 31, 1990.

X. Amendment of Declaration. Except as otherwise provided in this Declaration, or in the Kentucky Condominium Property Law, this Declaration may be amended from time to time by:

1. A majority of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment; and

2. The Developer (i) in correcting errors or (ii) in recording amended floor plans of Units on an as built basis in accordance with KRS 381.830(1)(b), and KRS 381.835(5) without necessity for any Unit owners or other owners of interests joining in.

Y. Incorporation of Council of Co-owners. The Council of Co-owners may (but shall not be required to) incorporate itself as a non-stock, non-profit corporation, with the membership and voting rights in the corporation being the same as membership and voting rights already established for the Council.

Z. Consent of Mortgage Holders. Joining in this instrument is Future Federal Savings and Loan Association ("Future"), holder of a first mortgage on the subject property described on Exhibits A and B dated July 1, 1981, recorded in Mortgage Book 1788, Page 414, Jefferson County Clerk's office, and L.H.F. Service Corporation ("L.H.F."), holder of a second mortgage affecting the property described on Exhibit A, dated February 27, 1981, recorded in Mortgage Book 1967, Page 6, as modified by Mortgage Modification dated March 1, 1982, of record in Mortgage Book 2032, Page 605, both in said Clerk's office, the mortgages affecting the property being submitted herein to a Condominium Property Regime, to indicate their

BOOK 5291 PAGE 336

consent thereto, the Developer agreeing that Future's and L.H.F.'s lien rights are hereby transferred to the individual Units of the Condominium Regime hereby established or to be established.

WITNESS the signature of the Developer by its duly authorized officer on MAY 20, 1982, and the signatures of Future and L.H.F. by their duly authorized officers on the date indicated.

WES LOGSDON INCORPORATED

✓ By W. R. Logsdon
W. R. Logsdon, President

FUTURE FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Terry A. Turbeville
Terry A. Turbeville, President

Date: May 27, 1982

L.H.F. SERVICE CORPORATION

By Joey B. Bailey
Joey B. Bailey, Treasurer

Date: May 27, 1982

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 20th day of May, 1982, by W. R. Logsdon, President of Wes

BOOK 5291 PAGE 336

Logsdon Incorporated, a Kentucky corporation, on behalf of the corporation.

Patricia B. Ozine
Notary Public

Commission expires: June 15, 1983

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this May 27, 1982, by Terry A. Turbeville, President of Future Federal Savings and Loan Association, on behalf of said association.

Mark B. Davis Jr.
Notary Public Kentucky at Large
Commission expires: 10-31-84.

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this May 27, 1982, by Joey B. Bailey as Treasurer of L.H.F. Service Corporation, on behalf of said corporation.

Mark B. Davis Jr.
Notary Public
Commission expires: 10-31-84.

This instrument prepared by
Mark B. Davis, Jr.
Timothy W. Martin
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

Mark B. Davis Jr.

CONDOMINIUM
OR
APT. OWNERSHIP
BOOK 28 PAGE 40-45
FILE NO. 317

23996
1982 MAY 27 PM 12:15
RECEIVED BY BT 434
AND RECORDS
SAND 354 00 INC. TAX
REIMBURSEMENT
C. J. Ransom Jr.

EXHIBIT A

The property being submitted to the Regime known as "Dorsey Station Condominiums" is located at the northeast corner of the intersection of Shelbyville Road and Dorsey Lane in Jefferson County, Kentucky, and is more particularly described as follows:

BEGINNING at a point in the North right of way line of U. S. Highway #60, said point being the Southwest property corner of Sycamore Condominiums, as recorded in Apartment Ownership Book 8, Page 40, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said right of way line, North 85 degrees 35 minutes 22 seconds West, 74.99 feet to a point; thence with the arc of a curve to the left having a radius of 11,509.18 feet and chord of North 86 degrees 07 minutes 22 seconds West 214.26 feet to a point; thence North 86 degrees 39 minutes 22 seconds West 432.77 feet to a point; thence leaving the North right of way line of U. S. Highway #60, North 01 degree 17 minutes 41 seconds East, 523.37 feet to a point; thence North 20 degrees 52 minutes 32 seconds East 80.18 feet to a point; thence North 40 degrees 27 minutes 24 seconds East, 28.29 feet to a point; thence South 80 degrees 30 minutes 00 seconds East, 161.44 feet to a point; thence South 63 degrees 30 minutes 00 seconds East, 112.57 feet to a point; thence South 53 degrees 08 minutes 02 seconds East, 102.95 feet to a point; thence South 47 degrees 37 minutes 34 seconds East, 24.00 feet to a point; thence South 22 degrees 44 minutes 32 seconds West 122.38 feet to a point; thence South 87 degrees 35 minutes 58 seconds East, 211.74 feet to a point; thence North 76 degrees 59 minutes 33 seconds East, 15.28 feet to a point; thence South 17 degrees 57 minutes 35 seconds East, 148.73 feet to a point; said point being on the West property line of Sycamore Condominiums as above mentioned; thence with said property line South 03 degrees 28 minutes 00 seconds West, 352.00 feet to the point of beginning and containing 8.181 acres.

BOOK 5291 PAGE 339

Being a part of the same property conveyed to Developer by Deed dated February 27, 1981, of record in Deed Book 5216, Page 644, in the Jefferson County Clerk's office, and being Tract A shown on the plat recorded in Mortgage Book 1988, Page 418 in the Jefferson County Court Clerk's office, Louisville, Kentucky.

BOOK 5291 PAGE 339

EXHIBIT B

The balance of the property owned by the Developer which may or may not be submitted to a Regime known as "Dorsey Station Condominiums" is located on the east side of Dorsey Lane in Jefferson County, Kentucky, north of the property described in Exhibit A, and is more particularly described as follows:

Beginning at a point, said point being the Northwest corner of Sycamore Condominiums as recorded in Apartment Ownership Book 8 Page 40 in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence along said West line South 03° 28' 00" West, 763.52 feet to a point; thence leaving said property line North 71° 57' 35" West, 148.73 feet to a point; thence South 76° 59' 33" West, 15.28 feet to a point; thence North 87° 35' 58" West, 211.74 feet to a point; thence North 22° 44' 32" East, 122.38 feet to a point; thence North 47° 37' 34" West 24.00 feet to a point; thence North 53° 08' 02" West 102.95 feet to a point; thence North 66° 30' 00" West 112.57 feet to a point; thence North 80° 30' 00" West, 161.44 feet to a point; thence North 40° 27' 24" East, 1220.97 feet to a point, said point being on the South Property Line of Irene Von Hoven as recorded in Deed Book 1722 Page 455 in said clerk's office thence along said property line South 81° 28' 00" East, 377.68 feet to a point and corner to LaFontenay Apartments as recorded in Plat Book 27 Page 10 in said clerk's office; thence with the West line of said Apartments South 03° 28' 00" West, 450.43 feet to a point; thence North 86° 31' 00" West, 410.00 feet to the point of beginning and containing 14.127 Acres.

Being a part of the same property conveyed to Developer by Deed dated February 27, 1981, of record in Deed Book 5216, Page 644, in the Jefferson County Clerk's office, and being Tract B shown on the plat recorded in Mortgage Book 1988, Page 418 in the Jefferson County Clerk's office, Louisville, Kentucky.

EXHIBIT C

PERCENTAGE OF COMMON INTEREST
DORSEY STATION CONDOMINIUMS
(50 Units)

<u>UNIT DESIGNATIONS</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF COMMON INTEREST*</u>
Building No. 1A		
Unit 1A-1	1,166.92	1.43
1A-2	1,166.92	1.43
1A-3	1,166.92	1.43
1A-4	1,166.92	1.43
1A-5	1,163.70	1.42
1A-6	1,163.70	1.42
1A-7	1,324.74	1.62
Building No. 1C		
Unit 1C-1	1,324.74	1.62
1C-2	1,163.70	1.42
1C-3	1,163.70	1.42
1C-4	1,166.92	1.43
1C-5	1,166.92	1.43
1C-6	1,166.92	1.43
1C-7	1,324.74	1.62
Building No. 2A		
Unit 2A-1	1,324.74	1.62
2A-2	1,316.26	1.61
2A-3	1,316.26	1.61
2A-4	1,362.12	1.67
2A-5	1,362.12	1.67
2A-6	1,362.12	1.67
2A-7	1,362.12	1.67
Building No. 2B		
Unit 2B-1	1,362.12	1.67
2B-2	1,362.12	1.67
2B-3	1,362.12	1.67
2B-4	1,362.12	1.67
2B-5	1,316.26	1.61
2B-6	1,316.26	1.61
2B-7	1,163.70	1.42

