BOOK 5305 PAGE 233

MASTER DEED

AND

DECLARATION

OF

CONDOMINIUM PROPERTY REGIME

FOR

DUPONT NORTH CONDOMINIUMS

Michael —
As Requested
8/12/02

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MASTER DEED

FOR

DUPONT NORTH CONDOMINIUMS

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MASTER DEED

FOR

DUPONT NORTH CONDOMINIUMS

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THIS DECLARATION, made and entered into this 17th day of August, 1982, by MILLER KIMBROUGH, JR., and FRANK R. METTS, CO-TRUSTEES; and FRANK R. METTS and LOIS J. METTS, his wife, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS the Developer is the owner in fee simple of real estate hereinafter described, located in Jefferson County, Kentucky; and,

WHEREAS Developer desires to and does hereby submit and subject such real estate, together with the buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging to or in anywise pertaining thereto, to the provisions of the Kentucky Horizontal Property Law, KRS 381.805 through .910 and as amended; and,

WHEREAS Developer desires to establish certain rights and easements in, over, and upon said real estate for the benefit of itself and all future owners of any part of said real estate and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the property; and,

WHEREAS Developer desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property,

NOW, THEREFORE, Developer declares as follows:

1. Legal Description of Land and Definitions.

The real property which is hereby submitted and subjected to the provisions of the Horizontal Property Law of Kentucky, and as amended, is legally described as follows:

> Being Tract 1, consisting of 2.53 acres lying on the Northeasterly side of Dupont Road, all as shown on the approved plat attached to instrument dated July 28, 1982, of record in Deed Book 5303, Page 465, in the Office of the County Clerk of Jefferson County, Kentucky;
>
> Being part of the same property conveyed to Developer by deed dated June 29, 1972, of record in Deed Book 4530, Page 355, and deeds dated July 28, 1982, of record in Deed Book 5301, Page 552, and in Deed Book 5301, Page 556, all in the Office aforesaid.

Said real estate is delineated on a plat or survey recorded herewith and which, by reference thereto, is made a part hereof.

Said real estate and all improvements thereof and appurtenances thereto shall be known as "Dupont North Condominiums".

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the condominium property law as amended: "unit", "condominium", "Master Deed", "general common elements", "limited common elements", "common expenses", "person", and "property".

2. Description of Buildings.

Dupont North Condominiums consist of three (3) buildings and are fully described in a set of floor plans filed simultaneously with the recording hereof, pursuant to KRS 381.835 (2), and by reference thereto made a part of this Master Deed. Said buildings are constructed of the following principal materials: concrete, wood frame, steel, and brick veneer.

3. Units.

(a) The unit numbers of each of the units in said buildings are fully set forth on the floor plans attached hereto and are as follows:

Building 1: Units 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10;

Building 2: Unit 11; and

Building 3: Unit 12.

Building 3, Unit 12, is subject to an outstanding Lease dated December 1, 1972, between Frank Metts and Louis T. Roth & Co., a Kentucky partnership.

(b) The locations, approximate areas, and immediate common areas to which each unit has access are set forth in said floor plans. The legal description of each unit shall consist of its number as aforesaid, followed by the words "a

condominium unit, in Dupont North Condominiums". Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated, finished surfaces of the ceiling, floor, and perimeter walls of such unit, as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said unit as shown by said plat or by otherwise referred to herein. Buildings 2 and 3, Units 11 and 12, have different limited common elements from that of Building 1 and the units therein, and shall be treated differently as to common expenses, the care and maintenance of its unit, and its limited common area.

(c) The total area of land within the regime is 110,206.80 square feet, and the area of land covered by Buildings 1, 2, and 3 is 30,432.24 square feet.

4. Description of Common Elements.

The general common elements shall consist of all property (as hereinafter defined) excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include, but not be limited to, the land and any improvements and fixtures attached thereto, and, where existing entrances and exits, refuse areas, roofs, pipes, ducts, electrical wiring and conduits, public utility lines (including utility service lines to the units), floors and ceilings other than the interior surfaces thereof located within the units, perimeter walls of the units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walks and outside driveways and parking areas, landscaping, and all other portions of the property except the individual units and any limited common elements attached thereto, or hereinafter described. Structural columns and load-bearing walls

located within the boundary of the unit shall be part of the general common elements. Common elements shall include tangible, personal property used for the maintenance and operation of said horizontal property regime even though owned by the Council hereinafter described.

