

MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF

CRESCENT SPRING CONDOMINIUMS

Crescent Spring Condominiums, Inc., a Kentucky corporation, (the "Developer") declares this as its plan for ownership in condominium of certain property near Ewing Avenue and Bickel Lane, in Louisville, 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 "CRESCENT SPRING 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.

MASTER DEED AND DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF CRESCENT SPRING CONDOMINIUM

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SECTION 8.0
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10/21/02

CRESCENT SPRING CONDOMINIUMS

Louisville, Kentucky

CONDOMINIUM DOCUMENTS

The Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums is recorded in Deed Book 5259, Page 35 in the office of the County Clerk of Jefferson County, Kentucky. Amendments will be recorded by the Developer as additional units are added to the Condominium Regime, as contemplated by these instruments.

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;
- (e) Attic areas above Units; and
- (f) 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 totally inside a Unit;

- (d) Utility service facilities serving a Unit or several Units;
- (f) Door and window frames for each Unit;
- (g) Unit porches, patios, balconies and decks, indicated on plans recorded or to be recorded under Section B of this Declaration.
- (h) One automobile parking space per Unit in the paved parking areas, which may be designated by the Developer or the Board of Administration under subsections 9 and 10 of Section D of this Declaration.
- (i) Enclosed storage areas appurtenant to those Units indicated on plans recorded or to be recorded under Section B 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 37 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 37 Units of the Regime. Plans of the Regime have been recorded in the office of the County Court Clerk of Jefferson County, Kentucky in Condominium Ownership Book 26, pages 26 through 29, inclusive, File No. 294, simultaneously with this Declaration and show the 37 Units to be contained in seven 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

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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

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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 37 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. Any 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 Developer hereby reserves the right, until sale and conveyance of all Units, to grant to any Unit owner, and to no other person, the perpetual and 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

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Developer has granted the exclusive use, 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. Subject to the foregoing, the Board of Administration may determine to grant to a Unit owner the exclusive use and possession of an additional parking space or spaces in any portion of the Common Elements designated for parking. A Unit owner's use and possession of parking spaces shall be subject to such reasonable rules and regulations as the Board determines.

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.

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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 twenty-four months after ninety percent 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.

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3. 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.

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, 1986, whichever first occurs. Until that time,

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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 provisions 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

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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.

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

L. Unpaid Common Expenses Constitute Lien. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (2) the lien of a first mortgage. 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 on which the same become due, the Board may assess a "late charge" of ten percent of the unpaid amount and, if such share remains unpaid for a period

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of thirty days following the due date, together with any late charge thereon, the Board may declare the entire proportionate share of Common Expenses of that Unit owner for the next succeeding full twelve calendar months immediately due and payable, without further notice or demand, and proceed 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 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.

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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, 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, workmen's compensation insurance (referred to in this Declaration as "master policy"), with respect to the Regime 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 Regime 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 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.

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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 errors and omission insurance protecting its members from individual liability arising out of their Board activities and to procure fidelity bond coverage for persons or entities handling Council funds.

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

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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

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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, 1986, 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.

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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.

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

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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 37-Unit Regime is the first phase of a contemplated 100 Unit Regime to be constructed on a total of approximately 10.5 acres of land. The

complete 100 Unit Regime, if all Units are built, is to be completed no later than December 31, 1986. 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 100 Units; (b) include in the Regime less than the entire Tract B; (c) limit the Regime to no more than the currently planned 37 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 these reservations with regard to all or portions of Tract B. In expanding the Regime, the Developer covenants that:

1. No more than 100 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 37-Unit Regime.

3. The percentage of common interest of any one Unit, when and if adjusted by expansion of subsequent phases,

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shall not be reduced below four-tenths of one percent (.4%). The maximum percentage of common interest for any Unit, which assumes no more than 37 Units in the Regime, is 1.32%.

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, 1986.

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 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.

9000-5259 PAGE 60

2. Consent of Mortgage Holders. Joining in this instrument is Greater Louisville First Federal Savings and Loan Association ("Greater Louisville") holder of two mortgages on the subject property, both dated June 9, 1981, recorded in Mortgage Book 1984, page 177, and in Mortgage Book 1984, page 182, in the Jefferson County Clerk's office, to indicate its consent thereto, the Developer agreeing that Greater Louisville'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 October 27, 1981, and the signature of Greater Louisville by its duly authorized officer on the date indicated.

CRESCENT SPRING CONDOMINIUMS, INC.

By

Fred A. Fischer, President

GREATER LOUISVILLE FIRST FEDERAL
SAVINGS & LOAN ASSOCIATION

By

James L. Gibson, President

Date:

Oct 27, 1981

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STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this October 27, 1981, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Madelaine M. Miller
Notary Public Jeff. Co., Ky.

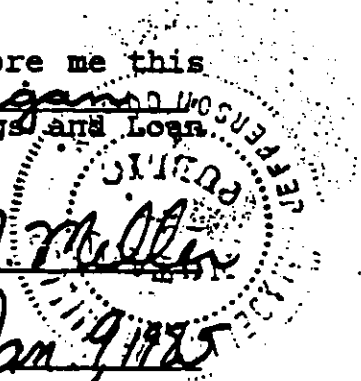
Commission expires: Jan 9, 1985

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this October 27th, 1981, by Frances B. Helligan Vice - President of Greater Louisville First Federal Savings and Loan Association, on behalf of said association.

Madelaine M. Miller
Notary Public

Commission expires: Jan 9, 1985



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

Mark B. Davis Jr.

EXHIBIT A

The property being submitted to the Regime known as "Crescent Spring Condominiums" is located in Louisville, Jefferson County, Kentucky, and is more particularly described as follows:

BEING a part of the same property conveyed to Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, re-recorded in Deed Book 5233, Page 788, in the Jefferson County Clerk's office and being Tract 1A as shown on the plat attached hereto as a part hereof and marked "Exhibit D," approved by the Louisville and Jefferson County Planning Commission on October 29, 1981, bearing file No. 215-21.

EXHIBIT B

The balance of the property owned by the Developer which may or may not be submitted to a Regime known as "Crescent Spring Condominiums" is located in Louisville, Jefferson County, Kentucky, north of the property described in Exhibit 1A, and is more particularly described as follows:

BEING a part of the same property conveyed to Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, re-recorded in Deed Book 5233, Page 788, in the Jefferson County Clerk's office, and being Tract 1B as shown on the plat attached hereto as Exhibit D.

REC-5259 PAGE 64

REC-5259 PAGE 64

CONDOMINIUM

RECORDED BY *BTH*
AND RETURNED TO
RECORDED BY *BTH*
INC. TAX
FEB 11 1981

1981 OCT 28 AM 11:41

39218

EXHIBIT C

PERCENTAGE OF COMMON INTEREST
 CRESCENT SPRING CONDOMINIUMS
 (22 Units completed on initial recording date)

<u>UNIT DESIGNATIONS</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF COMMON INTEREST*</u>
Building No. 1		
Unit 1-1	741.22	0.91
1-2	912.14	1.12
1-3-L	715.22	0.88
1-3-U	715.22	0.88
1-4-L	854.97	1.05
1-4-U	854.97	1.05
Building No. 3		
Unit 3-1-L	854.97	1.05
3-1-U	854.97	1.05
3-2-L	715.22	0.88
3-2-U	715.22	0.88
3-3	912.14	1.12
3-4	741.22	0.91
Building No. 4		
Unit 4-1-L	854.97	1.05
4-1-U	854.97	1.05
4-2	912.14	1.12
4-3	913.83	1.12
Building No. 5		
Unit 5-1-L	854.97	1.05
5-1-U	854.97	1.05
5-2-L	715.22	0.88
5-2-U	715.22	0.88
5-3	740.02	0.91
5-4	741.22	0.91

* NOTE: Amendments may be recorded, from time to time, to show the certified percentages of common interest of additional units " as built". 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 unit space in the Regime as expanded, and as then determined by measurement of the square footage on an "as built" basis.

interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	0.87
1-2	912.14	1.07
1-3-L	715.22	0.84
1-3-U	715.22	0.84
1-4-L	854.97	1.00
1-4-U	854.97	1.00
2-1-L	854.97	1.00
2-1-U	854.97	1.00
2-2	912.14	1.07
2-3-L	854.97	1.00
2-3-U	854.97	1.00
3-1-L	854.97	1.00
3-1-U	854.97	1.00
3-2-L	715.22	0.84
3-3-U	715.22	0.84
3-3	912.14	1.07
3-4	741.22	0.87
4-1-L	854.97	1.00
4-1-U	854.97	1.00
4-2	912.14	1.07
4-3	913.83	1.07
5-1-L	854.97	1.00
5-1-U	854.97	1.00
5-2-L	715.22	0.84
5-2-U	715.22	0.84
5-3	740.02	0.86
5-4	741.22	0.87
6-1	912.14	1.07
6-2	912.14	1.07
6-3	912.14	1.07
6-4	912.14	1.07
7-1-L	854.97	1.00
7-1-U	854.97	1.00
7-2-L	715.22	0.84

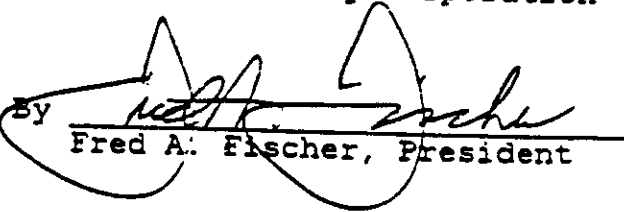
<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
7-2-U	715.22	0.84
7-3	912.14	1.07
7-4	912.14	1.07
8-1	1032.51	1.21
8-2	1028.93	1.20
8-3	1022.00	1.19
8-4	1262.37	1.47
8-5-L	1143.52	1.34
8-5-U	872.44	1.02
9-1	1024.69	1.20
9-2	1237.41	1.45
9-3	1238.23	1.45
9-4	1234.02	1.44
9-5	1236.07	1.44
10-1-L	847.18	0.99
10-1-U	874.33	1.02
10-2	1301.77	1.52
10-3	1295.94	1.51
10-4	1299.86	1.52
11-1	1043.66	1.22
11-2	1036.40	1.21
11-3	1027.12	1.20
11-4	1034.84	1.21
11-5	1039.27	1.21
11-6	1030.31	1.20
12-1	1303.29	1.52
12-2	1300.28	1.52
12-3	1315.78	1.54
12-4	1294.11	1.51
12-5	1091.73	1.28
13-1-L	1129.07	1.32
13-1-U	1171.25	1.37
13-3	1088.89	1.27
13-4-L	843.41	0.99
13-4-U	874.05	1.02
13-5-L	847.25	0.99
13-5-U	871.65	1.02
15-1-L	851.92	1.00
15-1-U	879.00	1.03
15-2-L	852.06	1.00
15-2-U	877.88	1.03
15-3	1300.94	1.52
15-4	1300.13	1.52
15-5	1303.22	1.52
16-1-L	725.84	0.85

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
16-1-U	1129.79	1.32
16-2	718.77	0.84
16-3	1238.97	1.45
16-4 1230.55	1.44	
16-5-L	513.08	0.60
16-5-U	547.37	0.64
16-6-L	513.58	0.60
16-6-U	548.97	0.64
16-7	1016.23	1.19
16-8	1031.23	1.20
16-9	<u>1033.25</u>	<u>1.21</u>
	79,291.47	100.00%

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Tenth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 20, 1986, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Richard H. Soaper, Jr.
NOTARY PUBLIC

My commission expires: October 16, 1987

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

Richard H. Soaper, Jr.