UNIT DESIGNATIONS	SQUARE FOOTAGE	PERCENTAGE OF COMMON INTEREST*
Building No. 3A		
Unit 3A-1	1,324.74	1.62
3A-2	1,324.74	1.62
3A-3	1,316.26	1.61
3A-4	1,316.26	1.61
3A-5	1,362.12	1.67
3A-6	1,362.12	1.67
3A-7	1,362.12	1.67
3A-8	1,362.12	1.67
Building No. 4		
Unit 4-1	1,166.92	1.43
4-2	1,166.92	1.43
4-3	1,166.92	1.43
4-4	1,166.92	1.43
4-5	1,163.70	1.42
4-6	1,163.70	1.42
4-7	1,324.74	1.62
4-8	1,324.74	1.62
Building No. 5		
Unit 5-1	1,163.70	1.42
5-2	1,163.70	1.42
5-3	1,166.92	1.43
5-4	1,166.92	1.43
5-5	1,166.92	1.43
5-6	1,166.92	1.43
Total	50	76.70*
percentage of common interest of completed units		

* NOTE: Amendments to this Declaration will be recorded, from time to time, to show the certified percentages of common interest of Units in the Regime on an "as built" basis as contemplated by KRS 381.830(1)(b). If the Regime is expanded pursuant to Section W of this Declaration, the above stated percentages of common interest may be changed (by the recording of an Amended Declaration) to reflect the percentages of common interest of each Unit in the Regime, as expanded, to the total square footage of all Units in the Regime, as expanded, as such new percentages are determined by measurement of such square footage on an "as built" basis.

C-2

END OF DOCUMENT

FIRST AMENDMENT TO MASTER DEED

FOR

DORSEY STATION CONDOMINIUMS

This is the first Amendment to the Master Deed for Dorsey Station Condominiums of Record in Deed Book 5291, Page 308 and Apartment Ownership Book 28, Pages 40-45 (Clerks File No. 319) in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by L. H. F. Service Corporation, the Successor Developer.

The purpose of this Amendment is to add the property known as Tract B on the Minor Subdivision Plat attached hereto as Exhibit A; which property contains the swimming pool and tennis court for Dorsey Station Condominiums (hereinafter referred to as "Regime"). The Successor Developer also desires to add to the Regime the two newly constructed buildings known as Building 1B and Building 3B. It also seeks to add to the Regime the newly constructed garages and to provide for their maintenance.

In accordance with the above objectives the Master Deed and Plans for the Regime are amended in accordance with the provisions of Section D.8 and Section W thereof in the following manner:

1. This property is an integral part of the Regime and it shall be governed by all the terms and provisions of the Master Deed and Plan as amended hereby.

2. The unit designations, square footage and percentage of common interest of the Condominium Units of the Regime as set forth in Exhibit C to the Master Deed are hereby amended as set forth in Exhibit B hereto and as set forth on the survey of the Regime by Development Plan and Engineering Co., Registered Engineers and Surveyors dated May ___, 1984 and recorded contemporaneously with this First Amendment.

3. The Successor Developer submits the two newly constructed buildings, being Building 1B and 3B as shown on the plan filed herewith, to the Regime as an integral part of the Regime and that these buildings shall be governed by the terms and provisions of the Master Deed and Plans as amended hereby.

4. The Successor Developer submits the newly constructed garages, being the 14 buildings containing 58 garage units as shown on the plans filed herewith, to the Regime as an integral part of the Regime and that said garages shall be governed by the terms and provisions of the Master Deed and Plans as amended hereby.

5. Sections D.8.(a) shall be amended to read as follows:

Except as otherwise set forth herein, all parking area or other paved portion of the Regime designated for parking purposes shall be part of the common elements and not part of any individual Unit. The garages and that part of the parking area upon which the garages have been constructed shall be designated as limited common elements which shall be reserved for the exclusive use of the Unit owner to which they have been designated or transferred.

6. Section D.8.(e) shall be amended to read as follows:

Any Unit owner may sell or otherwise transfer the right to the exclusive use and possession of his garage to another Unit owner by filing a proper deed with the Office of the County Clerk of Jefferson County, Kentucky. Upon such transfer, the parties shall file a copy of the deed with the Board of Administration.

7. There shall be added a section D.8(f) which shall read as follows:

Maintenance of the garages will be the responsibility of the Board of Administration. Each year, the Board shall determine the common expenses associated with the maintenance of the garages. The Board of Administration shall then assess each garage Unit owner his 58th proportionate share of these garage maintenance common expenses. The garage maintenance common expenses shall be paid in accordance with and governed by the terms and provisions of the Master Deed and Plan as amended hereby, including, but not limited to, Sections J and L of the Master Deed.

8. The Successor Developer, to the extent necessary, hereby exercises all rights conferred upon it by the Master Deed as Power of Attorney for all the Unit owners and hereby divests them of that portion of their Unit share in the existing common elements which must be allocated to the new Units to attain the percentage interest in the aggregated common elements in each new Unit shown in Exhibit B hereto.

9. The Successor Developer, to the extent necessary, hereby exercises its authority as Power of Attorney for all Unit owners and hereby grants, conveys, and transfers to each Unit owner of existing Units that share in the new common elements which is necessary to attain for each existing Unit the share in the aggregated common element shown in Exhibit B hereto.

10. The Successor Developer pursuant to Section W of the Master Deed expands the common element by adding Tract "B" thereto and the common element by adding Tract "B" thereto and the common element as reconstituted is further described on Exhibit "C" and does hereby declare that said condominium will not be expanded further.

11. Except as amended by this instrument and the Plan filed herewith as Clerk's File Number 379 in apartment ownership of 32, Page 9-13 in said office, the original Master Deed and the original Plan of

Record in Apartment Ownership Book 28, Pages 40-45, in said Clerks Office are reaffirmed and shall remain unchanged.

Future Federal Savings and Loan Association, holder of a First and prior lien on the property described in the Master Deed, which mortgage appears of record in Mortgage Book 1988, Page 418 in the Office of the Clerk aforesaid joins herein solely for purpose of consenting and does hereby consent to the submission of the additional property and to this First Amendment of the Master Deed.

IN AFFIRMATION OF THE FOREGOING, witness the signatures of the Parties hereto, by their duly authorized Officers, on dates written below.

L. H. F. SERVICE CORPORATION

BY: Gene C. King Vice Pres.

FUTURE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: [Signature]

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 5th day of July, 1984 by Gene C. King as Vice Pres. of L. H. F. Service Corporation, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 5th day of July, 1984.

My commission expires July 18, 1987.

Denise Johnson
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 5th day of July, 1984 by Jeffrey L. Edwards as Asst. Vice Pres of Future Federal Savings and Loan Association, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 5th day of July, 1984.

My commission expires July 18, 1987.

Denise Colman
Notary Public, Jefferson County, Kentucky

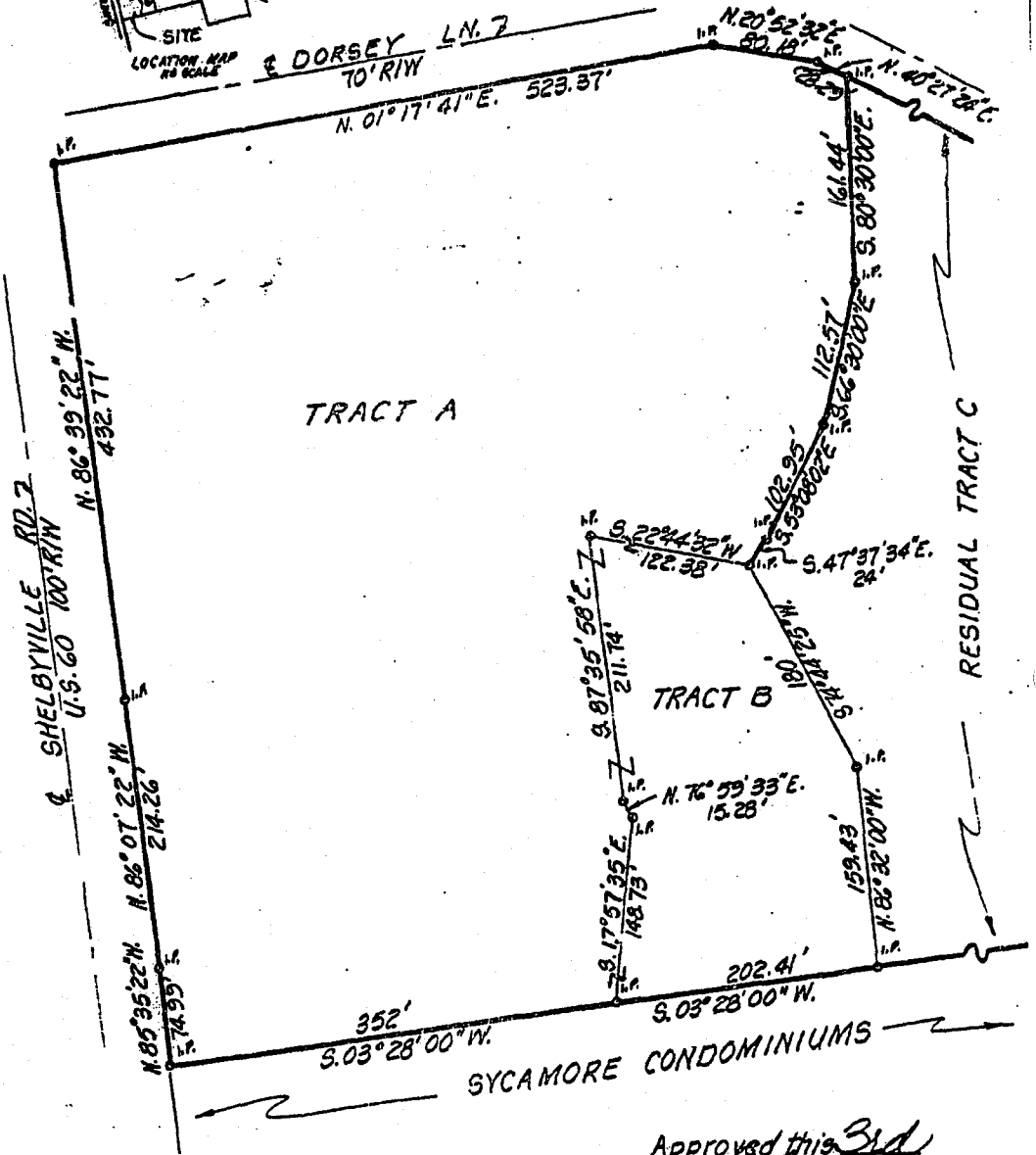
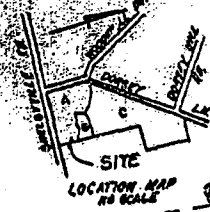
I hereby certify that this instrument was prepared by:

C. L. Smith

430 South Fifth Street
Louisville, Kentucky 40202

EXHIBIT "A"

BOOK 5435 PAGE 37



I hereby certify that the survey for this plan was made under my supervision and that the angular and linear measurements as witnessed by monuments shown thereon are correct to the best of my knowledge and belief.

Donald A. Lorenz
Land Surveyor



Approved this 3rd day of July 1984
LOUISVILLE & JEFFERSON COUNTY PLANNING COMM.
Cynthia Red Francis

DEVELOPMENT PLANNING & ENGINEERING, INC.
13122 Aiken Road, Lou. Ky.
Survey for DORSEY STATION CONDOMINIUMS
Lot No.
House No.
Date: JUNE 4, 1984
Scale: 1" = 100'

BOOK 5435 PAGE 37

WATER MANAGEMENT REVIEW

This plat has been reviewed for drainage-related considerations and the Water Management Division of the Jefferson County Department of Public Works has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

Reviewed by: P. Brannan

Date 6/20/04

This is to certify that the undersigned is the owner of the property shown on this plat and hereby acknowledges the same to be the plat of property of L.H.F. Service Corp. as recorded in the County Clerks Office of Jefferson County, Kentucky.

L.H.F. Service Corp. Gene King
Vice Pres.

I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket

L.H.F. Service Corp. Gene King
Vice Pres.

State of Kentucky)
County of Jefferson) SS

I, Tamuo A. Pen, a Notary Public in and for the County aforesaid, do hereby certify that the foregoing plat of property of L.H.F. Service Corp. was this day presented to me by Gene King known to me, together with the Certificate of Ownership and Dedication shown thereon, which was executed in my presence and acknowledged to be free act and deed.

Witness my hand and seal this 24 day of June, 19 84
My Commission expires Oct 4, 1984

Notary Public

CERTIFICATE OF RESIDUAL LAND.

The residual land of the tract C herewith being subdivided is in a single parcel of approximately 12.8 acres and has frontage of 1190 feet on Dorsey Lane which is a public way(s).

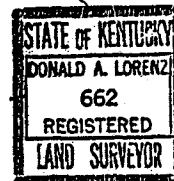


EXHIBIT B

REVISED PERCENTAGE OF COMMON INTEREST DORSEY STATION CONDOMINIUMS (65 Units)

UNIT DESIGNATIONS	SQUARE FOOTAGE	PERCENTAGE OF COMMON INTEREST
Building No. 1A		
Unit 1A-1	1,166.92	1.43
1A-2	1,166.92	1.43
1A-3	1,166.92	1.43
1A-4	1,166.92	1.43
1A-5	1,163.70	1.42
1A-6	1,163.70	1.42
1A-7	1,324.74	1.62
Building No. 1B		
Unit 1B-1	1,183.63	1.45
1B-2	1,183.74	1.45
1B-3	1,185.49	1.45
1B-4	1,185.73	1.45
1B-5	1,169.89	1.43
1B-6	1,167.85	1.43
1B-7	1,332.52	1.62
Building No. 1C		
Unit 1C-1	1,324.74	1.62
1C-2	1,163.70	1.42
1C-3	1,163.70	1.42
1C-4	1,166.92	1.43
1C-5	1,166.92	1.43
1C-6	1,166.92	1.43
1C-7	1,166.92	1.43
Building No. 2A		
Unit 2A-1	1,324.74	1.62
2A-2	1,316.26	1.60
2A-3	1,316.26	1.60
2A-4	1,362.12	1.66
2A-5	1,362.12	1.66
2A-6	1,362.12	1.66
2A-7	1,362.12	1.66
Building No. 2B		
Unit 2B-1	1,362.12	1.66
2B-2	1,362.12	1.66
2B-3	1,362.12	1.66
2B-4	1,362.12	1.66
2B-5	1,316.26	1.60
2B-6	1,316.26	1.60
2B-7	1,163.70	1.42

BOOK 5435 PAGE 40

BOOK 5435 PAGE 40

<u>UNIT DESIGNATIONS</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF COMMON INTEREST</u>
Building No. 3A		
Unit 3A-1	1,324.74	1.62
3A-2	1,324.74	1.62
3A-3	1,316.26	1.60
3A-4	1,316.26	1.60
3A-5	1,362.12	1.66
3A-6	1,362.12	1.66
3A-7	1,362.12	1.66
3A-8	1,362.12	1.66
Building No. 3B		
Unit 3B-1	1,371.61	1.68
3B-2	1,372.43	1.68
3B-3	1,373.25	1.68
3B-4	1,371.62	1.68
3B-5	1,327.78	1.62
3B-6	1,333.76	1.62
3B-7	1,330.31	1.62
3B-8	1,328.89	1.62
Building No. 4		
Unit 4-1	1,166.92	1.43
4-2	1,166.92	1.43
4-3	1,166.92	1.43
4-4	1,166.92	1.43
4-5	1,163.70	1.42
4-6	1,163.70	1.42
4-7	1,324.74	1.62
4-8	1,324.74	1.62
Building No. 5		
Unit 5-1	1,163.70	1.42
5-2	1,163.70	1.42
5-3	1,166.92	1.43
5-4	1,166.92	1.43
5-5	1,166.92	1.43
5-6	1,166.92	1.43
Total 65	81,878.69	100.00

EXHIBIT "C"

The property being submitted to the Regime known as "Dorsey Station Condominiums" is located at the northeast corner of the intersection of Shelbyville Road and Dorsey Lane in Jefferson County, Kentucky, and is more particularly described as follows:

BEGINNING at a point in the North right of way line of U. S. Highway #60, said point being the Southwest property corner of Sycamore Condominiums, as recorded in Apartment Ownership Book 8, Page 40, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said right of way line, North 85 degrees 35 minutes 22 seconds West, 74.99 feet to a point; thence with the arc of a curve to the left having a radius of 11,509.18 feet and chord of North 86 degrees 07 minutes 22 seconds West 214.26 feet to a point; thence North 86 degrees 39 minutes 22 seconds West 432.77 feet to a point; thence leaving the North right of way line of U. S. Highway #60, North 01 degree 17 minutes 41 seconds East, 523.37 feet to a point; thence North 20 degrees 52 minutes 32 seconds East 80.18 feet to a point; thence North 40 degrees 27 minutes 14 seconds East, 28.29 feet to a point; thence South 85 degrees 30 minutes 00 seconds East, 161.44 feet to a point; thence South 66 degrees 30 minutes 00 seconds East, 112.57 feet to a point; thence South 53 degrees 08 minutes 02 seconds East, 102.95 feet to a point; thence South 47 degrees 37 minutes 34 seconds East, 24.00 feet to a point; thence North 74 degrees 44 minutes 25 seconds East 180 feet to a point; thence South 86 degrees 32 minutes East 159.43 feet to a point;

said point being on the west property line of Sycamore Condominiums as above mentioned; thence with said property line South 03 degrees 28 minutes 00 seconds West, 352.00 feet to the point of beginning and containing 9.459 acres.