The term "property" as used in this Master Deed means all of the land, property, and space comprising the real estate described in paragraph 1 hereof and all improvements and structures erected, constructed, or contained therein or thereon, including the buildings, and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the property owners.

5. Definition and Description of Limited Common Elements.

"Limited common elements" means and includes those common elements which are specifically reserved for the use of a certain unit or a specifically designated number of units to the exclusion of other units, including but not limited to the following which are specifically reserved for a unit or a number of units: Building 2 shall contain one single unit, and the limited common elements shall include the entire building. Building 3 contains one single unit, and the limited common elements shall include the entire building. All upkeep, repair, and maintenance shall be the expense of each unit owner. Common expenses involving these units are set forth in paragraph 7 herein.

For all other units within the regime, the following shall apply:

(a) Interior undecorated surfaces of each unit's perimeter walls, ceiling, and floors.

(b) Entrances and exits to the specific units. (The exterior of all entrances and exits are to be commonly maintained.)

(c) Heating and air-conditioning units within the mechanical rooms.

(d) Utility service facilities within the unit.

(e) Lobby space and restrooms which serve only specific units and which are to be maintained by the unit owners.

(f) Windows and window frames.

(g) Such other limited common elements which are agreed upon by the Council, Board, or Developer, to be reserved for the use of the particular unit as well as any other common elements, elsewhere designated in this Master Deed or on the plats attached hereto. All expenses of maintaining and repairing the limited common elements shall be paid by the unit owners benefited thereby.

6. Percentage Interests.

(a) Unless otherwise stated herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as follows: BASED ON TOTAL 30,432.24

Building #	Unit #		Percentage Interest
1	1	2318.63	7.619 %
	2	1573.96	5.172 %
	3	598.60	1.967 %
	4	5795.21	19.043 %
	5	1088.87	3.578 %
	6	717.90	2.359 %
	7	1855.74	6.098 %
	8	3357.28	11.032 %
	9	2986.42	9.814 %
	10	1971.40	6.478 %
2	11	5750.78	18.897 %

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Building #	Unit #	Percentage Interest
3	12 2417.23	7.943 %
	Total Percentage	100.000 %

(b) Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all other unit owners, and except as otherwise limited in this Master Deed shall have the right to use and occupy the common elements for all purposes incidental to the use and occupancy of a unit as an office or a commercial purpose (excepting financial and drugstore and apothecary businesses) and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to the common elements, no unit owner shall use any common element in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) No unit shall by deed, plat, court decree, or otherwise, be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the floor plans.

(d) The term "unit" as used herein and throughout this Master Deed shall mean a unit as defined in KRS 381.810 (1), together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

7. Common Expenses.

"Common expenses" means all charges, costs, and expenses incurred by the Council, the Board, and/or the managing agent, for and in connection with the operation and administration of the regime.

(a) Owners of all units in Buildings 1, 2, and 3 (unless otherwise stated herein) shall be assessed for common expenses, which shall include those for repair and maintenance of the structural part of the building, roofs, equipment, and ground maintenance and repair; all costs for electricity, landscaping, and other utility charges to the units, insurance premiums for Building 1, and janitorial services, garbage removal, painting of the common elements, asphalt and concrete repair and replacement, costs of project material, supplies, equipment and tools, management fees, legal fees, maintenance and repair of the access easement, accounting and engineering fees, repairs and replacements of common elements, utility lines and equipment, and repayment of any loans obtained to pay for any common expenses and the establishment of reserves to be maintained to cover future replacement costs and contingencies.

(b) Notwithstanding anything to the contrary, the owners of units in Buildings 2 and 3 shall be assessed and charged individually, and only for their landscaping, water for Building 2, sewer charges and general parking area, access easements, maintenance, repair, replacement, and equipment for same. In addition, the owners of units in Buildings 2 and 3 shall also pay for any management fees, legal fees, and accounting and engineering fees that may directly benefit the unit owners; and the maintenance fee for these services performed shall be on a prorata basis which shall be initially set by the Developer and thereafter by the

Board. All other assessments made in the future for the general benefit of the regime shall be based upon the percentage interests.

