

FIRST AMENDED AND RESTATED MASTER DEED**For Coppershire Condominium Homes**

This First Amended and Restated Master Deed for the Coppershire Condominium Homes ("Coppershire") is made at the direction of the Coppershire Condominium Association, Inc., a Kentucky non-profit, non-stock corporation, as an amendment and restatement of that Master Deed and Declaration establishing the Coppershire Condominiums, dated the 23rd day of October, 2014 and filed of record in Deed Book 7127 Page 822, in the Office of the Clerk of Jefferson County, Kentucky, 1998

WITNESSETH

WHEREAS, the Coppershire Condominium Association, Inc., as successor in interest to the Declarant, believes the Master Deed needs to be amended and restated to clarify ambiguity and update certain provisions;

WHEREAS, the Coppershire Condominium Association, Inc., at a duly called meeting on the 20th day of May, 2014, having approved this First Amendment and Restatement pursuant to the provisions of the Master Deed;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, the Coppershire Condominium Association, Inc., hereby declares as that the Master Deed is amended and restated as follows and that all such property shall be owned, held, used, leased, conveyed, and occupied subject to the restrictions and conditions set forth in this First Amendment and Restatement as if these restrictions and conditions were included in and made a part of the Master Deed;

ARTICLE I**Definitions**

The words listed in this Article I when used in this Master Deed shall have the meanings set forth for each in this Article I:

- (1) "Articles of Incorporation" means the Articles of Incorporation of the Association, a non-stock, nonprofit corporation, which shall govern and control, in part, the affairs and administration of Coppershire.
- (2) "Board of Directors" means the Board of the Association who shall be elected and serve and shall have the powers and duties provided herein and in the Articles of Incorporation and the Bylaws.
- (3) "Buildings" mean Buildings in Coppershire and future Buildings as provided in Article XII herein. The location of the Buildings on the land, the number by which each Building shall be designated, and the area of each of the Buildings are as set forth in Exhibit B attached to this Master Deed.
- (4) "Bylaws" means the Bylaws of the Association, approved and adopted by the Board, which shall govern and control, in part, the affairs and administration of Coppershire.

(5) "Common Elements" means all of the property, except the Units and Limited Common Elements as defined herein, including, without limitation, the outside walls and roofs of the Buildings, the foundations and structural members of the Buildings and all columns, girders, beams, and supports, the land and improvements on the property (including the land under the Units), swimming pool and clubhouse, all utility or other pipes and material located outside of the Units except such as are part of the Units, all central installations for the furnishing of utilities and other services to the Units, all driveways, carports, parking spaces, roadways, grass areas, sidewalks, and front stoops to the extent the same are not a part of any Unit and as more fully described in Article III below.

(6) "Condominium Documents" means, collectively, the Master Deed, Articles of Incorporation, Bylaws, and Rules and Regulations.

(7) "Association" means Coppershire Condominium Association, Inc., a Kentucky nonstock, nonprofit corporation, the members of which shall be each owner of record of a Unit in Coppershire.

(8) "Coppershire Condominium Homes" means the name by which Coppershire shall be known.

(9) "Limited Common Elements" means and includes those Common Elements (if any) designated by this Master Deed to be reserved for the exclusive use of a particular Unit or combination of Units as more fully described in Article IV below.

(10) "Person" means any natural person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof.

(11) "Plans" means the plans and specifications for Coppershire, including the floor plans for the Buildings dated ____, 1998 prepared by Matherly Land Surveying Inc., showing the layout, location, Unit numbers and dimensions of the Units, and recorded in Condominium and Apartment Ownership Book 68, pages 12 through 18, in the County Clerk's Office of Jefferson County, Kentucky, simultaneously with the recording of this Master Deed. Additional Units and Limited Common Elements may be brought into Coppershire by filing and recording supplemental floor plans.

(12) "Rules and Regulations" means the Rules and Regulations promulgated by the Board and governing, in part, the use and occupancy of the Units.

(13) "Unit" means an enclosed space within the Buildings measured from interior unfinished surfaces of walls, ceilings, fireplaces and floors, having a direct exit to a thoroughfare or to a Common Element leading to a thoroughfare.

Each Unit shall include doors, windows, vents, and other structural elements as ordinarily are regarded as enclosures of space, and any wallpaper, paint, carpets, tile, hardwood flooring and all other decorating or finishing materials affixed or installed as part of the physical structure of the Unit, and all closets, cabinets, storage areas, and visible fixtures, mechanical systems, and equipment installed in and for the sole and exclusive use of an individual Unit including the plumbing, heating and air conditioning equipment (including all ducts and pipes) electrical wiring and equipment, hot water heater, telephone lines, cable television lines, windows and doors; provided however, that neither pipes, wires, conduits, or other public utility lines or installations constituting part of the overall systems designed for the general service of an entire Building, nor property of any kind which is not removable without jeopardizing the soundness and safety of the remainder of an entire Building, shall be deemed to be included within any Unit. "Entire Building," as used in the preceding sentence, shall include any other Unit and any Common Elements and Limited Common Elements.

(14) "Unit Owner" means any person having record title to a Unit.

ARTICLE II

Units

(A) Number, location, designation, and plans for Units

There shall be 66 initial Units within Coppershire. For purposes of identification, each Unit has been assigned a number and designated as indicated in Exhibit B attached to this Master Deed and made a part hereof. No Unit bears the same identification number as any other Unit. The plans set forth the layout, location within the applicable Building, Unit number designation, and dimensions of each Unit.

