

MASTER DEED
and
DECLARATION OF CONDOMINIUM
establishing a Condominium Property Regime
to be known as
SoHo Lofts Condominiums

Name of Condominium: SoHo Lofts Condominiums

Declarant: NuLu Lofts, LLC, a Kentucky limited liability company
5815 Round Hill Road
Louisville, Kentucky 40222

Dated: November 23, 2010

Property 830 E. Main Street
Louisville, Jefferson County, Kentucky

Description: BEGINNING at the Southwest corner of Main and Campbell Streets, thence Westwardly along the South side of Main Street 131.25 feet; thence South 204 feet to the North side of a 12 foot alley known as Billy Goat Strut; thence East along the North side of said alley, 131.25 feet to a point in West side of Campbell Street; thence North along Campbell Street 204 feet to the point of beginning, containing .61 acres, more or less.

BEING the same property conveyed to NuLu Lofts, LLC by Commissioner's Deed dated April 23, 2010, of record in Deed Book 9553, Page 341, in the office of the Clerk of Jefferson County, Kentucky.

Record and Return to:

Robert M. Klein
239 S. 5th Street, 17th Floor
Louisville, Kentucky 40202
(502) 581-1600

**Declaration of Leasehold Condominium of
SoHo Lofts Condominiums**
(Pursuant to Kentucky Horizontal Property Law, KRS Chapter 381)

Declaration made by NuLu Lofts, LLC, a Kentucky limited liability company, whose mailing address is 5815 Round Hill Road, Louisville, Kentucky 40222 ("Declarant").

**Article I
Submission of Property**

Declarant hereby submits the Property (as hereinafter defined) to the provisions of the Kentucky Horizontal Property Law, KRS Chapter 381, to be known as SoHo Lofts Condominiums.

**Article II
Description of Property and Building**

The property hereby submitted to a condominium regime (the "Property") is comprised of (a) Declarant's fee simple interest in and to (x) the land more particularly described on Exhibit A attached hereto (the "Land"), (y) the building and all other structures and improvements situated or to be erected on the Land (such structures and improvements being hereunder referred to as the "Building"), and (z) all Alterations (as hereinafter defined) hereinafter made to the Building (the Land, Building and Alterations are hereinafter collectively referred to as the "Premises"), and (b) all of the easements, rights and appurtenances belonging or appurtenant to any of the foregoing. The Building contains five (5) above-grade floor (containing approximately 86,283 square feet of space) and no square feet of below-grade space and is constructed of masonry and steel, *inter alia*. Declarant reserves the right to create five (5) additional Units. There is an easement granted to Louisville Gas & Electric Company recorded in Deed Book 9183, Page 421, in the office of the Clerk of Jefferson County, Kentucky.

**Article III
Definitions**

As used herein, the following terms shall have the following meanings:

1. "Alterations" shall mean all alterations, installations, additions and improvements performed (from time-to-time) in or to all or any portion of any Unit (if performed by a Unit Owner), and the Common Elements and the Limited Common Elements (if performed by the Board of Directors), in each case other than alterations of a *de minimus* or decorative nature.
2. "Board of Directors" means the Board of Directors representing the Unit Owners, collectively, and elected in accordance with the By-Laws of the Council of Co-Owners of SoHo Lofts Condominiums, Inc. (the "Council").

3. "Board of Directors' Lien" shall mean a lien on the interest of a delinquent Unit Owner in its Unit in the amount of all unpaid Unit Owner Expenses and all other unpaid sums due to the Board of Directors from such defaulting Unit Owner under this Declaration or the By-Laws, together with interest on such unpaid Unit Owner Expenses and other unpaid sums at the Interest Rate from their original due date.

4. "Board of Directors' Statement" shall have the meaning ascribed to such term in Article VII hereof.

5. "Budget" shall have the meaning ascribed to such term in Article VII hereof.

6. "Building" shall have the meaning ascribed to such term in Article II hereof.

7. "Building Systems" shall mean each of the following systems that may from time-to-time be servicing the Building: (a) the heating and cooling system of the Building (including the Building boiler, chiller, geothermal equipment, and circulating pumps), but excluding the branch systems from and after the point of entry to or exit from any Unit; (b) the electrical system of the Building (including any and all switchboards, feeders, transformers and meters), up to the main disconnect switch at the switchboard serving the elements of any Unit; (c) the plumbing and sanitary systems of the Building, but excluding any branch systems, pipes from and after the point of entry to or exit from any Unit; (d) the main telephone, CATV and other telecommunication and switching equipment and closet for the Building; (e) the emergency generator, if any, panel and system for the Building, up to the distribution switch for any Unit; (f) the sprinkler system for the Building, if any, up to the point of entry to any Unit; and (g) to the extent not specifically identified as part of or servicing only a particular Unit, all other equipment, apparatus and installations the common use of which is necessary or convenient for the existence, maintenance or safe operation of more than one (1) Unit.

8. "Business Day" means any day which is not a Saturday, a Sunday or a day observed as a holiday by either the Commonwealth of Kentucky or the federal government of the United States.

9. "Business Hours" means the hours from 8:00 AM to 9:00 PM in Louisville, Kentucky.

10. "By-Laws" shall mean the By-Laws, as the same may from time-to-time be amended in accordance with Article VIII thereof.

11. "Certifying Professional" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm that provides engineering and/or architectural services, which is experienced in the design and operation in Louisville, Kentucky of structures similar to the Building and has provided services comparable to those being requested hereunder at any time during the immediately preceding three (3) years, selected by the Board of Directors.

12. "Signage" means all Signage other than SoHo Condominiums signage.

13. "Commercial Unit" means each of those certain units as described in Article IV, Section 3, and so identified on the Plans.
14. "Common Areas" shall mean those portions of the Premises that are designated as "Common" on the Plans.
15. "Common Elements" shall mean Declarant's interest in and to the Land and all parts of the Building and other improvements thereon, other than the Units, including: (a) the Common Areas; (b) the Building Systems; and (c) whether or not the same are located within any of (and whether or not the same are shown on the Plans as) the Common Areas: (i) the curtain wall of the Building, but excluding (y) any sash and plate glass windows enclosing the Unit, as applicable; (ii) the foundations, columns, girders, beams, supports, concrete floor slabs and other structural components of the Building; (iii) subject to subclauses clause (i)(y) of this clause (c), the walls, partitions and doors separating the Units from the Common Areas; (iv) all roofs of the Building; (v) all stairs, stairways, escalators and elevators as the case may be; (vi) all sidewalks and driveways, including cobble strip and paving, surrounding the Building; (vii) subject to subclause (i)(y) of this clause (c), the exterior façade of the Building; (viii) the parking areas (except that parking area that comprises part of a Unit); and all other parts of the Premises the common use of which is necessary or convenient for the existence, maintenance or safe operation of the Units and intended solely for the common use of all or a portion of more than one Unit.
16. "Common Interest" shall mean the undivided percentage interest of each Unit Owner in the Common Elements, which is specified as a percentage in Exhibit B to this Declaration.
17. "Condominium" shall mean SoHo Lofts Condominiums established pursuant hereto.
18. "Condominium Law" shall have the meaning ascribed to such term in Article I hereof.
19. "NuLu Lofts, LLC" shall mean NuLu Lofts, LLC, any successor thereto by merger or by operation of law.
20. "Court" shall mean the Jefferson Circuit Court of Kentucky.
21. "Declarant" shall mean NuLu Lofts, LLC and its successors and assigns.
22. "Declaration" shall mean this instrument and the By-Laws annexed hereto, as each may from time-to-time be amended.
23. "Default Period" shall have the meaning ascribed to such term in Article XX hereof.
24. "Family Member" shall mean, as to any individual, any parent, spouse, civil union partner, sibling, child, grandchild, aunt, uncle, niece, nephew or cousin, or any step-child or step-grandchild thereof.
25. "GAAP" shall mean generally accepted accounting principles, consistently applied.

26. "Governmental Authorities" shall have the meaning ascribed to such term in the definition of Laws.

27. "Individual Unit" shall mean (a) each full floor portion of the Areas designated as such on Exhibit C attached hereto (exclusive of any Common Elements contained therein), and (b) the portions of the Systems solely serving such Unit. *(The "As Built Survey" recorded herewith)*

28. "Insurance Requirements" shall mean all requirements of any insurance policy required to be carried pursuant to the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) covering or applicable to all or any part of the Premises or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations and other requirements of the Kentucky State Department of Fire Prevention and Rates or any other body exercising the same or similar functions and having jurisdiction of all or any portion of the Premises.

29. "Interest Rate" shall mean a rate of 18% per annum compounded annually.

30. "Land" shall have the meaning ascribed to such term in Article II hereof.

31. "Laws" (or, if used individually, "Law") shall mean all laws, statutes and ordinances (including building codes and zoning ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, metro government departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public body or authority (collectively, "Governmental Authorities"), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Premises or any part thereof or the sidewalks, curbs or areas adjacent thereto.

32. "Lending Institution" shall mean (A) a savings bank, savings and loan association, commercial bank or trust company (whether acting individually or in a fiduciary capacity), (B) an insurance company, (C) a real estate investment trust, a trustee or issuer of collateralized mortgage obligations, a loan conduit, or other similar investment entity which is listed on the New York or American Stock Exchange or other regional exchange (or their respective successors), (D) a federal, state, municipal or secular employee's welfare, benefit, pension or retirement fund, a religious, educational or eleemosynary institution, any governmental agency or entity insured by a governmental agency, a credit union, trust or endowment, (E) any combination of the foregoing entities, (F) any other Person, provided that each of the above entities shall qualify as a Lending Institution within the provisions of this definition only if it shall be subject to the jurisdiction of the courts of the Commonwealth of Kentucky, or (G) Declarant in the event that a Unit Owner should sell a Unit with "owner financing" reserving a vendor's lien or receive back a first mortgage lien therefor.

33. "Limited Common Elements" shall mean (a) the Limited Areas; (b) the Systems; and (c) whether or not the same are located within any of (and whether or not the same are shown on the Plans as) the Areas or the Limited Areas: (i) the walls, partitions and doors separating the Units from the Areas and/or the Limited Areas; (ii) all patios, terraces, and balconies, identified on the Plans solely as part of one Unit or located in and exclusively serving one Unit (shown as "LCE"); and (iii) all other parts of the Unit the common use of which is necessary or convenient for the existence,

maintenance or safe operation of the Units and intended solely for the common use of more than one Unit.

34. "Majority in Interest of the Unit Owners" shall mean Unit Owners holding in the aggregate a Common Interest of fifty-one percent (51%) or more of the Common Interest attributable to all Units, collectively.

35. "Manager" shall mean any member of the Board of Directors, from time-to-time, and elected pursuant to the terms of the By-Laws, or such agent or contractor of the Board of Directors engaged to perform management duties on its behalf.

36. "Management Control" shall mean the ability to control management affairs and day-to-day operations relating to the Unit in question.

