

MASTER DEED
FOR
CANTERBURY PLACE

CANTERBURY PLACE, INC., a Kentucky corporation, 1900 Plantside Drive, Louisville, Kentucky 40299, hereafter referred to as the Developer, on the 15th day of October, 1990, submits the herein described property to the condominium form of ownership and use in the manner provided by the Kentucky Horizontal Property Law as set out in KRS 381.805 through 381.910, as amended. The property is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 9 and 10, Eastgate, plat of which is recorded in Plat and Subdivision Book 36, Page 39, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING the same property conveyed to the Developer by Deed dated September 20, 1989, and recorded in Deed Book 5899, Page 220, in said Clerk's Office.

In order to create a Condominium Regime consisting of the property described above and improvements thereon (the "Regime"), to be known as Canterbury Place, the Developer hereby submits this property and all the Developer's interest therein to a horizontal property regime and in furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Master Deed constitutes covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Project.

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

1. "Council of Co-owners" or "Council" means all of the unit owners acting as a group in accordance with the Master

Deed, any amendments thereto, the by-laws and any other governing documents.

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

(a) The land in fee simple described herein above;

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

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

(d) The clubhouse, swimming pool and recreational areas;

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

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

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

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

(a) Entrances and exits to the unit;

(b) Chimneys;

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

(d) Patio area located to the front and side of each unit;

(e) Windows and window frames for each unit.

4. "Unit" or "Condominium Unit" means the enclosed space consisting of one or more rooms occupying one or more floors

in a building (including the space between floors within the unit), having direct access to the Common Elements, as shown on the plans of the Regime recorded herewith or to be recorded under Section B of this Declaration. The attic area immediately above the garage and the ground floor of a Unit, whether finished or unfinished, and the garage attached to the ground floor of a Unit are part of the Unit. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment, electrical facilities, hot water heater, telephone, window panes, dishwasher and other equipment located within or connected to said Unit for the purpose of serving same and including the garage door equipment located in the garage space for said Unit are a part of the Unit. Provided, however, any interior load bearing wall of a Unit shall be considered a General Common Element.

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

B. Description of Units. It is hereby declared that this Master Deed will initially cover four units, but the Developer intends to develop the Regime incrementally so that the Regime will eventually be divided into 96 units, with the owners of each Unit having a common right to share with the other Co-owners in the General Common Elements of the Regime in accordance with each Unit's percentage of common interest, representing the floor area of the ground floor, the attic, whether finished or unfinished, and the garage of the Unit in relation to the floor area of the whole Regime. The units initially covered by this Master Deed together with the reserved space for the intended additional units are shown and designated in plans, recorded in the Office of the County Clerk of Jefferson County, Kentucky in Apartment Ownership Book 43, Pages 21 through 22, to be amended from time to time which plans and amended plans are incorporated in this Declaration by reference. Each Unit is designated by unit numbers as shown on said plans as amended. Each Unit shall have available for use by its lawful occupants the Limited Common Elements, heretofore defined, reserved for the use of said Unit. Developer reserves an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the percentage interests and voting rights appurtenant to each of the condominium units in the condominium in accordance with the provisions of this declaration and to execute, acknowledge, and deliver such further instruments and amendments as may from time to time be required in order to accomplish the purposes of this paragraph. Each owner and each mortgagee of a condominium unit in the condominium shall be deemed to have acquiesced in the amendments to this declaration and in amendments to the Condominium Plat for the purpose of adding the additional condominium units and common elements to the condominium in the manner set forth herein, and shall be deemed to have granted unto the said Developer an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments; and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further

instruments, if any, as may be required by the Developer, its successors, and assigns, to properly accomplish such amendments.

C. Common Interest. Each Unit shall have appurtenant thereto an undivided percentage of common interest in the General 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 initial undivided percentage of common interest for each Unit is shown in Schedule A, attached hereto and made a part hereof by reference.

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

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

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

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

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

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

6. Easements of records affecting the Regime property, including any private roadways, to be shared with adjoining property, as shown on the recorded plans.

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

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

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

1. The Unit shall be used only for residential purposes and shall be subject to such limitations and conditions as may be contained herein, or in the By-Laws of the Council of Co-owners or any Regime rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units, the Limited Common Elements and General Common Elements.

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

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

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

5. No Unit may be leased for a period of more than one year, such lease to be in writing and to permit renewals thereof only on a year-to-year basis. Each owner and lessee shall have a duty to promptly furnish the Board with a copy of the lease and written notification setting forth the names of any leasees, the names of all occupants of leased units and the make and license plate number of all vehicles used by occupants of any leased unit.

6. Window treatments (blinds, draperies, etc.) that are visible from the exterior of the Unit must be approved in advance and in writing by the Board or its designated Agent.

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

The above paragraph notwithstanding, the administration of the Regime, including the adoption and amendment of By-Laws, adoption of Regime rules, assessment of Common Expenses, and all other matters relating to the governing of the Regime, shall be vested in the Developer until the earlier of the following: (a) 60 days after all units have been sold; (b) until five (5) years after the date of this Master Deed; or (c) until the Developer within its sole discretion elects to surrender this power to the Unit owners. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the developer upon

acceptance of a deed to a Unit), all Unit owners agreeing to such administration by the Developer in accepting unit conveyances.

H. Administration of the Regime. Administration of the Condominium 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 Horizontal Property Law, this Master Deed, the By-Laws of the Council, and all Regime Rules and Regulations adopted by the Board of Administration.

I. Board of Administration.

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

2. Developer shall at least thirty (30) days prior to relinquishing control call the first annual meeting of the Council of Co-owners for the purpose of conducting such business as may be appropriate and the election of seven (7) Directors to take office at such meeting, being four (4) for a term of one (1) year and three (3) for a term of two (2) years, the length of terms of the first Directors elected shall be determined by lot at the Board's first meeting. All nominations shall require the Owners of at least 2 units and shall be submitted to the Secretary at least 10 days before said election. Nominations may be made from the floor at all annual meetings by the Owners of at least 2 units. Thereafter, annual meetings of the Council of Co-owners shall be held on the first Monday in June each year except in the event the first Board shall have served for less than 90 days prior to the next succeeding June 1, the next annual meeting shall be the first Monday of the second succeeding June and shall include election of the Directors for 2-year terms to fill the seats of those whose terms expire at such meeting. The date for annual meetings may be changed by the By-Laws. The Board of Administration (herein referred to as "Board") shall be composed of not less than five (5) and not more than seven (7) members, all of whom shall be Unit

owners except in the event a Unit owner is a legal entity other than an individual, any officer, director, shareholder, partner, beneficiary or trustee of such other entity shall be eligible to serve as a Director or Member of the Board. The Officers of the Association shall be a President, Vice President, Secretary and Treasurer provided the offices of Secretary and Treasurer may be combined into one office to be held by one person. All Officers shall be elected by a majority vote of the Board of Directors from among its members and shall hold office until the following annual meeting unless sooner relieved of their duties in accordance with the By-Laws.