(B) Ownership of Units

Each Unit Owner shall obtain fee simple ownership of the Unit acquired, the appurtenant undivided interest in the Common Elements of Coppershire, and, if applicable, any Limited Common Elements appurtenant to the Unit. Each Unit Owner shall be a member of the Association. The form of ownership of a Unit may be individual, corporate, in partnership, joint with right of survivorship, a tenancy in common, or (subject to the other provisions of the Condominium Documents) any other estate in real property recognized by law and which may be conveyed and encumbered.

All deeds to each Unit shall describe such Unit by reference to this Master Deed, the plans, the name of Coppershire, and the identifying number of the Unit followed by the words "a condominium Unit." No Unit shall be subdivided, and no action for partition of a Unit shall lie, except in the manner provided in the Horizontal Property Law of Kentucky and upon the prior written approval of the holder(s) of any mortgage(s) on such Unit and approved by a majority vote of the Association. Any conveyance of a Unit shall be deemed also to convey the undivided interest of the Unit Owner in the Common Elements and any Limited Common Elements appurtenant to the Unit, whether or not the instrument evidencing such conveyance expressly shall so state.

(C) Taxation of Units

Each Unit Owner shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the Unit and its percentage of ownership in the Common Elements by any governmental authority with jurisdiction over the Unit. Nothing contained in this Master Deed shall be construed as giving to any Unit Owner any right of contribution or adjustment against any other Unit Owner on account of any deviation by any governmental authority from the percentages of ownership set forth in any valuation or assessment against the Unit owned by such Unit Owner.

(D) Occupancy and use of Units

Unless otherwise permitted by the Board (who shall take into consideration the interests of all Unit Owners), each Unit shall be occupied and used as follows:

- (1) A one-bedroom Unit may be occupied by no more than three people from a combination of up to two adults over the age of 18 and children under the age of 18.
- (2) A two-bedroom Unit may be occupied by no more than five people from a combination of up to four adults over the age of 18 and children under the age of 18.
- (3) No lease, rental, or ownership for the purpose of temporary stays shall be permitted. A temporary stay is defined as individual tenant duration of less than three months or where remuneration is the primary reason for permitting such temporary use.
- (4) No industry, trade, business, or profession of any kind (other than incidental business function or as permitted by the Board) shall be conducted, maintained, or permitted on any part of Coppershire.

(E) Maintenance and repair of Common Elements and Limited Common Elements

It shall be the responsibility of the Association to maintain, repair, or replace:

- (1) The Buildings and Limited Common Elements (except to the extent of the Units comprising a part of the same), including the roofs, grounds and parking lots, fireplaces, carports, porches and patios, pool and clubhouse.
- (2) All portions of any Unit which contribute to the support of any Building, including main bearing walls (but excluding painting, wallpapering, decorating, or other work on the interior surfaces of walls, ceilings, and floors within the Unit, which shall be the Unit Owner's responsibility).
- (3) All portions of the Unit which constitute a part of the exterior of any Building.
- (4) All Common Elements.
- (5) All incidental damage caused by work done at the direction of the Board.

(F) Maintenance and repair of Units

It shall be the responsibility of each Unit Owner with respect to the Unit owned by such Unit Owner:

- (1) To maintain, repair, and replace at the expense of such Unit Owner all portions of the Unit except the portions to be maintained, repaired, and replaced by the Association, including all decorating and redecorating, painting, tiling, carpeting, waxing, papering, plastering, or varnishing which may be necessary to maintain the good appearance and condition of the Unit. Such maintenance, repair, and replacement shall be done without disturbing the rights of other Unit Owners, and such maintenance, repair, and replacement shall not change the appearance of any portion of the exterior of a Building or Unit without prior approval of the Board.
- (2) To maintain, repair, and replace at the expense of such Unit Owner the appliances and fixtures located in the Unit, or located in the Limited Common Elements appurtenant to the Unit, or located in the Common Elements but benefitting the Unit to the exclusion of any other Unit, including, but not limited to, any plumbing fixtures, water heaters, air conditioning equipment, lighting fixtures, refrigerators, dishwashers, disposal, ranges, range hoods and fans, sinks, lamps, doors, windows,

telephones, or any electric, gas, or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.

(3) To report promptly to the Board, managing agent, and/or manager any defect or need for repairs for which the Association is responsible.

(4) To maintain, repair, or replace at the expense of such Unit Owner all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements.

(5) To perform the responsibilities of such Unit Owner in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the Buildings.

(G) 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 Coppershire, whether part of a Unit or part of the Common Elements or Limited Common Elements, if such maintenance, repair, or replacement is rendered necessary by any negligent act or omission of the Unit Owner, or any member of the family, or guests, employees, agents, or lessees of such Unit Owner.

If any Unit Owner fails to undertake any such maintenance, repair, or replacement within 10 days after the Board notifies such Unit Owner in writing that the Board has determined that such maintenance, repair, or replacement is the responsibility of such Unit Owner under this section, the Board may undertake such maintenance, repair, or replacement, and the cost thereof 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 common charges and assessments.