8. Unpaid Common Expenses Constitute a Lien.

All sums assessed for common expenses or maintenance fees shall constitute a lien on the units, prior to all other liens except liens for ad valorem taxes and assessments lawfully imposed by governmental authorities against such units and a lien of any first mortgage holder. Such lien may be enforced by legal action by the Council or the Board and/or its administrator or managing agent, acting on behalf of the Council in like manner as a mortgage of real property, provided that a thirty-day written notice of intention to sue to enforce the lien shall have been mailed postage-prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing the same.

Anything to the contrary contained in this Master Deed or in the bylaws of the Council notwithstanding, until the Developer's transfer of control and management the Developer shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses or reserve or contingency accounts or other regime assessments, and the units owned by the Developer prior to Developer's transfer of control shall not be subject to any lien therefor, and Developer shall not have any liabilities of the unit owner. The Developer shall, however, until Developer's transfer of control, be responsible for the maintenance costs of the regime in accordance with the Developer's own good faith determination incurred

over and above assessments or amounts paid by unit owners for common expenses and other appropriate charges until the time specified in paragraph 14.

9. Administration of the Regime.

(a) 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 provisions of the Kentucky condominium property law, this Declaration, the bylaws of the Council, and all regime rules and regulations adopted by the Board of Directors.

(b) Board of Administration.

Administration of the regime shall be conducted for the Council by a board of directors (initially the Developer), who shall be chosen by the Council in accordance with the bylaws. Said board shall be authorized to delegate the administration of its duties and powers to a managing agent or administrator employed for that purpose by the board.

10. Purpose.

The buildings and the units therein are intended for and restricted exclusively for office and commercial purposes (except no commercial enterprise shall be conducted having a financial or drugstore or apothecary character). The use and occupancy thereof shall be no greater than the permitted usages under the zoning classification from time to time. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in paragraph 15 hereof.

11. Damage or Destruction.

(a) Owners of units in Buildings 2 and 3 shall acquire and be responsible for their own fire, casualty, and liability insurance, which liability policy shall name the Council of Co-Owners as an additional insured, and shall do so at their own expense; however, with respect to all other units the Council of Co-Owners, acting by and through its Board, shall acquire full replacement value insurance protection for the regime, including, but not exclusively, casualty, liability, and employee workers' compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own behalf and for their own benefit. The premiums on such insurance shall be considered a common expense, including only workers' compensation for Buildings 2 and 3, enforceable under lien right; provided that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use.

In case of fire or other destruction or damage to Building 1, and the regime's insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost or added cost shall be considered a common expense to Building 1 only and the Council, by a majority vote, shall pay same or shall be authorized to borrow funds therefor and to amortize the repayment of same over a time not exceeding a reasonable life of the reconstruction or repairs.

In the event of fire or damage, reconstruction and repairs of Building 1 shall be mandatory regardless of the nature and extent of damages; and reconstruction and repairs shall be made to follow and conform as closely as possible to the original basic architectural design of Dupont North Condominiums, and any mortgage existing prior to damage to the property shall attach to and be continuing

on the reconstructed property. All insurance proceeds resulting in said damage or destruction, payable to unit owners and first mortgagees (as their interest may appear) shall be deemed assigned to the Board (representing the Council of Co-Owners), which shall immediately deposit all proceeds into a trust account with an insured thrift institution selected by the Board. Said trust account shall be entitled "Dupont North Condominiums, Trust Account for Repairs and Reconstruction". The Board, with qualified supervision, shall oversee all repairs and reconstruction. Disbursement shall be made from said trust account as repairs and reconstruction are made only with the approval of the majority of the Board and using standard construction disbursement procedures.

(b) Should either or both buildings (Buildings 2 and 3) suffer fire or other extensive damages, repairs and reconstruction are not mandatory but action regarding same shall be governed by the following:

(i) The unit owner shall notify the Board within thirty (30) days after the date of damage of the intent whether or not he wishes to rebuild or repair.

(ii) If election is made to repair or rebuild, the unit owner shall promptly do so following the original design and plans existing prior to the damage, to be fully completed within six (6) months, weather permitting. Failure to complete timely shall give the Board the right to declare the election void and entitle the Board to commence demolition as elsewhere herein provided upon thirty-days' written notice to the owner as per the condominium ownership records.