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

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

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

J. Maintenance.

1. Developer, prior to relinquishment of its administration, and thereafter the Board of Administration shall levy and collect appropriate special assessments and monthly

maintenance fees for the operation of the Condominium Regime in accordance with KRS 381.870 for which a lien is created on each Unit pursuant to KRS 381.883 and Section M of this Master Deed. The power is hereby further granted such levying authority to impose monthly late charges of not more than fifteen percent (15%) against all Units which are more than ten (10) days delinquent in the payment of any monthly maintenance charges plus interest thereon at a rate of one and one-half (1-1/2%) per month until paid.

2. The monthly maintenance fees set out herein for common expenses shall be based on each Unit's proportionate share of the common expenses for the proper operation of the Regime. Non-use of any of the common elements shall not exempt any Unit from bearing its proportionate share of the common expenses or from its liability for full payment of its share of the monthly maintenance fees or special assessments levied by the Board or the Council of Co-owners.

3. The Board shall, subject to the approval of a majority of the Council of Co-owners, each year estimate the common expenses of the Regime for the next year. Thereupon it shall determine the portion of such common expenses attributable to each Unit and proceed to levy and collect same from each Unit Owner one-twelfth of such amount monthly. Should no such determination be formally made for any year the monthly assessments for each Unit for the previous year shall be levied and remain in effect until changed by the Board with the approval of a majority of the Council of Co-owners. As used herein "year" shall mean fiscal year, the first day of which shall commence the first day of the first month after transfer by Developer of its administration of the Regime to the Council of Co-owners. The monthly payments may be raised or lowered and/or the fiscal year may be changed at any time by the Board if it deems such to be necessary, desirable or proper.

4. A portion of each monthly maintenance fee as determined by the Board (or Developer) shall be deposited in a separate reserve and capital replacement fund. Said fund shall be

deposited in savings accounts, certificates, checking accounts or other securities in an institution whose accounts are insured by the full faith and credit of the United States and all withdrawals therefrom shall require two signatures. Disbursements from said Fund shall be made only for substantially repairing, replacing or erecting major capital improvements of or upon the General or Limited Common Elements. Routine maintenance shall be paid from that portion of the monthly maintenance fund allocated to the monthly operation of the Regime.

K. Professional Management. Developer may prior to its relinquishment of the administration of the Regime and thereafter the Council of Co-owners acting by and through the Board may employ a professional manager to handle the operation of the Regime under the direction of and subject to the approval of the Board (or Developer) provided the management agreement be terminable for cause upon 30 days notice and run for a reasonable period of time of from one to three years and provided further any management contract negotiated by Developer prior to its relinquishment of control shall not exceed one year. Any management contracts negotiated by the Board may be renewable by consent of the Board and management.

L. Waiver Of Use Of Common Elements. No Unit owner may 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.

M. Unpaid Common Expenses Constitute Lien. All sums assessed for Common Expenses shall constitute a lien on the Units, prior to all other liens except (1) liens for taxes and assessment lawfully imposed by governmental authorities against such Units, and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its Administrator or Agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that thirty days' written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in

such Unit as shown on the Council's record of ownership. The Council shall have the power to bid on such Unit at judicial sale and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

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

O. Insurance.

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

such insurance may contain a deductible amount determined by the Board.

Such coverage shall afford the following minimum protection:

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

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

(a) Public liability insurance in such form and in

such amounts as may be considered appropriate by the Board, including liability insurance for the operation of the community room and guest room.

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

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

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

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

5. The Board shall have the exclusive authority to adjust any losses under the said insurance policies, provided, in no event shall the insurance coverage obtained and maintained by the Council of Co-owners be brought into contribution with any insurance purchased by individual Co-owners or their mortgagees. At his own expense, each Co-owner may obtain additional insurance upon his Unit provided no such insurance shall decrease the amount the Council of Co-owners may realize under any of its insurance policies. All insurance proceeds resulting from damage or destruction payable to Unit Owners and mortgagees shall be deemed assigned to the Board representing the Council of Co-owners. Said Board shall immediately deposit all proceeds in a separate account

in an insured bank or thrift institution selected by the Board. The Board shall, with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the approval of a majority of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the General Common Elements and Limited Common Elements, such portion of the costs not so covered shall be paid by the Co-owners as a common expense. The Board acting on behalf of the Council in accordance with KRS 381.890(2) is hereby authorized to borrow funds therefor and to amortize the payment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

P. Voting and Voting Percentages. The term "majority" or "majority of Unit owners" used herein or in the By-Laws shall mean 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 or owned as tenants in common by one or more persons, the vote for that Unit may be cast by one of said owners without the necessity of obtaining a proxy. Where the joint owners or common owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided pursuant to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