July 28, 1986

Mr. Richard H. Soaper, Jr.
Brown, Todd & Heyburn
Citizens Plaza
Louisville, KY 40202

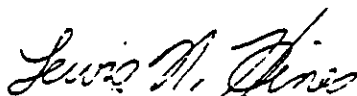
In Reply Refer To: 327/261 C&V

C-28 Crescent Springs Condos
Louisville, KY 40206

Dear Mr. Soaper:

We have reviewed the second amendment to the Master Deed and it is our determination that the expansion of the Condominium Regime pursuant to the tenth amendment meets with the approval of the Veterans Administration.

Sincerely yours,



LEWIS N. HINES
Construction Analyst
C&V/PM Sections

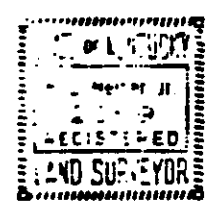


5259 66

- ① 57°00'00"E 129.66'
- ② 57°07'30"E 67.25' R=580.00'
- ③ 57°58'41"E 52.50' R=444.00'
- ④ 57°57'13"E 61.83' R=444.00'
- ⑤ N80°17'30"E 71.00'
- ⑥ 57°46'40"E 86.58' R=374.00'
- ⑦ 53°13'00"E 133.23' R=82.00'
- ⑧ N38°12'22"E 47.13'
- ⑨ S18°30'00"W 94.47'
- ⑩ S80°46'47"W 262.25'
- ⑪ N78°24'20"W 117.20'
- ⑫ N78°16'20"W 212.73'
- ⑬ N60°49'20"W 175.81'
- ⑭ N80°38'26"W 247.20'

THE RESIDUAL LAND OF THE TRACT 18 HERewith BEING SUBDIVIDED IS IN A SINGLE PARCEL OF 6.852 ACRES AND HAS A FRONTAGE OF 746'2" ON DICKEL LANE WHICH IS A PUBLIC WAY AND A 24' ACCESS EASEMENT AS SHOWN ON THIS PLAT.

H. E. Heiner, Jr.
 H. E. HEINER, JR.
 KY. REG. LAND SURVEYOR NO. 2089



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

H. E. Heiner, Jr.
 Surveyor
 Land Surveyor License No. 2089

ERRAN, WILSON, HEINER & LINGG, INC.
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS
 500 WEST MAIN STREET
 LOUISVILLE, KENTUCKY 40202
 5259 66

← DENOTES IRON PIPE

NOTE:
 PORTIONS OF THIS SITE ARE BELOW THE 100-YR. FLOOD ELEVATION 456.8. PRIOR TO CONSTRUCTION ON THIS SITE, PLANS MUST BE APPROVED BY THE JEFFERSON COUNTY WATER MANAGEMENT ENGINEER.

Approved this 28th day of October 1981

LOUISVILLE AND JEFFERSON COUNTY
 PLANNING COMMISSION

Charles Davis

MINOR SUBDIVISION PLAT
 FOR: Crescent Spring Condominiums, Inc.,
 A Kentucky Corp.
 LOCATION: Jefferson County, Kentucky
 DATE: 10-15-81 JOB NO. 658 SCALE: 1" = 100'

Bx. D 215-810

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.

REC-5259 JAN 67

Handwritten marks: a checkmark and some illegible scribbles.

REC-5259 JAN 67

buildings and improvements thereon and/or any buildings and improvements included in a 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 Pocket N/A.

Fred A. Fischer, Pres.
Owner

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledge the same to be the plat of _____

CRESCENT SPRING CONDOMINIUMS, INC. A KY. CORP.

Fred A. Fischer
NAME

2935 RAINBOW DR. LOUISVILLE KY 40206
ADDRESS

PRESIDENT
TITLE

NOV 5 2 53 PM '88

State of Kentucky)
County of Jefferson) SS

I, FRANKS LAUBER, a notary public in and for the County aforesaid, do certify that foregoing plat of Crescent Spring Condominiums, Inc., a Ky. Corp. was this day presented to me by FRED A. FISCHER, known to me, together with the Certificate of Ownership and Dedication shown thereon, which HE executed in my presence and acknowledged to be HIS free act and deed.

Witness my hand and seal this 15TH day of OCT. 1981, My commission expires on 17TH day of JULY, 1984.

Francis Lauber (Kellian)
NOTARY PUBLIC

SABAK, WILSON, HEINER & LINGO, INC.
ENGINEERS & LANDSCAPE ARCHITECTS
300 WEST MAIN LOUISVILLE, KENTUCKY

MINOR SUBDIVISION PLAT
FOR: Crescent Spring Condominiums, Inc.
a Kentucky Corporation
LOCATION: Jefferson County, Kentucky
DATE: 10-15-81 JOB NO: 658

NOV 5 2 53 PM '88

FIRST AMENDMENT TO
MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., A Kentucky corporation (the "Developer"), on March 10, 1982, declares and publishes this First Amendment to the Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, in the office of the Clerk of Jefferson County, Kentucky (the "Master Deed").

WITNESSETH:

WHEREAS, the Master Deed contemplates amendments from time to time as buildings within the condominium regime (the "Regime") are completed; and

WHEREAS, Buildings Nos. 2, 6, and 7 have now been completed; and

WHEREAS, now that all buildings in the condominium regime are completed, Developer's engineers have been able to certify the exact percentage of common interest of each unit.

1. Recording of Buildings 2, 6 and 7 As Built.

The Developer records and files herewith the Plans of Buildings Nos. 2, 6 and 7 as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5). The Master Deed is hereby amended to adopt

the Plans of Buildings Nos. 2, 6 and 7 and the Floor Plans of Units 2-1-L, 2-1-U, 2-2, 2-3-L and 2-3-U in Building No. 2, Units 6-1, 6-2, 6-3 and 6-4 in Building No. 6 and Units 7-1-L, 7-1-U, 7-2-L, 7-2-U, 7-3 and 7-4 in Building No. 7, recorded and filed herewith. The amended Plans are recorded in Condominium Ownership File and Condominium Ownership Book 27, Pages 36 through 38, in said Clerk's office.

2. Final Establishment of Common Interest.

Paragraphs B and C of the Master Deed recognized that upon completion of all units, all of the percentages set forth on Exhibit A of the Master Deed, would be changed to reflect the percentage of common interest of all units to the total unit space as then determined by measurement of square footage (being the redistribution on an as built basis contemplated by KRS 381.830(1)(b)).

This being the final recording for all units, the Developer establishes the following as the percentage of common interest of all units to the total unit space based on square footage, on an "as built" basis:

<u>UNIT DESIGNATIONS</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF COMMON INTEREST</u>
Building No. 1		
Unit 1-1	741.22	2.41
1-2	912.14	2.97
1-3-L	715.22	2.33
1-3-U	715.22	2.33
1-4-L	854.97	2.79
1-4-U	854.97	2.79

<u>UNIT DESIGNATIONS</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE OF COMMON INTEREST</u>	
Building No. 2			
Unit 2-1-L	854.97	2.79	
2-1-U	854.97	2.79	
2-2	912.14	2.97	
2-3-L	854.97	2.79	
2-3-U	854.97	2.79	
Building No. 3			
Unit 3-1-L	854.97	2.79	
3-1-U	854.97	2.79	
3-2-L	715.22	2.33	
3-2-U	715.22	2.33	
3-3	912.14	2.97	
3-4	741.22	2.41	
Building No. 4			
Unit 4-1-L	854.97	2.79	
4-1-U	854.97	2.79	
4-2	912.14	2.97	
4-3	913.83	2.97	
Building No. 5			
Unit 5-1-L	854.97	2.79	
5-1-U	854.97	2.79	
5-2-L	715.22	2.33	
5-2-U	715.22	2.33	
5-3	740.02	2.40	
5-4	741.22	2.41	
Building No. 6			
Unit 6-1	912.14	2.97	
6-2	912.14	2.97	
6-3	912.14	2.97	
6-4	912.14	2.97	
Building No. 7			
Unit 7-1-L	854.97	2.79	
7-1-U	854.97	2.79	
7-2-L	715.22	2.33	
7-2-U	715.22	2.33	
7-3	912.14	2.97	
7-4	912.14	2.97	
Totals	37 Units	30,690.25	100.00

3. Further Amendments.

If the Regime is expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this First Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date first above written.

CRESCENT SPRING CONDOMINIUMS, INC.