(H) Alteration or improvement of Units

No alteration or improvement to the Unit which would alter or affect the Common Elements or any other Unit may be made by any Unit Owner without the prior written consent of the Board. No application shall be filed by any Unit Owner with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a Unit which alters or affects the Common Elements or other Units, unless approved and executed by the Board. Such approval and execution shall not evidence any consent to any liability on the part of the Board, or any individual Board Member, to any contractor, subcontractor, materialman, architect, or engineer by reason of such addition, alteration, or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

Consent shall be requested in writing through the managing agent and/or manager, if any, or through the President or Secretary of the Association if none is employed. The Board shall have the obligation to answer within 30 days. The Board may require that the Unit Owner making such improvement, alteration, or addition obtain such insurance coverages and in such amounts as the Board deems proper.

ARTICLE III**Common Elements****(A) Common Elements**

The Common Elements of Coppershire include the land and all other areas, and all structures and improvements, within the boundaries of Coppershire not included within the Units and the Limited Common Elements. The Common Elements include, but are not necessarily limited to, the land, the foundations, structural columns, walls and floors and ceilings and roofs (other than the interior decorated surfaces thereof located within the boundaries of individual Units) of the Buildings, the swimming pool, the clubhouse, the grounds, outside walks, stoops, and outside driveways, breezeways, automobile parking spaces, carports, outside retaining walls and landscaping, and compartments or installations of central services such as pipes, ducts, electrical wiring and conduits, and public utility lines.

(B) Interest in Common Elements

Each Unit shall have appurtenant to it that percentage interest in the Common Elements which the floor area of the Unit bears to the sum of the floor area for all Units (which percentage interest is set forth in Exhibit B attached to this Master Deed), and each Unit Owner shall bear the same percentage of the common expenses of Coppershire.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the instrument of such conveyance.

(C) Common elements to remain undivided

The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Any covenant to the contrary shall be void.

(D) Adjustments in percentage of ownership

Except as provided in Article XII of this Master Deed and as otherwise may be expressly provided herein, the percentages of ownership in the Common Elements set forth in Exhibit B attached to this Master Deed shall remain constant regardless of the purchase price paid for any Unit at any time. Except as provided in Article XII of this Master Deed and as otherwise may be expressly provided herein, no adjustment in percentages of ownership shall be made without the prior written approval of all Unit Owners, and all holders of record of first mortgages on all Units in Coppershire for which the percentages of ownership are being adjusted.

(E) Use of Common Elements

The Common Elements shall be used for the benefit of the Unit Owners, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and

reasonable use. Each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended so long as such use does not hinder the exercise of or encroach upon the rights of other Unit Owners. The Board shall, if any question arises, determine the purpose for which a Common Element is intended to be used. The Board shall have the right to promulgate the Rules and Regulations which may limit the use of the Common Elements to Unit Owners, their guests, permitted tenants, and invitees.

(F) Maintenance of Common Elements

The maintenance and operation, including landscaping, gardening, snow removal, cleaning, painting and all other repair, of the Common Elements shall be the responsibility and expense of the Association, unless and except as otherwise expressly provided in the Condominium Documents.

(G) Alteration and improvement of Common Elements

The Board shall have the right to make or cause to be made such alterations and improvements to the Common Elements as in the opinion of the Board may be beneficial and necessary. The cost of any such alterations and improvements to the Common Elements shall constitute a part of the common expenses. When in the sole opinion of the Board the costs therefor shall be exclusively or substantially exclusively for the benefit of Unit Owner(s) that requested the alteration or improvement, the cost shall be assessed against such Unit Owner(s) in such proportion as the Board, in its discretion, reasonably shall determine is fair and equitable.

(H) Carports

The carports shall be rented to Unit Owners on a monthly or annual basis, on a first-come, first-served basis.

ARTICLE IV

Limited Common Elements

(A) Limited Common Elements

The Limited Common Elements of Coppershire are areas which are reserved for the use of Unit Owners of a certain Unit or Units to the exclusion of the Unit Owners and/or occupants of other Units. The Limited Common Elements of Coppershire include any patios or porches, including any structure covering the patios or porches, and fireplaces associated with a particular Unit and intended for use exclusively by occupants of that particular Unit.

(B) Limited Common Elements to remain undivided

The Limited Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Any covenant to the contrary shall be void.

(C) Changes to Limited Common Elements

The porches, patios, and/or fireplaces shall not be altered or repaired without the express written consent of the Board.

ARTICLE V**Assessments**

The making and collection of assessments against Unit Owners for common expenses of Coppershire, including but not limited to maintenance and repair of the Common Elements, including related insurance charges and utility expenses, shall be pursuant to the Bylaws and subject to the following provisions:

(A) Share of common expenses

Each Unit Owner shall be personally liable for the proportionate share of the common expenses and shall share in the common surplus (after due allowance for the retention of any reserve to cover future common expenses), such shares being the same as the Unit Owner's undivided share in the Common Elements as set forth in Exhibit B attached to this Master Deed or as determined by the Association by and through the Board.

No Unit Owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit owned by such Unit Owner or by claiming that the quantity or quality of services does not warrant such payment or is not as contemplated by such Unit Owner as of the time of purchase.