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

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

MASTER DEED
FOR
CANTERBURY PLACE

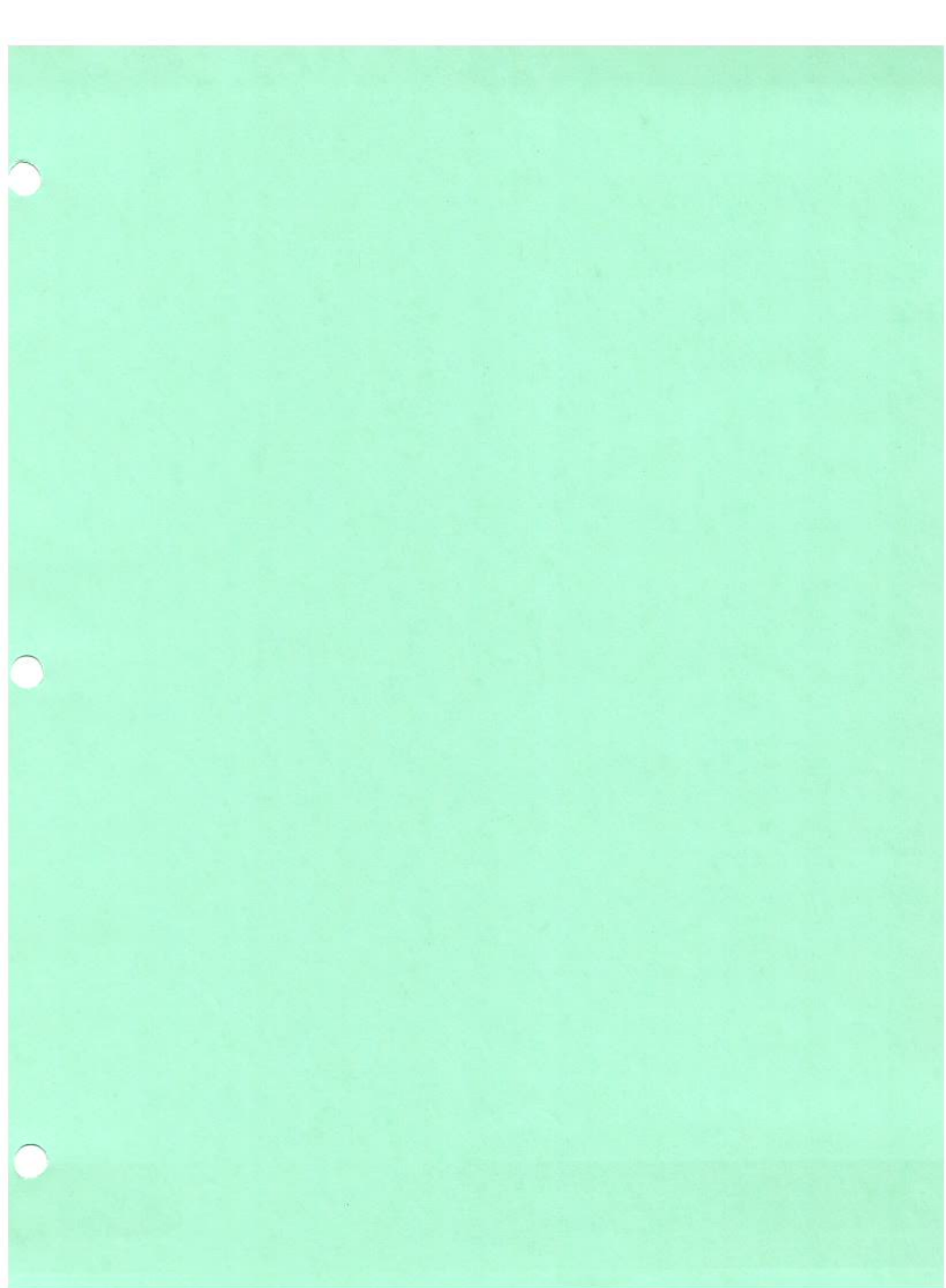
SCHEDULE A

<u>Unit Designation</u>	<u>Percentage of Common Interest</u>
101	23.934%
102	26.066%
103	23.934%
104	26.066%

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AMENDMENT TO MASTER DEED
FOR
CANTERBURY PLACE

THIS DECLARATION made and entered into this 31st day of October, 1990, by Canterbury Place, Inc., a corporation, hereinafter referred to as "Developer".

WITNESSETH:

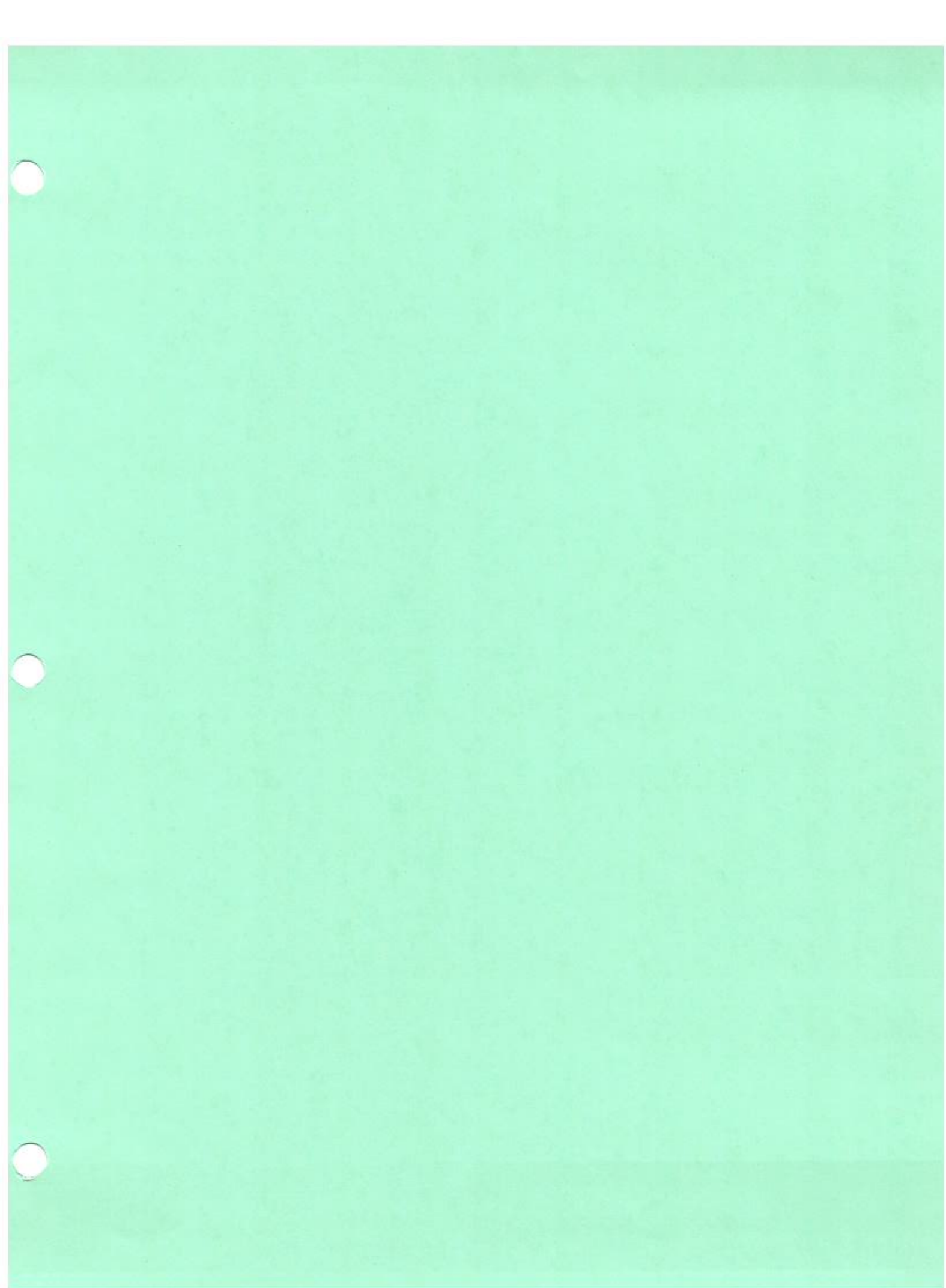
WHEREAS, the Developer acquired certain property in Jefferson County, by deed dated September 20, 1989, of record in Deed Book 5699, Page 220, in the office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the condominium form of ownership and use by Master Deed dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to submit eight (8) additional units of said property (Units 201, 202, 203, 204, 301, 302, 303 and 304) to the Horizontal Property Regime known as Canterbury Place.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Canterbury Place, dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and submit Units 201, 202, 203, 204, 301, 302, 303 and 304 to the condominium regime created therein as shown on the original Plans previously recorded in Apartment Ownership Book 43, Pages 21 through 22, in the office of the Clerk aforesaid, and the additional Plans recorded in Apartment Ownership Book 43, Pages 25 through 26, all of which are hereby incorporated by reference herein and made a part hereof.

