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MASTER DEED  
FOR  
BROOKLEY PLACE, LLC

BROOKLEY PLACE, LLC, a Kentucky Corporation, 7301 Fegenbush Lane, Louisville, Kentucky 40228-1171, hereafter referred to as the Developer, on the 1<sup>st</sup> day of December, 2003, submits the herein described property to the condominium form of ownership and use in the manner provided by the Kentucky Horizontal Property Law as set out in KRS 381.805 through 381.910, as amended. The property is located in Jefferson County, Kentucky and is more particularly described as follows:

Being Tract 1, as shown on Minor Subdivision Plat, approved by the Louisville and Jefferson County Planning Commission, on February 12, 2001 and attached to instrument recorded in Deed Book 7607, Page 170 in the office of the County Clerk of Jefferson County, Kentucky, together with rights of ingress and egress over and on "Brookley Drive" and the right to access utilities through the 50 feet utility easement shown on the aforementioned Plat.

Being the same property conveyed to Brookley Place, LLC by Deed dated March 9, 2001, and recorded in Deed Book 7607, Page 170, in the Office of the Clerk aforesaid.

In order to create a Condominium Project consisting of the property described above and the improvements thereon (the "Project"), to be known as Brookley Place, the Developer hereby submits this property and all the Developer's interest therein to a horizontal property regime and in furtherance thereof, the Developer makes the following declarations regarding divisions,

limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to this Declaration. The provisions of this Master Deed constitute covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Project.

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

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

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

(a) The land in fee simple described hereinabove;

(b) The foundations, main walls, roofs and entrances and exits or communication ways;

(c) The grounds, landscaping, roadways, parking areas and walkways;

(d) The compartments or installations of central services such as power, gas, electric, sewerage, cable television, telephone, light, cold and hot water, reservoirs, water tanks and pumps, traffic control and the like;

(e) All other devices or installations existing for common use; and

(f) All other elements of the buildings and grounds rationally of common use or necessary to its existence, upkeep and safety.

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

(a) Entrances and exits to the unit;

(b) Utility service facilities serving a unit or several units;

(c) Any unenclosed patio located adjacent to a unit; and

(d) Windows and window frames for each unit.

4. "Unit" or "Condominium Unit" means the enclosed space consisting of one or more rooms occupying one or more floors to include attached garages, in a building having direct access to the Common Elements, as shown on the plans of the Project recorded herewith or to be recorded under Section B of this Declaration. Screened or glassed-in patios and porches, if any, are part of the Unit. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment, electrical facilities, hot water heater, telephone, cable television, window panes, dishwasher

and other equipment located within or connected to said Unit for the purpose of serving same are a part of the Unit. Provided, however, any interior load bearing wall of a Unit shall be considered a General Common Element.

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

E. Description of Units. The Project is hereby initially divided into 12 units, and eventually may be divided into

146 units with the owners of each Unit having a common right to share with the other Co-owners in the General Common Elements of the Project in accordance with each Unit's percentage of common interest, representing the floor area of the ground floor, the second floor, if any and the screened or glassed-in porch or patio, if any, in relation to the floor area of the whole Project. These Units are shown or designated in plans, recorded in the Office of the County Clerk of Jefferson County, Kentucky in Apartment Ownership Book 99, Pages 36 through 38, to be amended from time to time which plans and amended plans are incorporated in this Declaration by reference. Each Unit is designated by building and unit numbers as shown on said plans as amended. Each Unit shall have available for use by its lawful occupants the Limited Common Elements, heretofore defined, reserved for the use of said Unit.

C. Common Interest. Each Unit shall have appurtenant thereto an undivided percentage of common interest in the General Common Elements (which percentage shall be based upon the total square feet of floor space in the Unit); shall have the same percentage share in all common profits and common expenses of the Project; and shall have this percentage interest for all other purposes including voting. The undivided percentage of common interest for each Unit is shown in Schedule A, attached hereto and made a part hereof by reference and same may be amended from time to time by instruments recorded in the Office of the County Clerk of Jefferson County, Kentucky.

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

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

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

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

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

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

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

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

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

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

1. The Unit shall be used only for residential purposes, as the case may be, and shall be subject to such limitations and conditions as may be contained herein, or in the

By-Laws of the Council of Co-Owners, or any Project rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units, the Limited Common Elements and General Common Elements.

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

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

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

5. No unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), (b) the owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the unit, (c) the owner moved to a nursing home or extended care facility, or (d) the owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of b, c or d above, a unit may be leased or rented for a total period of time not to exceed two (2) years and a lease or rental agreement entered into upon the



occurrence of a, b, c or d shall be subject to the following restrictions:

i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and

ii. Any such lease or rental agreement shall be subject to the Master Deed and By-Laws ("the restrictions").

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

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

The above paragraph notwithstanding, the administration of the Project, including the adoption and amendment of By-Laws, the amendment of this Master Deed, adoption of Project rules, assessment of Common Expenses, and all other matters relating to the governing of the Project, shall be vested in the Developer until the earlier of the following: (a) 60 days after all Units

have been sold; (b) until five (5) years after the date of this Master Deed; or (c) until the Developer within its sole discretion elects to surrender this power to the Unit owners. Until that time, the Developer shall constitute the Council of Co-Owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the developer upon acceptance of a Deed to a Unit), all Unit owners agreeing to such administration by the Developer in accepting unit conveyances.