(B) Interest and late fees; application of payments

Assessments and installments on such assessments paid on or before 15 days after the due date shall not bear interest, but all sums not paid on or before 15 days after the due date, including any sums due as a result of acceleration of unpaid assessments as may be provided in the Bylaws, shall bear interest and/or late fees from the due date until paid at the rate of interest per annum and/or late fee amount as determined by the Board as provided in the Bylaws. All payments upon account shall be first applied to interest and/or late fees and then to the assessment payment first due.

(C) Lien for assessments

Except as provided in Article V(E) of this Master Deed, any unpaid common expenses assessed to a Unit Owner shall constitute a lien against the Unit owned by such Unit Owner and against such Unit Owner's interest in Coppershire prior to all other liens except the lien of a first mortgage on the Unit and tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to state, county, city, and school district taxing agencies.

The lien created by this section shall be deemed to be incorporated by reference in and reserved by each deed or other instrument conveying any interest in a Unit whether or not such deed or instrument by its express

terms refers to said lien. In addition to any other remedies or liens provided by law, if any Unit Owner is in default in the payment of any common expenses assessed to such Unit Owner for 30 days, including any sums due as a result of acceleration of unpaid assessments as may be provided in any of the Condominium Documents, the Association may bring suit for and on behalf of itself and as representative of all Unit Owners to enforce collection of the assessment and all costs of collection thereof, including reasonable attorney fees, and to foreclose the aforesaid lien in accordance with the laws of the Commonwealth of Kentucky, in like manner as a mortgage on real property.

The lien for unpaid assessments shall also secure legal interest and reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit Owners as a common expense and/or written off accordingly, as determined by the Board.

(D) Transfer of Units

A Unit Owner shall not be liable for any common expenses accruing after the sale of the Unit and the recording of a deed to the purchaser. The purchaser of a Unit subject to any lien arising under this Master Deed prior to the date of purchase and the recording of the deed shall take title to the Unit subject to the lien; provided, however, that at the request of any Unit Owner or a prospective purchaser of the Unit, the Board shall provide a statement disclosing whether the Unit Owner is then in default under any of the obligations hereunder and whether and in what amount a lien exists against the Unit owned by the Unit Owner under the section hereof entitled "Lien for Assessments," which statement shall be conclusive as to the facts stated therein as against the Association and the other Unit Owners and may be relied upon by a prospective purchaser or mortgagee or assignee of any mortgage upon the Unit of such Unit Owner.

(E) Limitation on mortgagee liabilities

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Unit obtains title to the Unit as a result of foreclosure of a first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee or purchaser shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Unit or chargeable to a former Unit Owner of such Unit which became due prior to acquisition of title by said mortgagee or purchaser as a result of foreclosure.

Such unpaid share of common expenses or assessments shall be, as determined by the Board, either written off accordingly and/or deemed to be common expenses collectible from all of the other Unit Owners of Units, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due assessments shall not apply to a Unit Owner who takes back a purchase money mortgage, or to any other mortgagees which is not an "institutional mortgagee." The term "institutional mortgagee" herein used shall mean a first mortgage holder which is a bank, savings and loan association, life insurance company, pension fund, trust company, credit union, or other similar institutional lender.

(F) Rental pending foreclosure

In any foreclosure of a lien for assessments, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

(G) Determination of regular assessments, reserves, special assessments, fine assessments

(1) The Association, acting through the Board, shall, from time to time, but not less than once every twelve (12) months, determine the amount of the total regular assessments necessary to defray the common expenses for a given period not to exceed twelve (12) months. When setting the total regular assessments, the Board should include both (A) those funds required during the period for general operating purposes, and (B) those reserve funds estimated to be necessary for future capital improvements.

All funds required for general operating purposes under (A) above may be held in the name of the Association. All funds required for reserves for capital improvements under (B) above shall be held in an account in the name of the Association, for the benefit of all of the Unit Owners in the Regime. Each Unit Owner, by the acceptance of a deed, does authorize the disbursal of any and all of the escrow funds solely upon the written authorization of the Board.

(2) Each Unit Owner is liable to pay that percentage of the regular total assessment that is equal to the Unit's percentage of the common interest as defined in Exhibit B attached to this Master Deed.

(3) The Board may from time to time levy special assessments for reasonable purposes. The special assessment may be levied against one Unit, or a group of Units, or all of the Units, as circumstances reasonably warrant according to the Unit or Units benefitted by the assessment. If the assessment is apportioned among Units, the method of apportionment shall be based upon square feet unless for some reason that method would be very unfair. In that case, the Board can determine another reasonable method of apportionment.

(4) If Coppershire is expanded during a given year and additional Units are brought into the project, the new Unit shall pay the same assessment per square foot as the existing Units are paying for that assessment year. If, in the Board's sole discretion, such a rate would not be reasonable, the Board may adjust the rate up or down for those new Units until the next annual assessment is made.

(5) The Board may levy a reasonable assessment as a fine or penalty for violation of the Condominium Documents. A lien may be filed for this assessment and this assessment may be enforced by foreclosure and otherwise treated as a regular assessment.

ARTICLE VI**Association of Co-Owners****(A) Association manages Coppershire**

The management and operation of Coppershire shall be the responsibility of the Association, acting through the Board and the elected officers thereof, and the Association shall fulfill its functions pursuant to the provisions of the Condominium Documents.

(B) Bylaws

The Bylaws adopted by the Association from time to time shall be the Bylaws of Coppershire.