The percentage of ownership of each unit in Canterbury Place is hereby amended as follows:



AMENDMENT TO MASTER DEED
FOR
CANTERBURY PLACE

THIS DECLARATION made and entered into this 29th day of November, 1990, by Canterbury Place, Inc., a corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by deed dated September 20, 1989, of record in Deed Book 5899, Page 220, in the office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the condominium form of ownership and use by Master Deed dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to submit twelve (12) additional units of said property (Units 401, 402, 403, 404, 501, 502, 503, 504, 701, 702, 703 and 704) to the Horizontal Property Regime known as Canterbury Place.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Canterbury Place, dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and submit Units 401, 402, 403, 404, 501, 502, 503, 504, 701, 702, 703 and 704 to the condominium regime created therein as shown on the original Plans previously recorded in Apartment Ownership Book 43, Pages 21 through 22, in the office of the Clerk aforesaid, the first set of additional Plans recorded in Apartment Ownership Book 43, Pages 25 through 26, the second set of additional plans recorded in Apartment Ownership Book 43, Pages 40 through , all of which are hereby incorporated by reference herein and made a part hereof.

The percentage of ownership of each unit in Canterbury Place is hereby amended as follows:

<u>Unit</u>	<u>Percentage</u>
101	4.0178
102	4.3788
103	4.0178
104	4.3788
201	4.0188
202	4.3788
203	4.0178
204	4.3788
301	4.0208
302	4.0208
303	4.0188
304	4.0198
401	4.3788
402	4.0148
403	4.3828
404	4.0138
501	4.0118
502	4.3218
503	4.0148
504	4.3818
701	4.0138
702	4.3758
703	4.0158
704	4.3788
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IN TESTIMONY WHEREOF, witness the signature of the Developer, the day and year first above written.

CANTERBURY PLACE, INC.

By: Wayne R. Martin
Wayne R. Martin, President

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 29th day of November, 1990, by Wayne R. Martin as President of Canterbury Place, a corporation, on behalf of said corporation.

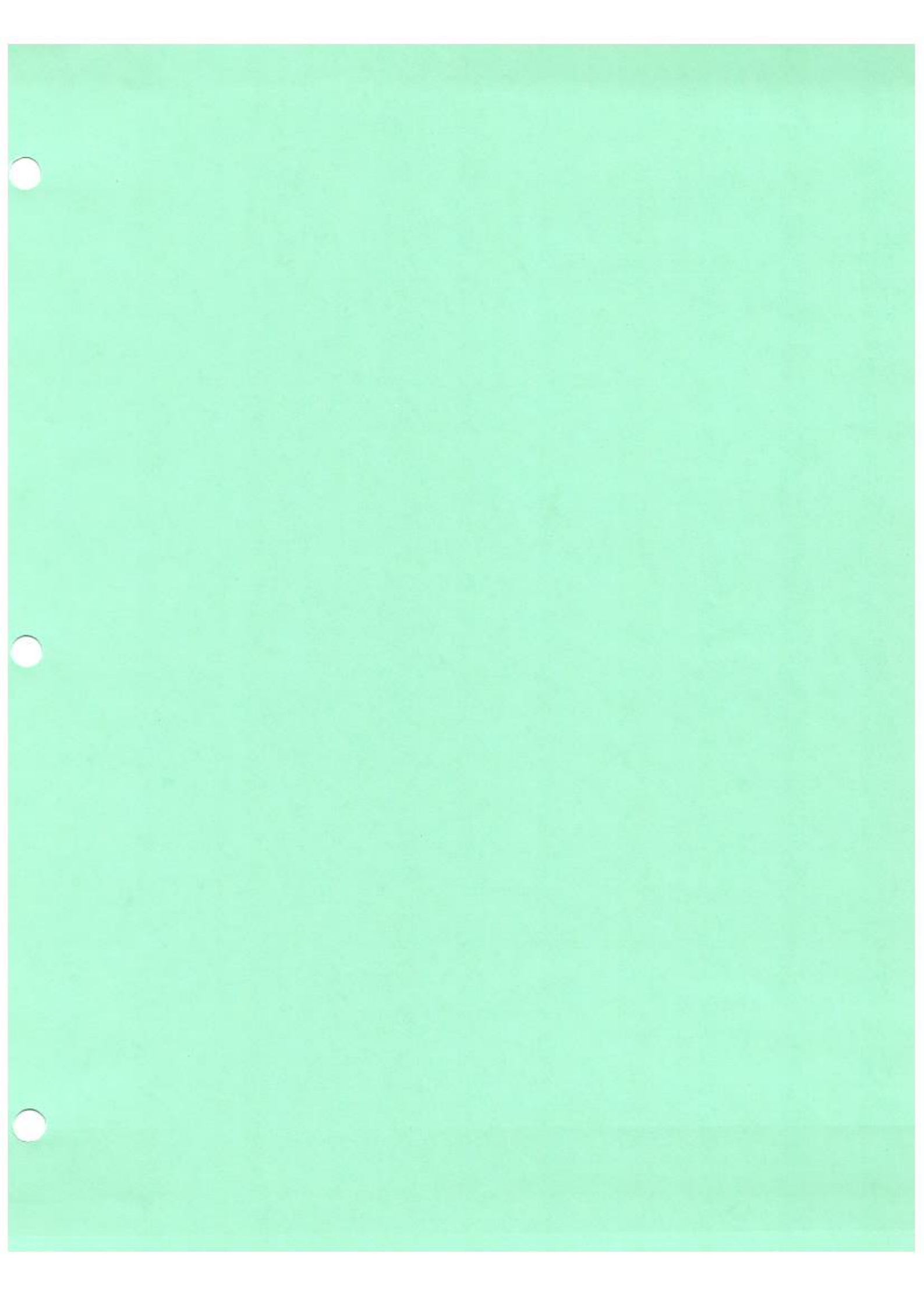
My commission expires:

July 16, 1994
Francis M. Gibson
Notary Public

This instrument prepared by:

Harold W. Thomas
Harold W. Thomas
THOMAS & DODSON
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700





THIRD
AMENDMENT TO MASTER DEED
FOR
CANTERBURY PLACE

THIS DECLARATION made and entered into this 27th day of December, 1990, by Canterbury Place, Inc., a corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by deed dated September 20, 1989, of record in Deed Book 5899, Page 220, in the office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the condominium form of ownership and use by Master Deed dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to submit twenty-eight (28) additional units of said property (Units 601, 602, 603, 604, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303 and 1304) to the Horizontal Property Regime known as Canterbury Place.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Canterbury Place, dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and submit Units 601, 602, 603, 604, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303 and 1304 to the condominium regime created therein as shown on the original Plans previously recorded in Apartment Ownership Book 43, Pages 21 through 22, in the office of the Clerk aforesaid, the first set of additional Plans recorded in Apartment Ownership Book 43, Pages 25

through 26, the second set of additional plans recorded in Apartment Ownership Book 43, Page 40, and the third set of additional Plans recorded in Apartment Ownership Book 43, Pages 47 through 49, all in the Office of the Clerk aforesaid and all of which are hereby incorporated by reference herein and made a part hereof.

The percentage of ownership of each unit in Canterbury Place is hereby amended as follows:

<u>Unit</u>	<u>Percentage</u>
101	1.853%
102	2.019%
103	1.853%
104	2.019%
201	1.853%
202	2.019%
203	1.853%
204	2.019%
301	1.854%
302	1.854%
303	1.854%
304	1.854%
401	2.020%
402	1.851%
403	2.021%
404	1.852%
501	1.851%
502	2.021%
503	1.852%
504	2.021%
601	1.850%
602	2.019%
603	1.851%
604	2.019%
701	1.852%
702	2.019%
703	1.852%
704	2.020%
801	1.851%
802	2.018%
803	1.850%
804	2.018%
901	1.853%
902	2.019%
903	1.853%
904	2.019%
1001	1.852%
1002	1.853%
1003	1.855%
1004	1.855%
1101	1.850%
1102	2.021%
1103	1.850%
1104	2.019%
1201	1.852%
1202	2.022%
1203	1.853%
1204	2.020%
1301	1.851%
1302	2.020%
1303	1.851%
1304	2.020%
	<u>100.000%</u>

IN TESTIMONY WHEREOF, witness the signature of the Developer, the day and year first above written.

CANTERBURY PLACE, INC.

By: Wayne R. Martin
Wayne R. Martin, President

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 27th day of December, 1990, by Wayne R. Martin as President of Canterbury Place, a corporation, on behalf of said corporation.

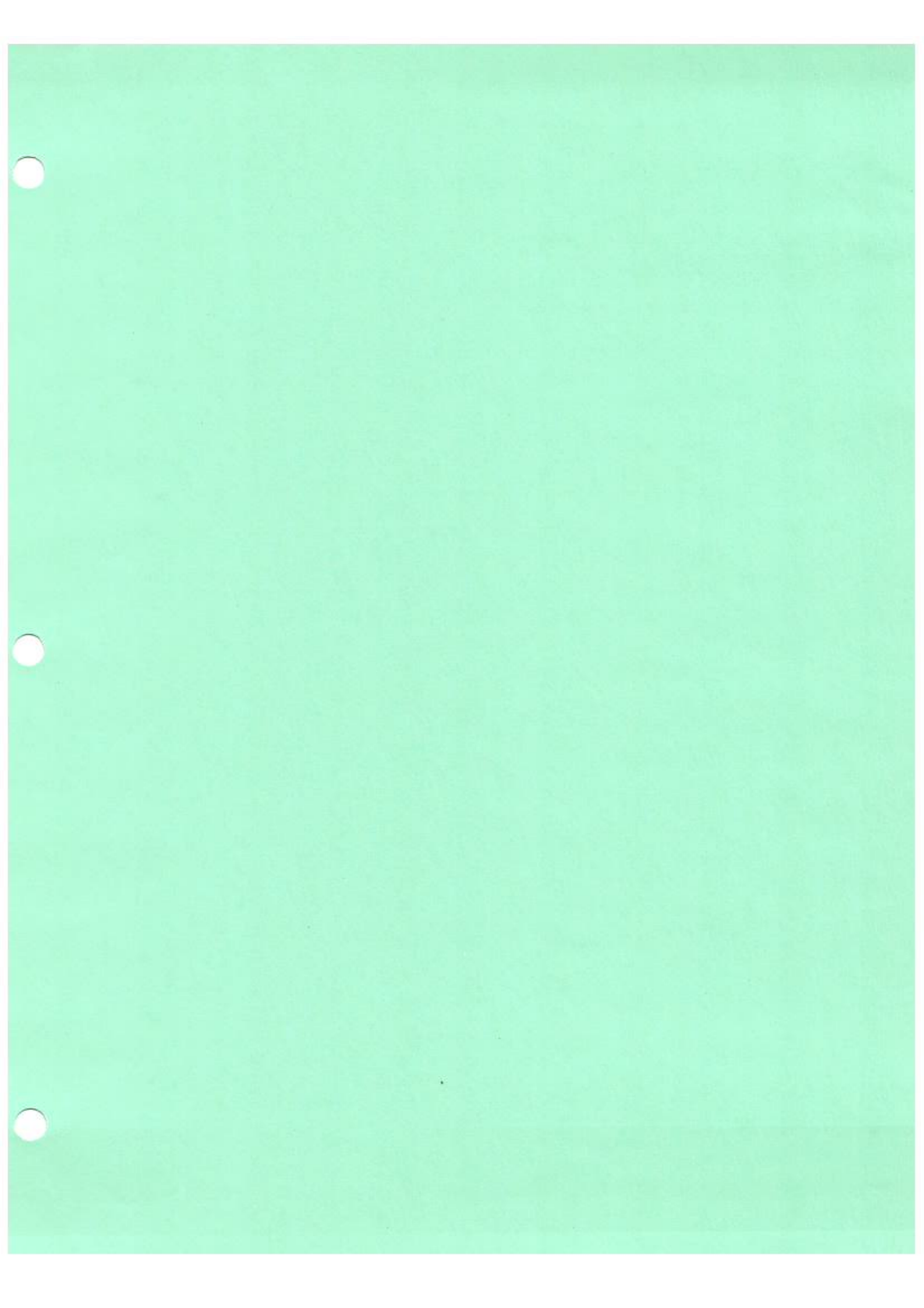
My commission expires: August 7, 1994.
Harold W. Thomas
Notary Public