37. "Material Amendment" shall mean any supplement, amendment or modification of this Declaration or of the By-Laws which (i) could reasonably have a materially adverse effect, (ii) alters Exhibit B attached hereto (or the way in which Unit Owner Expenses are allocated among the Unit Owners), or (iii) is of the nature described in the first sentence of Section 5 of Article X hereof.

38. "Minor Alterations" shall mean any alterations, additions or improvements to any Unit (and performed within such Unit) which will not (i) exceed the design criteria of any of the Common Elements (including any of the Building's electrical, plumbing, HVAC or sanitary sewer, communications, fire safety or sprinkler systems) or the Limited Common Elements, (ii) when performed by or on behalf of a Unit Owner, interrupt or interfere with the use or enjoyment by any other Unit Owner (or its tenants or occupants or guests) of its Unit, or (iii) increase Unit Owner Expenses.

39. "Operating Statement" shall have the meaning ascribed to such term in Section 5 of Article VII hereof.

40. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, governmental authority or other legal entity, or any combination thereof.

41. "Plans" shall mean the floor plans of the Condominium prepared and certified by Cardinal Surveying Services, Inc., dated October 12, 2010, listed on Exhibit C attached hereto, and to be filed in the Register's Office.

42. "Premises" shall have the meaning ascribed to such term in Article II hereof.

43. "Property" shall have the meaning ascribed to such term in Article II hereof.

44. "Register's Office" shall mean the Office of the County Clerk of Jefferson County, Kentucky.

45. "Repairs" shall mean repairs, replacements, substitutions, restoration and any other work performed in or to any portion of the Premises, other than Alterations and other than repairs of a *de minimus* nature.

46. "Requesting Party" shall have the meaning ascribed to such term in Article VIII of the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws).

47. "Sale," "Sell" or like terms, including the term "convey," "conveyance" or "transfer" (whether or not capitalized) shall be deemed to refer to (a) the sale, conveyance or other transfer by a Unit Owner of any of its interest in its Unit (and the Common Elements appurtenant thereto), (b) sale or other transfers of shares, membership interests, partnership interests or other equity interests in a Unit Owner, and (c) a lease or of all or substantially all of a Unit for a term in excess of 49 years.

48. "Services in Respect of the Common Elements" shall have the meaning ascribed to such term in Article VI hereof.

49. "Special Assessment" shall mean any amount determined by a Majority in Interest of the Unit Owners (in accordance with the provisions of the By-Laws) to be needed to cover then necessary and unanticipated expenses of the Council in operating, managing and maintaining the Common Elements and Limited Common Elements and otherwise performing its obligations hereunder. Special Assessments shall be allocated among the Unit Owners as set forth in the definition of Unit Owner Expenses.

50. "Systems" shall mean all utilities, systems and fixtures (including, without limitation, all plumbing systems, heating and cooling systems, electrical branches and systems, air conditioning systems, telephone and data transmission systems and facilities, geothermal systems, cable and/or satellite television systems, and all fire safety/life safety systems) exclusively serving all or a portion of the Collective Unit.

51. "Unit" shall mean each SoHo Lofts Condominiums Individual Unit.

52. "Unit Owner" shall mean, with respect to any Unit, the owner or owners of a Unit.

53. "Unit Owner Decision(s)" shall have the meaning ascribed to such term in the By-Laws.

54. "Unit Owner Expense(s)" shall mean, as to each Unit Owner:

(a) for each category of expense attributable to the Building as set forth on Exhibit B attached hereto (including, without limitation, any such expense assessed as a Special Assessment), its respective percentage or percentages set forth on said Exhibit B;

(b) an amount equal to such Unit Owner's share (based upon its Common Interest) of any reserves established by the Unit Owners in accordance with the provisions of the By-Laws; and

(c) any Collective Unit Expenses payable by such Unit Owner.

55. "Work" shall have the meaning ascribed to such term in Article X hereof.

Article IV The Units

Section 1. Description of Units. Exhibit C attached hereto sets forth the following data with respect to each Unit: Unit designation, approximate area, and Common Elements to which each such Unit has immediate access (all as shown on the Plans). The location of each Unit is shown on the Plans.

Section 2. Unit Description. The location and dimensions of each Unit is shown on the Plans. Each Unit consists of the area measured as follows: (i) horizontally, from and including the interior face of the exterior window or building wall or block work or concrete work constituting the exterior walls or the center line of a partition separating a Unit from other Units and from Common Elements; and (ii) vertically from the horizontal plane at the center of the upper concrete slab bounding such unit to the horizontal plane at the center of the lower concrete slab bounding such Unit. The concrete floor slabs between floors of a Unit consisting of two (2) or more contiguous floors shall be part of (i) the lower Unit from the underside of such slab to the center line thereof, and (ii) the upper Unit from the center line thereof to the top of such slab.

Section 3. Commercial Unit.

a. Number. Initially, there shall be two (2) Commercial Units, each located on the first floor, ground-level of the Building and each depicted on the Plans recorded contemporaneously herewith as "Commercial Unit." A Commercial Unit may hereafter be subdivided from time-to-time by Declarant in its sole discretion into a total of up to ten (10) Commercial Units; provided, that as heretofore provided in this Master Deed, Declarant may reclassify and designate any or all of the Commercial Units as Residential Units, and the definitions, numbers, area and Expense Percentages of the Units shall be accordingly adjusted in any such amendment to the master Deed. Any such subdivision of the Commercial Units shall be effective upon unilateral recordation by Declarant of an amendment to this Master Deed together with amended Plans depicting any such subdivision of the Commercial Unit. Any amended Plans recorded upon a subdivision of any Commercial Unit(s) shall designate the Commercial Unit so created thereby as "Commercial Unit" with the appropriate Commercial Unit number immediately following such designation (e.g., if three Commercial Units have been created, the same shall be designated on the amended Plans as "Commercial Unit 1," "Commercial Unit 2," and "Commercial Unit 3.") The initial Commercial Units shall have the approximate floor area in square feet as described on Exhibit B attached hereto and made a part hereof and as further described on the Plans. The number of Commercial Units may be increased or reduced from time-to-time in accordance with and subject to applicable provisions of this Master Deed and applicable law. Each Commercial Unit shall be lawfully used, leased or occupied for general office purposes, retail operations, and/or other commercial purposes in accordance with all applicable laws, rules and regulations (collectively, the "permitted Commercial Uses" and each individually a "Permitted Commercial Use"), subject to the terms and restrictions of this Master Deed. Subject to applicable law, and with the prior written approval of the Declarant in its sole discretion, so for long as the Declarant owns any Unit in the Building, and thereafter for the prior written approval of the Board of Directors, which approval shall not be unreasonably delayed, withheld or conditioned, the Unit Owner or tenant of a Commercial Unit may use the adjacent exterior sidewalk and right-of-way

for retail displays, dining areas and other purposes which do not materially and adversely impact the operation of the Condominiums as determined by the Board of Directors in the reasonable exercise of its discretion, and provided that such uses are permitted under applicable law.

b. Signage. All signage which any Unit Owner or tenant of any Commercial Unit wishes to attach to the exterior of the Building after the effective date of this Master Deed shall be subjected to the prior written approval of the Declarant in its sole discretion for so long as the Declarant or any Affiliate thereof owns any Unit in the Building, and thereafter to the prior written approval of the Board of Directors which approval by the Board of Directors shall not be unreasonably delayed, withheld or conditioned. The Commercial Unit Owner or tenant of a Commercial Unit seeking approval of any such signage shall submit plans and specifications therefor to the Declarant or the Board of Directors, as applicable, for prior approval, which approval shall be deemed granted if not granted or denied in writing within thirty (30) days after submission. Notwithstanding the foregoing, all signage identifying commercial office uses and related tenants of Commercial Units shall be on uniform lobby and exterior signage approved by the Declarant in its sole discretion for so long as the Declarant hereof owns any Unit in the Building, and thereafter by the Board of Directors, which Board of Directors' decision will not be unreasonably delayed, and in each case as shall be permitted by applicable law. Notwithstanding the foregoing, no "for sale" or "for rent" signs shall be placed within any Unit, whether Commercial Unit or residential Unit, or on any Common Element, including, without limitation, against any window or upon any balcony or railing, so as to be visible from the exterior of such Unit without the prior written consent of the Declarant in its sole discretion for so long as the Declarant owns any Unit in the Building, and thereafter by the Board of Directors.

c. Restricted Commercial Unit Uses. Notwithstanding the provisions of this Section 3 or other provisions of this Master Deed, a Commercial Unit shall not be used for any one or more of the following restricted uses (the "Restricted Uses"):

i. adult entertainment activities (as defined from time-to-time in the land Development Code for Louisville Metro), or as an adult entertainment facility or adult bookstore;

ii. tanning salon (provided, however, the mere ancillary use of tanning equipment in connection with an otherwise allowable permitted commercial Use shall not be construed as constituting a tanning salon);

iii. massage parlor (provided, however, the mere ancillary provision of massage services in connection with an otherwise allowable permitted commercial Use shall not be construed as constituting a massage parlor);

iv. nail salon or services;

v. pet or animal store (but the sale of commercially produced pet food or pet care products will not constitute a Restricted Use);

vi. amusement or game center or billiards hall (provided, however, the mere ancillary use of pool or billiards tables and games in connection with

an otherwise allowable permitted commercial use shall not be construed as constituting an amusement or game center or billiards hall);

- vii. laundramat or dry cleaning store (where there is actual cleaning or laundry performed on the premises);
- viii. bowling alley;
- ix. bingo hall; or
- x. shoe or leather repair store.

No business in a Commercial Unit shall operate between the hours of 12:00 a.m. and 6:00 a.m.

Section 4. Insurance Requirements. Each Unit Owner shall be responsible for obtaining and maintaining and shall bear the cost (including any deductible) of the following insurance coverage: (i) property insurance covering the personal property of the Unit owned thereby and anywhere on the Property, automobiles and other vehicles owned thereby, as well as the Unit owned thereby, including the drywall and floor covering in the Unit, and any additions, alterations, improvements and betterments to a Unit as well as any other furniture, fixtures and equipment not covered by the Property insurance purchased by the Board of Directors; and (ii) insurance covering the personal liability of each Unit Owner to the extent not covered by the policies of liability insurance obtained by the Board of Directors for the benefit of all Unit Owners as contemplated or permitted by this Master Deed or the other condominium documents. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board of Directors for the benefit of all of the Unit Owners as contemplated or permitted by this Master Deed or the condominium documents. The phrase "additions, alterations, improvements and betterments" as used here shall mean any property or improvements (excluding personal property readily removable without damage to the Unit) made or attached to the Unit following the initial conveyance of the Unit by the Declarant. Each Unit Owner shall provide to the Board of Directors certificates of insurance evidencing the affirmation of coverage, together with proof of payment of premiums, annually and prior to the expiration of the then current policies. Each Unit Owner hereby waives and releases any and all claims which such Unit Owner may have against any other Unit Owner, the Board of Directors and its officers, the Board of Directors, the Declarant, any manager and managing agents of the Property, and their respective employees, agents, successors and assigns, for any damage to the Common Elements, the Units or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which the Unit Owner is responsible pursuant to this Master Deed or other condominium documents. The Board of Directors is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Unit to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 5. Parking Spaces and Storage Spaces. Each Unit shall have one (1) parking space and one (1) storage space that shall be designated and made appurtenant

to the Unit upon the first conveyance of each Unit by Declarant. Parking spaces and storage spaces shall not be conveyed, sold, hired, rented, licensed, or leased to any other person separate and apart from the Unit. Every Unit shall at all times have at least one parking space and one storage space designated and appurtenant thereto. Unit Owners may acquire "Additional Parking Spaces" from Declarant or other Unit Owners, which Additional Parking Spaces (only) may be separately conveyed, rented or leased only to other Unit Owners. In no event shall any parking spaces (or Additional Parking Spaces) be conveyed, sold, hired, rented, licensed or leased to any Person who is not a Unit Owner, and any attempt to do so shall be null and void. In no event shall any storage space be conveyed, sold, hired, rented, licensed or leased separate and apart from the Unit with which it was originally designated and made appurtenant to the Unit upon the first conveyance, and any attempt to do so shall be null and void.