(C) Rules and Regulations

Each Unit Owner's ownership and use of the Units owned by such Unit Owner shall be subject to the Rules and Regulations promulgated by the Board from time to time, applicable to all Unit Owners. A copy of the Rules and Regulations, including any amendments thereto, shall be furnished by the Board to all Unit Owners and residents of Coppershire upon request.

(D) Limitation upon liability of Association

Notwithstanding the duty of the Association to manage, operate, maintain, and repair Coppershire, subject to and in accordance with the provisions of the Condominium Documents, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of Coppershire required to be maintained and repaired by the Association, or caused by the weather or other elements, or by other Unit Owners or persons, including, but not limited to, defects which are the result of characteristics common to the materials used, damage due to ordinary wear and tear and normal use, and damage due to wind, rain, snow, ice, hail, and condensation on or expansion or contraction of materials due to weather.

(E) Board

The members of the Board shall be elected and serve and shall have the duties and powers as provided in the Articles of Incorporation and the Bylaws. The Board shall have the right to delegate its duties to a managing agent and/or manager. The Board shall be the final arbiter of any dispute concerning the operation of Coppershire and the interpretation and effect of the Condominium Documents.

(F) Declarant's Proxy Rights

This section is no longer applicable and has been deleted.

(G) Approval or disapproval of matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting, unless joinder of all Unit Owners of record is specifically required by the applicable provision of the Condominium Documents.

ARTICLE VII

Easements

(A) Existing easements

Easements are hereby declared and granted by each Unit Owner in favor of each other Unit Owner for all utility purposes as they exist on the date of the recording of this Master Deed or as are contemplated by the plans, or as may be required to be incorporated in the final construction of the Buildings and the Common Elements. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving the Units of such Unit Owner. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit.

Easements are further declared and granted and reserved for ingress and egress for pedestrian traffic over, through, and across sidewalks, paths, walks, and lanes as are now and from time to time may exist upon the Common Elements; and for vehicular traffic over, through, and across such driveways, parking areas, and other portions of the Common Elements as are now and from time to time may be paved and intended for such purposes. All easements and rights described in this Master Deed are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon the Unit Owners and any other person having any interest in Coppershire, but shall be subject to and limited by the provisions of the Condominium Documents.

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

(B) Future easements

The Association may grant future easements for utility purposes for the benefit of Coppershire, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment, and electrical conduits and wires over, under, along, and on any portion of Coppershire.

Each Unit Owner hereby grants the Association, acting through the Board, 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 a Unit shall be only according to the plans and specifications for the Building in which such Unit is located, or as such Building is constructed, unless approved in writing by the Unit Owner. 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.

(C) Access to Units by the Association

The Association shall have a right of access to each Unit upon reasonable prior notice and at reasonable hours: (1) for the maintenance, repair, replacement, or improvement of any portion of the Common Elements or any portion of the Unit which is the responsibility of the Association, including any pipes, wires, ducts, cables, conduits, and public utility lines located in or adjacent to any Unit; (2) to prevent damage to the Common Elements or any other Unit; (3) to abate any violation of law, order, rules, or regulations of any governmental authority having jurisdiction thereof. The Association shall have such other right of access to each Unit as may be provided under any other provisions of the Condominium Documents. The Association shall be obligated to repair any damage to a Unit incurred by reason of exercise of this right of access.

(D) Declarant's easement for marketing purposes

Declarant reserves the right with respect to its marketing of Units to use the common elements for the ingress and egress of itself and for prospective purchasers and lessees of Units, including the right of such prospective purchasers and lessees to park in parking spaces. Any damage to the common elements resulting from this easement shall be repaired by Declarant promptly after the same occurs.

(E) Declarant's easement for completion of Units

Declarant reserves the right for the purpose of completing the development of the Condominium Project, including the Buildings and Units, to have access to the common elements and (but only to the extent reasonably necessary and only upon reasonable prior notice to the applicable Unit Owner and at reasonable hours) to any Units presently existing, for the ingress and egress of itself and its subcontractors, materialmen, and suppliers for the purpose of constructing, installing, maintaining, and repairing equipment and fixtures pursuant to such development, and for other activities reasonably necessary in connection with such development, including the right to use the roadways and to park in those parking spaces which are not Limited Common Elements at the Condominium Project. Declarant agrees to repair any damage which may be caused to the building or to any Unit resulting from the actions of Declarant permitted by this section promptly after Declarant is notified that such damage has occurred.

(F) Easements for encroachments

An easement shall exist for any portion of a Unit or the Common Elements which encroaches upon any other Unit or the Common Elements as a result of (1) the original or future construction or settling or shifting of any part of a Building, or (2) any repair or restoration undertaken by the Board, or (3) any construction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings. Such easements as provided in this section shall exist so long as the Building in which the encroachment exists (or any replacement thereof permitted under any of the Condominium Documents) shall stand.

(G) Additional easements

The Board shall have the right to grant such additional easements burdening the Common Elements as are reasonably determined by it to be compatible with the intended uses and future development of Coppershire, including, without limitation, additional easements for ingress and egress to and from and over the land.

ARTICLE VIII

Insurance

(A) General insurance

The Association shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and, if required by law, worker's compensation insurance with respect to the Association and the Association's administration thereof in accordance with the following provisions:

(1) The master policy shall be purchased by the Association for the benefit of the Association, the Unit Owners, and their mortgagees as their interest may appear, subject to the provisions of the Condominium Documents. The master policy may be made up of several different policies purchased from different agencies and issued by different companies.