By: [Signature]
Fred A. Fischer, President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 12th day of March, 1982, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 10-31-84

[Signature]
Notary Public

This Instrument Prepared By
Mark B. Davis, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

[Signature]
5278-4

1982 MAR 15 AM 9:28
RECORDED BY BTJ
COMMERCIAL TAX
OFFICE OF THE CLERK
OF COURSE
27 308 36-38

SECOND AMENDMENT TO
MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on October 22, 1982, declares and publishes this Second Amendment to the Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, Page 35, in the office of the Clerk of Jefferson County, Kentucky, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, Page 1, in said Clerk's office (the "Master Deed").

WITNESSETH:

WHEREAS, Section X. of the Master Deed contemplates amendments to the Master Deed by action of a majority of the Unit owners; and

WHEREAS, the Developer is the owner of a majority of the Units; and

WHEREAS, the Developer desires to amend the Master Deed so that financing of Units by the Veterans Administration will be available to purchasers of Units if such purchasers are otherwise qualified for such financing.

THEREFORE, the Developer amends the Master Deed as follows:

1. The following Section AA. is added to the Master Deed:

AA. Amendment or Merger of the Regime. The Regime may not be amended or merged with another condominium regime without the prior written approval of the Administrator of the Veterans Administration. Should the Developer desire approval by the Veterans Administration for any anticipated future phase, then the Developer covenants that the Regime will not be merged with such future phase or phases without the prior written approval of the Administrator of the Veterans Administration.

2. Section H. of the Master Deed is amended to read as follows:

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 seventy-five 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, 1986, 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.

WITNESS the signature of the Developer by its duly authorized officer on the date first above written.

CRESCENT SPRING CONDOMINIUMS, INC.

By: *Fred A. Fischer*
Fred A. Fischer President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 27th day of October, 1982, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Timothy W. Martin
Notary Public

Commission expires: July 10, 1985

This Instrument Prepared By
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

Marshall P. Eledge Jr.

William
809
1982 OCT 25 PM 2:11
49808

END OF DOCUMENT

THIRD AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February 22, 1984, declares and publishes this Third Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, and as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, all of record in the Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed to add a tract of real property to the condominium regime (the "Regime") and provide for the inclusion of buildings as they are built; and

WHEREAS, construction of two buildings has now been completed on the tract to be included in the Regime and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

FILED IN OFFICE

FEB 22 1984

BREMER, Clerk

1. The following described real property containing approximately 6.852 acres described as Tract 1B on Exhibit D to the Master Deed is added to the Regime:

BEGINNING at a point in the south right of way line of Bickel Lane such point being the northeast corner of the tract conveyed to Crescent Spring Condominiums, Inc. by deed dated December 30, 1980 and recorded in Deed Book 5233, page 788 in the office of the County Clerk of Jefferson County, Kentucky; thence S. 03° 05' 26" E. 163.29' to a point; thence S. 70° 54' 49" W. 85.00' to a point; thence S. 06° 06' 30" E. 110.06' to a point; thence S. 03° 53' 48" E. 220.04' to a point; thence S. 84° 06' 37" W. 100.79' to a point; thence S. 16° 11' 22" W. 251.45' to a point; thence S. 08° 25' 40" E. 252.72' to a point; thence S. 80° 49' 03" W. 67.02' to a point; thence N 69° 49' 17" W. 191.67' to a point; thence N. 15° 00' 00" E. 135.12' to a point; thence S. 75° 00' 00" E. 17.20' to a point; thence N. 12° 09' 14" E. 75.51' to a point; thence N. 75° 42' 26" W. 74.00' to a point; thence N. 14° 17' 34" e. 38.43' to a point; thence N. 75° 42' 26" W. 74.00' to a point; thence N. 13° 11' 12" W. 42.67' to a point; thence N. 75° 00' 00" W. 51.69' to a point; thence N. 15° 00' 00" W. 198.41' to a point; thence with the south right of way line of Bickel Lane N. 27° 50' 37" E. 46.13' to a point; thence N. 35° 33' 42" E. 79.89' to a point; thence N. 43° 34' 15" E. 94.75' to a point; thence N. 51° 34' 48" E. 157.42' to a point; thence N. 58° 55' 26" E. 184.45' to a point; thence N. 60° 55' 30" E. 180.41' to the point of beginning.

BEING part of the same real property acquired by the Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, and re-recorded in Deed Book 5233, Page 788, in the aforesaid County Clerk's office.

2. The Developer records and files herewith the plans for Buildings Nos. 8 and 9, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Buildings Nos. 8 and 9, and the Floor Plans of Units 8-1, 8-2, 8-3, 8-4, 8-5-L and 8-5-U in Building No. 8 and Units 9-1, 9-2, 9-3, 9-4 and 9-5 in Building No. 9, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File ^{#367,} and Condominium Ownership Book 31, Pages 25 through 27 in said Clerk's office.

3. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.72
1-2	912.14	2.12
1-3-L	715.22	1.66
1-3-U	715.22	1.66
1-4-L	854.97	1.99
1-4-U	854.97	1.99
2-1-L	854.97	1.99

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
2-1-U	854.97	1.99
2-2	912.14	2.12
2-3-L	854.97	1.99
2-3-U	854.97	1.99
3-1-L	854.97	1.99
3-1-U	854.97	1.99
3-2-L	715.22	1.66
3-3-U	715.22	1.66
3-3	912.14	2.12
3-4	741.22	1.72
4-1-L	854.97	1.99
4-1-U	854.97	1.99
4-2	912.14	2.12
4-3	913.83	2.12
5-1-L	854.97	1.99
5-1-U	854.97	1.99
5-2-L	715.22	1.66
5-2-U	715.22	1.66
5-3	740.02	1.72
5-4	741.22	1.72
6-1	912.14	2.12
6-2	912.14	2.12
6-3	912.14	2.12
6-4	912.14	2.12
7-1-L	854.97	1.99
7-1-U	854.97	1.99
7-2-L	715.22	1.66
7-2-U	715.22	1.66
7-3	912.14	2.12
7-4	912.14	2.12
8-1	1032.51	2.40
8-2	1028.93	2.39
8-3	1022.00	2.38
8-4	1262.37	2.93
8-5-L	1143.52	2.66
8-5-U	872.44	2.03
9-1	1024.69	2.38
9-2	1237.41	2.87
9-3	1238.23	2.88
9-4	1234.02	2.87
9-5	1236.07	2.87
	<u>43,022.44</u>	<u>100.00%</u>

4. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 3 of this Third Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on February 22, 1984, by Fred A. Fischer, President of Crescent

Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 7-20-2000

Richard H. Soaper, Jr.
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Mark B. Davis, Jr.
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

Mark B. Davis, Jr.

FOURTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on May 31, 1984, declares and publishes this Fourth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 11, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 11, and the Floor Plans of Units 11-1, 11-2, 11-3, 11-4, 11-5 and 11-6 in Building No. 11, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 31, Pages 35 through 36 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.51
1-2	912.14	1.85
1-3-L	715.22	1.45
1-3-U	715.22	1.45
1-4-L	854.97	1.74
1-4-U	854.97	1.74
2-1-L	854.97	1.74
2-1-U	854.97	1.74
2-2	912.14	1.85

4723.74
 6332.03

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
2-3-L	854.97	1.74
2-3-U	854.97	1.74
3-1-L	854.97	1.74
3-1-U	854.97	1.74
3-2-L	715.22	1.45
3-3-U	715.22	1.45
3-3	912.14	1.85
3-4	741.22	1.51
4-1-L	854.97	1.74
4-1-U	854.97	1.74
4-2	912.14	1.85
4-3	913.83	1.85
5-1-L	854.97	1.74
5-1-U	854.97	1.74
5-2-L	715.22	1.45
5-2-U	715.22	1.45
5-3	740.02	1.51
5-4	741.22	1.51
6-1	912.14	1.85
6-2	912.14	1.85
6-3	912.14	1.85
6-4	912.14	1.85
7-1-L	854.97	1.74
7-1-U	854.97	1.74
7-2-L	715.22	1.45
7-2-U	715.22	1.45
7-3	912.14	1.85
7-4	912.14	1.85
8-1	1032.51	2.10
8-2	1028.93	2.09
8-3	1022.00	2.08
8-4	1262.37	2.56
8-5-L	1143.52	2.32
8-5-U	872.44	1.77
9-1	1024.69	2.08
9-2	1237.41	2.51
9-3	1238.23	2.52
9-4	1234.02	2.51
9-5	1236.07	2.51
11-1	1043.66	2.12
11-2	1036.40	2.10
11-3	1027.12	2.09
11-4	1034.84	2.10
11-5	1039.27	2.10
11-6	1030.31	2.09
	<u>49,234.04</u>	<u>100.00%</u>

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Fourth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on May 21, 1984, by Fred A. Fischer, President of Crescent

Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: ~~Richard H. Soaper~~ Oct. 14, 1984

Richard H. Soaper, Sr.
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

Richard H. Soaper, Jr.