(iii) If election is made not to repair or reconstruct, the unit owner shall promptly remove at his cost all structural remains of the building and debris and shall execute a deed in favor of the Council of Co-Owners conveying all interest in the condominium property, and he shall have no further interest, duties, or obligation therein or thereof, except for accrued maintenance fees or unpaid assessments. The Board shall then readjust the percentage interests of the regime and record such adjustment as an amendment to this Master Deed.

(iv) If repairs or reconstruction are not made promptly and the notice of intent is not given to the Board, the Council may designate qualified parties to demolish and clear the area, all at the cost of the unit owner. Should the deed referred to above be unobtainable, an action may be brought to seek compliance with paragraph 11 (b) (iii) hereof.

12. Easements and Encroachments.

(a) Dupont North Condominiums shall have the right to use the common access as described in Deed Book 5303, Page 465, in the Office of the County Clerk of Jefferson County, Kentucky, and shall contribute fifty (50%) percent of the maintenance and repairs of a driveway and driveway entrances. In addition, Dupont North Condominiums shall pay its proportionate share of the maintenance and repair of a private sewer and drain line referred to in the deed above mentioned.

(b) Easements are further declared reserved and granted for utility purposes including but not limiting the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable TV lines and equipment, and electrical conduits and wires and equipment over, under, along, and on any part of the common elements as they exist on the date of the recording hereof; and a permanent power of attorney is hereby granted to the Council of Co-Owners and/or its Board to grant any such easement when required.

(c) In the event that, by reason of construction, reconstruction, settlement or shifting of the building or buildings, or the design of construction, any part of the unit or units or any part of the common elements encroaches or shall hereafter encroach upon any part of any other unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common element, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurs due to the wilful conduct of said owner or owners. In addition to the foregoing, it is expressly understood that an easement for support is included in this section of the Master Deed. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and any owner, purchaser, mortgagee, and other person having any interest in said land or any part or portion thereof.

(d) The respective deeds of conveyance or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as if those such easements and rights were recited fully and set forth in their entirety in such documents.

13. Sale of Units.

(a) Any unit owner other than Developer or a mortgagee of a unit who has acquired title thereto in lieu of or through foreclosure, who wishes to sell his or her unit, shall give to the Council of Co-Owners and all of the unit owners no less than fifteen days' prior written notice of any such sale, either by first class mail or by hand delivery, setting forth in detail the terms of any contemplated sale. Said notice shall specify the name and address of the proposed purchaser. The Council shall have the first right and option to purchase such unit upon the same terms and said option shall be exercisable only during such period of fifteen (15) days. In the event the Council does not wish to exercise its right and option to purchase, the remaining unit owners shall have the right to purchase said unit upon the same terms as set forth in such sale and within the same fifteen-day period. In the event more than one unit owner desires to purchase, the highest or best offer will prevail. At the expiration of said fifteen-day period, if said options have not been exercised, the owner of such unit will be able to contract to sell such unit to the proposed purchaser named in such notice upon the terms specified therein.

(b) In the event that any unit owner defaults in the payment of any moneys required to be paid under the provisions of any mortgage, the Council shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided herein.

(c) The Council shall not exercise the option to purchase any unit without written consent of seventy-five (75%) percent of all unit owners. The Council,

through its duly authorized representative, may bid to purchase at any auction or sale the unit or interest therein of any unit owner, deceased or living, which sale is held pursuant to an order or direction of a court but only with the prior written consent of seventy-five (75%) percent of the unit owners, and which consent shall set forth a maximum price which the Council is authorized to bid and pay for such unit or an interest therein.

(d) If the Council or the other unit owners do not exercise the options contained in this paragraph, said options may be deemed to be released and waived, and the unit or interest therein which is subject to the options set forth in this paragraph may be sold and conveyed, free and clear of the provisions of this paragraph.

(e) A certificate executed by the president or a majority of the Board of Directors of the Council, stating that the provisions of this paragraph as herein set forth have been met by a unit owner or duly waived by the Council and that the rights of the Council hereunder have terminated, shall be conclusive upon the Council and the unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired.

(f) The terms of this paragraph hereinabove contained shall not be applicable to the transfer by gift, testate or intestate succession, or by operation of law, or to the sale of an interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants or by joint survivorship.

(g) Where title to any unit is held by a trust, the assignment, sale, conveyance, or other transfer by a beneficiary of such trust of his or her beneficial

interest, it shall be deemed an assignment, sale, conveyance, or other transfer of the unit owned by such trust.