DEED BY
AND HUSBAND
1984 JUL -5 PM 3:35

41682

SSA/H

SECOND AMENDMENT TO MASTER DEED
FOR
DORSEY STATION CONDOMINIUMS

This is the Second Amendment to the Master Deed for Dorsey Station Condominiums. The original Master Deed (herein "Original Master Deed") is of Record in Deed Book 5291, Page 308 and Apartment Ownership Book 28, Pages 40-45 (Clerks File No. 319), and amended by the First Amendment to Master Deed (herein "First Amendment to Master Deed") of record in Deed Book 5435 Page 37 and Apartment Ownership Book 32 Page 9-13 (Clerk's File No. 379) in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by L. H. F. Service Corporation, the Successor Developer. The undersigned constitute a majority of the unit owners in Dorsey Station Condominiums.

The purpose of this Amendment is to ratify and confirm the First Amendment to Master Deed and to provide for a definition of "single-family residential purposes" as that phrase appears in Section G Paragraph 1 on Page 11 of the Master Deed.

In accordance with the above objectives the Master Deed is amended in accordance with the provisions of Section W thereof in the following manner.

1. The undersigned, constituting a majority of the unit owners in Dorsey Station Condominiums hereby ratify and confirm the First Amendment to the Master Deed.

2. Paragraph 1 of Section G on Page 11 of the Original Master Deed is amended to read as follows:

"1. The Unit shall be used only for single-family residential purposes, which shall prohibit any commercial use of the units, provided however, the units may be used as time sharing or interval ownership permitting occupancy for single-family residential purposes for a proscribed weekly period, shall not be subdivided, 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 rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units and the Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Units as models or sale offices, but use of a unit as a sale office shall cease 24 months after 90% of the units have been sold by Developer."

3. All other provisions of the Original Master Deed and First Amendment to Master Deed not inconsistent herewith remain in full force and affect.

Future Federal Savings and Loan Association, holder of a First and prior lien on the property described in the Master Deed, which mortgage appears of record in Mortgage Book 1988, Page 418 in the Office of the Clerk aforesaid joins herein solely for purpose of consenting and does hereby consent to the submission of the additional property and to this First Amendment of the Master Deed.

IN AFFIRMATION OF THE FOREGOING, witness the signatures of the Parties hereto on dates written below.

L. H. F. SERVICE CORPORATION

BY: [Signature] Vice Pres

FUTURE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: [Signature] V.P.

William J. Echeverre Unit 3A-6

[Signature] Unit 2A-7

[Signature] Unit 5-2 1

[Signature] Unit 3A-6

[Signature] Unit 3B-7

[Signature] Unit 1B-3

5094
1988 AUG 14 PM 2:52
RECORDED BY [Signature]
INDEXED BY [Signature]
[Signature]

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

THIS DEED OF ASSIGNMENT, made this 25th day of MARCH, 19 82,
by and between CHARTER MORTGAGE COMPANY, a Florida Corporation, party of the first
part, and FEDERAL NATIONAL MORTGAGE ASSOCIATION
party of the second part.

WITNESSETH: That for a valuable consideration, the receipt of which is hereby
acknowledged, the party of the first part does hereby assign and transfer unto the
party of the second part, its successors and assigns, a certain mortgage dated
MARCH 18, 1982, executed and delivered to CHARTER
MORTGAGE COMPANY BY: STEVEN E. GOLDSMITH AND CARLA D. GOLDSMITH, HIS WIFE and recorded
in Mortgage Book 2024, Page 259, in the Office of the Clerk of the County
Court of JEFFERSON County, Kentucky, together with a promissory
note secured thereby and referred to therein, without recourse.

IN TESTIMONY WHEREOF: The said CHARTER MORTGAGE COMPANY has caused this
instrument to be executed in its name by J. LEE SUMMERLIN,
its SR. VICE President and its corporate seal to be hereto
affixed and attested by J. GREGG, its
ASST. Secretary both of whom are thereunto duly authorized, this
the 25th day of MARCH, 19 82.

(CORPORATE SEAL)

CHARTER MORTGAGE COMPANY

ATTEST:

BY: [Signature]
Its SecretaryBY: [Signature]
Its Sr. Vice PresidentSTATE OF FLORIDA)
DUVAL COUNTY)

I, the undersigned, a Notary Public within and for the State and County
aforesaid, do hereby certify that on this day the foregoing assignment was produced
before me and was acknowledged and delivered by J. LEE SUMMERLIN, its
SR. VICE President, and attested by J. GREGG, its
ASST. Secretary, to be the act and deed of CHARTER MORTGAGE
COMPANY, a corporation.

WITNESS my hand this 25th day of March,
19 82.

My commission expires D. BURNS
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 18, 1985

Notary Public

THIS INSTRUMENT PREPARED BY:

[Signature]
DELORES BURNS
Charter Mortgage Company
P.O. Box 2257
Jacksonville FL 32232
BOOK 5291 PAGE 8

END OF DOCUMENT

FIRST AMENDMENT TO MASTER DEED
FOR
DORSEY STATION CONDOMINIUMS

This is the first Amendment to the Master Deed for Dorsey Station Condominiums of Record in Deed Book 5291, Page 308 and Apartment Ownership Book 28, Pages 40-45 (Clerks File No. 319) in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by L. H. F. Service Corporation, the Successor Developer.

The purpose of this Amendment is to add the property known as Tract B on the Minor Subdivision Plat attached hereto as Exhibit A; which property contains the swimming pool and tennis court for Dorsey Station Condominiums (hereinafter referred to as "Regime"). The Successor Developer also desires to add to the Regime the two newly constructed buildings known as Building 1B and Building 3B. It also seeks to add to the Regime the newly constructed garages and to provide for their maintenance.

In accordance with the above objectives the Master Deed and Plans for the Regime are amended in accordance with the provisions of Section D.8 and Section W thereof in the following manner:

1. This property is an integral part of the Regime and it shall be governed by all the terms and provisions of the Master Deed and Plan as amended hereby.

2. The unit designations, square footage and percentage of common interest of the Condominium Units of the Regime as set forth in Exhibit C to the Master Deed are hereby amended as set forth in Exhibit B hereto and as set forth on the survey of the Regime by Development Plan and Engineering Co., Registered Engineers and Surveyors dated May __, 1984 and recorded contemporaneously with this First Amendment.

3. The Successor Developer submits the two newly constructed buildings, being Building 1B and 3B as shown on the plan filed herewith, to the Regime as an integral part of the Regime and that these buildings shall be governed by the terms and provisions of the Master Deed and Plans as amended hereby.

4. The Successor Developer submits the newly constructed garages, being the 14 buildings containing 58 garage units as shown on the plans filed herewith, to the Regime as an integral part of the Regime and that said garages shall be governed by the terms and provisions of the Master Deed and Plans as amended hereby.

5. Sections D.8.(a) shall be amended to read as follows:

Except as otherwise set forth herein, all parking area or other paved portion of the Regime designated for parking purposes shall be part of the common elements and not part of any individual Unit. The garages and that part of the parking area upon which the garages have been constructed shall be designated as limited common elements which shall be reserved for the exclusive use of the Unit owner to which they have been designated or transferred.

6. Section D.8.(e) shall be amended to read as follows:

Any Unit owner may sell or otherwise transfer the right to the exclusive use and possession of his garage to another Unit owner by filing a proper deed with the Office of the County Clerk of Jefferson County, Kentucky. Upon such transfer, the parties shall file a copy of the deed with the Board of Administration.

7. There shall be added a section D.8(f) which shall read as follows:

Maintenance of the garages will be the responsibility of the Board of Administration. Each year, the Board shall determine the common expenses associated with the maintenance of the garages. The Board of Administration shall then assess each garage Unit owner his 58th proportionate share of these garage maintenance common expenses. The garage maintenance common expenses shall be paid in accordance with and governed by the terms and provisions of the Master Deed and Plan as amended hereby, including, but not limited to, Sections J and L of the Master Deed.

8. The Successor Developer, to the extent necessary, hereby exercises all rights conferred upon it by the Master Deed as Power of Attorney for all the Unit owners and hereby divests them of that portion of their Unit share in the existing common elements which must be allocated to the new Units to attain the percentage interest in the aggregated common elements in each new Unit shown in Exhibit B hereto.

9. The Successor Developer, to the extent necessary, hereby exercises its authority as Power of Attorney for all Unit owners and hereby grants, conveys, and transfers to each Unit owner of existing Units that share in the new common elements which is necessary to attain for each existing Unit the share in the aggregated common element shown in Exhibit B hereto.

10. The Successor Developer pursuant to Section W of the Master Deed expands the common element by adding Tract "B" thereto and the common element by adding Tract "B" thereto and the common element as reconstituted is further described on Exhibit "C" and does hereby declare that said condominium will not be expanded further.