Article V Common Elements

Section 1. Common Interest in Common Elements. Except as otherwise provided herein, each Unit Owner shall have the Common Interest set forth on Exhibit C attached hereto. Such Common Interests have been determined pursuant to and in accordance with the provisions of KRS 381.870 (i.e., based on the proportion that the floor area of each Unit bears to the aggregate floor area of all of the Units in the Building).

Section 2. Common Elements and Limited Common Elements to Remain Undivided. The Common Elements and Limited Common Elements shall remain undivided, and no Unit Owner or other Person shall bring any action for partition or division thereof.

Section 3. Control Over Common Elements. Subject to the provisions of this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), including, without limitation, Article IX hereof, the Common Elements shall be subject to the control and management of the Board of Directors, and the Board of Directors shall be entitled to do and perform such acts therein and with respect thereto as the Board of Directors shall reasonably determine to be advisable.

Section 4. Control Over Limited Common Elements. Subject to the provisions of this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), including, without limitation, Article IX hereof, the Limited Common Elements shall be subject to the control and management of the Board of Directors, and the Board of Directors shall be entitled to do and perform such acts therein and with respect thereto as the Board of Directors shall reasonably determine to be advisable.

Section 4. Revenue Derived from Common Elements and Limited Common Elements. Any revenue derived from operation of the Common Elements or Limited Common Elements shall be shared by the Unit Owners in proportion to their respective Common Interests.

Section 5. Sales Office. The Sales Office located on the first floor ground-level of the Building as designated on the Plans shall be a Common element of the Building, provided that Declarant shall be entitled to the exclusive use and control thereof for so long as the Declarant or any Affiliate thereof owns any Unit in the Building or until

such earlier time as Declarant may elect, whereupon the same shall become subject to control of the Board of Directors and shall be a Limited common Element solely for the use and benefit of the Unit Owners of Residential Units. The costs of maintenance and utilities related to the use of the Sales Office shall be a Common Expense of the Project.

Section 6. Future Easements. The Board of Directors may grant further easements for utility purposes for the benefit of the Condominiums, including but not limited to the right to install, lay, maintain and replace water mains and pipes, sewer lines, gas mains, telephone and communication wires and equipment, cable television and telecommunication wires and equipment, and electric conduits and wires over, under, along and on any portion of the Property, and each Unit Owner hereby grants the Board of Directors (acting through the Board of Directors, President or officers duly appointed) an irrevocable Power of Attorney to execute, acknowledge and record for and on behalf of each Unit Owner such instruments or documents as may be necessary to effectuate such easements; provided, however, that any easement through the Unit shall be only according to the plans for the Building in which such Unit is located unless approved in writing by the Unit Owner, which approval should not be unreasonably withheld. The Power of Attorney granted by this Section shall survive any disability or death of the Unit Owner and shall be binding on each successive Unit Owner.

Article VI

Obligations of Board of Directors and Unit Owners; Service Contracts

Section 1. Board of Directors' Services. Subject to the provisions of this Declaration, including without limitation, those relating to the payment by each Unit Owner of its Unit Owner Expenses, as the case may be, the Board of Directors shall manage, supervise, operate, keep clean and maintain, and make Repairs as appropriate to the Common Elements and Limited Common Elements to maintain the same in a condition appropriate to a first-class residential building (any such activities being herein referred to as "Services in Respect of the Common Elements"). All Repairs to the Common Elements shall be made in compliance with all applicable Laws, and with materials at least equal to the quality of the materials being repaired or replaced (before they were in need of repair or replacement). In addition, the Board of Directors shall keep and maintain the sidewalks and driveways surrounding the Building in compliance with all Laws, in good and safe order and condition and free of accumulations of dirt, rubbish, snow and ice and shall make all Repairs necessary to maintain the same in a first-class condition. The Board of Directors and the Unit Owners shall cooperate in all reasonable respects in connection with the provision of services to them generally, including the coordination of any Alterations performed by the Board of Directors, any temporary system shutdowns, systems maintenance and Repairs, and the like. The Board of Directors shall manage, supervise, operate, keep clean and maintain, and make Repairs as appropriate to the Limited Common Areas. All Repairs to the Limited Common Elements shall be made in compliance with all applicable Laws and with materials at least equal to the quality of the materials being repaired or replaced (before they were in need of repair or replacement). The Board of Managers and the Unit Owners shall cooperate in all reasonable respects in connection with the provision of services to them generally, including the coordination of any Alterations performed by the Board of Managers, any temporary system shutdowns, systems maintenance and Repairs, and the like.

Section 2. Unit Owners' Obligations. Except as otherwise expressly provided in this Declaration or in the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), each Unit Owner shall be solely responsible for developing, fitting-out, operating, maintaining, leasing, licensing, cleaning, repairing, safeguarding, decorating, managing and administering its Unit. Each Unit Owner shall maintain its Unit in good condition and repair. Except as otherwise expressly provided in this Declaration or in the By-Laws, all liabilities, costs and expenses associated with the development, fit-out, operation, maintenance, leasing, licensing, cleaning, repair, safety, decorating, management and administration of each Unit shall be borne by the respective Unit Owner.

Section 3. Liability of Unit Owner for Certain Repairs. A Unit Owner shall be liable for the entire expense of any maintenance, repair, or replacement of any part of the Land, whether part of a Unit, part of the Common Elements or part of the Limited Common Elements, to the extent that such maintenance, repair or replacement is rendered necessary by any negligent act or omission or malfeasance of the Unit Owner, its employees, agents, contractors, guests, invitees, visitors or lessees. If any Unit Owner fails to undertake any such maintenance, repair, or replacement within ten (10) days (or such shorter reasonable period determined by the Board of Directors in the event of emergency repairs) after the Board of Directors notifies such Unit Owner in writing that the Board of Directors has determined that such maintenance, repair, or replacement is the responsibility of such Unit Owner under this Section 3 (assuming that such determination is correct), the Board of Directors may undertake such maintenance, repair, or replacement, and the cost thereof together with interest thereon as permitted by law shall be a lien on the Unit owned by such Unit Owner until paid by the Unit Owner, and such lien shall be subject to the same remedies as are provided in this Master Deed for nonpayment by a Unit Owner of an assessment of Common Expenses.

Section 4. Service Contracts.

(a) The Board of Directors may enter into cleaning, maintenance, repair or other contracts (each, a "Service Contract") with respect to the Common Elements and Limited Common Elements.

(b) If the Board of Directors enters into any Service Contract with a Unit Owner or an Affiliate of any Unit Owner, then any such contract shall be on an "arm's length" basis.

Section 5. Incorporation of Board of Directors. The Board of Directors shall incorporate itself as a Kentucky non-stock non-profit corporation for the administration of the condominiums herein established to be known as the "Council of co-Owners of SoHo Lofts Condominiums, Inc." The Articles of Incorporation shall provide for indemnification of the members of the Board of Directors by the corporation.

Article VII
Unit Owner Expenses; Budgets

Section 1. Determination of Unit Owner Expenses; Services in Respect of the Common Elements.

(a) All costs and expenses incurred by the Board of Directors in providing Board of Directors' Services (including sales taxes thereon) shall be determined by the Board of Directors and shall be allocated among the Unit Owners in accordance with their respective Common Interests, as more particularly set forth in Exhibit C attached hereto.

(b) The Board of Directors shall from time-to-time and at least annually (and no later than sixty (60) days prior to the commencement of the succeeding calendar year) prepare and submit to the Unit Owners a budget for the succeeding calendar year setting forth substantially all anticipated costs and expenses of providing Services in Respect of the Common Elements and Limited Common Elements, as well as capital and operating reserves as it shall reasonably determine, but in no event less than an amount equal to one month's operating expenses under such budget (each such approved budget, and each amended budget, a "Budget"). The Board of Directors shall have the right to propose amendments to the Budget during the course of each year. Each proposed Budget or amendment thereto must be approved by a Majority in Interest of the Unit Owners. Within forty-five (45) days after receipt of a Budget, the Unit Owners, acting reasonably, shall vote to approve or disapprove the proposed Budget or amendment, as the case may be, it being agreed that the Unit Owners shall include in each Budget provision for capital repairs or replacements as necessary to maintain the Building as a first-class residential building. The Budget for the year (or period) ending on December 31, 2011 is attached hereto as Exhibit D (the "First Budget").

(c) The Board of Directors shall send a copy of each Budget (and any amendment thereto) to Unit Owners promptly following the approval thereof by the Unit Owners. In addition, the Board of Directors shall send a copy of each notice of Special Assessment to Unit Owners simultaneously with sending any such notice to the Unit Owners.

(d) Services in Respect of the Limited Common Elements. All costs and expenses incurred by the Board of Directors in providing its services shall be determined by the Board of Directors and shall be allocated among the Unit Owners in accordance with their respective Common Interests.

Section 2. Expenditures. The Board of Directors shall be authorized to make the expenditures and incur the obligations provided for in any approved Budget. In addition, the Board of Directors shall be authorized to make expenditures in excess of any approved Budget (a) if the expenditure(s) in question would not cause the amount expended for the category of expenditure in question, on a line item basis, to exceed by more than ten percent (10%) the amount budgeted for such category in an approved Budget (except as to utility bills, the expenditure for which may, to the extent actually billed, exceed by more than ten percent (10%) the amount budgeted for such category in an approved Budget), and/or (b) if such expenditures are required in order to make emergency repairs, provided that the Board of Directors shall give written notice to the Unit Owners prior to the making of any such expenditure, if reasonably possible or, in any case, promptly after making same, and/or (c) if such expenditures are required by Law or because of any Insurance Requirements. Furthermore, during the pendency of any dispute regarding a Budget, the Board of Directors shall be authorized to make expenditures and incur obligations (i) for such items and in amounts of up to 110% of such amounts as were set forth in the last approved Budget, (ii) for other items and/or

in such other amounts (regardless of the amount for such item set forth in the last approved Budget) for those items the cost of which are reasonably established (such as utilities, insurance and real estate taxes, and (iii) to replace or repair broken or worn out items as necessary to maintain the Building as a first-class residential building.