J
 -1 , , FIFTH AMENDMENT TO MASTER DEED
 AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
 OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February , 1985, declares and publishes this Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, and as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has not been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 16, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 16, and the Floor Plans of Units 16-1-U, 16-1-L, 16-2, 16-3, 16-4, 16-5-L, 16-5-U, 16-6-L, 16-6-U, 16-7, 16-8 and 16-9 in Building No. 16, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 33, Pages 16 through 17 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.25
1-2	912.14	1.53
1-3-L	715.22	1.20
1-3-U	715.22	1.20
1-4-L	854.97	1.44
1-4-U	854.97	1.44
2-1-L	854.97	1.44
2-1-U	854.97	1.44
2-2	912.14	1.53
2-3-L	854.97	1.44
2-3-U	854.97	1.44
3-1-L	854.97	1.44
3-1-U	854.97	1.44
3-2-L	715.22	1.20
3-3-U	715.22	1.20
3-3	912.14	1.53
3-4	741.22	1.25
4-1-L	854.97	1.44
4-1-U	854.97	1.44
4-2	912.14	1.53
4-3	913.83	1.54
5-1-L	854.97	1.44
5-1-U	854.97	1.44
5-2-L	715.22	1.20
5-2-U	715.22	1.20
5-3	740.02	1.24
5-4	741.22	1.25
6-1	912.14	1.53
6-2	912.14	1.53
6-3	912.14	1.53
6-4	912.14	1.53
7-1-L	854.97	1.44
7-1-U	854.97	1.44
7-2-L	715.22	1.20
7-2-U	715.22	1.20
7-3	912.14	1.53
7-4	912.14	1.53
8-1	1032.51	1.74
8-2	1028.93	1.73
8-3	1022.00	1.72
8-4	1262.37	2.12
8-5-L	1143.52	1.92
8-5-U	872.44	1.47

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
9-1	1024.69	1.72
9-2	1237.41	2.08
9-3	1238.23	2.08
9-4	1234.02	2.07
9-5	1236.07	2.08
11-1	1043.66	1.75
11-2	1036.40	1.74
11-3	1027.12	1.73
11-4	1034.84	1.74
11-5	1039.27	1.75
11-6	1030.31	1.73
16-1-L	725.84	1.22
16-1-U	1129.79	1.90
16-2	718.77	1.21
16-3	1238.97	2.08
16-4	1230.55	2.07
16-5-L	513.08	0.86
16-5-U	547.37	0.92
16-6-L	513.58	0.86
16-6-U	548.97	0.92
16-7	1016.23	1.71
16-8	1031.23	1.73
16-9	1033.25	1.74
	<u>59481.67</u>	<u>100.00</u>

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Fifth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By *Fred A. Fischer*
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on , 1985, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires:

Richard H. Soaper, Jr.
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202



**Veterans
Administration**

February 13, 1985

In Reply Refer To: 327/261 C&V

Mr. Richard H. Soaper, Jr.
Brown, Todd & Heyburn
Citizens Plaza
Louisville, Kentucky 40202

C-28 Crescent Springs Con
Louisville, Kentucky 402

Dear Mr. Soaper:

We have reviewed the second amendment to the Master Deed and it is our determination that the expansion of the Condominium Regime pursuant to the fifth amendment meets with the approval of the Veterans Administration.

Sincerely yours,

A handwritten signature in cursive script that reads "Lewis N. Hines".

LEWIS N. HINES
Construction Analyst

SIXTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on June 14, 1985, declares and publishes this Sixth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, and as amended by a Fifth Amendment to Master Deed dated February 15, 1985, recorded in Deed Book 5480, Page 558, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 10, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 10, and the Floor Plans of Units 10-1-U, 10-1-L, 10-2, 10-3, 10-4, in Building No. 10, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book _____, Pages _____ through _____ in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.14
1-2	912.14	1.40
1-3-L	715.22	1.10
1-3-U	715.22	1.10
1-4-L	854.97	1.31
1-4-U	854.97	1.31
2-1-L	854.97	1.31
2-1-U	854.97	1.31
2-2	912.14	1.40
2-3-L	854.97	1.31
2-3-U	854.97	1.31
3-1-L	854.97	1.31
3-1-U	854.97	1.31
3-2-L	715.22	1.10
3-3-U	715.22	1.10
3-3	912.14	1.40
3-4	741.22	1.14
4-1-L	854.97	1.31
4-1-U	854.97	1.31
4-2	912.14	1.40
4-3	913.83	1.40
5-1-L	854.97	1.31
5-1-U	854.97	1.31
5-2-L	715.22	1.10
5-2-U	715.22	1.10
5-3	740.02	1.14
5-4	741.22	1.14
6-1	912.14	1.40
6-2	912.14	1.40
6-3	912.14	1.40
6-4	912.14	1.40
7-1-L	854.97	1.31
7-1-U	854.97	1.31
7-2-L	715.22	1.10
7-2-U	715.22	1.10
7-3	912.14	1.40
7-4	912.14	1.40
8-1	1032.51	1.59
8-2	1028.93	1.58
8-3	1022.00	1.57
8-4	1262.37	1.94
8-5-L	1143.52	1.76
8-5-U	872.44	1.34

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
9-1	1024.69	1.57
9-2	1237.41	1.90
9-3	1238.23	1.90
9-4	1234.02	1.90
9-5	1236.07	1.90
10-1-L	847.18	1.30
10-1-U	874.33	1.34
10-2	1301.77	2.00
10-3	1295.94	1.99
10-4	1299.86	2.00
11-1	1043.66	1.60
11-2	1036.40	1.59
11-3	1027.12	1.58
11-4	1034.84	1.59
11-5	1039.27	1.60
11-6	1030.31	1.58
16-1-L	725.84	1.11
16-1-U	1129.79	1.74
16-2	718.77	1.10
16-3	1238.97	1.90
16-4	1230.55	1.89
16-5-L	513.08	0.79
16-5-U	547.37	0.84
16-6-L	513.58	0.79
16-6-U	548.97	0.84
16-7	1016.23	1.56
16-8	1031.23	1.58
16-9	1033.25	1.59
	<u>65100.75</u>	<u>100.00</u>

5300
1619.08
68 172

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Sixth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By _____
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on June __, 1985, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

LED IN OFFICE

65:cp:139M
10/16/85

OCT 21 1985

BY Jim "POP" Malone, Clerk
5535/70 D.C.

SEVENTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on October 21, 1985, declares and publishes this Seventh Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, as amended by a Fifth Amendment to Master Deed dated February 15, 1985, recorded in Deed Book 5480, Page 558, and as amended by a Sixth Amendment to Master Deed dated June 14, 1985, recorded in Deed Book 5506, Page 11, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 13, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 13, and the Floor Plans of Units 13-1-L, 13-1-U, 13-3, 13-4-L, 13-4-U, 13-5-L, 13-5-U, in Building No. 13, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 34, Pages 29 through 30 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.03
1-2	912.14	1.27
1-3-L	715.22	0.99
1-3-U	715.22	0.99
1-4-L	854.97	1.19
1-4-U	854.97	1.19
2-1-L	854.97	1.19
2-1-U	854.97	1.19
2-2	912.14	1.27
2-3-L	854.97	1.19
2-3-U	854.97	1.19
3-1-L	854.97	1.19
3-1-U	854.97	1.19
3-2-L	715.22	0.99
3-3-U	715.22	0.99
3-3	912.14	1.27
3-4	741.22	1.03
4-1-L	854.97	1.19
4-1-U	854.97	1.19
4-2	912.14	1.27
4-3	913.83	1.27
5-1-L	854.97	1.19
5-1-U	854.97	1.19
5-2-L	715.22	.99
5-2-U	715.22	.99
5-3	740.02	1.03
5-4	741.22	1.03
6-1	912.14	1.27
6-2	912.14	1.27
6-3	912.14	1.27
6-4	912.14	1.27
7-1-L	854.97	1.19
7-1-U	854.97	1.19
7-2-L	715.22	0.99
7-2-U	715.22	0.99
7-3	912.14	1.27
7-4	912.14	1.27
8-1	1032.51	1.44
8-2	1028.93	1.43
8-3	1022.00	1.42
8-4	1262.37	1.76
8-5-L	1143.52	1.59
8-5-U	872.44	1.21

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
9-1	1024.69	1.42
9-2	1237.41	1.72
9-3	1238.23	1.72
9-4	1234.02	1.72
9-5	1236.07	1.72
10-1-L	847.18	1.18
10-1-U	874.33	1.22
10-2	1301.77	1.81
10-3	1295.94	1.80
10-4	1299.86	1.81
11-1	1043.66	1.45
11-2	1036.40	1.44
11-3	1027.12	1.43
11-4	1034.84	1.44
11-5	1039.27	1.44
11-6	1030.31	1.43
13-1-L	1129.07	1.57
13-1-U	1171.25	1.63
13-3	1088.89	1.51
13-4-L	843.41	1.17
13-4-U	874.05	1.22
13-5-L	847.05	1.18
13-5-U	871.65	1.21
16-1-L	725.84	1.01
16-1-U	1129.79	1.57
16-2	718.77	1.00
16-3	1238.97	1.72
16-4	1230.55	1.71
16-5-L	513.08	0.71
16-5-U	547.37	0.76
16-6-L	513.58	0.71
16-6-U	548.97	0.76
16-7	1016.23	1.41
16-8	1031.23	1.43
16-9	1033.25	1.44
	<u>71,926.32</u>	<u>100.00%</u>

\$300'
6825.37
\$204,760

78

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Seventh

Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

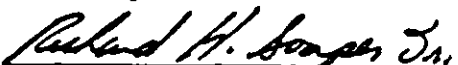
STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on October 21, 1985, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.


NOTARY PUBLIC

My commission expires: October 16, 1987

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202





**Veterans
Administration**

October 11, 1985

Mr. Richard H. Soaper, Jr.
Brown, Todd & Heyburn
Citizens Plaza
Louisville, Ky. 40202

In Reply Refer To: 327/261 C&V

C-28 Crescent Springs Condos
Louisville, Ky, 40206

Dear Mr. Soaper:

We have reviewed the second amendment to the Master Deed and it is our determination that the expansion of the Condominium Regime pursuant to the seventh amendment meets with the approval of the Veterans Administration.