This instrument prepared by:

Harold W. Thomas
Harold W. Thomas
THOMAS & DODSON
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

10060 BY Robert 12 05 14
90 DEC 27 PM 3:36
Robert

END OF DOCUMENT



FOURTH
AMENDMENT TO MASTER DEED
FOR
CANTERBURY PLACE

THIS DECLARATION made and entered into this 28th day of August, 1991, by Canterbury Place, Inc., a corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by deed dated September 20, 1989, of record in Deed Book 5899, Page 220, in the office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the condominium form of ownership and use by Master Deed dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to submit twenty-four (24) additional units of said property (Units 1401, 1402, 1403, 1404, 1601, 1602, 1603, 1604, 1801, 1802, 1803, 1804, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, 2401, 2402, 2403 and 2404) to the Horizontal Property Regime known as Canterbury Place.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Canterbury Place, dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and submit Units 1401, 1402, 1403, 1404, 1601, 1602, 1603, 1604, 1801, 1802, 1803, 1804, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, 2401, 2402, 2403 and 2404 to the condominium regime created therein as shown on the original Plans previously recorded in Apartment Ownership Book 43, Pages 21 through 22, in the office of the Clerk aforesaid, the first set of additional Plans recorded in Apartment Ownership Book 43, Pages 25 through 26, the second set of additional plans recorded in Apartment Ownership

Book 43, Page 40, the third set of additional Plans recorded in Apartment Ownership Book 43, Pages 47 through 49, and the fourth set of additional Plans recorded in Apartment Ownership Book 45, Pages 4 through 6, all in the Office of the Clerk aforesaid and all of which are hereby incorporated by reference herein and made a part hereof.

The percentage of ownership of each unit in Canterbury Place is hereby amended as follows:

<u>Unit</u>	<u>Percentage</u>
101	1.269%
102	1.382%
103	1.269%
104	1.382%
201	1.268%
202	1.382%
203	1.269%
204	1.382%
301	1.269%
302	1.269%
303	1.269%
304	1.269%
401	1.383%
402	1.267%
403	1.384%
404	1.268%
501	1.267%
502	1.384%
503	1.268%
504	1.384%
601	1.267%
602	1.383%
603	1.267%
604	1.383%
701	1.268%
702	1.382%
703	1.268%
704	1.383%
801	1.267%
802	1.381%
803	1.266%
804	1.382%
901	1.268%
902	1.382%
903	1.269%
904	1.382%
1001	1.268%
1002	1.269%
1003	1.270%
1004	1.270%
1101	1.267%
1102	1.384%
1103	1.266%
1104	1.382%
1201	1.268%
1202	1.384%
1203	1.269%
1204	1.383%
1301	1.268%
1302	1.383%
1303	1.268%
1304	1.383%
1401	1.293%
1402	1.420%

1403	1.2938
1404	1.4208
1601	1.2938
1602	1.4218
1603	1.2938
1604	1.4218
1801	1.2938
1802	1.2948
1803	1.2918
1804	1.2928
2201	1.2928
2202	1.2928
2203	1.2948
2204	1.2948
2301	1.2938
2302	1.2938
2303	1.2938
2304	1.2938
2401	1.2918
2402	1.2938
2403	1.2928
2404	1.2928
	<u>100.0008</u>

IN TESTIMONY WHEREOF, witness the signature of the Developer, the day and year first above written.

CANTERBURY PLACE, INC.

By: Wayne R. Martin
Wayne R. Martin, President

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28th day of August, 1991, by Wayne R. Martin as President of Canterbury Place, a corporation, on behalf of said corporation.

My commission expires: August 2, 1994
Harold W. Thomas
Notary Public

This instrument prepared by:

Harold W. Thomas
Harold W. Thomas
THOMAS & DODSON
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

Handwritten note:
115-5000-4-6
1-10-92

Handwritten signature:
M. Williams

1991 AUG 29 AM 9 57

Handwritten signature:
85954
C

FIFTH
AMENDMENT TO MASTER DEED
FOR
CANTERBURY PLACE

THIS DECLARATION made and entered into this 10th day of December, 1991, by Canterbury Place, Inc., a corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer acquired certain property in Jefferson County, by deed dated September 20, 1989, of record in Deed Book 5899, Page 220, in the office of the County Clerk of Jefferson County, Kentucky; and

WHEREAS, the Developer submitted the above referenced property to the condominium form of ownership and use by Master Deed dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office of the Clerk aforesaid; and

WHEREAS, the Developer now desires to submit twenty (20) additional units of said property to the Horizontal Property Regime known as Canterbury Place.

NOW, THEREFORE, pursuant to the power retained in the Master Deed for Canterbury Place, dated October 15, 1990, of record in Deed Book 6004, Page 570, in the office aforesaid, the Developer does hereby amend the aforementioned Master Deed to declare, establish and submit Units 1501, 1502, 1503, 1504, 1701, 1702, 1703, 1704, 2101, 2102, 2103, 2104, 1901, 1902, 1903, 1904, 2001, 2002, 2003 and 2004 to the condominium regime created therein as shown on the original Plans previously recorded in Apartment Ownership Book 43, Pages 21 through 22, in the office of the Clerk aforesaid, the first set of additional Plans recorded in Apartment Ownership Book 43, Pages 25 through 26, the second set of additional plans recorded in Apartment Ownership Book 43, Page 40, the third set of additional Plans recorded in Apartment Ownership Book 43, Pages 47 through 49, the fourth set of additional Plans

recorded in Apartment Ownership Book 45, Pages 4 through 6, and the fifth set of additional Plans recorded in Apartment Ownership Book 45, Pages 24 through 25, all in the office of the Clerk aforesaid and all of which are hereby incorporated by reference herein and made a part hereof.