(h) Where title to any unit is held by a corporation or a partnership, the transfer of fifty (50%) percent or more of the issued and outstanding shares of such corporation or fifty (50%) percent or more of the interests in such partnership, it shall be deemed a transfer of the unit owned by such corporation or partnership.

(i) The terms of this paragraph hereinabove contained shall not be applicable to the sale and conveyance of a unit by any mortgagee if such mortgagee shall acquire title to such unit by foreclosure of a mortgage on the property or any deed in lieu thereof.

(j) Acquisition of any units or interests therein, under the provisions of this paragraph, shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common elements as set forth in paragraph 6 bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien on each such unit and may be foreclosed in like manner as a mortgage. The Council may borrow money to finance the acquisition of a unit or interest therein, which said acquisition is authorized by this paragraph, provided, however, that no financing may be secured by an encumbrance of any portion of the property other than the unit or interest therein to be acquired.

(k) Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Council or such other nominee or entity as it shall designate for the use and benefit of all the unit owners in the same

proportion that the Council could levy a special assessment under the terms of subparagraph (j) hereinabove. Said units or interests therein shall be sold or leased by the Council for the benefit of the unit owners upon such price and terms as the Council shall determine. All proceeds of such sale and/or leasing shall be deposited into the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Council may determine.

14. Bylaws.

The bylaws of Dupont North Condominiums shall be adopted and exercised initially by the Developer in order to develop same into a condominium office and commercial regime and to assure the placing of a council on a sound basis for the protection of all owners in this condominium regime.

Subsequently the administration of a regime shall be governed by these bylaws, which may be amended from time to time by amendment procedures hereinafter set forth.

The above paragraph and anything to the contrary notwithstanding, the administration and control of the regime and the property, including but not limited to the adoption and amendment of the bylaws, adoption of regime rules, assessment of common expenses, and all other rights relating to the governing, managing, and administration of the regime and the property and all rights and powers which would otherwise be vested in the Council or Board, shall all be vested in the Developer alone until eight (8) of the units have been sold, transferred, and recorded, or twenty-four (24) months after the date of the filing of this Master Deed, whichever first occurs. Until that time the Developer shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Developer upon acceptance of a deed to a unit, all unit

owners agreeing to such administration by the Developer in accepting unit conveyances.

15. Use and Occupancy of Units and Common Areas and Facilities. The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than office and commercial purposes and the related common purposes for which the property has been designated and permitted under its present zoning classification.

(b) No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Developer and/or the Board.

(c) There shall be no obstruction of the common elements, nor shall anything be stored or kept in or on the common elements without the prior consent of the Board or Developer. Each unit owner is obligated to maintain and keep his or her unit in good clean order and repair.

(d) Nothing shall be done or kept in any unit or on the common elements which would increase the rate of insurance on the buildings or contents thereof applicable for office and commercial use, without the prior consent of the Board or Developer. No unit owner shall permit anything to be done or kept in his or her unit or in the common elements or limited common elements which will result in the cancellation of the insurance on the buildings or contents thereof contents thereof which would be in violation of any law. No waste shall be committed in or on the common elements. No waste shall be committed in or o. the

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings, and no sign or signs or lettering, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, or roof, or any part thereof, without the prior written consent of the Developer and/or the Board.

(f) No animal or animals of whatever nature shall be kept in any unit or upon any part of the common elements.

(g) No noxious or offensive activities shall be carried on in any unit or common elements, nor shall anything be done therein or thereon, either wilfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants or constitute waste at common law.

(h) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the buildings except as otherwise provided herein.

(i) No personal property or other article shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

(j) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements except upon written consent of the Developer and/or the Board.

(k) No trailer, boat, motorcycle, or any recreational vehicle shall be kept on the premises at any time without the express written consent and permission of the Board and/or Developer, nor shall they be parked on the premises except for a

routine customer doing business for such a period of time as is necessary.

(l) Other rules and regulations may be made by the Developer and/or the Board as to the usage of the units.

16. Eminent Domain.

The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire unit by eminent domain, the owner of such unit and his mortgagee, as their interests may appear, shall be entitled to receive the award for such unit taken and, after acceptance thereof, the unit owner shall be divested of all interest in the regime and property. 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 on behalf of such owner. In that event the Council shall rebuild the unit as is necessary to make it commercially habitable and remit the balance, if any, of the condemnation proceeds pertinent to such unit to the unit owner and his mortgagee(s), as their interests may appear.