(2) All Buildings, improvements, Association property, and other Common Elements shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one hundred percent (100%) of the replacement value thereof, including, but not limited to, plumbing fixtures, electrical fixtures, pool and clubhouse, and other improvements and betterments to the Common Elements, as determined from time to time by the Association. The Association may elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to Buildings and improvements similar in construction, location, and use.

(3) The Association may have its liability insurance contain cross liability endorsements or appropriate provisions to cover liability of the Unit Owners, individually and as a group (arising out of their ownership interest in the Common Elements), to another Unit Owner. The amount of the public insurance shall be reasonably determined by Association.

(B) Fidelity insurance

The Association shall carry fidelity coverage against dishonest acts on the part of officers and employees, members of the Association, Board Members, trustees, employees, or volunteers responsible for the handling of funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is not less than the total annual assessments plus all accumulated reserves and all other funds held by the Association, either in its own name or for the benefit of the Unit Owners.

(C) Board and Officers' errors and omissions insurance

The Association may purchase insurance to protect itself and to indemnify any Board Member or officer, past or present, against expenses actually and reasonably incurred by a Board Member or officer in connection with the defense of any action, suit proceeding, civil or criminal, to which he is made a party by reason of being or having been such Board Member or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to the Association; or to obtain such fuller protection and indemnification for Board Members and officers as the law of Kentucky permits. The policy or policies shall be in an amount to be reasonably determined by the Board.

(D) Premiums

The premiums upon insurance purchased by the Association shall be common expenses.

(E) Proceeds

Proceeds of all insurance policies owned by the Association shall be received by the Association for the use of the Unit Owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Association because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by the Condominium Documents.

(F) Power of Attorney

Each Unit Owner shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the Association. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Unit Owners, and their respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things; on behalf of such Unit Owners and Coppershire as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters.

(G) Responsibility of Unit Owner

The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Unit Owner for injuries therein not caused by or connected with the Association's operation, maintenance, or use of Coppershire. Each Unit Owner shall obtain insurance coverage at his own expense upon his Unit's furnishings and personal property; and in addition, shall obtain comprehensive personal liability insurance covering liability for damage to persons or property of others located within such Unit Owner's Unit, in another Unit, or upon the Common Elements, resulting from the negligence of the insured Unit Owner, in such amounts as shall from time to time be determined by the Association.

(H) Release

The Association shall use its best efforts to provide that all policies purchased under this Article VIII, by either the Association or the individual Unit Owners, shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owners, members of their family, their employees, their tenants, servants, agents and guests, the Association, any employee of the Association, the Board, or any occupant of Coppershire, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

(I) Approximate coverage

If any of the required insurance coverage under this Article VIII becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Association shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

(J) Additional policy requirements

All such insurance coverage obtained by the Association shall be written in the name of the Association, for the use and benefit of the Association, the Unit Owners, and their mortgagees, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

- (1) Exclusive authority to adjust losses under policies in force on Coppershire obtained by the Association shall be vested in the Association provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (2) In no event shall the insurance coverage obtained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.
- (3) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.
- (4) The Association should make reasonable efforts to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation;
 - (ii) That no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;
 - (iii) That no policy may be canceled, invalidated, or suspended on account of the conduct of any Board Member, officer, employee of the Association, or its duly authorized managing agent and/or manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its managing agent and/or manager, any owner, or mortgagee; and
 - (iv) That any "other insurance" clause in any policy excludes individual Owner's policies from consideration.

(K) Other insurance requirements

If Coppershire is intended to be qualified under the requirements of FHLMC, FNMA, HUD, FHA, VA or other similar program, the insurance requirements of that program are incorporated herein by reference. If any insurance company is unsure of the coverage intended, it should ask for an interpretation from the Board. Otherwise, the broadest coverage shall be presumed, if there is an ambiguity.

ARTICLE IX

Sale, Lease, and Mortgaging of Units

(A) Right to sell, lease, or rent Units

The Unit Owner of each Unit shall have the right to sell lease, or rent such Unit and the Common Elements appurtenant thereto, providing, with respect to any lease or rental (or assignment thereof or sublease), that written notice of the fact of the lease or rental, the identity of the lessee or renter, and the term of the lease or rental is disclosed to the Board or managing agent and/or manager of Coppershire in writing prior to commencement of the term of the lease. Any tenancy or subtenancy of a Unit shall be subject and subordinate to all of the provisions of the Condominium Documents.

(B) Grantee to be liable with grantor for unpaid common charges

In any conveyance of a Unit either by voluntary instrument, operation of law, or judicial proceeding in accordance with this Master Deed or the Bylaws, the grantee of the Unit shall be jointly and severally liable with the former Unit Owner for any unpaid common charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the former Unit Owner the amounts paid by the grantee therefor. "Grantee" as used in this section shall not include either the holder of an institutional mortgage of record or a purchaser of a Unit at a foreclosure sale of an institutional mortgage.

(C) Unauthorized transfer is voidable

Any lease or rental which is not authorized by the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms hereof or of any other Condominium Document is voidable and may be voided by the Board by an instrument duly recorded in the County Clerk's Office of Jefferson County, Kentucky.