Sincerely yours,

Lewis N. Hines

LEWIS N. HINES
Construction Analyst
C&V/PM Sections

EIGHTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on March __, 1986, declares and publishes this Eighth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, as amended by a Fifth Amendment to Master Deed dated February 15, 1985, recorded in Deed Book 5480, Page 558, as amended by a Sixth Amendment to Master Deed dated June 14, 1985, recorded in Deed Book 5506, Page 11, and as amended by a Seventh Amendment to Master Deed dated October 21, 1985, recorded in Deed Book 5535, Page 70, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide

for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 15, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 15, and the Floor Plans of Units 15-1-L, 15-1-U, 15-2-L, 15-2-U, 15-3, 15-4, 15-5, in Building No. 15, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book _____, Pages _____ through _____ in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	0.93
1-2	912.14	1.15
1-3-L	715.22	0.90
1-3-U	715.22	0.90
1-4-L	854.97	1.08
1-4-U	854.97	1.08
2-1-L	854.97	1.08
2-1-U	854.97	1.08
2-2	912.14	1.15
2-3-L	854.97	1.08
2-3-U	854.97	1.08
3-1-L	854.97	1.08
3-1-U	854.97	1.08
3-2-L	715.22	0.90
3-3-U	715.22	0.90
3-3	912.14	1.15
3-4	741.22	0.93
4-1-L	854.97	1.08
4-1-U	854.97	1.08
4-2	912.14	1.15
4-3	913.83	1.15
5-1-L	854.97	1.08
5-1-U	854.97	1.08
5-2-L	715.22	0.90
5-2-U	715.22	0.90
5-3	740.02	0.93
5-4	741.22	0.93
6-1	912.14	1.15
6-2	912.14	1.15
6-3	912.14	1.15
6-4	912.14	1.15
7-1-L	854.97	1.08
7-1-U	854.97	1.08
7-2-L	715.22	0.90
7-2-U	715.22	0.90
7-3	912.14	1.15
7-4	912.14	1.15
8-1	1032.51	1.30
8-2	1028.93	1.30
8-3	1022.00	1.29
8-4	1262.37	1.59
8-5-L	1143.52	1.44
8-5-U	872.44	1.10

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
9-1	1024.69	1.29
9-2	1237.41	1.56
9-3	1238.23	1.56
9-4	1234.02	1.56
9-5	1236.07	1.56
10-1-L	847.18	1.07
10-1-U	874.33	1.10
10-2	1301.77	1.64
10-3	1295.94	1.63
10-4	1299.86	1.64
11-1	1043.66	1.32
11-2	1036.40	1.31
11-3	1027.12	1.30
11-4	1034.84	1.31
11-5	1039.27	1.31
11-6	1030.31	1.30
13-1-L	1129.07	1.42
13-1-U	1171.25	1.48
13-3	1088.89	1.37
13-4-L	843.41	1.06
13-4-U	874.05	1.10
13-5-L	847.05	1.07
13-5-U	871.65	1.10
15-1-L	851.92	1.07
15-1-U	879.00	1.11
15-2-L	852.06	1.07
15-2-U	877.88	1.11
15-3	1300.94	1.64
15-4	1300.13	1.64
15-5	1303.22	1.64
16-1-L	725.84	0.92
16-1-U	1129.79	1.42
16-2	718.77	0.91
16-3	1238.97	1.56
16-4	1230.55	1.55
16-5-L	513.08	0.65
16-5-U	547.37	0.69
16-6-L	513.58	0.65
16-6-U	548.97	0.69
16-7	1016.23	1.28
16-8	1031.23	1.30
16-9	1033.25	1.30
	<u>79,291.47</u>	<u>100.00%</u>

7365.19

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Eighth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By _____
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on March __, 1986, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

NINTH AMENDMENT TO MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF CRESCENT SPRING CONDOMINIUMS

The undersigned are all owners of condominium units in Crescent Spring Condominiums and as of April 21, 1986, declare and publish this Ninth Amendment to the Master Deed and Declaration of Condominium Property Regime of Crescent Sprins Condominiums which is dated October 27, 1981 and recorded on October 28, 1981, in Deed Book 5259, Page 35 in the office of the County Clerk of Jefferson County, Kentucky, as same has been substantially amended (the "Master Deed").

1. This Amendment is made with reference to the following facts and objectives:

(a) Section X of the Master Deed provides that the Master Deed may be amended by a majority of the unit owners. Section U of the Master Deed defines a majority of the unit owners to mean the owners of the individual condominium units to which there are appurtenant more than 50% of the percentage of common interests.

(b) The undersigned are owners of the individual condominium units to which there are appurtenant more than 50% of the percentage of common interests and they desire to amend the Master Deed to change the type of insurance the Council Co-Owners may purchase as follows:

2. The first paragraph of Section N of the Master Deed states as follows:

ELEVENTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on Sept. 17, 1986, declares and publishes this Eleventh Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, as amended by a Fifth Amendment to Master Deed dated February 15, 1985, recorded in Deed Book 5480, Page 558, as amended by a Sixth Amendment to Master Deed dated June 14, 1985, recorded in Deed Book 5506, Page 11, as amended by a Seventh Amendment to Master Deed dated October 21, 1985, recorded in Deed Book 5535, Page 70, as amended by an Eighth Amendment to Master Deed dated March 26, 1986, recorded in Deed Book 5569, Page 664, as amended by a Ninth Amendment to Master Deed dated April 21, 1986, recorded in Deed Book 5580, Page 132, and as amended by a Tenth Amendment to Master Deed dated July 31,

1986, recorded in Deed Book 5601, Page 343, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 14, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 14, and the Floor Plans of Units 14-1, 14-2, 14-3, 14-4, 14-5, 14-6 and 14-7 in Building No. 14, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 36, Pages 27 through 28 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the

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, workmen's compensation insurance (referred to in this Declaration as "master policy"), with respect to the Regime and the Council's administration thereof in accordance with the following provisions:

The above paragraph is amended so that as amended the provision reads as follows:

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief insurance and liability insurance in the minimum amount of \$1,000,000.00 for each occurrence, and if required by law, workmen's compensation insurance (referred to in this Declaration as "master policy"), with respect to the Regime (which master policy shall include coverage for interior walls, doors, moldings, fixtures and other property, but not including a unit owners's movable personal property) and the Council's administration thereof in accordance with the following provisions:

3. The second sentence of Section N.1. of the Master Deed states as follows:

The Unit owners shall be responsible for obtaining fire and extended insurance coverage at their own expense and 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 owners's unit, or in another Unit in the Regime 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.

This sentence is amended so that as amended the sentence reads as follows:

The Unit owners shall be responsible for obtaining fire and extended insurance coverage at their own expense upon their 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 Regime or upon the Common Elements resulting from the negligence of the 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.

IN WITNESS WHEREOF, the following Owners have signed this Amendment as of the date set forth above but actually on the dates set forth below.

Owner of Unit _____

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Amendment was acknowledged before me on _____, 1986 by _____, unmarried.

Notary Public

My commission expires: _____.

FILED IN OFFICE

B-3633
65:bks:148M
7/17/86

AUG 1 1986
Jim "POP" Malone, Clerk
D.C.

TENTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on July 31, 1986, declares and publishes this Tenth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, as amended by a Fifth Amendment to Master Deed dated February 15, 1985, recorded in Deed Book 5480, Page 558, as amended by a Sixth Amendment to Master Deed dated June 14, 1985, recorded in Deed Book 5506, Page 11, as amended by a Seventh Amendment to Master Deed dated October 21, 1985, recorded in Deed Book 5535, Page 70, as amended by an Eighth Amendment to Master Deed dated March 26, 1986, recorded in Deed Book 5569, Page 664, and as amended by a Ninth Amendment to Master Deed dated April 21, 1986, recorded in Deed Book 5580, Page 132,

all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 12, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 12, and the Floor Plans of Units 12-1, 12-2, 12-3, 12-4 and 12-5 in Building No. 12, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book _____, Pages _____ through _____ in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common

Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	0.79
1-2	912.14	0.97
1-3-L	715.22	0.76
1-3-U	715.22	0.76
1-4-L	854.97	0.91
1-4-U	854.97	0.91
2-1-L	854.97	0.91
2-1-U	854.97	0.91
2-2	912.14	0.97
2-3-L	854.97	0.91
2-3-U	854.97	0.91
3-1-L	854.97	0.91
3-1-U	854.97	0.91
3-2-L	715.22	0.76
3-3-U	715.22	0.76
3-3	912.14	0.97
3-4	741.22	0.79
4-1-L	854.97	0.91
4-1-U	854.97	0.91
4-2	912.14	0.97
4-3	913.83	0.97
5-1-L	854.97	0.91
5-1-U	854.97	0.91
5-2-L	715.22	0.76
5-2-U	715.22	0.76
5-3	740.02	0.78
5-4	741.22	0.79
6-1	912.14	0.97
6-2	912.14	0.97
6-3	912.14	0.97
6-4	912.14	0.97
7-1-L	854.97	0.91
7-1-U	854.97	0.91

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
7-2-L	715.22	0.76
7-2-U	715.22	0.76
7-3	912.14	0.97
7-4	912.14	0.97
8-1	1032.51	1.09
8-2	1028.93	1.09
8-3	1022.00	1.08
8-4	1262.37	1.34
8-5-L	1143.52	1.21
8-5-U	872.44	0.92
9-1	1024.69	1.09
9-2	1237.41	1.31
9-3	1238.23	1.31
9-4	1234.02	1.31
9-5	1236.07	1.31
10-1-L	847.18	0.90
10-1-U	874.33	0.93
10-2	1301.77	1.38
10-3	1295.94	1.37
10-4	1299.86	1.38
11-1	1043.66	1.11
11-2	1036.40	1.10
11-3	1027.12	1.09
11-4	1034.84	1.10
11-5	1039.27	1.10
11-6	1030.31	1.09
12-1	1303.29	1.38
12-2	1300.28	1.38
12-3	1315.78	1.39
12-4	1294.11	1.37
12-5	1091.73	1.16
13-1-L	1129.07	1.20
13-1-U	1171.25	1.24
13-3	1088.89	1.15
13-4-L	843.41	0.89
13-4-U	874.05	0.93
13-5-L	847.25	0.90
13-5-U	871.65	0.92
14-1	1316.15	1.39
14-2	1321.72	1.40
14-3	1315.67	1.39
14-4	1320.50	1.40
14-5	1111.07	1.18
14-6	1100.85	1.17
14-7	1315.54	1.39

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
15-1-L	851.92	0.90
15-1-U	879.00	0.93
15-2-L	852.06	0.90
15-2-U	877.88	0.93
15-3	1300.94	1.38
15-4	1300.13	1.38
15-5	1303.22	1.38
16-1-L	725.84	0.77
16-1-U	1129.79	1.20
16-2	718.77	0.76
16-3	1238.97	1.31
16-4	1230.55	1.30
16-5-L	513.08	0.54
16-5-U	547.37	0.58
16-6-L	513.58	0.54
16-6-U	548.97	0.58
16-7	1016.23	1.08
16-8	1031.23	1.09
16-9	<u>1033.25</u>	<u>1.09</u>
	94,398.16	100.00%

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on September 16, 1986, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Richard H. Soaper Jr.
NOTARY PUBLIC *State-at-large*

My commission expires: October 16, 1987

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

Richard H. Soaper Jr.