The percentage of ownership of each unit in Canterbury Place is hereby amended as follows:

<u>Unit</u>	<u>Percentage</u>
101	1.000
102	1.089
103	1.000
104	1.089
201	1.000
202	1.089
203	1.000
204	1.089
301	1.001
302	1.001
303	1.000
304	1.000
401	1.090
402	0.999
403	1.091
404	0.999
501	0.999
502	1.091
503	0.999
504	1.091
701	0.999
702	1.089
703	1.000
704	1.090
1101	0.998
1102	1.091
1103	0.998
1104	1.089
1201	0.999
1202	1.091
1203	1.000
1204	1.090
1301	0.999
1302	1.090
1303	0.999
1304	1.090
601	0.998
602	1.090
603	0.999
604	1.090
801	0.999
802	1.089
803	0.998
804	1.089
901	1.000
902	1.089
903	1.000
904	1.089
1001	0.999
1002	1.000
1003	1.001
1004	1.001
1401	1.019
1402	1.119

<u>Unit</u>	<u>Percentage</u>
1403	1.019
1404	1.119
1601	1.019
1602	1.120
1603	1.019
1604	1.120
1801	1.019
1802	1.020
1803	1.018
1804	1.018
2201	1.019
2202	1.018
2203	1.020
2204	1.020
2301	1.019
2302	1.019
2303	1.019
2304	1.019
2401	1.018
2402	1.019
2403	1.018
2404	1.019
1501	1.018
1502	1.120
1503	1.019
1504	1.119
1701	1.019
1702	1.120
1703	1.018
1704	1.121
2101	1.018
2102	1.120
2103	1.018
2104	1.120
1901	1.120
1902	1.019
1903	1.120
1904	1.019
2001	1.019
2002	1.019
2003	1.019
2004	1.019
	<u>100.000</u>

IN TESTIMONY WHEREOF, witness the signature of the Developer, the day and year first above written.

CANTERBURY PLACE, INC.

By: Wayne R. Martin
Wayne R. Martin, President

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 10th day of December 1991, by Wayne R. Martin as President of



Antebury Place, a corporation, on behalf of said corporation.

My commission expires: 2/20/94

David M. McClellan
Notary Public

This instrument prepared by:

Harold W. Thomas

Harold W. Thomas
THOMAS & DODSON
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

APT OWNERSHIP
BOOK 45 PAGE 4-25
FILE NO. 643

EXAMINATION

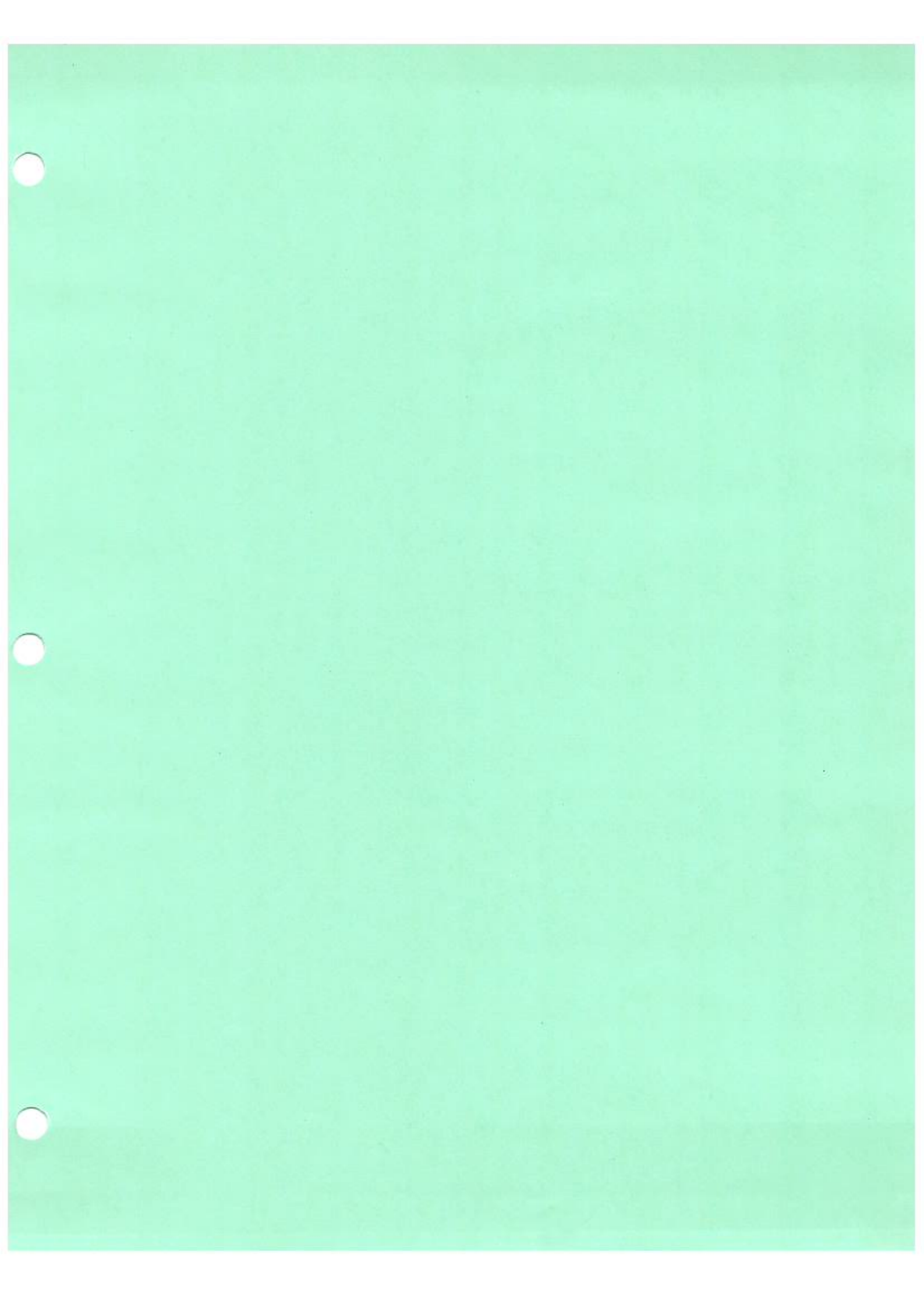
RECORDS SECTION
HERBERT H. HARRIS, JR.
CLERK

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END OF DOCUMENT BOOK 6128 PAGE 323



SIXTH
AMENDMENT
TO
MASTER DEED
FOR
CANTERBURY PLACE

This Sixth Amendment To Master Deed For Canterbury Place is made by the Council of Co-owners Of Canterbury Place, Inc., hereafter referred to as "the homeowners association", with the approval of more than 75% of the unit owners.