11. Except as amended by this instrument and the Plan filed herewith as Clerks File Number 379 in apartment ownership of 32, Page 9-13 in said office, the original Master Deed and the original Plan of

Record in Apartment Ownership Book 28, Pages 40-45, in said Clerks Office are reaffirmed and shall remain unchanged.

Future Federal Savings and Loan Association, holder of a First and prior lien on the property described in the Master Deed, which mortgage appears of record in Mortgage Book 1988, Page 418 in the Office of the Clerk aforesaid joins herein solely for purpose of consenting and does hereby consent to the submission of the additional property and to this First Amendment of the Master Deed.

IN AFFIRMATION OF THE FOREGOING, witness the signatures of the Parties hereto, by their duly authorized Officers, on dates written below.

L. H. F. SERVICE CORPORATION

BY: Gene C King Vice Pres.

FUTURE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: [Signature]

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 5th day of July, 1984 by Gene C King as Vice Pres of L. H. F. Service Corporation, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 5th day of July, 1984.

My commission expires July 18 1987.

Denise Johnson
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 5th day of July, 1984 by Jeffrey L. Edwards as Act Vice Pres of Future Federal Savings and Loan Association, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 5th day of July, 1984.

My commission expires July 18, 1987.

Dennis A. Adams
Notary Public, Jefferson County, Kentucky

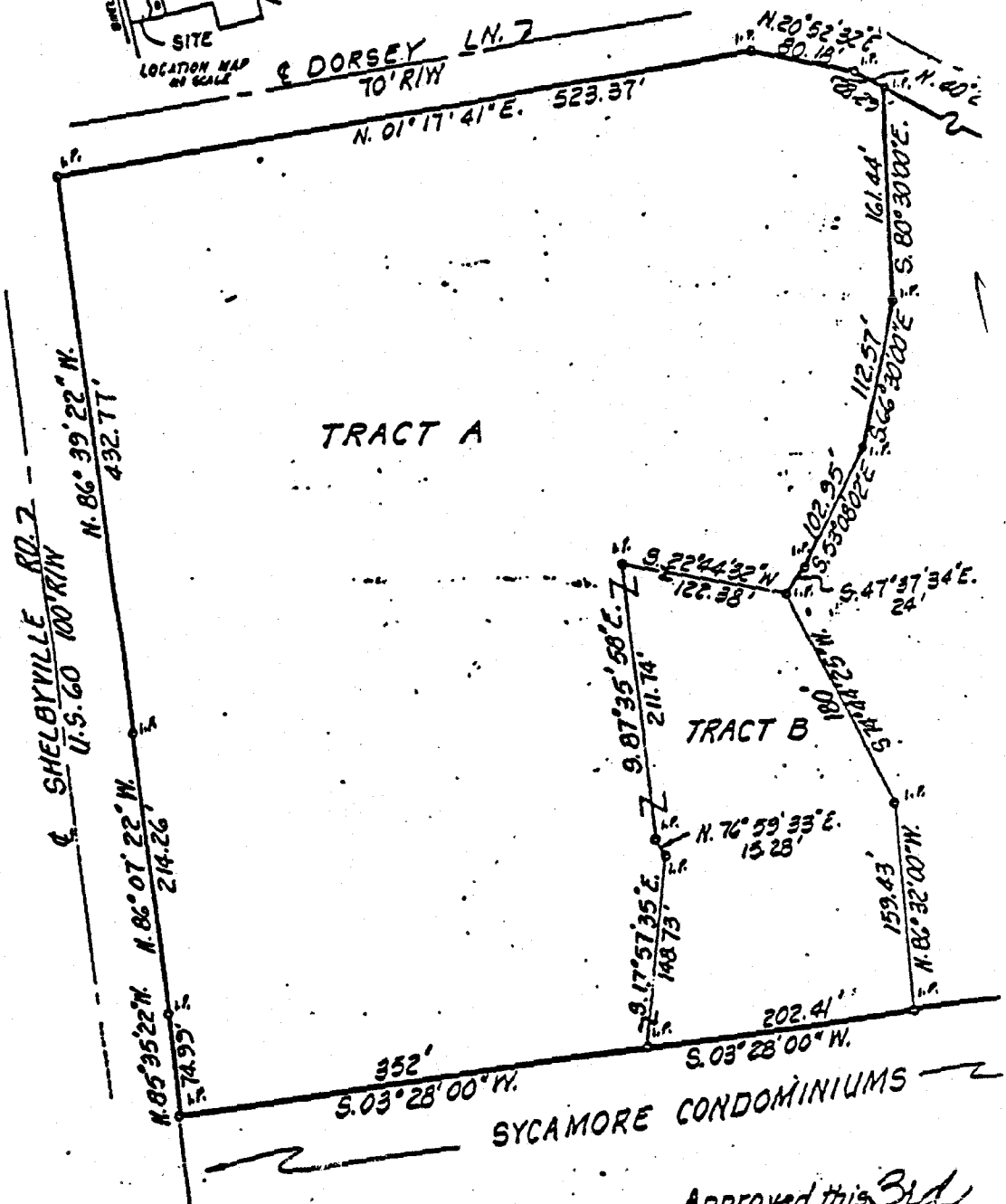
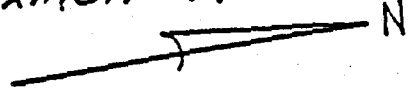
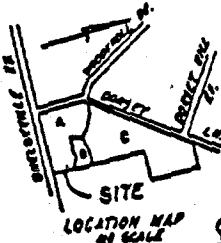
I hereby certify that this instrument was prepared by:

C. H. Smith

430 South Fifth Street
Louisville, Kentucky 40202

EXHIBIT "A"

BOOK 5435 PAGE



I hereby certify that the survey for this plan was made under my supervision and that the angular and linear measurements as witnessed by monuments shown thereon are correct to the best of my knowledge and belief.

[Signature]
Land Surveyor



135-84

Approved this 31st day of July 1984
LOUISVILLE & JEFFERSON
COUNTY PLANNING COMM.
[Signature]

DEVELOPMENT PLANNING
& ENGINEERING, INC.
13122 Alton Road, Lou., Ky.
Survey for DORSEY STATION
CONDOMINIUMS
Lot No.
House No.
Date

WATER MANAGEMENT REVIEW

This plat has been reviewed for drainage-related considerations and the Water Management Division of the Jefferson County Department of Public Works has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

Reviewed by: P. BoeningerDate 6/20/04

This is to certify that the undersigned is the owner of the property shown on this plat and hereby acknowledges the same to be the plat of property of Dorsey Station as recorded in the County Clerk's Office of Jefferson County, Kentucky.

L.H.F. Service Corp. Gene C. King
Vice Pres. K

I hereby certify all of the lots of this minor subdivision and any exist buildings and improvements thereon and/or any buildings and improvements included in building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket

L.H.F. Service Corp. Gene C. King
Vice Pres.

State of Kentucky)
County of Jefferson) SS

I, Tamuo A. Pam, a Notary Public in and for the County aforesaid, do hereby certify that the foregoing plat of property of L.H.F. Service Corp. was this day presented to me by Gene King known to me, together with the Certificate of Ownership and Dedication shown thereon, which was executed in my presence and acknowledged to be free act and deed.

Witness my hand and seal this 21 day of June, 19 84
My Commission expires Oct 4, 1984

Tamuo A. Pam
Notary Public

CERTIFICATE OF RESIDUAL LAND.

The residual land of the tract C herewith being subdivided is in a single parcel of approximately 12.8 acres and has frontage of 1190 feet on Dorsey Lane which is a public way(s).