36
459
27+28

BT H
15-02
Michael R.C.
94488

END OF DOCUMENT

4. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 3 of this Third Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By 
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on February 22, 1984, by Fred A. Fischer, President of Crescent

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
2-1-U	854.97	1.99
2-2	912.14	2.12
2-3-L	854.97	1.99
2-3-U	854.97	1.99
3-1-L	854.97	1.99
3-1-U	854.97	1.99
3-2-L	715.22	1.66
3-3-U	715.22	1.66
3-3	912.14	2.12
3-4	741.22	1.72
4-1-L	854.97	1.99
4-1-U	854.97	1.99
4-2	912.14	2.12
4-3	913.83	2.12
5-1-L	854.97	1.99
5-1-U	854.97	1.99
5-2-L	715.22	1.66
5-2-U	715.22	1.66
5-3	740.02	1.72
5-4	741.22	1.72
6-1	912.14	2.12
6-2	912.14	2.12
6-3	912.14	2.12
6-4	912.14	2.12
7-1-L	854.97	1.99
7-1-U	854.97	1.99
7-2-L	715.22	1.66
7-2-U	715.22	1.66
7-3	912.14	2.12
7-4	912.14	2.12
8-1	1032.51	2.40
8-2	1028.93	2.39
8-3	1022.00	2.38
8-4	1262.37	2.93
8-5-L	1143.52	2.66
8-5-U	872.44	2.03
9-1	1024.69	2.38
9-2	1237.41	2.87
9-3	1238.23	2.88
9-4	1234.02	2.87
9-5	1236.07	2.87
	<u>43,022.44</u>	<u>100.00%</u>

2. The Developer records and files herewith the plans for Buildings Nos. 8 and 9, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Buildings Nos. 8 and 9, and the Floor Plans of Units 8-1, 8-2, 8-3, 8-4, 8-5-L and 8-5-U in Building No. 8 and Units 9-1, 9-2, 9-3, 9-4 and 9-5 in Building No. 9, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File #367, and Condominium Ownership Book 31, Pages 25 through 27 in said Clerk's office.

3. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.72
1-2	912.14	2.12
1-3-L	715.22	1.66
1-3-U	715.22	1.66
1-4-L	854.97	1.99
1-4-U	854.97	1.99
2-1-L	854.97	1.99

1. The following described real property containing approximately 6.852 acres described as Tract 1B on Exhibit D to the Master Deed is added to the Regime:

BEGINNING at a point in the south right of way line of Bickel Lane such point being the northeast corner of the tract conveyed to Crescent Spring Condominiums, Inc. by deed dated December 30, 1980 and recorded in Deed Book 5233, page 788 in the office of the County Clerk of Jefferson County, Kentucky; thence S. $03^{\circ} 05' 26''$ E. 163.29' to a point; thence S. $70^{\circ} 54' 49''$ W. 85.00' to a point; thence S. $06^{\circ} 06' 30''$ E. 110.06' to a point; thence S. $03^{\circ} 53' 48''$ E. 220.04' to a point; thence S. $84^{\circ} 06' 37''$ W. 100.79' to a point; thence S. $16^{\circ} 11' 22''$ W. 251.45' to a point; thence S. $08^{\circ} 25' 40''$ E. 252.72' to a point; thence S. $80^{\circ} 49' 03''$ W. 67.02' to a point; thence N. $69^{\circ} 49' 17''$ W. 191.67' to a point; thence N. $15^{\circ} 00' 00''$ E. 135.12' to a point; thence S. $75^{\circ} 00' 00''$ E. 17.20' to a point; thence N. $12^{\circ} 09' 14''$ E. 75.51' to a point; thence N. $75^{\circ} 42' 26''$ W. 74.00' to a point; thence N. $14^{\circ} 17' 34''$ E. 38.43' to a point; thence N. $75^{\circ} 42' 26''$ W. 74.00' to a point; thence N. $13^{\circ} 11' 12''$ W. 42.67' to a point; thence N. $75^{\circ} 00' 00''$ W. 51.69' to a point; thence N. $15^{\circ} 00' 00''$ W. 198.41' to a point; thence with the south right of way line of Bickel Lane N. $27^{\circ} 50' 37''$ E. 46.13' to a point; thence N. $35^{\circ} 33' 42''$ E. 79.89' to a point; thence N. $43^{\circ} 34' 15''$ E. 94.75' to a point; thence N. $51^{\circ} 34' 48''$ E. 157.42' to a point; thence N. $58^{\circ} 55' 26''$ E. 184.45' to a point; thence N. $60^{\circ} 55' 30''$ E. 180.41' to the point of beginning.

BEING part of the same real property acquired by the Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, and re-recorded in Deed Book 5233, Page 788, in the aforesaid County Clerk's office.

THIRD AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February 22, 1984, declares and publishes this Third Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, and as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, all of record in the Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed to add a tract of real property to the condominium regime (the "Regime") and provide for the inclusion of buildings as they are built; and

WHEREAS, construction of two buildings has now been completed on the tract to be included in the Regime and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

FILED IN OFFICE

FEB 22 1984

EREMIE... Clerk

July 22, 1983

As of this date the Board of Administration has voted unanimously to add the following item to the Regime Rules of Crescent Spring Condominiums:

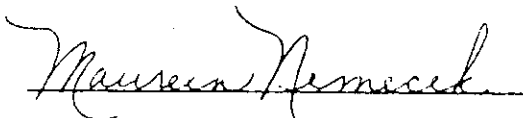
30. No unit owner may display any type of sign on his or her unit for any purpose.

Board of Administration
Crescent Spring Condominiums



Fred A. Fischer

Acting Board



Maureen Nemecek-Witness

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.

WITNESS the signature of the Developer by its duly authorized officer on the date first above written.

CRESCENT SPRING CONDOMINIUMS, INC.

By: *Fred A. Fischer*
Fred A. Fischer President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 27th day of October, 1982, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Timothy W. Martin
Notary Public

Commission expires: July 10, 1985

This Instrument Prepared By
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

Marshall P. Eldredge

William
J.P.
BTH
49808

OF RECORD

1. The following Section AA. is added to the Master Deed:

AA. Amendment or Merger of the Regime. The Regime may not be amended or merged with another condominium regime without the prior written approval of the Administrator of the Veterans Administration. Should the Developer desire approval by the Veterans Administration for any anticipated future phase, then the Developer covenants that the Regime will not be merged with such future phase or phases without the prior written approval of the Administrator of the Veterans Administration.

2. Section H. of the Master Deed is amended to read as follows:

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 seventy-five 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, 1986, 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

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 16, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 16, and the Floor Plans of Units 16-1-U, 16-1-L, 16-2, 16-3, 16-4, 16-5-L, 16-5-U, 16-6-L, 16-6-U, 16-7, 16-8 and 16-9 in Building No. 16, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 33, Pages 16 through 17 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

FILED IN OFFICE

bb:cp.139M
2/14/85

D.E 5480 / SES

FIFTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February __, 1985, declares and publishes this Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, and as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has not been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

he shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith in his conduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Council is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Section 4. Incorporation. In the event the Council of Co-owners chooses to incorporate as permitted in the Declaration, these Bylaws shall become the bylaws of said corporation.

Section 5. Inter-Council Association. By action of the Board, the Council may participate in and contract with other such boards and councils of condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

Section 6. Enforcement. Violation of the provisions of the Declaration, these Bylaws or any Regime rules may be remedied in any court of law or equity having jurisdiction thereof by the Council, its Board or managing agent or

Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: ~~October 1, 1988~~ Oct. 1, 1989

Richard H. Soaper, Jr.
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

Richard H. Soaper, Jr.

5127-418

1. The Developer records and files herewith the plans for Building No. 11, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 11, and the Floor Plans of Units 11-1, 11-2, 11-3, 11-4, 11-5 and 11-6 in Building No. 11, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 31, Pages 35 through 36 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.51
1-2	912.14	1.85
1-3-L	715.22	1.45
1-3-U	715.22	1.45
1-4-L	854.97	1.74
1-4-U	854.97	1.74
2-1-L	854.97	1.74
2-1-U	854.97	1.74
2-2	912.14	1.85

5127-418

5427-417

FOURTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on May 31, 1984, declares and publishes this Fourth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

5427-417

Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 7-15-2000

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Mark B. Davis, Jr.
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

[Signature]

5427-419

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
2-3-L	854.97	1.74
2-3-U	854.97	1.74
3-1-L	854.97	1.74
3-1-U	854.97	1.74
3-2-L	715.22	1.45
3-3-U	715.22	1.45
3-3	912.14	1.85
3-4	741.22	1.51
4-1-L	854.97	1.74
4-1-U	854.97	1.74
4-2	912.14	1.85
4-3	913.83	1.85
5-1-L	854.97	1.74
5-1-U	854.97	1.74
5-2-L	715.22	1.45
5-2-U	715.22	1.45
5-3	740.02	1.51
5-4	741.22	1.51
6-1	912.14	1.85
6-2	912.14	1.85
6-3	912.14	1.85
6-4	912.14	1.85
7-1-L	854.97	1.74
7-1-U	854.97	1.74
7-2-L	715.22	1.45
7-2-U	715.22	1.45
7-3	912.14	1.85
7-4	912.14	1.85
8-1	1032.51	2.10
8-2	1028.93	2.09
8-3	1022.00	2.08
8-4	1262.37	2.56
8-5-L	1143.52	2.32
8-5-U	872.44	1.77
9-1	1024.69	2.08
9-2	1237.41	2.51
9-3	1238.23	2.52
9-4	1234.02	2.51
9-5	1236.07	2.51
11-1	1043.66	2.12
11-2	1036.40	2.10
11-3	1027.12	2.09
11-4	1034.84	2.10
11-5	1039.27	2.10
11-6	1030.31	2.09
	<u>49,234.04</u>	<u>100.00%</u>

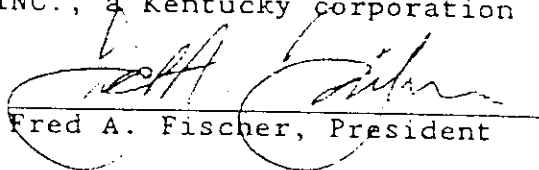
5427-419

3. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 2 of this Fourth Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By


Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on May 1, 1984, by Fred A. Fischer, President of Crescent

1. The Developer records and files herewith the plans for Building No. 11, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 11, and the Floor Plans of Units 11-1, 11-2, 11-3, 11-4, 11-5 and 11-6 in Building No. 11, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 31, Pages 35 through 36 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.51
1-2	912.14	1.85
1-3-L	715.22	1.45
1-3-U	715.22	1.45
1-4-L	854.97	1.74
1-4-U	854.97	1.74
2-1-L	854.97	1.74
2-1-U	854.97	1.74
2-2	912.14	1.85

5427-417

FOURTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on May 31, 1984, declares and publishes this Fourth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has now been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, THEREFORE, the Developer amends the Master Deed as follows:

5427-417

Spring Condominiums, Inc., a Kentucky corporation, on behalf
of the corporation.