Section 3. Statements; Unit Owner's Payments. The Board of Directors shall furnish to each Unit Owner no later than forty-five (45) days prior to the commencement of each calendar year (or, in the case of the calendar year 2010, on the recording of this Declaration), a statement of the Board of Directors' estimate of the amount of the Unit Owner Expenses for such calendar year (or partial year, if applicable) (each such statement, a "Board of Directors' Statement"). If the Unit Owners adopt a revised Budget in the course of a year, the Board of Directors shall re-issue its Board of Directors' Statement to the Unit Owners. Within ten (10) days after the date hereof, each Unit Owner shall pay to the Board of Directors the amount of such Unit Owner's Expenses attributable to the reserves set forth under the First Budget and as set forth in the initial Board of Directors Statement. Thereafter, for each month remaining during the calendar year 2011, each Unit Owner shall pay to the Board of Directors, by no later than the fifth (5th) day of each month, an amount equal to the Board of Directors' estimate of the Unit Owner Expenses for such month, as shown on the Board of Directors' Statement. For each calendar year commencing with the 2010 calendar year, each Unit Owner shall pay to the Board of Directors, by no later than the fifth (5th) day of each month, an amount equal to one-twelfth (1/12th) of the Board of Directors' estimate of the Unit Owner Expenses for such calendar year, as shown on the Board of Directors' Statement. The Board of Directors shall have the right to require that payments be made other than on a monthly basis, in which event, such payments shall be due and payable within a reasonable time period determined by the Board of Directors set forth in a notice from the Board of Directors to the Unit Owners.

Section 4. Special Assessments. Within ten (10) days of any request therefor, each (a) Unit Owner shall pay to the Board of Directors or its designee, its share of any Special Assessment.

Section 5. Delivery by Board of Directors, of Year-End Statements and Reconciliation. After the end of each calendar year (or partial calendar year), the Board of Directors shall furnish to each Unit Owner an operating statement for such calendar year (or partial year), which statement shall (i) set forth the Unit Owner Expenses for such calendar year (or partial year), and (ii) state the payments made by each such Unit Owner on account thereof (any such statement, an "Operating Statement").

Section 6. Failure to Deliver a Statement Not Prejudicial. The failure to render any statement hereunder with respect to any period shall not prejudice the right of the Board of Directors to thereafter render a statement with respect thereto or the right of any Unit Owner to require and be furnished with same.

Section 7. Books and Records. Upon five (5) business days' written notice by any Unit Owner (or any agents acting on behalf of such Unit Owner) may inspect the applicable books and records of the Board of Directors in order to verify such Unit Owner's Unit Owner Expenses. Such notice shall specifically designate the year(s) for which the Unit Owner intends to inspect applicable books and records, which year(s) shall be limited to the three (3) full calendar years immediately preceding the date of such inspection and any then elapsed portion of the then current calendar year. Each

inspection shall be at the office of the Board of Directors or at the office of the Board of Manager's managing agent, if any, and shall be made during normal business hours. All costs of such inspection shall be borne by the party requesting the inspection. Any Unit Owner making any inspection hereunder shall provide the Board of Directors with a copy of any written report on the results of such inspection within fifteen (15) days of the preparation thereof. Each Unit Owner shall hold confidential all non-public information, reports or statements obtained pursuant to such inspection, provided however, that such Unit Owner may disclose such information (i) pursuant to the order of any court of competent jurisdiction or administrative agency, (ii) which had been publicly disclosed other than as a result of a disclosure by such Unit Owner, (iii) in connection with any litigation, (iv) to the extent necessary in connection with the exercise of any remedy hereunder or under any other document relating to the Building, and (v) to such Unit Owner's legal counsel, accountants and independent auditors.

Article VIII Utilities

Section 1. Electricity. Electricity for the Building shall be supplied by a utility company or alternative energy provider and shall be measured by an electric meter measuring electric consumption by the Common Elements and all of the Units.

Section 2. Gas. Gas for the Building (supplied to the single boiler for the Building, which is a Common Element as shown on the Plans), if any, shall be supplied by a utility company or alternative energy provider and shall be measured by a master meter measuring the gas consumption by the entire Building (including the Common Elements), but excluding such electric consumption as shall be measured on the electric meters described in Section 1 above. The gas consumption of the Common Elements (the "Common Elements Gas Consumption") will be measured by subtracting the consumption shown on the dedicated submeters from the consumption shown on the Building's master meter. Currently, the Unit Owners expect that there shall be a single gas bill for the Building, based on readings taken from the Building's master gas meter, and that each such bill will be supplied to the Board of Directors. The Board of Directors may include payments on account of the foregoing in the Budget and include such payments on any Board of Manager's Statement, to be paid by the Unit Owners consistent with the provisions of Article VIII hereof). The Commercial Unit (or Units) may have a separate gas meter for which the respective Unit Owner(s) will be solely responsible.

Section 3. Water. Water for the Building shall be supplied through one main water line and shall be measured by a master water meter measuring domestic and condenser water make-up consumption by the entire Building (including the Common Elements. Currently, the Unit Owners expect that there shall be a single water bill for the Building, based on readings taken from the master water meter, and that each such bill will be supplied to the Board of Directors. Promptly upon receipt of such bills, the Board of Directors shall render such bills to the Unit Owners and the Unit Owners shall pay such bills within ten (10) days of rendition thereof. The Board of Directors may include payments on account of the foregoing in the Budget and include such payments on any Board of Manager's Statement, to be paid by the Unit Owners consistent with the provisions of Article VIII hereof.

Section 4. Payments Constitute a Unit Owner Expense. Payments due hereunder shall constitute Unit Owner Expenses, and the Board of Directors shall have a Board of Manager's Lien (and all other right and remedies available to it hereunder) for non-payment thereof.

Article IX
Permitted uses; Licenses and Permits; Building Name; Signage

Section 1.

a. Permitted Uses. Each Unit may be used only for any lawful purpose, provided that such use is not a Prohibited Use and does not (i) violate any Laws or Insurance Requirements, or any of the provisions of this Declaration, the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), the applicable Unit Lease, (ii) constitute a public or private nuisance, or (iii) violate any certificate of occupancy for the Building. Each Unit (other than the Commercial Unit) shall be used in a manner consistent with residential buildings in Louisville, Kentucky. Without limitation, the Board of Directors shall have the power to enforce this Declaration, the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) by all means at law and in equity, against the Unit Owners and their tenants, guests, invitees and licensees including by lien enforcement actions, foreclosures and petitions of forcible detainer. No Unit shall be used (i) in any manner that results in unreasonably offensive odors or unreasonable noises penetrating any areas of the Building in a manner that will unreasonably disturb or annoy the occupants of any other Unit (it being recognized in such regard, however, that the Units are part of a multi-resident and multi-use building which will inherently involve certain noises and odors in the ordinary and reasonable course of usage which may be heard or perceived in other Units and which shall not be considered as unreasonably disturbing or annoying), (ii) for any group home, supervised housing, half-way house or treatment facility, (iii) in violation of the Rules of the Project as promulgated from time-to-time by the Declarant in its sole discretion for so long as the Declarant owns any Unit in the Building, and thereafter as promulgated from time-to-time by the Board of Directors in the reasonable exercise of its discretion. By acceptance of a deed for a Unit, each Unit Owner acknowledges and agrees that:

(i) Sound and/or odor transmission is very difficult to control, and that although the Building has been designed with normal and customary construction practices for noise reduction, including the sound isolation requirements of the Uniform Building Code, the Units are not and cannot be made sound-proof. With regard to any construction within any Residential Unit:

(1) Any wood flooring installed within a Residential Unit will be of the "floating floor" type, and be installed over sound isolation matting approved by the Declarant, or its successors or assigns, in the discretion thereof or as otherwise provided in the Rules, and no "glue down" or direct attached wood floors will be permitted;

(2) All other hard floor surfaces within any residential Unit (e.g., ceramic tile, granite or marble) which is adhered to the floor shall utilize the thin set method over underlayment mat or the substantial equivalent thereof approved by the Declarant, or the Board of Directors, in the discretion thereof or as otherwise provided in the Rules;

(3) No speakers shall be recessed in or attached to party walls or demising walls, or otherwise attached to the structure of the Building, and no alterations or additions may be made to the ceiling/wall connections within any Unit as the same are designed for sound insulation purposes, and no original doors supplied with a Unit may be modified and sound gaskets must remain in place on all exterior Unit doors and all interior doors shall include rubber silencers;

(4) All speakers (including without limitation any sub-woofers) shall be placed on at least a one-half inch thick neoprene foam pad; and

(5) No "home theaters" are permitted within any Unit, and all residential Unit patio doors and windows shall remain closed when any audio equipment is played, nor may any audio-visual equipment be played at such a volume that the same may be perceived by others outside of any residential Unit in which the patio door or any window is open.

(i) Noises and/or odors from Units and/or mechanical equipment in the Building can often be detected in other Units;

(ii) In light of the difficulties and circumstances described above, the Declarant does not make any, and hereby disclaims all, representations and warranties as to the level of sound and/or odor transmission among the Units and other portions of the Building and

(iii) The Declarant in its sole discretion for so long as Declarant owns any Unit, and thereafter the Board of Directors acting in its reasonable discretion and with due regard for the mixed-use nature of the Building and of the permitted commercial Uses, shall be the final arbiter of whether odors and noises shall be deemed reasonable in the event of any complaints between or among Unit Owners.

Section 2. Restrictions on Uses. Notwithstanding anything herein to the contrary, no Unit shall be used, leased or occupied for any purpose which would (a) unreasonably and adversely affect ventilation in other areas of the Building (including, without limitation, the creation of offensive smoke or odors), provided, however, that the normal and customary operation of Permitted Commercial Uses, including, but not limited to, nightclub or entertainment usages conducted in accordance with applicable law shall not be deemed to be unreasonable or adverse, (b) violate building codes, zoning ordinances, or other applicable laws or otherwise constitute an illegal use, or (c) result in the generation, treatment, storage, discharge, possession, processing or other handling of chemicals or any hazardous materials in a Unit, the Building or any base Building system, including in particular the disposal of any such chemicals or hazardous materials in the base building plumbing, heating, ventilating or air conditioning systems, except to the extent reasonably necessary for retail, commercial, or residential use in a manner consistent with first-class, retail, commercial and residential buildings in downtown, Louisville, Kentucky, subject to and in accordance with all applicable laws, rules and regulations herein and hereunder.

Section 3. Licenses and Permits. Each Unit Owner shall be responsible for maintaining any governmental permit, approval or license required by Law for the use or operation of its Unit.