ARTICLE X**Default and Foreclosure of Mortgages or Other Liens on Units****(A) Mortgagee to notify Board of Unit Owner's default**

Upon the happening of a default under the terms of any mortgage granted by a Unit Owner which would permit the holder to declare the entire principal sum due, and upon which such holder intends to rely in accelerating the indebtedness secured by the mortgage, notice of the intention of the holder to do so shall be given to the Board.

(B) Association and Board shall be necessary parties in all mortgage or other lien foreclosures

The Association and Board shall be necessary parties in every action brought to foreclose any mortgage or other lien encumbering a Unit and shall be entitled to bid such amounts as they deem appropriate at any sale, whether the action be in their name or they be a defendant therein, and to purchase any Unit at such sale.

(C) Incorporation in instruments of encumbrance

The provisions of this Article X shall be deemed incorporated by reference in each mortgage or other lien encumbering a Unit as though fully set forth therein.

ARTICLE XI**Obligations of Unit Owners and Remedies upon Default****(A) All Unit Owners and tenants subject to the Condominium Documents which run with the land.**

All present or future Unit Owners, tenants, occupants, or any other person that might use Coppershire in any manner are subject to the terms and provisions of the Condominium Documents, as they may be amended from time to time, and the decisions of the Association acting through the Board acting, in turn, through its resolutions, its officers, and the managing agent and/or manager.

The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit shall signify that the provisions of the Condominium Documents, and the decisions of the Board, are accepted and ratified by such Unit Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease of the Unit.

(B) Remedies upon default

Failure of a Unit Owner or other person subject to the Condominium Documents to comply with the provisions of the Condominium Documents shall entitle the Association to the following remedies for such violation or breach in addition to all remedies provided by the Horizontal Property Law and by any other provisions of the Condominium Documents:

(1) The right to enter any Unit or any portion of Coppershire upon which, or as to which, such violation or breach exists which requires emergency attention or emergency repairs, and on an emergency basis to abate and remove, at the expense of the defaulting Unit Owner, any structure or thing or condition that may exist in violation of the Condominium Documents; and the Association, or its employees or agents, shall not thereby be deemed guilty of trespass.

(2) The right to enjoin, abate, or remedy by appropriate legal proceedings at law or equity, the continuance of any breach; and, pursuant to appropriate court action, the right, if any Unit Owner or any occupant of his Unit shall continue to be in violation of the aforesaid Condominium Documents and Rules and Regulations for 30 days after notice in writing from the Board, to issue to the defaulting Unit Owner a 10-day notice in writing to terminate the rights of said Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and to file a suit in equity against the defaulting Unit Owner for a mandatory injunction against the Unit Owner or occupants or, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit and ordering that the Unit shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the defaulting Unit Owner shall not be entitled to reacquire the Unit at such sale or by virtue of right of redemption.

(C) Costs and attorney fees

In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

(D) No waiver of rights

The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Horizontal Property Law or the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

(E) Rights are cumulative

All rights, remedies, and privileges granted to the Association, the Board, managing agent and/or manager, or a Unit Owner, pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder, under the other Condominium Documents, or at law or in equity.

ARTICLE XII**Future Development**

Coppershire Condominium Homes, as built, consists of 66 Units in the Buildings constructed, and may consist of additional Units contained in additional Buildings which may be constructed on the land. Declarant, its successor or assigns, reserves the right to convey out of the Condominium Regime the 1.53 acre tract designated "Future Development" on the Plans.

The additional Buildings and the Units on the "Future Development" tract together with the Common Elements appurtenant thereto may become subject to this Condominium Regime by amendment(s) to the Master Deed upon the filing of their respective floor plans. Declarant specifically reserves the right, from time to time, to further amend the Master Deed to the extent of adding additional Units and Common Elements (not to exceed 24 Units) and Limited Common Elements and, once added by amendment, the Units therein shall have the same rights, privileges, and obligations as appear herein.

In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns (however, individual Unit Owners shall not be included within the meaning of successors and assigns as used in this paragraph), to SHIFT AND REALLOCATE from time to time the percentage of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each amendment pursuant to this paragraph. Declarant further reserves the right to dedicate additional land to Lake Avenue.

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 acknowledgment of and conclusive evidence of the parties thereto to the consent of such reservation of power to Declarant as attorney in fact and shall be deemed to reserve to Declarant and its successors and assigns 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 each such recorded amendment. Further, Declarant specifically reserves unto itself, and its successors and assigns, the rights to determine the location of all future Units, Common Elements, and Limited Common Elements.

Each Unit Owner by acceptance of a deed to a Unit further acknowledges, consents, and agrees to this Master Deed and to each such amendment that is recorded, as follows:

- (1) The portion of the additional Common Elements and any additional Limited Common Elements described in each such amendment shall be governed in all respects by the provisions of this Master Deed.
- (2) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment and upon recordation thereof the amount by which such percentage appurtenant to a Unit is adjusted as set forth therein shall thereby be and be deemed to be reallocated from or to such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded amendment.
- (3) Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each amendment, be adjusted in proportion to the revised percentage

set forth in such amendment and vested among all the other owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded amendment.

(4) A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(5) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements made a part of Coppershire by a recorded amendment, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such amendments are recorded.