My commission expires: 7-1-2000

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
BROWN, TODD & HEYBURN
Mark B. Davis, Jr.
Richard H. Soaper, Jr.
1600 Citizens Plaza
Louisville, Kentucky 40202

[Signature]

4. As the Regime is further expanded pursuant to the provisions of Section W of the Master Deed, the percentages of common interest set forth in paragraph 3 of this Third Amendment may be changed by the recording of a further amendment or amendments to the Master Deed to reflect the new percentage 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 percentage is determined by measurement of such total square footage on an "as built" basis.

WITNESS the signature of the Developer by its duly authorized officer on the date set forth above.

CRESCENT SPRING CONDOMINIUMS,
INC., a Kentucky corporation

By *Fred A. Fischer*
Fred A. Fischer, President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on February 22, 1984, by Fred A. Fischer, President of Crescent

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
2-1-U	854.97	1.99
2-2	912.14	2.12
2-3-L	854.97	1.99
2-3-U	854.97	1.99
3-1-L	854.97	1.99
3-1-U	854.97	1.99
3-2-L	715.22	1.66
3-3-U	715.22	1.66
3-3	912.14	2.12
3-4	741.22	1.72
4-1-L	854.97	1.99
4-1-U	854.97	1.99
4-2	912.14	2.12
4-3	913.83	2.12
5-1-L	854.97	1.99
5-1-U	854.97	1.99
5-2-L	715.22	1.66
5-2-U	715.22	1.66
5-3	740.02	1.72
5-4	741.22	1.72
6-1	912.14	2.12
6-2	912.14	2.12
6-3	912.14	2.12
6-4	912.14	2.12
7-1-L	854.97	1.99
7-1-U	854.97	1.99
7-2-L	715.22	1.66
7-2-U	715.22	1.66
7-3	912.14	2.12
7-4	912.14	2.12
8-1	1032.51	2.40
8-2	1028.93	2.39
8-3	1022.00	2.38
8-4	1262.37	2.93
8-5-L	1143.52	2.66
8-5-U	872.44	2.03
9-1	1024.69	2.38
9-2	1237.41	2.87
9-3	1238.23	2.88
9-4	1234.02	2.87
9-5	1236.07	2.87
	<u>43,022.44</u>	<u>100.00%</u>

2. The Developer records and files herewith the plans for Buildings Nos. 8 and 9, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Buildings Nos. 8 and 9, and the Floor Plans of Units 8-1, 8-2, 8-3, 8-4, 8-5-L and 8-5-U in Building No. 8 and Units 9-1, 9-2, 9-3, 9-4 and 9-5 in Building No. 9, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File ^{#307,} and Condominium Ownership Book 31, Pages 25 through 27 in said Clerk's office.

3. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

<u>Unit Designations</u>	<u>Square Footage</u>	<u>Percentage of Common Interest</u>
1-1	741.22	1.72
1-2	912.14	2.12
1-3-L	715.22	1.66
1-3-U	715.22	1.66
1-4-L	854.97	1.99
1-4-U	854.97	1.99
2-1-L	854.97	1.99

1. The following described real property containing approximately 6.852 acres described as Tract 1B on Exhibit D to the Master Deed is added to the Regime:

BEGINNING at a point in the south right of way line of Bickel Lane such point being the northeast corner of the tract conveyed to Crescent Spring Condominiums, Inc. by deed dated December 30, 1980 and recorded in Deed Book 5233, page 788 in the office of the County Clerk of Jefferson County, Kentucky; thence S. $03^{\circ} 05' 26''$ E. 163.29' to a point; thence S. $70^{\circ} 54' 49''$ W. 85.00' to a point; thence S. $06^{\circ} 06' 30''$ E. 110.06' to a point; thence S. $03^{\circ} 53' 48''$ E. 220.04' to a point; thence S. $84^{\circ} 06' 37''$ W. 100.79' to a point; thence S. $16^{\circ} 11' 22''$ W. 251.45' to a point; thence S. $08^{\circ} 25' 40''$ E. 252.72' to a point; thence S. $80^{\circ} 49' 03''$ W. 67.02' to a point; thence N. $69^{\circ} 49' 17''$ W. 191.67' to a point; thence N. $15^{\circ} 00' 00''$ E. 135.12' to a point; thence S. $75^{\circ} 00' 00''$ E. 17.20' to a point; thence N. $12^{\circ} 09' 14''$ E. 75.51' to a point; thence N. $75^{\circ} 42' 26''$ W. 74.00' to a point; thence N. $14^{\circ} 17' 34''$ E. 38.43' to a point; thence N. $75^{\circ} 42' 26''$ W. 74.00' to a point; thence N. $13^{\circ} 11' 12''$ W. 42.67' to a point; thence N. $75^{\circ} 00' 00''$ W. 51.69' to a point; thence N. $15^{\circ} 00' 00''$ W. 198.41' to a point; thence with the south right of way line of Bickel Lane N. $27^{\circ} 50' 37''$ E. 46.13' to a point; thence N. $35^{\circ} 33' 42''$ E. 79.89' to a point; thence N. $43^{\circ} 34' 15''$ E. 94.75' to a point; thence N. $51^{\circ} 34' 48''$ E. 157.42' to a point; thence N. $58^{\circ} 55' 26''$ E. 184.45' to a point; thence N. $60^{\circ} 55' 30''$ E. 180.41' to the point of beginning.

BEING part of the same real property acquired by the Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, and re-recorded in Deed Book 5233, Page 788, in the aforesaid County Clerk's office.

THIRD AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February 22, 1984, declares and publishes this Third Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, and as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, all of record in the Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed to add a tract of real property to the condominium regime (the "Regime") and provide for the inclusion of buildings as they are built; and

WHEREAS, construction of two buildings has now been completed on the tract to be included in the Regime and Developer's engineer is able to certify the percentage of common interest of each unit,

NOW, ^I THEREFORE, the Developer ^I amends the Master Deed as follows:

FILED IN OFFICE

FEB 22 1984

BREMEN, Clerk

July 22, 1983

As of this date the Board of Administration has voted unanimously to add the following item to the Regime Rules of Crescent Spring Condominiums:

30. No unit owner may display any type of sign on his or her unit for any purpose.

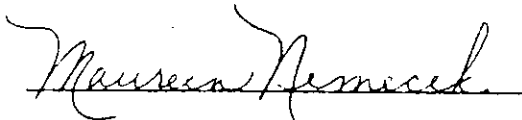
Board of Administration

Crescent Spring Condominiums



Fred A. Fischer

Acting Board



Maureen Nemecek-Witness

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.

WITNESS the signature of the Developer by its duly authorized officer on the date first above written.

CRESCENT SPRING CONDOMINIUMS, INC.

By: *Fred A. Fischer*
Fred A. Fischer President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 22^d day of October, 1982, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Timothy W. Martin
Notary Public

Commission expires: July 10, 1985

This Instrument Prepared By
Brown, Todd & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202

Marshall P. Eddings Jr.

William
8-20
BTH
49808

1. The following Section AA. is added to the Master Deed:

AA. Amendment or Merger of the Regime. The Regime may not be amended or merged with another condominium regime without the prior written approval of the Administrator of the Veterans Administration. Should the Developer desire approval by the Veterans Administration for any anticipated future phase, then the Developer covenants that the Regime will not be merged with such future phase or phases without the prior written approval of the Administrator of the Veterans Administration.

2. Section H. of the Master Deed is amended to read as follows:

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 seventy-five 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, 1986, 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

NOW, THEREFORE, the Developer amends the Master Deed as follows:

1. The Developer records and files herewith the plans for Building No. 16, as built, the Plans containing the verified statement of a professional engineer as required by KRS 381.835(5) and amends the Master Deed to adopt the plans of Building No. 16, and the Floor Plans of Units 16-1-U, 16-1-L, 16-2, 16-3, 16-4, 16-5-L, 16-5-U, 16-6-L, 16-6-U, 16-7, 16-8 and 16-9 in Building No. 16, recorded and filed herewith. The amended plans are recorded in Condominium Ownership File and Condominium Ownership Book 33, Pages 16 through 17 in said Clerk's office.

2. Section B and C of the Master Deed recognize that upon completion of the construction of all units, all of the common interest percentages set forth on Exhibit A to the Master Deed would be changed to reflect the percentage of common interest of all units to the total unit space on a square footage basis (being the redistribution on an "as built" basis contemplated by KRS 381.830(1)(b)).

The Developer establishes the following as the percentage of common interest of all units to the total unit space based on an "as built" square footage basis:

FILED IN OFFICE

2/14/85

D.E. 5480 / 558

FIFTH AMENDMENT TO MASTER DEED
AND DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF CRESCENT SPRING CONDOMINIUMS

CRESCENT SPRING CONDOMINIUMS, INC., a Kentucky corporation (the "Developer"), on February __, 1985, declares and publishes this Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Crescent Spring Condominiums dated October 27, 1981, and recorded October 28, 1981, in Deed Book 5259, page 35, as amended by the First Amendment to the Master Deed dated March 18, 1982, recorded in Deed Book 5279, page 1, as amended by the Second Amendment to the Master Deed dated October 22, 1982, recorded in Deed Book 5316, page 998, and as amended by the Third Amendment to the Master Deed dated February 22, 1984, recorded in Deed Book 5408, page 738, and as amended by a Fourth Amendment to the Master Deed dated May 31, 1984, recorded in Deed Book 5427, Page 417, all of record in the County Clerk's office of Jefferson County, Kentucky (the "Master Deed").