Section 4. Building Name. The Building shall be known as the "SoHo Lofts Condominiums."

Article X
Right to Make Alterations, Subdivisions

Section 1. Right to Perform Work.

(a) Any Unit Owner shall have the right, without the consent of the Board of Directors of the other Unit Owner(s), to make Alterations or Repairs (collectively, "Work"), structural and non-structural, ordinary and extraordinary, in and to the interior of its Unit (excluding any portion of the ground floor lobby located within or appurtenant to its Unit, as to which the Board of Directors' consent shall be required).

(i) no Unit Owner shall take any action or permit any action to be taken which would (A) impair the structural integrity or otherwise change the essential nature of the Building, including any change in the size of any other Unit or any change in the physical relationship of any Unit to any other Unit(s) owned by such Unit Owner, (B) affect in any adverse manner, or impede access to, any of the Common Elements, (C) result in the penetration of, or otherwise adversely affect the operation of, any other Unit not owned by such Unit Owner or the Common Elements, (D) require any amendment of any certificate of occupancy for the Building or any portion of the Building other than in respect of such Unit Owner's Unit, (E) increase insurance or maintenance costs unless such Unit Owner pays for such increase, or adversely affect compliance with any legal requirements by, any other Unit, the Common Elements, or the Limited Common Elements or (F) affect the parking areas, sidewalks, exterior lighting, or create any additional entrances into the Building (except that there may be separate entrances created for each Commercial Unit on the exterior of the Building by Declarant or the Board of Directors);

(ii) the Board of Directors shall not take any action or permit any action to be taken which would (A) impair the structural integrity or otherwise change the essential nature of the Building, including any change in the size of any Unit or any change in the physical relationship of any one Unit to the other(s), (B) impede access to any of the Common Elements or any Unit, or (C) result in the penetration of, or otherwise adversely affect the operation of, any Unit.

(b) the Board of Directors shall have the right to perform any Work in or to any of the Common Elements;

(c) the Board of Directors shall have the right to perform any Work in or to any of the Limited Common Elements; provided, however, that

(i) no Unit Owner shall take any action or permit any action to be taken which would (A) impair the structural integrity or otherwise change the essential nature of the Building, including any change in the size of any other Unit or

any change in the physical relationship of any Unit to any other Unit(s) owned by such Unit Owner, (B) affect in any adverse manner, or impede access to, any of the Common Elements (or Limited Common Elements, as applicable), (C) result in the penetration of, or otherwise adversely affect the operation of, any other Unit not owned by such Unit Owner, (D) require any amendment of any certificate of occupancy for the Building or any portion of the Building other than in respect of such Unit Owner's Unit, (E) increase insurance or maintenance costs unless such Unit Owner pays for such increase, or adversely affect compliance with any legal requirements by, any other Unit, the Common Elements, or the Limited Common Elements or (F) affect the parking areas, sidewalks, exterior lighting, or create any additional entrances into the Building;

(ii) the Board of Directors shall not take any action or permit any action to be taken which would (A) impair the structural integrity or otherwise change the essential nature of the Building, including any change in the size of any Unit or any change in the physical relationship of any one Unit to the other(s), (B) impede access to any of the Common Elements or any Unit, or (C) result in the penetration of, or otherwise adversely affect the operation of, any Unit.

Section 2. General Work Conditions. Any Work, whether performed by the Unit Owners or the Board of Directors shall be performed in accordance with the following:

(a) the Person performing the Work, if other than the Board of Directors, shall notify the Board of Directors in advance of any Work and keep advised the Board of Directors as to the status and progress of such Work;

(b) the Work shall be conducted in a manner which minimizes any interference with the access, use and occupancy of any other Unit (if performed by a Unit Owner), the areas, the Common Elements, and the Common Areas (if performed by the Board of Directors), the Limited Common Elements (if performed by the Board of Directors), including without limitation, in the case of any Work being performed by a Unit Owner which will unreasonably interfere with the access, use and occupancy of any other Unit Owner's Unit or the access, use and occupancy of the Common Elements and the Limited Common Elements.

(c) the Work shall be performed in accordance with all applicable Laws and Insurance Requirements (including, without limitation, Workers' Compensation insurance coverage, proof of which shall be provided to the Board of Directors before work is commenced);

(d) the Work shall be prosecuted diligently to completion;

(e) the Person performing the Work shall supply the Board of Directors, with a copy of the plans and specifications therefor, if any, at least seven (7) business days prior to commencing such Work; and

(f) any damage to the Premises or any other property resulting from such Work shall be promptly repaired by, and at the sole cost and expense of, the Person performing the Work which caused the damage.

Section 3. **Mechanics' Liens; Violations.** If any mechanics' or materialmen's or other like lien (including any emergency repair, environmental control board or other similar lien and charge, or any public improvement lien) is filed against, or if any violation is asserted against, any portion of the Premises, for work done (or claimed to have been done) or materials furnished (or claimed to have been furnished) to or for the benefit of any Unit Owner or the Board of Directors, then such Unit Owner or the Board of Directors, as the case may be, shall, within thirty (30) days after the filing or assertion of such lien or violation, discharge or cancel of record or dismiss or release such lien or violation (and, in the case of any violation, cause the reason for such violation to be remedied), all at the cost and expense of such Unit Owner or the Board of Directors, as the case may be.

If the responsible Unit Owner does not discharge or cancel of record or dismiss or release any mechanics' or materialmen's or like lien or violation (as provided in, and within the time provided in, the preceding subparagraph (a)) and such lien or violation is filed or asserted against any Unit not owned by such Unit Owner, then, at any time after the thirtieth (30th) day following the filing or assertion of such lien or violation, the Board of Directors may cause the lien to be bonded or discharged of record or the violation (or the fine resulting therefrom) to be cured or paid. All costs and expenses incurred by the Board of Directors, in such instance, shall be paid (or reimbursed) by the responsible Unit Owner within two (2) business days of receipt of an invoice therefor. If not so paid or reimbursed within the aforesaid two (2) business day period, then (i) the Board of Directors shall have a lien on (and the right to file such lien against) the Unit of the responsible Unit Owner in the amount of the lien or violation (plus interest as provided in clause (ii) of this sentence) and (ii) interest on the delinquent amount, at the Interest Rate, shall accrue from the date such costs and expenses shall have been incurred by the non-defaulting Unit Owner until the date on which such costs and expenses shall be paid (or reimbursed) by the responsible Unit Owner to the Board of Directors.

Section 4. **Board of Directors and Other Unit Owners Not Liable.** Neither the Board of Directors nor the non-defaulting Unit Owners shall be liable for any labor or materials furnished or to be furnished to any Unit Owner upon credit, and no lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of the Board of Directors or any other Unit Owner.

Section 5. **No Right to Subdivide; Amending Declaration to Confirm Unit Descriptions.** No Unit Owner shall have the right to subdivide its Unit into separate Units (and combine Units resulting from the subdivision of its Unit), except with the prior written consent of (and upon compliance by the Unit Owners with such conditions as shall be imposed by) a Majority in Interest of the Unit Owners, each in its sole and absolute discretion. Any cost incurred by the Board of Directors in connection with any approved subdivision or combination shall be at the sole cost and expense of the Unit Owner attempting to subdivide or combine its Unit and shall be payable on demand.

Article XI

Encroachments; Easements; Access

Section 1. **Encroachments.** Declarant hereby creates easements for each of the following encroachments and for the maintenance of the same, so long as the Building

stands (or is rebuilt or restored, as provided in the By-Laws, following a fire or other casualty or condemnation or eminent domain proceedings):

- (a) any encroachment existing on the date hereof of any of the Common Elements upon any Unit;
- (b) any encroachment existing on the date hereof of any Unit upon any other Unit, any of the Common Elements; and
- (c) any encroachment arising after the date hereof of any of the Common Elements, and any encroachment arising after the date hereof of any Unit upon any other Unit, upon any of the Common Elements, in any case:
 - (i) resulting from the settling or shifting of the Building; or
 - (ii) resulting from the performance of any Work in or to any of the Common Elements, provided that such encroachment does not adversely affect the use or occupancy of (or ingress to or egress from) any Unit or Common Elements, and provided such work was performed in accordance with this Declaration; or
 - (iii) resulting from any rebuilding or restoration following a fire or other casualty or a condemnation or eminent domain proceedings, provided that such encroachment does not adversely affect the use or occupancy of (or ingress to or egress from) any Unit, the Common Elements, or the Limited Common Elements, and provided such work was performed in accordance with this Declaration.

Section 2. Easements and Rights of the Board of Directors. The Board of Directors or its designees shall have an easement over the Units for access to, and to use, maintain and make Repairs and Alterations to, all Common Elements. The Board of Directors or its designees shall also have the right to enter any Unit in order: (i) to inspect the same or any property therein to ensure compliance with the terms and provisions of this Declaration; or (ii) to perform any Work in order to: (y) prevent damage to such Unit or to any other portion of the Premises; or (z) remedy any default by any Unit Owner under this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws). Prior to the performance of any Work by the Board of Directors under clause (ii)(y) or (z) above, the Board of Directors, except in the event of an emergency, shall give reasonable prior notice of the Work to be performed, in reasonable detail, to the affected Unit Owner of the affected Unit Owner and shall provide such Unit Owner of the affected Unit Owner with a period of thirty (30) days to perform such Work; provided, however, that if such Work cannot, with due diligence and continuity, be completed within thirty (30) days, then if the Unit Owner) of the affected Unit Owner shall commence the Work within thirty (30) days of its (or their) receipt of such notice, the aforesaid period shall be extended for so long as the Unit Owner shall be prosecuting such Work with due diligence and continuity. In addition, provided that the use and enjoyment of any Unit is not adversely affected, the Board of Directors reserves the right to establish, grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for additional electric, transformer, amplifier, gas, telephone, public or private water, sewer, drainage, and other utilities, and to relocate any existing utility, sewer and drainage easements in any

portion of the Premises, if the Board of Directors reasonably shall deem it necessary or desirable for the proper operation and maintenance of the Common Elements.

Section 3. Easements of all Unit Owners.

(a) Unit Owner Easements of Use, Ingress, Egress and Support. Each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the Common Elements. Each Unit Owner shall have an easement over, in and through the Common Areas for ingress and egress to and from its Unit. Each Unit and the Common Elements shall have easements of adjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements;

No such easement shall result in the penetration of a Unit unless such easement is required to comply with applicable Law and no other economically reasonable and structurally viable alternative is available.

(b) Rights of Unit Owners. Each Unit Owner shall have the right, upon five (5) business days prior notice to the another Unit Owner, to enter and pass through such other Unit Owner's Unit for the purpose of performing Work in and to any part of an Unit, which Work cannot be done from within the Unit of the Unit Owner requesting such entry. Any such Work shall (a) be performed in such a way so as to minimize interference with the operation of the other Units, (b) not reduce the size (including, without limitation slab to slab heights) or volume of the other Units, (c) at the election of the Unit Owner into whose Unit another Unit Owner is entering, be supervised by personnel of such Unit Owner, which supervision shall be at the expense of the Unit Owner requesting such Work; and (d) be subject to the other provisions set forth in Section 2(b) of Article X hereof.