(b) If there is any taking of any portion of the property other than any unit, the condemnation proceeds relative to such taking shall be paid to the Council and/or mortgagee holding a mortgage against the portion taken, as their interests appear. The affirmative vote of more than seventy-five (75%) percent of the co-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 co-owners in accordance with their respective percentages of common interests.

(c) In the event the regime continues after taking by eminent domain, then the remaining portion of the regime shall be re-surveyed and the Master Deed amended accordingly by the Board on behalf of the Council; 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 co-owners based upon the percentage of the floor area of each individual unit of the remaining floor area of the whole property.

17. Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, or contained in the condominium property law, shall give the Board the right, in addition to any other right provided for in this Master Deed:

(a) After reasonable notice, unless it immediately affects the health, safety, or welfare of persons or other units, to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner, either by his or her own conduct, or by the conduct of any other occupant of his or her unit, shall violate any of the covenants of this Master Deed or the regulations adopted by the Council, and such

violation shall continue for a period of thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Council shall have the power to issue to the defaulting unit owner a ten-day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use, or control his or her unit; and thereupon an action may be filed by the Council against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants, or, in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use, or control the unit on account of the breach of covenant and ordering that all of the right, title, and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge the court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceedings and sale; and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after the satisfaction of such charges and any unpaid assessments hereunder or any lien shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession; and it shall be a condition of any sale, and the decree shall so provide,

that the purchaser shall take the interest in the property sold, subject to this Master Deed and its bylaws.

18. Entry by Council.

The Council or its agents or employees may enter any unit when necessary in connection with any painting, maintenance, or reconstruction for which the Council is responsible or which the Council has the right or duty to do. Such entry shall be at reasonable hours and with prior notice and shall be made with as little inconvenience to the unit owners as practicable; and any damage caused thereby shall be repaired by the Council at the expense of the maintenance fund. In cases of emergency, entry may be made without notice.

19. Grantees.

Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens, and charges, and jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the condominium property law, as at any time amended; and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such owners in like manner as though the provisions in this Master Deed were recited and stipulated at length in each and every deed of conveyance.

20. Incorporation.

(a) Developer has caused or will cause the formation of a Kentucky not-for-profit corporation known as "Dupont North Condominiums Council of Co-

Owners, Inc.", to act as the council of co-owners as defined in KRS 381.810 (4 and 5) and governing body for all unit owners in the administration and operation of the property.

(b) Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such member of his or her unit, at which time the new unit owners shall automatically become a member therein.

21. Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

22. Notices.

Notices required or permitted to be given to the Council, the Board, or any unit owner may be delivered to any officer of the Council, member of the Board, or such unit owner at his or her unit.

23. Amendments.

(a) If, during the conversion period or before a total of seventy-five (75%) percent of the units have been sold, conveyed, and recorded, it is found that an error exists on the part of the draftsman of this instrument or on the part of the engineer or surveyor, an amendment setting forth the error and correction may be filed by the Developer without the consent of any party hereto and shall become a part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) The provisions of this Master Deed may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or

modification, signed and acknowledged by owners of seventy-five (75%) percent of all units and seventy-five (75%) percent of all first mortgagees having bonafide liens of record against the units. The bylaws, unless otherwise provided, shall be amended, changed, or modified only by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by owners of at least sixty (60%) percent of all units.

(c) Any amendment, change, or modification to this Master Deed shall conform to the provisions of the condominium property law and shall be effective upon recordation thereof. Bylaws and any amendments thereto need not be recorded.

24. Severability.

The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity or enforceability of the rest of this Master Deed; and all of the terms hereof are hereby declared to be severable.

25. Construction.

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of an office and commercial condominium project.