WITNESSETH:

WHEREAS, By the Master Deed dated October 15, 1990, and recorded in Deed Book 6004, Page 570, in the Office of the County Clerk of Jefferson County, Kentucky, the unit owners were given the power to amend the Master Deed, and

WHEREAS, such Amendment must be with the approval of 75% of the co-owners, and

WHEREAS, the aforesaid approval has been made, as evidenced by the attached Exhibit A,

NOW THEREFORE, the homeowners association, for the purposes hereinbefore set forth, pursuant to the provisions set forth in the Master Deed and the previous Amendments thereto, recorded as above and in accordance with and by means of the powers therein reserved, and conferring on it, hereby amend Article F(5) of the Master Deed as follows.

1. Section F(5) is amended to read as follows:

"(w) Effective January 1, 2003, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the owner held legal title to the unit prior to January 1, 2003 and the unit was being used for rental purposes on January 1, 2003, (b) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), (c) the owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky, (d) the owner moved to a nursing home or extended care facility, or (e) the owner dies and there is no surviving spouse who resided with the deceased at time of death.

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

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

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

2. Except as set forth herein, the Master Deed for Canterbury Place and the recorded Amendments thereto shall remain in full force and effect.

WHEREAS, the foregoing Sixth Amendment to the Master Deed has been duly passed by an action of the Board of Directors and approved by more than 75% of the unit owners, as shown by the attached Exhibit A, this Sixth Amendment to the Master Deed shall be in full force and effect upon its recording in the Jefferson County Clerk's Office.

COUNCIL OF CO-OWNERS OF
CANTERBURY PLACE, INC.

By. Janice Gastreich, Pres.

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by
JANICE GASTREICH, as President of the Council Of Co-owners Of
Canterbury Place, Inc., this 1st day of November, 2002.

My commission expires. MARCH 28, 2005.

[Signature]
Notary Public

This instrument prepared by.

[Signature]
Harold W. Thomas
THOMAS, DODSON & WOLFORD
9200 Shelbyville Road, Suite 611
Louisville, Kentucky 40222
(502) 426-1700

Exhibit A

The following unit owners of Canterbury Place do, by their signatures hereto, indicate their approval of the attached Sixth Amendment To The Master Deed For Canterbury Place:

	UNIT OWNERS	UNIT NUMBERS
1.	Walter C. Nalson	1003
2.	Walter J. Nalson	604
3.	Cornie C. Fouchers	603
4.	Henry J. Schuyler	404
5.	Walter J. Nalson	203
6.	Barbara C. Jordan	402
7.	Maryanne W. Wally	801
8.	Jenice Gustreich	1002
9.	Irene Mueller	1101
10.	Mary H. Painter	1102
11.	Wayle C. Darby	901
12.	Helena Starch	902
13.	Virginia Mason	701
14.	Dina	702
15.	Anna Lee Lawler	501
16.	Robert Wall	1404
17.	Sam L. Mobley	104
18.	Jack Allgen	304
19.	Connie de Franco	303

20.	<u>Stevora Alexander</u>	<u>602 Eastgate</u>
21	<u>Mary F. Irwin</u>	<u>802</u>
22.	<u>Joyce Constance</u>	<u>1001</u>
23.	<u>Patricia L. Hammell</u>	<u>1901</u>
24.	<u>Marilyn Raymond</u>	<u>601</u>
25	<u>Betty M. Schleiter</u>	<u>401</u>
26.	<u>Linda Miller</u>	<u>204</u>
27.	<u>Pharon Jantz</u>	<u>403</u>
28	<u>W. G. S.</u>	<u>202</u>
29	<u>Virginia A. Kemper</u>	<u>503 " "</u>
30.	<u>Mary E. O'Wall</u>	<u>703</u>
31.	<u>Nancy A. Cole</u>	<u>903 "</u>
32.	<u>Pat Overfelt</u>	<u>1103 "</u>
33	<u>Julie Eubank</u>	<u>1203 "</u>
34	<u>Carl Frost</u>	<u>1202</u>
35	<u>W. J. Link</u>	<u>804</u>
36	<u>Martha Crump</u>	<u>1201</u>
37	<u>Wm. H. F. Smith</u>	<u>1302</u>
38	<u>Blanche DeGardes</u>	<u>1304</u>
39.	<u>Dorey, Roscha</u>	<u>1601</u>
40.	<u>Stanley S. Logdon</u>	<u>1602</u>
41.	<u>Jack Chlange</u>	<u>1604</u>
42.	<u>Lucille S. Osterman</u>	<u>1801</u>
43.	<u>Frances Leichter</u>	<u>1804</u>
44	<u>Jim Williams</u>	<u>2003</u>

45.	Margie M. Wiley	2004 E
46.	Nancy K. Helton	2002
47.	Wrona Helton	1803
48.	Rebecca Young	2204
49.	Mary Jo Perkins	2202
50.	Joyce Burke	2001
51.	Clarensa M. McGe	2201
52.	Jerry D. Dixon	1502
53.	Allen	1303
54.	John E. Parsons	1401
55.	William A. Kuger	1902
56.	Christine DeLong	1703
57.	Jean Rosenthal	2101
58.	Joseph Schott	2701
59.	Jeri Widoma	2303
60.	Kristi Anne Neef	2302
61.	James Osting	1402
62.	William Bennett	1701
63.	Ralph M. Lubaton	102
64.	Sible Parker	502
65.	Paula Mays	704
66.	Mary Ann	1903
67.	Timothy Herd	1304
68.	Donna Blumson	1504

69. *[Handwritten signature]* 1004 *[Handwritten signature]*

70.	Betty Mass	1704
71.	Doris Taylor	2461
72.	Betty H. Carter	301
73.	Grace A. Smith	803
74.	Louise McKinstry	103
75.	Helen York	2102
76.	Esther L. Sale	2103
77.	Rebecca Button	1904
78.	Patricia Maddy	1104
79.	John E. Jones	2402
80.	John D. Downe	904
81.	John L. Admire	1503
82.	Robert Charles Smith	2404 Eastbridge Court
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Document No.: DM2002200258
 Lodged By: Thomas Dodson & Welford
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 Total Fees: 20.00
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 County Clerk: Bobbie Holsclaw-JEFF CO KY
 Deputy Clerks: Y011002