Section 4. General. The easements granted in this Article XI may be exercised without the necessity of obtaining the consent of the Board of Directors and/or other Unit Owners. Whenever in this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), the Board of Directors or any Unit Owner is permitted to enter a Unit:

(a) such right of entry shall be at such times as are reasonably convenient and on prior notice to the affected Unit Owner, except in the event of an emergency,

(b) such right of entry shall not unreasonably interfere with the normal access, use and enjoyment of such Unit or the Common Elements, as applicable;

(c) the Unit Owner of the Unit being entered shall have the right to have a representative present at all times during such entry;

(d) the Person making such entry shall comply with any reasonable security procedures and reasonable security requirements of the Unit Owner or other occupant of the Unit being entered; provided, however, that such procedures and requirements shall not preclude entry into the Unit; and

(e) any damage to the Unit being entered shall promptly be repaired and/or restored at the sole cost and expense of the Person making such entry.

Article XII Attorneys-In-Fact

Each Unit Owner shall grant to the Board of Directors an irrevocable power of attorney, coupled with an interest, (a) to acquire any Unit together with its appurtenant interest which becomes the subject of a foreclosure or other similar sale, as provided in this Declaration and the By-Laws, (b) to convey, sublease, sell, mortgage or otherwise deal with any Unit so acquired and (c) subject to the provisions of this Declaration and the By-Laws, to execute, acknowledge and deliver any agreement, consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Board of Directors deems necessary or appropriate. The Board of Directors shall give to the Unit Owners ten (10) business days prior written notice before executing any document by power of attorney, which notice shall be accompanied by a copy of the documents proposed to be executed.

Article XIII Administration

The administration of the Condominium shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws).

Article XIV Unit Ownership

Upon the conveyance of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such (and shall be bound by the provisions of this Declaration and of the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws)) until such time as it ceases to own the Unit for any reason.

Article XV Grantee Liable for Unpaid Assessments Upon Sale

In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings, in accordance with the Unit Leases, this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Unit Owner Expenses against the latter assessed and due up to the time of the grant or conveyance and all other obligations of the Unit Owner under this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) and accruing prior to the time of the grant or conveyance, all without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid Unit Owner Expenses against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Unit Owner Expense against the grantor in excess of the amount set forth in such statement.

Article XVI
Amendment of Declaration

Section 1. General Provisions Regarding Amendment.

(a) Vote by Unit Owners. This Declaration may only be amended by the Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws.

(b) Recording of Amendments. No amendment hereof shall be effective until recorded in the Register's Office.

Section 2. Execution and Delivery of Amendments. Any amendment to this Declaration approved in accordance with Section 1 of this Article XVI shall be executed on behalf of each Unit Owner by its general partner, manager, managing member, officer or other authorized person of such Unit Owner.

Section 3. By-Laws. The By-Laws may be amended as provided in the By-Laws.

Section 4. Reserved Amendment Rights in Declarant. Declarant reserves the right to amend this Master Deed at any time in the manner contemplated by this Article XVI, and each Unit Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article XVI to comply with the Condominium Law as it may be amended from time-to-time; and the foregoing provisions of this Master Deed and the deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common elements among the Units as constructed and subjected to this Master Deed. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other so that a valid shifting of the common elements can be accomplished.

b. Reserved Power of Attorney in Declarant. In furtherance of the foregoing, an irrevocable Power of Attorney coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns (excepting therefrom individual Unit Owners), to shift and reallocate from time-to-time the percentage of ownership of Common Elements set forth in any addendum or amendment to this Master Deed pursuant to this Article XVI. Each execution of a deed of conveyance, mortgage or other instrument with respect to a Unit and the acceptance thereof, shall be deemed a grant, and an acknowledgement of and be deemed conclusive evidence of the consent of the parties thereto to such reservation of power to Declarant as Attorney-in-Fact, of the power to shift and reallocate from time-to-time the percentages of ownership in the Common Elements appurtenant to each Unit set forth in any recorded addendum or amendment to this Master Deed. Further, Declarant specifically reserves unto itself and its successors and assigns, the right to determine the percentage of ownership in Common Elements and appurtenances to Common Elements to each Unit set forth in any such recorded amendment and the location of all future Units to be constructed.

Section 5. Reservation of Right to Make Minor Changes. Declarant reserves the further right without the consent of the Board of Directors or the Unit Owners until (1) the expiration of a five (5) year period from the date of this Master Deed, or (2) the

date upon which the Declarant no longer owns any Units, whichever shall occur, first, to amend this Master Deed in any way necessary to correct clerical or typographical errors; to make nominal changes, to clarify Declarant's original intent, to make any changes necessary or desirable to meet the requirements of any institutional lender, the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), or any agency which insures loans on condominium units; to add fences, landscaping, recreational facilities or paved areas to the Property, or to make changes in any previously declared but unsold Unit to assist Declarant in the marketing of such Unit, provided that no such change will materially decrease the value of that Unit (such matters being hereinafter referred to as "Minor Changes"). No amendments for Minor Changes shall change the method of determining any Unit Owner's Expense Percentage or interest in the Common Elements or adversely affect any Unit Owner's rights unless such Unit Owner(s) and the first mortgagee(s) of such Unit Owner(s) have consented in writing. Each Unit Owner and that Unit Owner's mortgagee(s), by acceptance of a deed to a Unit or a mortgage encumbering such Unit, shall be deemed (a) to have consented to and approved all amendments of this Master Deed for Minor Changes; and (b) to have irrevocably appointed Declarant at such Unit Owner's or mortgagee's proxy and Attorney-in-Fact to vote for, execute, acknowledge, and record for and in the name of such Unit Owner and mortgagee any amendment or amendments to this Master Deed for Minor Changes, and to execute, acknowledge, and record a consent to such amendment or amendments, other than amendments adversely affecting such Unit Owners' or mortgagees' rights. This power of attorney runs with the land and is coupled with an interest. Any instrument including any amendments for Minor Changes must be executed and recorded with the same formalities as this instrument and must refer to the book and page number under which the initial page of this Master Deed is recorded. Except as otherwise required by the above or other provisions of this Master Deed or by the Condominium Law, no further consent of any Unit Owner or mortgagee shall be required for an amendment for Minor changes to be effective.

Article XVII Termination of Condominium

The Condominium shall continue until such time as withdrawal of the Property from the provisions of the Condominium Law and termination of this Condominium is approved in writing by a vote of all of the Unit Owners. In the event of any such withdrawal and termination, the Unit Owners shall enter into (and record in the Register's Office) (a) a reciprocal easement agreement or (b) a condominium modeled upon (and containing substantially the same provisions as) this Declaration and the By-Laws, thereby creating a "common law" condominium, in either case similar to (and providing for substantially the same administration of and level of maintenance and repair in respect of the "common areas," as are provided in) the Condominium created herein.

Article XVIII Covenant of Further Assurances

Any Person who is subject to this Declaration (including any Unit Owner or any Person claiming by, through or under any Unit Owner, the Declarant, the Board of Directors and any authorized officer) shall execute, acknowledge and deliver to any

such other Person such documents and take such other action as such other Person may reasonably request in order to effectuate the provisions of this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) and the realization of the benefits intended to be conferred thereby, provided, however, that such document or action does not decrease the rights or increase the obligations of any Unit Owner under this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws). Except as otherwise provided in this Declaration or the By-Laws, all expense and liability thus incurred shall be borne by the requesting Person. If any such Person fails or refuses within five (5) days after request therefor to execute, acknowledge or deliver any such document or to take any such action, then the Board of Directors is hereby authorized to act as attorney-in-fact for such Person, coupled with an interest and granted for a valuable consideration, to execute, acknowledge and deliver such document and to take such action in the name of such Person.

Article XIX Sales, Leases and Mortgages

Section 1. **Unit Owners' Rights to Sell, Lease or Mortgage Units.** Subject to the provisions of this Declaration and the By-Laws, any Unit Owner may, without prior consent of any Person, sell, mortgage or lease its Unit or transfer any interests in such Unit Owner. Unit Owner shall notify the Board of Directors of any proposed sale, lease or mortgage at least twenty (20) days prior to the effective date of any such sale, lease or mortgage, including a copy of the contract (as amended).

Section 2. **Binding Effect.** The easements, covenants and restrictions created herein and in the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, any Unit, including without limitation all tenants, licensees, guests, invitees, lessees, sub-lessees, receivers, trustees in bankruptcy, contractors, subcontractors, agents and employees of all such parties, and each of the foregoing shall run with the land.

Section 3. **No Severance of Ownership.** No Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Unit without including therein such Unit's Common Interest. Any such mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein.

Article XX Defaults; Remedies

Section 1. **Events of Default.** Each of the following events shall be deemed an "Event of Default" hereunder:

(a) if a Unit Owner shall fail to pay when due any of its Unit Owner Expenses or any other amounts due hereunder or under the By-Laws, and such default shall continue for a period of fifteen (15) days after written notice by the Board of Directors to such delinquent Unit Owner; or

(b) if a Unit Owner shall fail to pay any monies expended by the Board of Directors in curing any default by such Unit Owner hereunder or under the By-Laws, and such default shall continue for a period of fifteen (15) days after written notice by the Board of Directors to such delinquent Unit Owner; or

(c) if a Unit Owner defaults in the performance of any non-monetary obligation set forth in this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), and such default continues for a period of thirty (30) days following receipt by the defaulting Unit Owner from the Board of Directors of a notice of default, or, if the default occurs three (3) or more times within any six (6)-month period, or, if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, if the Unit Owner fails to (i) commence such cure within such thirty (30) day period and (ii) thereafter proceed with diligence and continuity to complete such cure; or

Section 2. Board of Directors' Rights to Cure. The Board of Directors shall have the right, but not the obligation, to cure any Event of Default by any Unit Owner (which continues following the expiration of applicable notice and grace periods, as hereinabove provided). If the Board of Directors does not cure an Event of Default within fifteen (15) days after any applicable grace period, then the Unit Owners shall have the right, but not the obligation, to cure such Event of Default. The Board of Directors (or the Unit Owner(s), as the case may be) shall notify Lessee, the other Unit Owners, the defaulting Unit Owner of its intention to cure the defaulting Unit Owner's Event(s) of Default. Any funds expended by the Board of Directors (or the Unit Owner(s), as the case may be), together with interest at the Interest Rate from the date of expenditure to the date of repayment, shall be reimbursed by the defaulting Unit Owner to the Board of Directors (or the Unit Owner(s), as the case may be) on demand and shall constitute a Unit Owner Expense for all purposes hereof.