DUTCHMANS LANE 80' R/W

DUPONT ROAD 60' R/W

LEGAL DESCRIPTION

OWNERS CERTIFICATE

SITE

SURVEYORS CERTIFICATE

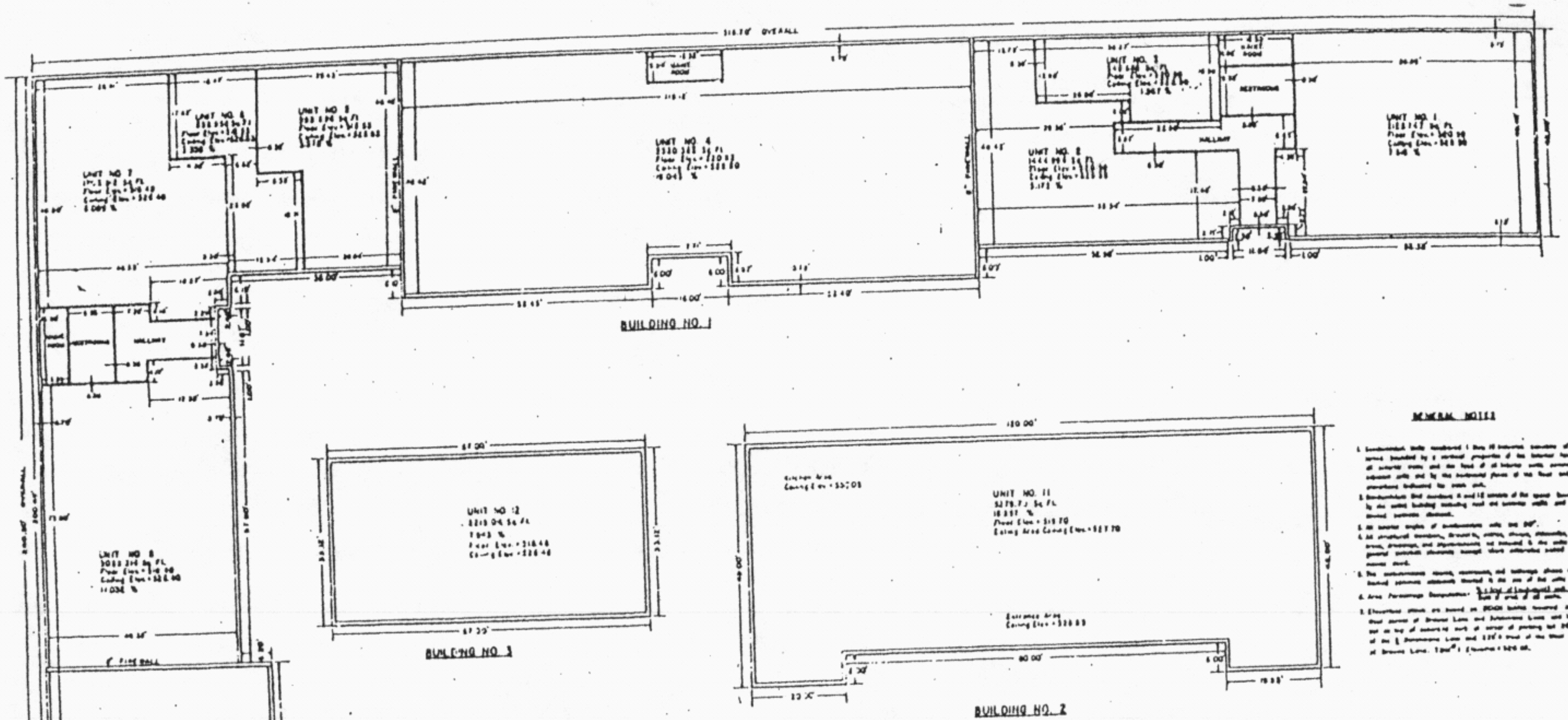
PLAT
OF
DUPONT NORTH CONDOMINIUM

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 18th day of August, 1982, by FRANK R. METTS and LOIS J. METTS, his wife.

Pamela H. Caine Westerhofer
Notary Public
Jefferson County, Kentucky
My commission expires
Feb. 3, 1984.

This instrument was prepared by
Arthur W. Howard, Attorney,
237 South Fifth Street, Louisville,
Kentucky 40202.
Arthur W. Howard



Unit 1 = 2128.747
Unit 2 1445.056
Unit 3 549.580

UNIT 4 5320.614
UNIT 5 999.693
UNIT 6 659.105
UNIT 7 1703.781

PLAT OF
DUPONT NORTH CONDOMINIUM
TRUSTEE: FRANK METTS, ET AL
RILEY, PARK, HAYDEN & ASSOC.

UNIT 8 3082.341
UNIT 9 2742.032
UNIT 10 1809.953
UNIT 11 5279.822

Reskins 929.816