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

I. Board of Administration.

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

2. Developer shall at least thirty (30) days prior to relinquishing control call the first annual meeting of the Council of Co-Owners for the purpose of conducting such business as may be appropriate and the election of five (5) Directors to take office at such meeting, being three (3) for a term of one (1) year

and two (2) for a term of two (2) years, the length of terms of the first Directors elected shall be determined by lot at the Board's first meeting. All nominations shall require the Owners of at least two (2) units and shall be received by the Secretary at least ten (10) days before said election. Nominations may be made from the floor at all annual meetings by the Owners of at least two (2) units. Thereafter, annual meetings of the Council of Co-Owners shall be held on the first Monday of June each year except in the event the first Board shall have served for less than 90 days prior to the next succeeding June 1, the next annual meeting shall be the first Monday of the second succeeding June and shall include election of the Directors for two (2) year terms to fill the seats of those whose terms expire at such meeting. The date for annual meetings may be changed by the By-Laws. The Board of Administration (herein referred to as "Board") shall be composed of five (5) members, all of whom shall be Unit owners except in the event a Unit owner is a legal entity other than an individual, any officer, director, shareholder, partner, beneficiary or trustee of such other entity shall be eligible to serve as a Director or Member of the Board. The Officers of the Council shall be a President, Vice President, Secretary and Treasurer provided the offices of Vice President and Secretary may be combined into one office to be held by one person. All Officers shall be elected by a majority vote of the Board of Directors from among its members and shall hold office until the following annual meeting unless sooner relieved of their duties in accordance with the By-Laws.

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

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

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

J. Maintenance.

1. Developer, prior to relinquishment of its administration, and thereafter the Board of Administration shall levy and collect appropriate special assessments and monthly maintenance fees for the operation of the Condominium Project in accordance with KRS 381.870 for which a lien is created on each Unit pursuant to KRS 381.883 and Section M of this Master Deed. The power is hereby further granted such levying authority to

impose monthly late charges of not more than fifteen percent (15%) against any Unit which is more than ten (10) days delinquent in the payment of any monthly maintenance charges plus interest thereon at a rate of one and one-half percent (1 1/2%) per month until paid.

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

3. The Board shall, subject to the approval of a majority of the Council of Co-Owners in attendance at the meeting at which a quorum is present, each year estimate the common expenses of the Regime for the next year. Thereupon it shall determine the portion of such common expenses attributable to each Unit and proceed to levy and collect same from each Owner one-twelfth of such amount monthly. Should no such determination be

formally made for any year the monthly assessments for each Unit for the previous year shall be levied and remain in effect until changed by the Board with the approval of a majority of the Council of Co-Owners. As used herein "year" shall mean fiscal year, the first day of which shall commence the first day of the first month after transfer by Developer of its administration of the Project to the Council of Co-Owners.

4. A portion of each monthly maintenance fee as determined by the Board (or Developer) shall be deposited in a separate reserve and capital replacement fund. Said fund shall be deposited in a separate savings account, certificate, checking account or other securities in an institution whose accounts are insured by the full faith and credit of the United States and all withdrawals therefrom shall require two signatures. Disbursements from said Fund shall be made only for substantially repairing, replacing or erecting major capital improvements of or upon the General or Limited Common Elements. Routine maintenance shall be paid from that portion of the monthly maintenance fund allocated to the monthly operation of the Project.

K. Professional Management. Developer may prior to its relinquishment of the administration of the Regime and thereafter the Council of Co-Owners acting by and through the Board may employ a professional manager to handle the operation of the Regime under the direction of and subject to the approval of the Board (or Developer) provided the management agreement be terminable for cause upon 30 days notice and run for a reasonable period of time

of from one to three years and provided further that any management contract negotiated by Developer prior to its relinquishment of control shall not exceed one year. Any management contracts negotiated by the Board may be renewable by consent of the Board and management.

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

M. Unpaid Common Expenses Constitute Lien. All sums assessed for Common Expenses shall constitute a lien on the Units, prior to all other liens except (1) liens for taxes and assessment lawfully imposed by governmental authorities against such Units, and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its Administrator or Agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that fifteen (15) days' written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an ownership interest in such Unit as shown on the Council's record of ownership. The Council shall have the power to bid on such Unit at judicial sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

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

O. Insurance.

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

Such coverage shall afford the following minimum protection:

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

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



following insurance:

(a) Public liability insurance in such form and in such amounts as may be considered appropriate by the Board, including liability insurance for the operation of any community room or guest room.

(b) Workers Compensation insurance to the extent necessary to comply with any and all applicable laws.

(c) Such other insurance as is or shall hereafter be considered appropriate by the Board.

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

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

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

reconstruction or repairs.

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

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

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



PERCENTAGE OF OWNERSHIP  
FOR  
"BROOKLEY PLACE"

UNIT DESIGNATION	SQ. FOOTAGE OF FLOOR SPACE	PERCENTAGE OF OWNERSHIP
<b>BUILDING 1</b>		
UNIT 11138	920.75	7.20%
UNIT 11136	1270.61	9.94%
UNIT 11134	959.40	7.50%
UNIT 11132	1137.62	8.90%
UNIT 11130	1270.85	9.94%
UNIT 11128	922.46	7.22%
<b>BUILDING 2</b>		
UNIT 11124	928.10	7.26%
UNIT 11122	1260.44	9.86%
UNIT 11120	962.00	7.53%
UNIT 11118	961.48	7.52%
UNIT 11116	1268.97	9.93%
UNIT 11114	921.02	7.20%
<b>TOTALS</b>	<b>12783.70</b>	<b>100.00%</b>

Recorded In Plat Book

No. 019 Page 36-38  
Part No. \_\_\_\_\_

Document No.: DN2003276812  
Lodged By: thomas  
Recorded On: 12/03/2003 01:39:28  
Total Fees: 48.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: SHESCH

END OF DOCUMENT

Exhibit A