Section 3. Remedies. At any time following and during the continuance of an Event of Default, the Board of Directors may charge the delinquent Unit Owner (i) interest, at the Interest Rate, on all amounts owing to the Board of Directors from their due date to the date payment is actually received from the delinquent Unit Owner, and (ii) if the Board of Directors institutes a suit or other proceeding to collect sums due hereunder, reasonable attorneys' fees and costs of suit. In addition, subject to the rights of, and after the expiration of all applicable cure rights, the Board of Directors shall be entitled to exercise one or more of the following remedies:

(a) the Board of Directors (on its own behalf or on behalf of Unit Owner(s) that have cured any other Unit Owner's Event of Default) may maintain an action to recover any amounts, damages and interest (at the Interest Rate) owed by the delinquent Unit Owner to the Board of Directors (or other Unit Owner(s), as the case may be), plus its reasonable attorney's fees and costs of suit, which suit shall be maintainable without the Board of Directors' waiving the Board of Directors' Lien;

(b) the Board of Directors, which shall have (on its own behalf or on behalf of Unit Owner(s) that have cured any other Unit Owner's Event of Default) a lien on the subleasehold interest of the delinquent Unit Owner in its Unit in the amount of all unpaid Unit Owner Expenses and all other unpaid sums due from such defaulting Unit Owner hereunder or under the By-Laws (such lien, the "Board of Directors' Lien") to the Board of Directors and/or the Unit Owner(s) that have cured such default, may (i) bring an action to foreclose the Board of Directors' Lien in accordance with the

Kentucky Horizontal Property Law or otherwise, and (ii) purchase the subleasehold interest of the delinquent Unit Owner's Unit at a foreclosure sale resulting from any such action; or

(c) the Board of Directors (on its own behalf or on behalf of Unit Owner(s) that have cured any other Unit Owner's Event of Default) may proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting Unit Owner of the applicable provisions of this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) from which the Event of Default arose, or exercise other equitable remedies; or

(d) the Board of Directors (on its own behalf or on behalf of Unit Owner(s) that have cured any other Unit Owner's Event of Default), if applicable, initiate and prosecute an eviction proceeding in the name and stead of a Unit Owner whose tenant (or Person with a possessory interest of any kind) shall default in the performance of any non-monetary obligation as set forth in this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), and the Owner shall be bound by the outcome of such proceedings and shall be liable to the Board of Directors for all attorney's fees and costs incurred.

Each of the remedies herein described may be exercised concurrently or sequentially. These remedies are cumulative and are not intended to in any way restrict or limit the remedies available pursuant to KRS 381.883 or any similar statute.

Section 4. Defaulting Unit Owner's Inability to Vote; Limitations on Ability of Non-Defaulting Unit Owners, Acting Alone, to Amend Declaration. Notwithstanding any provision hereof or of the By-Laws to the contrary, at any time following and during the continuance of an Event of Default, (i) the defaulting Unit Owner shall not be entitled to vote on any matter before (or action or decision to be taken by) the Unit Owners, and (ii) any Manager elected by, or acting on behalf of, the defaulting Unit Owner shall not be entitled to vote on any matter before (or action or decision to be taken by) the Board of Directors.

Section 5. Board of Directors' Lien. Notwithstanding any provision of this Declaration to the contrary, any Board of Directors' Lien shall be prior to all mortgages, liens or encumbrances affecting any Unit, except first mortgage liens in favor of a Lending Institution (as defined above), and except for liens for real estate taxes past due and unpaid on the Unit.

Section 6. Title of Board of Directors on Foreclosure. In the event of the Board of Directors' purchase of any Unit at a foreclosure sale, or in the event that any Unit Owner shall convey its Unit to the Board of Directors, title to such Unit shall be held by the Board of Directors or its designee on behalf of all of the other Unit Owners and the Board of Directors shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with such Unit. In the event that any Unit shall be acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit.

Article XXI
Interests of Owners, Tenants and Occupants
Subject and Subordinate to Declaration

All present and future Unit Owners, and all present and future tenants, occupants and licensees (including tenants under any lease, sublease or license granted by a Unit Owner, and any person or entity claiming under any Unit Owner), shall be subject and subordinate to this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), as the same may be amended from time-to-time in accordance herewith and therewith. The mere acquisition, occupancy or rental of any of the Units, or any part thereof, shall constitute an agreement and signify that the provisions of this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), as the same may be amended from time-to-time, are accepted and ratified by the purchaser, occupant or tenant, and may be enforced by the Board of Directors in its own name or in the Unit Owner's name against such persons by petition of forcible detainer or any other legal or equitable action without the necessity of obtaining the Unit Owner's permission or consent. All of the provisions of this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws), as the same may be amended from time-to-time in accordance herewith and therewith, shall be deemed and taken to be covenants running with the Land and Building, as though such provisions were recited and stipulated at length in each and every deed or lease to any Unit (or to any portion of any Unit).

Article XXII
Miscellaneous

Section 1. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of a Unit Owner contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of such Unit Owner and not of any shareholder, member, partner, director, officer, employee, lender or agent of such Unit Owner, and no recourse shall be had hereunder against any such shareholder, member, director, officer, employee, lender or agent.

Section 2 Captions; Exhibits. The captions herein (or in the By-Laws annexed hereto) are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision hereof. The exhibits attached hereto are incorporated herein as if fully set forth herein.

Section 3. Certain References. The use of the masculine gender in this Declaration and the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

(a) The terms "herein," "hereof" or "hereunder," or similar terms used in this Declaration, refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires. When used in this Declaration or the By-Laws, the terms "now," the "date hereof" or the "date of this Declaration" shall mean the date on which this Declaration is filed in the Register's Office. The term "hereafter" when used in this Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) shall mean after the date on which this Declaration is filed in the Register's Office.

(b) Whenever in the Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) the term "including" is used, it shall be deemed to mean "including, without limitation."

(c) Whenever in the Declaration or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) the term "not be unreasonably withheld" or similar terms are used, it shall be deemed to mean "not unreasonably withheld or delayed."

Section 4. Governing Law; Jurisdiction. This Declaration (and the By-Laws annexed hereto) shall be governed by, and construed in all respects in accordance with, the laws of the Commonwealth of Kentucky. Each Unit Owner, upon and by taking deed to such Unit Owner's Unit, shall be conclusively deemed to have irrevocably (i) consented to, and agreed to submit to, personal jurisdiction and venue in any federal or state court located in Jefferson County, Kentucky, for all purposes, and as to any and all claims, under the Condominium documents, and (ii) waived any objection to venue in Jefferson County, Kentucky and any objection to any action or proceeding there on the basis of forum non-convenience. Furthermore, as an alternative to personal service, each such Unit Owner shall also be deemed to have irrevocably consented to service of any and all process in any such action of proceeding by the mailing of copies to such Unit Owner at the address of the Unit owned by such Unit Owner and to such other address for such Unit Owner, if any, last known to the sender of such service. Nothing in this Section 4 shall affect the right of the Board of Directors or any Unit Owner to serve legal process in any other manner permitted by law, and nothing in this Section 4 shall affect the right of the Board of Directors, in the board of Directors' discretion, to bring any action or proceeding against any Unit Owner in the courts of any other jurisdiction if permissible.

Section 5. Severability. If any provision of this Declaration (or the By-Laws annexed hereto) is invalid or unenforceable against any Person, party or under certain circumstances, the remainder of this Declaration (or the By-Laws as applicable) and the applicability of such provision to other Persons, parties or circumstances shall not be affected thereby. Each provision of this Declaration (and the By-Laws annexed hereto) shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

Section 6. Waiver; Time of the Essence. No restriction, condition, obligation or provision contained in this Declaration (or the By-Laws (and Rules and Regulations duly adopted pursuant to the By-Laws) annexed hereto), shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur. Time shall be of the essence with respect to all of the terms and conditions herein.

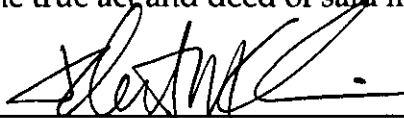
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the 22 day of November 2010.

NuLu Lofts, LLC

By: 
Kelly Will, Manager

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 22nd day of November 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Kelly Will, Manager of NuLu Lofts, LLC, Declarant, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument to be the true act and deed of said limited liability company.


Notary Public, State-at-Large, Kentucky

My commission expires: 6/22/2014

Prepared without title examination by:



Robert M. Klein
239 S. 5th Street, 17th Floor
Louisville, Kentucky 40202
(502) 581-1600

EXHIBIT A

BEGINNING at the Southwest corner of Main and Campbell Streets, thence Westwardly along the South side of Main Street 131.25 feet; thence South 204 feet to the North side of a 12 foot alley known as Billy Goat Strut; thence East along the North side of said alley, 131.25 feet to a point in West side of Campbell Street; thence North along Campbell Street 204 feet to the point of beginning, containing .61 acres, more or less.

BEING the same property conveyed to NuLu Lofts, LLC by Commissioner's Deed dated April 23, 2010, of record in Deed Book9553, Page 341, in the office of the Clerk of Jefferson County, Kentucky.

EXHIBIT B**Total Condominium Areas & Share per Unit**

Unit	Square Feet	Share
Commercial #1	2,083	4.65%
Commercial #2	1,061	2.37%
Residential #201	966	2.15%
Residential #202	2,203	4.91%
Residential #203	1,067	2.38%
Residential #204	1,588	3.54%
Residential #205	1,110	2.48%
Residential #209	1,145	2.55%
Residential #210	1,237	2.76%
Residential #211	1,079	2.41%
Residential #212	1,282	2.86%
Residential #213	875	1.95%
Residential #214	717	1.60%
Residential #301	1,685	3.76%
Residential #302	1,087	2.42%
Residential #303	1,415	3.16%
Residential #304	1,086	2.42%
Residential #306	1,076	2.40%
Residential #309	715	1.59%
Residential #310	1,085	2.42%
Residential #311	725	1.62%

Residential #312	1,083	2.42%
Residential #313	728	1.62%
Residential #314	1,088	2.43%
Residential #315	879	1.96%
Residential #401	867	1.93%
Residential #402	2,001	4.46%
Residential #403	978	2.18%
Residential #404	1,623	3.62%
Residential #407	477	1.06%
Residential #409	477	1.06%
Residential #413	978	2.18%
Residential #415	457	1.02%
Residential #419	479	1.07%
Residential #421	1,046	2.33%
Residential #422	1,612	3.60%
Residential #423	1,046	2.33%
Residential #429	1,046	2.33%
Residential #430	1,981	4.42%
Residential #433	710	1.58%
TOTAL	41,712	100.00%