Donald A. Loren

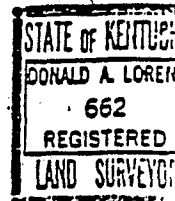


Exhibit "B"

REVISED PERCENTAGE OF COMMON INTEREST DORSEY STATION CONDOMINIUMS (65 Units)

UNIT DESIGNATIONS	SQUARE FOOTAGE	PERCENTAGE OF COMMON INTEREST
Building No. 1A		
Unit 1A-1 B	1,166.92	1.43
1A-2 B	1,166.92	1.43
1A-3 B	1,166.92	1.43
1A-4 B	1,166.92	1.43
1A-5 D	1,163.70	1.42
1A-6 D	1,163.70	1.42
1A-7 C	1,324.74	1.62
Building No. 1B		
Unit 1B-1 B	1,183.63	1.45
1B-2 B	1,183.74	1.45
1B-3 B	1,185.49	1.45
1B-4 B	1,185.73	1.45
1B-5 D	1,169.89	1.43
1B-6 D	1,167.85	1.43
1B-7 C	1,332.52 C	1.62
Building No. 1C		
Unit 1C-1 C	1,324.74 C	1.62
1C-2 D	1,163.70	1.42
1C-3 D	1,163.70	1.42
1C-4 B	1,166.92	1.43
1C-5 B	1,166.92	1.43
1C-6 B	1,166.92	1.43
1C-7 B	1,166.92	1.43
Building No. 2A		
Unit 2A-1 C	1,324.74	1.62
2A-2 E	1,316.26	1.60
2A-3 E	1,316.26	1.60
2A-4 A	1,362.12	1.66
2A-5 A	1,362.12	1.66
2A-6 A	1,362.12	1.66
2A-7 A	1,362.12	1.66
Building No. 2B		
Unit 2B-1 A	1,362.12	1.66
2B-2 A	1,362.12	1.66
2B-3 A	1,362.12	1.66
2B-4 A	1,362.12	1.66
2B-5 E	1,316.26	1.60
2B-6 E	1,316.26	1.60
2B-7 D	1,163.70	1.42

BOOK 5435 PAGE 40

SIZE DESIGNATIONS SOME VARY

A = 1362.12-1371.62

E = 1316.26
E = 1327.78

B = 1166.92

C = 1324.74-1332.52

D = 1163.70-

UNIT DESIGNATIONS	SQUARE FOOTAGE	PERCENTAGE OF COMMON INTEREST
Building No. 3A		
Unit 3A-1 C	1,324.74	1.62
3A-2 C	1,324.74	1.62
3A-3 E	1,316.26	1.60
3A-4 E	1,316.26	1.60
3A-5 A	1,362.12	1.66
3A-6 A	1,362.12	1.66
3A-7 A	1,362.12	1.66
3A-8 A	1,362.12	1.66
Building No. 3B		
Unit 3B-1 A	1,371.61	1.68
3B-2 A	1,372.43	1.68
3B-3 A	1,373.25	1.68
3B-4 A	1,371.62	1.68
3B-5 E	1,327.78	1.62
3B-6 E	1,333.76	1.62
3B-7 C	1,330.31	1.62
3B-8 C	1,328.89	1.62
Building No. 4		
Unit 4-1 D	1,166.92	1.43
4-2 D	1,166.92	1.43
4-3 D	1,166.92	1.43
4-4 D	1,166.92	1.43
4-5 D	1,163.70	1.42
4-6 D	1,163.70	1.42
4-7 C	1,324.74	1.62
4-8 C	1,324.74	1.62
Building No. 5		
Unit 5-1 D	1,163.70	1.42
5-2 D	1,163.70	1.42
5-3 D	1,166.92	1.43
5-4 D	1,166.92	1.43
5-5 D	1,166.92	1.43
5-6 D	1,166.92	1.43
Total 65	81,878.69	100.00

EXHIBIT "C"

The property being submitted to the Regime known as "Dorsey Station Condominiums" is located at the northeast corner of the intersection of Shelbyville Road and Dorsey Lane in Jefferson County, Kentucky, and is more particularly described as follows:

BEGINNING at a point in the North right of way line of U. S. Highway #60, said point being the Southwest property corner of Sycamore Condominiums, as recorded in Apartment Ownership Book 8, Page 40, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said right of way line, North 85 degrees 35 minutes 22 seconds West, 74.99 feet to a point; thence with the arc of a curve to the left having a radius of 11,509.18 feet and chord of North 86 degrees 07 minutes 22 seconds West 214.26 feet to a point; thence North 86 degrees 39 minutes 22 seconds West 432.77 feet to a point; thence leaving the North right of way line of U. S. Highway #60, North 01 degree 17 minutes 41 seconds East, 523.37 feet to a point; thence North 20 degrees 52 minutes 32 seconds East 80.18 feet to a point; thence North 40 degrees 27 minutes 24 seconds East, 28.29 feet to a point; thence South 80 degrees 30 minutes 00 seconds East, 161.44 feet to a point; thence South 66 degrees 30 minutes 00 seconds East, 112.57 feet to a point; thence South 53 degrees 08 minutes 02 seconds East, 102.95 feet to a point; thence South 47 degrees 37 minutes 34 seconds East, 24.00 feet to a point; thence North 74 degrees 44 minutes 25 seconds East 180 feet to a point; thence South 86 degrees 32 minutes East 159.43 feet to a point;

said point being on the west property line of Sycamore Condominiums as above mentioned; thence with said property line South 03 degrees 28 minutes 00 seconds West, 352.00 feet to the point of beginning and containing 9.459 acres.

RECORDED BY *Handwritten*
JUL 5 PM 3:35
41682

55441

SECOND AMENDMENT TO MASTER DEED
FOR
DORSEY STATION CONDOMINIUMS

This is the Second Amendment to the Master Deed for Dorsey Station Condominiums. The original Master Deed (herein "Original Master Deed") is of Record in Deed Book 5291, Page 308 and Apartment Ownership Book 28, Pages 40-45 (Clerks File No. 319), and amended by the First Amendment to Master Deed (herein "First Amendment to Master Deed") of record in Deed Book 5435 Page 33 and Apartment Ownership Book 32 Page 9-13 (Clerk's File No. 379) in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by L. H. F. Service Corporation, the Successor Developer. The undersigned constitute a majority of the unit owners in Dorsey Station Condominiums.

The purpose of this Amendment is to ratify and confirm the First Amendment to Master Deed and to provide for a definition of "single-family residential purposes" as that phrase appears in Section G Paragraph 1 on Page 11 of the Master Deed.

In accordance with the above objectives the Master Deed is amended in accordance with the provisions of Section W thereof in the following manner.

1. The undersigned, constituting a majority of the unit owners in Dorsey Station Condominiums hereby ratify and confirm the First Amendment to the Master Deed.

2. Paragraph 1 of Section G on Page 11 of the Original Master Deed is amended to read as follows:

"1. The Unit shall be used only for single-family residential purposes, which shall prohibit any commercial use of the units, provided however, the units may be used as time sharing or interval ownership permitting occupancy for single-family residential purposes for a proscribed weekly period, shall not be subdivided, 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 rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units and the Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Units as models or sale offices, but use of a unit as a sale office shall cease 24 months after 90% of the units have been sold by Developer."

3. All other provisions of the Original Master Deed and First Amendment to Master Deed not inconsistent herewith remain in full force and affect.

Future Federal Savings and Loan Association, holder of a First and prior lien on the property described in the Master Deed, which mortgage appears of record in Mortgage Book 1988, Page 418 in the Office of the Clerk aforesaid joins herein solely for purpose of consenting and does hereby consent to the submission of the additional property and to this First Amendment of the Master Deed.

IN AFFIRMATION OF THE FOREGOING, witness the signatures of the Parties hereto on dates written below.

L. H. F. SERVICE CORPORATION

BY: [Signature] Vice Pres

FUTURE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: [Signature] V.P.

William J. Eichen Unit 3A-6

[Signature] Unit 3A-

[Signature] Unit 2A-7

[Signature] Unit 3B-

[Signature] Unit No. 1A-6
John H. Allen Unit No. 1A-3
[Signature] Unit No. 2A-4
Michael A. Perkins Unit No. 1C-2
[Signature] Unit No. 2B-2
[Signature] Unit No. 2A-1
[Signature] Unit No. 2A-3
Sigmond H. Kattiger Unit No. 1A-6
Mark A. Cate Unit No. 2B-6
[Signature] Unit No. 1A-2
[Signature] Unit No. 2A-5
[Signature] Unit No. 3B-7
JUNI BLOW Unit No. 1A-7

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by GENE C. KING as VICE-PRES. of L. H. F. Service Corporation, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.
My commission expires 27 Jan 1987

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by J LOUIS WAGAN as VICE-PRES. of Future Federal Savings and Loan Association, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.
My commission expires 27 Jan 1987

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 9th day of August, 1984 by Wanda T. & Donald E. Stevens, John Barnett, Patty Jackson, Steve A. & Jean A. Northcutt, Roger Lowen, John & Christine Allen, J.P. & Chris Hall, Norman S. Perkins, C. & Opal Swartz, George T. & Teresa, Robert H. & Donna S. H. Hume, Dwaine P. & William T. Stevens Jr., Marion A. Cate, W. & Dorothy Talbot, William T. Stevens Jr., Don Russell, Judi B. Hall

Witness my signature this 9th day of August, 1984.
My commission expires JANUARY 17, 1988

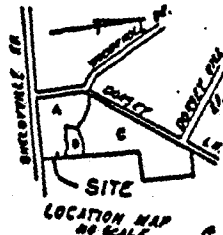
[Signature]
Notary Public, Jefferson County, Kentucky

THIS INSTRUMENT PREPARED BY:

C. L. Rust

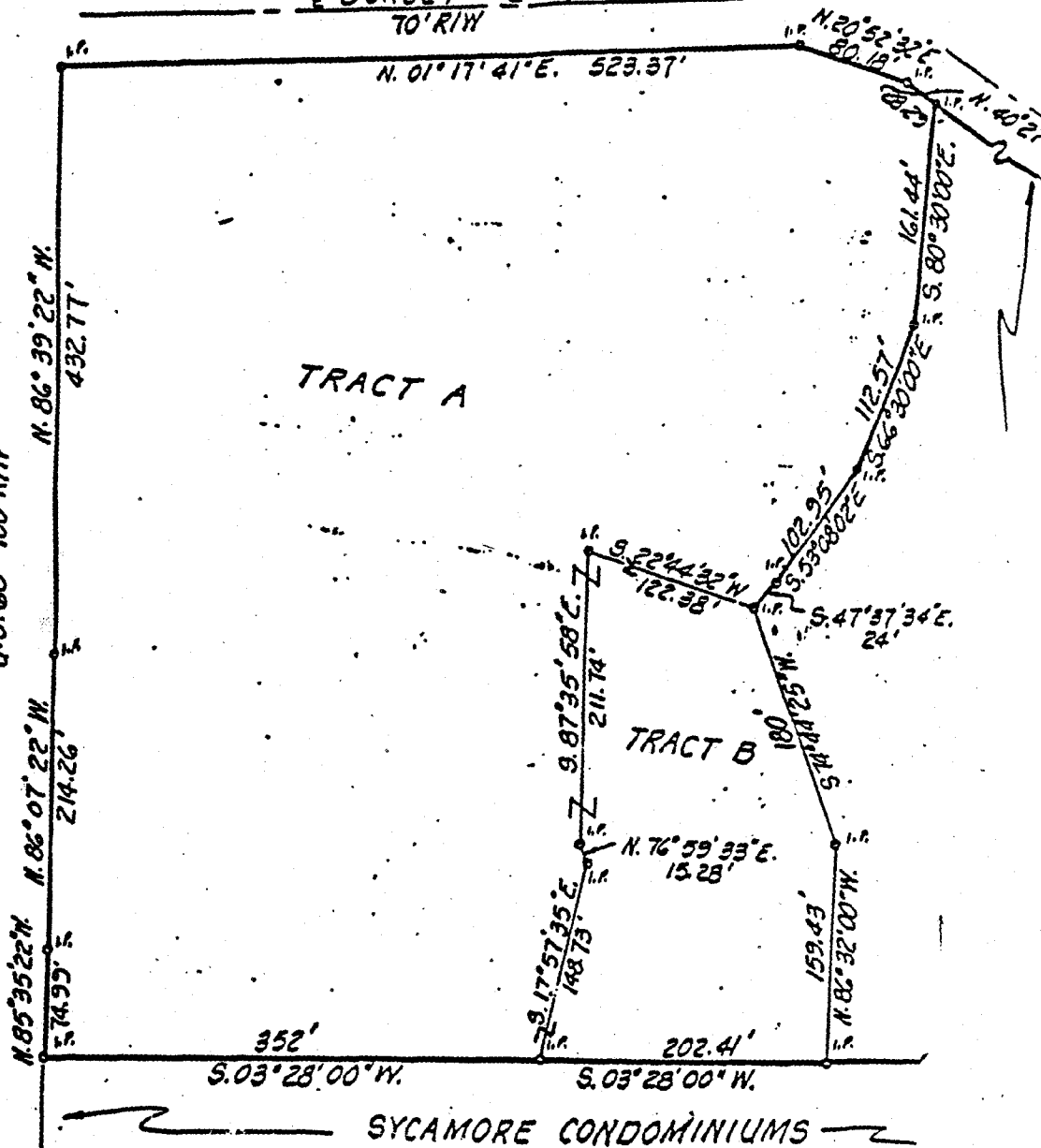
EXHIBIT "A"

BOOK 5435 PAGE



DORSEY LN. 7
TO RIW

SHELBYVILLE RD. 7
U.S. 60 100' RIW



I hereby certify that the survey for this plan was made under my supervision and that the angular and linear measurements as witnessed by monuments shown thereon are correct to the best of my knowledge and belief.



Approved this 31st day of July 1984
LOUISVILLE & JEFFERSON COUNTY PLANNING COMM.
Cynthia R. France

3441755
DEVELOPMENT PLANNING & ENGINEERING, INC.
13122 Alton Road, Lou., Ky.
Survey for DORSEY STATION
Lot No. CONDOMINIUMS
House No.

SECOND AMENDMENT TO MASTER DEED
FOR
DORSEY STATION CONDOMINIUMS

This is the Second Amendment to the Master Deed for Dorsey Station Condominiums. The original Master Deed (herein "Original Master Deed") is of Record in Deed Book 5291, Page 308 and Apartment Ownership Book 28, Pages 40-45 (Clerks File No. 319), and amended by the First Amendment to Master Deed (herein "First Amendment to Master Deed") of record in Deed Book 5435 Page 33 and Apartment Ownership Book 32 Page 9-13 (Clerk's File No. 379) in the Office of the Clerk of the County Court of Jefferson County, Kentucky, by L. H. F. Service Corporation, the Successor Developer. The undersigned constitute a majority of the unit owners in Dorsey Station Condominiums.

The purpose of this Amendment is to ratify and confirm the First Amendment to Master Deed and to provide for a definition of "single-family residential purposes" as that phrase appears in Section G Paragraph 1 on Page 11 of the Master Deed.

In accordance with the above objectives the Master Deed is amended in accordance with the provisions of Section W thereof in the following manner.

1. The undersigned, constituting a majority of the unit owners in Dorsey Station Condominiums hereby ratify and confirm the First Amendment to the Master Deed.
2. Paragraph 1 of Section G on Page 11 of the Original Master Deed is amended to read as follows:

"1. The Unit shall be used only for single-family residential purposes, which shall prohibit any commercial use of the units, provided however, the units may be used as time sharing or interval ownership permitting occupancy for single-family residential purposes for a proscribed weekly period, shall not be subdivided, 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 rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units and the Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Units as models or sale offices, but use of a unit as a sale office shall cease 24 months after 90% of the units have been sold by Developer."

3. All other provisions of the Original Master Deed and First Amendment to Master Deed not inconsistent herewith remain in full force and affect.

Future Federal Savings and Loan Association, holder of a First and prior lien on the property described in the Master Deed, which mortgage appears of record in Mortgage Book 1988, Page 418 in the Office of the Clerk aforesaid joins herein solely for purpose of consenting and does hereby consent to the submission of the additional property and to this First Amendment of the Master Deed.

IN AFFIRMATION OF THE FOREGOING, witness the signatures of the Parties hereto on dates written below.

L. H. F. SERVICE CORPORATION

BY:

FUTURE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY:

William J. Etherton Unit 3A-6

Robert J. Starnes Unit 3A-

Ann M. Nutt Unit 2A-

Unit 2A-7

Unit 2A-

BOOK 5443 PAGE 542

[Signature] Unit No. 1A-6

[Signature] Unit No. 1A-6

John H. Allen Unit No. 1A-3

Mark A. Cate Unit No. 2B-6

[Signature] Unit No. 2A-4

[Signature] Unit No. 1A-2

Michael A. Perkins Unit No. 1C-2

[Signature] Unit No. 2A-5

Opal Sutterlin Unit No. 2B-2

[Signature] Unit No. 3B-7

[Signature] Unit No. 2A-1

Juni Brown Unit No. 1A-7

[Signature] Unit No. 2A-3 Unit No.

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by GENE C. KING as VICE-PRES. of L. H. F. Service Corporation, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.

My commission expires 27 Jan 1987.

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by J. LOUIS HAGAN as VICE-PRES. of Future Federal Savings and Loan Association, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.

My commission expires 27 Jan 1987.

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 9th day of August, 1984 by Wanda J. & Dorothy Ettinger, John Barnett, Patty Jackson, Garry B. & Tina A. Northcutt, Roger Lawton, Jean & Christine Allen, J.B. & Chris Egan, Nicholas S. Perkins, C. & Opal Sutterlin, George T. Sutterlin, Robert H. & Donna S. McChane, Dorothy R. & William J. Sutterlin Jr., Mark A. Cate, W. & Dorothy Talbot, William T. Sutterlin Jr., Don Russell, Juni Brown.

Witness my signature this 9th day of August, 1984.

My commission expires JANUARY 17, 1988.

[Signature]
Notary Public, Jefferson County, Kentucky

THIS INSTRUMENT PREPARED BY:

C. L. Hurt

BOOK 5443 PAGE 542

BOOK 5443 PAGE 542

[Signature] Unit No. 1A-6

[Signature] Unit No. 1A-6

John H. Allen Unit No. 1A-3

Mark A. Cate Unit No. 2B-6

[Signature] Unit No. 2A-4

[Signature] Unit No. 1A-2

Michael A. Perkins Unit No. 1C-2

[Signature] Unit No. 2A-5

Opal Sutterlin Unit No. 2B-2

[Signature] Unit No. 3B-7

[Signature] Unit No. 2A-1

Juni Brown Unit No. 1A-7

[Signature] Unit No. 2A-3 Unit No.