W I T N E S S E T H:

WHEREAS, under Section W of the Master Deed the Developer has retained the right to amend the Master Deed and provide for the inclusion of buildings into the condominium regime (the "Regime") as they are built; and

WHEREAS, construction of one additional building has not been completed and Developer's engineer is able to certify the percentage of common interest of each unit,

he shall be finally adjudged in such action, suit or proceeding to be liable for fraud or bad faith in his conduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Council is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Section 4. Incorporation. In the event the Council of Co-owners chooses to incorporate as permitted in the Declaration, these Bylaws shall become the bylaws of said corporation.

Section 5. Inter-Council Association. By action of the Board, the Council may participate in and contract with other such boards and councils of condominium regimes for the purposes of efficiency and economy in the operation and maintenance of the condominium regimes participating therein.

Section 6. Enforcement. Violation of the provisions of the Declaration, these Bylaws or any Regime rules may be remedied in any court of law or equity having jurisdiction thereof by the Council, its Board or managing agent or

THIS IS AN OFFICIAL NOTIFICATION CONCERNING INSURANCE FROM
THE BOARD OF CRESCENT SPRINGS CONDOMINIUM ASSOCIATION, INC.

MARCH 13, 1985

HOMEOWNERS INSURANCE REQUIREMENTS

There has been some confusion in the past as to what specifically the Association insurance covers and just what we as individuals need to have covered by our Homeowners Policy. The Board received a letter from the attorney who prepared the Master Deed and other documents from which the following paragraph is quoted.

"Addressing the concern you raised specifically, it is the responsibility of the Board to obtain a master insurance policy insuring damage or destruction to the common elements, including interior unfinished surface walls, ceilings and floors of each unit since they are a part of the limited common elements as defined in Section A(3). On the other hand, it is not the responsibility of the Board to obtain insurance covering damage or destruction to those items inside the units such as wallpaper, molding and bookcases, stairways, cabinets, electric fixtures, and bathroom fixtures."

In addition to the above, the following list was compiled by the Board and the Developer, using his construction schedule and item cost allowance listing. All should be included for coverage under our various Homeowners Policies.

- *Electric fixtures, switches, outlets, etc.
- *Finish plumbing, fixtures, tubs, etc.
- *Kitchen appliances, counters & tops
- *Water heater, HVAC equipment (incl. heatpump)
- *doors, cabinets, & finish hardware
- *marble, mirrors, glass (interior)
- *interior paint, stain, & wallpaper
- *carpet, vinyl, tile etc.
- *shades, drapes, blinds etc.

This itemization, based on the Developers cost plus profit, as of 2/13/85, would yield a square foot cost of \$15 to \$20 depending on the individual Unit size. i.e. the smaller the Unit, the higher the square foot cost. This is intended only as an estimate of cost, based on present conditions, and does not include any allowance for personal property or valuables.

For further clarification, any material exposed to outside elements (skylights, decks & balconies, doors & windows etc.) would be covered under the Association policy as would standard interior stairs - and please be reminded that any mod-

ification, change, or addition (including planting & landscaping) must have written approval by the Board and the Owner accept responsibility for maintenance & repair of such.

The Board Strongly Recommends that you & your insurance agent review the following:

pp. 2-5 of the Master Deed & Declaration

pp. 16-19 " " " " "

p.7 - #28 of the Regeim Rules

pp. 2-3 of the Additional Rules

The present coverage provided by the Association Policy will expire on April 19, 1985.

Stated simply, what this is all about is bringing our insurance coverage into conformity with what the Master Deed calls for in the most equitable, fair, and very possibly cost effective manner and form.

If there are any questions after review of the above, and discussion with your agent, feel free to contact your Board President at 897-6296.

MASTER DEED AND DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF CRESCENT SPRING CONDOMINIUM

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MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF

CRESCENT SPRING CONDOMINIUMS

Crescent Spring Condominiums, Inc., a Kentucky corporation, (the "Developer") declares this as its plan for ownership in condominium of certain property near Ewing Avenue and Bickel Lane, in Louisville, 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 "CRESCENT SPRING 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.

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;
- (e) Attic areas above Units; and
- (f) 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 totally inside a Unit;

- (d) Utility service facilities serving a Unit or several Units;
- (f) Door and window frames for each Unit;
- (g) Unit porches, patios, balconies and decks, indicated on plans recorded or to be recorded under Section B of this Declaration.
- (h) One automobile parking space per Unit in the paved parking areas, which may be designated by the Developer or the Board of Administration under subsections 9 and 10 of Section D of this Declaration.
- (i) Enclosed storage areas appurtenant to those Units indicated on plans recorded or to be recorded under Section B 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 37 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 37 Units of the Regime. Plans of the Regime have been recorded in the office of the County Court Clerk of Jefferson County, Kentucky in Condominium Ownership Book 26, pages 26 through 29, inclusive, File No. 294, simultaneously with this Declaration and show the 37 Units to be contained in seven 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

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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

BOOK 5259 PAGE 42

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 37 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. Any 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 Developer hereby reserves the right, until sale and conveyance of all Units, to grant to any Unit owner, and to no other person, the perpetual and 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

BOOK 5259 PAGE 42

Developer has granted the exclusive use, 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. Subject to the foregoing, the Board of Administration may determine to grant to a Unit owner the exclusive use and possession of an additional parking space or spaces in any portion of the Common Elements designated for parking. A Unit owner's use and possession of parking spaces shall be subject to such reasonable rules and regulations as the Board determines.

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.

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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 twenty-four months after ninety percent 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.

5259 44

3. 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.

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, 1986, whichever first occurs. Until that time,

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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 provisions 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

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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.

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

L. Unpaid Common Expenses Constitute Lien. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (2) the lien of a first mortgage. 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 on which the same become due, the Board may assess a "late charge" of ten percent of the unpaid amount and, if such share remains unpaid for a period

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of thirty days following the due date, together with any late charge thereon, the Board may declare the entire proportionate share of Common Expenses of that Unit owner for the next succeeding full twelve calendar months immediately due and payable, without further notice or demand, and proceed 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 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.

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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, 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, workmen's compensation insurance (referred to in this Declaration as "master policy"), with respect to the Regime 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 Regime 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 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.

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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 errors and omission insurance protecting its members from individual liability arising out of their Board activities and to procure fidelity bond coverage for persons or entities handling Council funds.

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

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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, 1986, 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

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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 37-Unit Regime is the first phase of a contemplated 100 Unit Regime to be constructed on a total of approximately 10.5 acres of land. The

complete 100 Unit Regime, if all Units are built, is to be completed no later than December 31, 1986. 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 100 Units; (b) include in the Regime less than the entire Tract B; (c) limit the Regime to no more than the currently planned 37 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 these reservations with regard to all or portions of Tract B. In expanding the Regime, the Developer covenants that:

1. No more than 100 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 37-Unit Regime.

3. The percentage of common interest of any one Unit, when and if adjusted by expansion of subsequent phases,

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shall not be reduced below four-tenths of one percent (.4%). The maximum percentage of common interest for any Unit, which assumes no more than 37 Units in the Regime, is 1.32%.

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, 1986.

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 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.

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2. Consent of Mortgage Holders. Joining in this instrument is Greater Louisville First Federal Savings and Loan Association ("Greater Louisville") holder of two mortgages on the subject property, both dated June 9, 1981, recorded in Mortgage Book 1984, page 177, and in Mortgage Book 1984, page 182, in the Jefferson County Clerk's office, to indicate its consent thereto, the Developer agreeing that Greater Louisville'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 October 27, 1981, and the signature of Greater Louisville by its duly authorized officer on the date indicated.

CRESCENT SPRING CONDOMINIUMS, INC.

By Fred A. Fischer
Fred A. Fischer, President

GREATER LOUISVILLE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By Howard B. [Signature]
President

Date: Oct 27 1981

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this October 27, 1981, by Fred A. Fischer, President of Crescent Spring Condominiums, Inc., a Kentucky corporation, on behalf of the corporation.

Madelaine M. Miller
Notary Public Jeff. Co., KY.

Commission expires: Jan 9, 1985

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this October 27th, 1981, by Frances B. Helligan Vice - President of Greater Louisville First Federal Savings and Loan Association, on behalf of said association.

Madelaine M. Miller
Notary Public

Commission expires: Jan 9, 1985

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

Mark B. Davis Jr.

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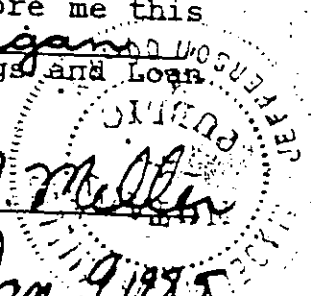


EXHIBIT A

The property being submitted to the Regime known as "Crescent Spring Condominiums" is located in Louisville, Jefferson County, Kentucky, and is more particularly described as follows:

BEING a part of the same property conveyed to Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, re-recorded in Deed Book 5233, Page 788, in the Jefferson County Clerk's office and being Tract 1A as shown on the plat attached hereto as a part hereof and marked "Exhibit D," approved by the Louisville and Jefferson County Planning Commission on October 28, 1981, bearing file No. 215-21.

EXHIBIT B

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The balance of the property owned by the Developer which may or may not be submitted to a Regime known as "Crescent Spring Condominiums" is located in Louisville, Jefferson County, Kentucky, north of the property described in Exhibit 1A, and is more particularly described as follows:

BEING a part of the same property conveyed to Developer by Deed dated December 30, 1980, of record in Deed Book 5208, Page 51, re-recorded in Deed Book 5233, Page 788, in the Jefferson County Clerk's office, and being Tract 1B as shown on the plat attached hereto as Exhibit D.

COMMONWEALTH OF KENTUCKY

Handwritten notes:
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Signature: [Handwritten signature]

RECORDED BY BTH

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