PRELIMINARY

TOTAL CONDOMINIUM AREAS & SHARE PER UNIT

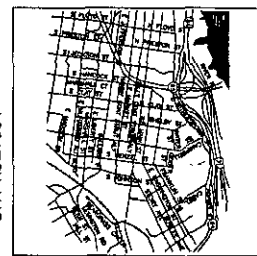
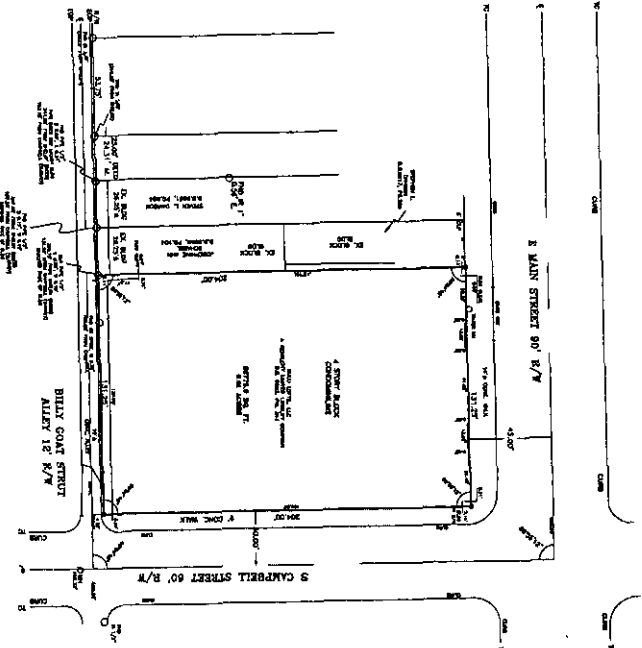
UNIT	S.F.	SHARE
CAPT	2,083	4.65%
CAPT	1,061	2.37%
201	966	2.13%
202	2,033	4.51%
204	1,569	3.51%
205	1,110	2.45%
209	1,145	2.55%
210	1,237	2.75%
211	1,079	2.38%
213	675	1.50%
214	717	1.60%
301	1,685	3.75%
302	1,097	2.42%
303	1,418	3.15%
306	1,076	2.40%
309	715	1.59%
310	1,055	2.35%
311	725	1.62%
312	729	1.63%
314	1,089	2.43%
315	879	1.95%
401	657	1.46%
402	2,001	4.48%
404	1,823	4.07%
409	477	1.06%
413	978	2.18%
415	753	1.67%
416	1,046	2.33%
417	1,046	2.33%
423	1,046	2.33%
428	1,048	2.33%
430	1,051	2.34%
431	1,051	2.34%
TOTAL	41,172	92.00%

GENERAL NOTES:

- SEE SHEETS 2-4 FOR DIMENSIONAL DRAWINGS FOR BUILDING.
- THIS IS AN AS-BUILT SURVEY OF 830 E. MAIN STREET.
- EACH CONDOMINIUM UNIT CONVEYS TO THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE COMMON WALL BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANS AT THE FLOOR AND CEILING ELEVATION.
- CEILING FINISH IS 8 FEET 6 INCHES FROM U.S.C.S. MEAN SEA LEVEL. FINISH FLOORING, FLOOR FINISH, AND CEILING FINISH ARE NOT SPECIFIED.
- ALL UTILITY LINES OF CONDOMINIUM ARE SHOWN AS LOCATED BY U.S.C.S. SURVEYING.
- A BOUNDARY SURVEY WAS NOT PERFORMED.
- ALL BOUNDARY SURVEYS FOR BOUNDARY SURVEY PERFORMED BY C. BRUCE SMITH, LAND SURVEYOR OF KY, HAVE BEEN FILED AND ARE AVAILABLE FOR EXAMINATION.
- THIS PLAN IS SUBJECT TO ALL ORDINANCES AND REGULATIONS OF RECORD.

LEGEND

- - utility survey points
- - boundary of condominium unit
- - boundary within common elements (not shown)
- - boundary of common, common elements (not shown)
- - boundary of common, common elements (not shown)
- - boundary of common, common elements (not shown)



GRAPHIC SCALE

1" = 30 FT.

(IN FEET)

SOHO LOFTS

SURVEYOR'S CERTIFICATE

I, **CARDINAL SURVEYING SERVICES, INC.**, a corporation organized under the laws of the State of Kentucky, do hereby certify that I am a duly licensed and qualified land surveyor in the State of Kentucky and that I am the duly authorized representative of the firm of **CARDINAL SURVEYING SERVICES, INC.**, a corporation organized under the laws of the State of Kentucky, in the performance of my duties as a land surveyor in the State of Kentucky. I have personally supervised and participated in the making of the survey shown on this plan and I am satisfied that the same is a true and correct representation of the facts as shown on the ground. I have also personally examined the original field notes and computations and I am satisfied that the same are a true and correct representation of the facts as shown on the ground. I have also personally examined the original field notes and computations and I am satisfied that the same are a true and correct representation of the facts as shown on the ground. I have also personally examined the original field notes and computations and I am satisfied that the same are a true and correct representation of the facts as shown on the ground.

DATE: _____

JOB NO. 00000	AS-BUILT SURVEY 830 E. MAIN STREET	PROJECT DATA FILE NAME: LEGACY HOMES DATE: 06-30-08 SCALE: 1" = 30' DRAWN BY: TY	SURVEYOR'S SEAL	REVISIONS			
	NULU LOFTS, LLC / D.B.A SOHO LOFTS 816 ROUND HILL ROAD LOUISVILLE, KY 40222-8954			OWNERS NULU LOFTS, LLC A KENTUCKY LIMITED LIABILITY COMPANY 5613 ROUND HILL ROAD, LOUISVILLE, KY 40222	9009 PRESTON HWY LOUISVILLE, KY 40219 (502) 966-3448 FAX: (502) 988-7077 cardsurvey@insightbb.com	NO.	DATE
SHEET 1 OF 6							

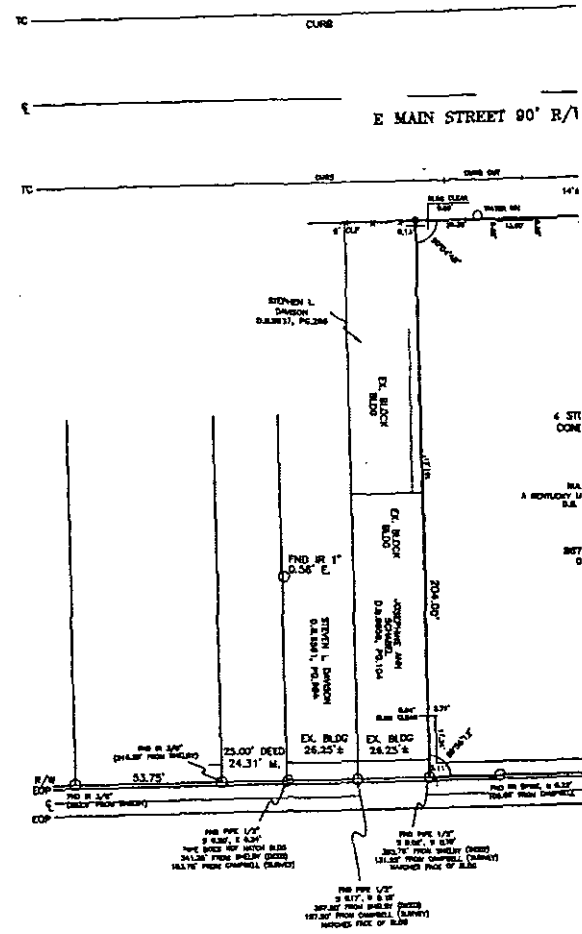
PRELIMINARY

19648PG 740

- BOUNDARY OF CONDOMINIUM UNITS
- INDICATES LIMITED COMMON ELEMENTS (LCE)
- INDICATES GENERAL COMMON ELEMENTS (GCE)
- INDICATES LINE WHERE ELEVATION CHANGE OCCURS

TOTAL CONDOMINIUM AREAS & SHARE PER UNIT

UNIT	S.F.	SHARE
CA#1	2,083	4.65%
CA#2	1,061	2.37%
201	966	2.15%
202	2,203	4.91%
203	1,067	2.38%
204	1,588	3.54%
205	1,110	2.48%
209	1,145	2.55%
210	1,237	2.76%
211	1,079	2.41%
212	1,282	2.86%
213	875	1.95%
214	717	1.60%
301	1,685	3.76%
302	1,087	2.42%
303	1,415	3.16%
304	1,086	2.42%
306	1,076	2.40%
309	715	1.59%
310	1,085	2.42%
311	725	1.62%
312	1,083	2.42%
313	728	1.62%
314	1,088	2.43%
315	879	1.96%
401	867	1.93%
402	2,001	4.46%
403	978	2.18%
404	1,623	3.62%
407	477	1.06%
409	477	1.06%
413	978	2.18%
415	457	1.02%
419	479	1.07%
421	1,046	2.33%
422	1,612	3.60%
423	1,046	2.33%
429	1,046	2.33%
430	1,981	4.42%
433	710	1.58%
TOTAL	41,712	100.00%



GENERAL NOTES:

1. SEE SHEETS 2-6 FOR OVERALL DIMENSIONS FOR BUILDING.
2. THIS IS AN AS-BUILT SURVEY OF BLDG 830 E. MAIN STREET.
3. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANS AT THE FLOOR AND CEILING ELEVATION.
4. ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C.S. MEAN SEA LEVEL DATUM BENCHMARK, FLOOR AND CEILING ELEVATIONS ARE REFERENCED TO THIS DATUM AS REFERENCED BY G.P.S. OBSERVATION.
5. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90° (UNLESS NOTED).
6. A BOUNDARY SURVEY WAS NOT PERFORMED.
7. ALL BOUNDARY INFORMATION PER BOUNDARY SURVEY PREPARED BY C. BRUCE SNOOK, DATED OCTOBER 08, 1993, CARDINAL DOES NOT WARRANT ITS ACCURACY.
8. THIS PLAN IS SUBJECT EASEMENT AND RESTRICTIONS OF RECORD.

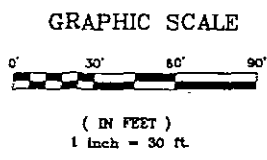


EXHIBIT D**Yearly Budget for SoHo Lofts CAM****Year Ended December 31, 2011**

Insurance	\$ 9,200
Electric/Gas \$65/unit/month	\$30,000
Water \$50/unit/two months	\$11,400
Cleaning \$100/week	\$ 5,200
Garbage \$360/month	\$ 4,320
Maintenance 20x38x12	\$ 9,120
Elevator Maintenance	\$ 1,200
Sprinkler/Valve Maintenance	\$ 1,030
Phone/Cable/Elevator/Sales	\$ 1,200
Parking Lot Pickup	\$ 1,200
Landscaping	\$ 1,000
Management Fee	\$ 5,000
Total	\$79,870

Document No.: DN2010163277
 Lodged By: Klein
 Recorded On: 11/23/2010 01:36:42
 Total Fees: 118.00
 Transfer Tax: .00
 County Clerk: BUBBLE HOLSCLAW-JEFF CO KY
 Deputy Clerk: SHESCH

END OF DOCUMENT

Recorded in Condo Book
 No. 129 Page 21-26
 Part No. 2818