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by GENE C. KING as VICE-PRES. of L. H. F. Service Corporation, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.

My commission expires 27 Jan 1987.

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August, 1984 by J. LOUIS HAGAN as VICE-PRES. of Future Federal Savings and Loan Association, a Kentucky Corporation, on behalf of the Corporation.

Witness my signature this 10th day of August, 1984.

My commission expires 27 Jan 1987.

[Signature]
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this day of August, 1984 by William T. & Dorothy E. Starnes, John Barnett, Patty Jackson, Gene B. & Tina A. Northcutt, Roger Lawton, Jean & Christine Allen, J.B. & Celia B. B. B., Michael S. Perkins, C. & Opal Sutterlin, George T. Sutterlin, Robert H. & Doris S. McChane, Dorothy B. & William T. Starnes Jr., Mark A. Cate, W. & Dorothy Talbot, William T. Starnes Jr., Don Russell, Juni Brown.

Witness my signature this 9th day of August, 1984.

My commission expires JANUARY 17, 1988.

[Signature]
Notary Public, Jefferson County, Kentucky

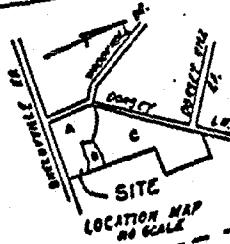
THIS INSTRUMENT PREPARED BY:

[Signature]

BOOK 5443 PAGE 542

EXHIBIT "A"

BOOK 5435 PAGE



DORSEY LN. 7
70' R/W

N. 01° 17' 41" E. 523.37'

N. 20° 52' 32" E. 80.15'
N. 40° 27' 12" E. 161.44'

S. 80° 30' 00" E. 112.57'
S. 66° 30' 00" E. 102.95'

TRACT A

TRACT B

S. 22° 44' 32" E. 122.38'
S. 47° 57' 34" E. 24.34'

N. 76° 59' 33" E. 13.28'

S. 17° 57' 35" E. 148.75'

S. 03° 28' 00" W. 202.41'

S. 03° 28' 00" W. 352'

SYCAMORE CONDOMINIUMS

I hereby certify that the survey for this plan was made under my supervision and that the angular and linear measurements as witnessed by monuments shown thereon are correct to the best of my knowledge and belief.



Approved this 3rd day of July 1984
LOUISVILLE & JEFFERSON COUNTY PLANNING COMM.
Cynthia R. Rana

DEVELOPMENT PLANNING & ENGINEERING, INC.
13122 Aiken Road, Lou, Ky.
Survey for DORSEY STATION CONDOMINIUMS
Lot No.

Donald A. Lorentz
Land Surveyor

**THIRD AMENDMENT TO MASTER DEED FOR DORSEY STATION
CONDOMINIUMS**

WHEREAS, Dorsey Station Condominiums was created by the recording of a Master Deed and Declaration of Condominium Property Regime of Dorsey Station Condominiums ("Master Deed"), which Master Deed is of record at Deed Book 5291, Page 308 in the office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the Master Deed has been amended twice by instruments of record in Deed Book 5435, Page 33, and Deed Book 5443, Page 541 in the office of the Clerk aforesaid; and

WHEREAS, according to Paragraph X of the Master Deed, which paragraph has not been modified or amended by either of the amendments mentioned above, the Master Deed may be amended by the unit owners to which 51% of the common elements are appurtenant; and

WHEREAS, the owners to which 51% of the common elements are appurtenant wish to amend the Master Deed in accordance with paragraph X of the Master Deed to place certain restrictions on the rental of units in the condominium;

NOW, THEREFORE, in accordance with Paragraph X of the Master Deed, the unit owners whose names and signatures appear at the end of this instrument hereby amend the Master Deed to include a new paragraph AA, which reads as follows:

"Effective June 1, 2003, no unit may be leased or rented and no unit may be occupied by a tenant or other person who pays rent to the owner(s), unless (a) the owner(s) held legal title to the unit prior to May 1, 2003, and the unit was used for rental purposes prior to and as of June 1, 2003, or (b) the owner(s) of any unit not previously or currently rented have used the unit as their principal residence for a period of eighteen (18) months prior to using said property for rental purposes. The term "principal residence" shall mean actually occupying the unit for at least nine months out of the year and designating said unit as the owner(s)' principal residence for federal income tax purposes. No unit (including those eligible to be leased or rented under the test set forth above) may be leased or rented, and no unit may be occupied by a tenant or other person who pays rent

to the owner, unless the owner first provides the Council of Co-Owners with a completed rental information form, which form should be adopted by the Board of Directors of the Council. The completed rental information form shall be presented by the unit owner to the officers of the Council of Co-Owners for proof of compliance with this amendment. Each rental information form shall be held in total privacy by the Council of Co-Owners.

IN TESTIMONY WHEREOF, witness the signatures of the unit owners holding at least 51 % of the common elements.

BOOK 00548 00210

ARTICLES OF INCORPORATION
OF

RECEIVED & FILED
\$52.00
99 SEP 27 AM 11:40

DORSEY STATION CONDOMINIUM ASSOCIATION, INC. SHOWN III
Jr. SECRETARY OF STATE
COMM. OF KENTUCKY

BY JD

I, the undersigned natural person, having capacity to contract and acting as incorporator of a corporation under the Kentucky Business Corporation Act, hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

The name of the Corporation is DORSEY STATION CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which the Corporation may be incorporated under the Kentucky Business Corporation Act, pursuant to KRS 271B. et seq.

ARTICLE IV

The Corporation is authorized to issue an aggregate of one thousand (1000) shares, divided into one class. The designation of

each class, the number of shares of each class, or a statement that the shares of any class are without par value, are as follows:

<u>Class</u>	<u>Number of Shares</u>	<u>Par value per share or statement that shares are without par value</u>
Common	1000	No Par

ARTICLE V

The personal liability of directors to the Corporation and its shareholders is eliminated or limited to the greatest extent permitted by KRS 271B.2-020 (2) (d).

ARTICLE VI

The Corporation elects not to have preemptive rights.

ARTICLE VII

Restrictions on the transfer of shares of the corporation do exist as set forth in its Minutes and Bylaws.

ARTICLE VIII

The address of the registered office of the Corporation is 6000 Brownsboro Park Boulevard, Suite H, Louisville, Kentucky 40207, and the name of the registered agent is Dennis J. Stilger. The address of the principal office of the Corporation is 2008 Highland Avenue, Louisville, Kentucky 40204.

ARTICLE IX

The number of directors constituting the initial Board of Directors of the Corporation is five (5), and the name and address of the persons who are to serve as Directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Charlotte Lindley, 10332 Keystone Trace, Louisville, KY, 40223

James Brown, 10429 Shelbyville Road, Louisville, KY, 40223

Ellen Grieb, 10445 Ghentwood Row, Louisville, Ky, 40223

Vanessa Parker, 123 Dorsey Station Rd., Louisville, KY, 40223

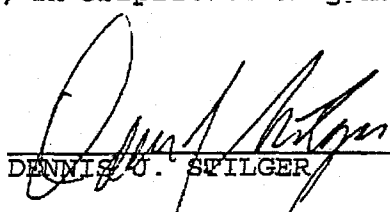
Marno Gerow, 10336 Keystone Trace, Louisville, KY, 40223

ARTICLE X

The name and address of the incorporator and the number of shares subscribed by him are as follows:

<u>NAME</u>	<u>NUMBER OF SHARES</u>	<u>ADDRESS</u>
Dennis J. Stilger	0	6000 Brownsboro Park Blvd. Suite H Louisville, Kentucky 40207

IN WITNESS WHEREOF, I have made, signed and acknowledged these Articles of Incorporation, in triplicate originals, this 2nd day of September, 1999.


DENNIS J. STILGER

BOOK 00548/00213

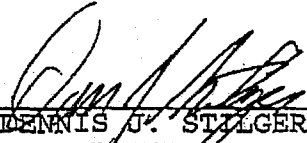
STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, a Notary Public, in and for said State and County, do hereby certify that this foregoing Articles of Incorporation was this day produced to me in said State and County by Dennis J. Stilger, party thereto, and was acknowledged by him to be his act and deed.

Witness my hand this 23rd day of September, 1999.

Joan M. Naur
NOTARY PUBLIC, STATE AT LARGE, KY
My commission expires: 7-14-2002

INSTRUMENT PREPARED BY:


DENNIS J. STILGER
6000 BROWNSBORO PARK BOULEVARD
SUITE H
LOUISVILLE, KENTUCKY 40207
(502) 893-8557
(502) 894-9503 FAX

Document No.: DN1999161239
Lodged By: STILGER
Recorded On: 09/30/1999 08:49:37
Total Fees: 11.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: TERHIS

END OF DOCUMENT