(6) Each Unit Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded amendment for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific Units as may be provided in any such amendment.

(7) The recording of each such amendment shall not alter the amount of the lien for expenses assessed to a Unit prior to the date of such amendment.

(8) Each Unit Owner by acceptance of the deed conveying his Unit agrees for himself and all those claiming under him, including mortgagees, that the Master Deed and each amendment is and shall be deemed to be in accordance with the Horizontal Property Law and, for purposes of the Master Deed and the Horizontal Property Law, any changes in the respective percentages of ownership in the Common Elements as set forth in each such amendment shall be deemed to be made by agreement of all Unit Owners and mortgagees.

(9) Declarant reserves the unilateral right to amend the Master Deed for the purpose of shifting and reallocating the percentages of ownership in the Common Elements in the manner provided by this Article and any applicable law. If requested by Declarant, each Unit Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article to comply with the Horizontal Property Law as it may be amended from time to time.

(10) Additional Units shall be substantially completed prior to being subjected to the regime and shall be consistent with other Units in terms of quality of construction.

(11) The provisions of the Master Deed and in deeds and mortgages of the Units and Common Elements may contain clauses intended to confirm the right to shift the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

No future board acting for and on behalf of the Association shall amend the Master Deed or adopt or amend any Bylaws which would hinder, obstruct, or jeopardize Declarant's interest in the present or future development of Coppershire.

ARTICLE XIII**Amendment to Declaration**

This Master Deed may be modified, altered, amended, or added to by Declarant pursuant to an instrument recorded by Declarant in the County Clerk's Office of Jefferson County, Kentucky, subject to and in accordance with Article XII, or, if Article XII is not applicable, by an instrument signed by each Unit Owner of record or by a vote of greater than 50% in interest in the Common Elements at any duly called meeting of Unit Owners provided that:

- (1) A notice of the meeting containing a full statement of the proposed modification, alteration, amendment, or addition has been sent to all Unit Owners as listed on the books and records of the Association and to all mortgagees of Units who have requested same; and
- (2) The Board approves the change; and
- (3) An instrument evidencing the change and signed by the President or any Vice President of the Association is duly recorded in the Jefferson County Clerk's Office. Such instrument need not contain the written consent of any Unit Owners but shall contain the verified statement and certification by the Secretary or other officer of the Association not otherwise signing the instrument that the requirements of this Article XIII have been satisfied.

ARTICLE XIV**General****(A) Severability**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(B) Waiver

No provision contained in this Master Deed 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 which may occur.

(C) Headings

The Headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

(D) Gender and number

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(E) Consent of Mortgage Holder

This section is no longer applicable and has been deleted.

IN WITNESS WHEREOF, the Coppershire Condominium Association, Inc., has caused this First Amendment and Restatement of the Master Deed to be executed, pursuant to those provisions outlined in the Master Deed by a vote of greater than 50% in interest in the Common Elements at a duly called meeting of Unit Owners, as defined in Article XIII herein, on May 20th, 2014.

COPPERSHIRE CONDOMINIUM ASSOCIATION, INC.



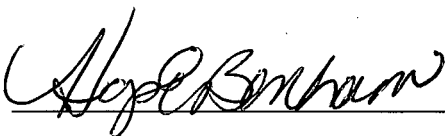
By: Jacob E. Epperson

Its: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 19th day of September, 2014, the foregoing instrument was subscribed and sworn to by Jacob E. Epperson, President of the Coppershire Condominium Association, Inc., for and on behalf of the Coppershire Condominium Association, Inc.



NOTARY PUBLIC

My Commission Expires: July 14, 2016



This document prepared by:

A handwritten signature in black ink, appearing to read "Robert W. DeWees III", written over a horizontal line.

Robert W. DeWees III, Esq.

McCLAIN DEWEES, PLLC

6008 Brownsboro Park Boulevard, Suite H

Louisville, Kentucky 40207

Tel: 502.749.2388

EXHIBIT A**Description**

Being certain tracts of land conveyed to Three B Realty Advisers, LLC recorded in Deed Book 7094, Page 347 in the Office of the County Court Clerk's Office of, Jefferson County, Kentucky and being more particularly described as follows:

Beginning at set 1/2" iron pin with identifier cap "Fatherly 2179" (hereafter called 1/2" iron pin) in the proposed southeasterly right-of-way of Lake Avenue (30' from deed line), said 1/2" iron pin also being in the northeasterly line of a tract conveyed to Gerald Landau, as recorded in Deed Book 4754, Page 158, in the aforementioned County Clerk's Office.

Thence from the point of beginning and with said proposed right-of-way of Lake Avenue: South 63°02'54" East, 38.91 feet to a set 1/2" iron pin; thence North 89°57'51" East, 111.14 feet to a set 1/2" iron pin; thence North 44°54'51" East, passing a set 1/2" iron pin at 109.34 feet, in all, 144.48 feet to a set 1/2" iron pin; thence North pin; thence North pin; thence North pin; thence North pin; thence South pin; thence North 18°30'37" East, 25°35'08" East, 41°58'23" East, 51° 27'49" East, 74°19'39" East, 34°21'20" West, 125.15 feet to a set 1/2" iron 93.83 feet to a set 1/2" iron 45.99 feet to a set 1/2" iron 32.08 feet to a set 1/2" iron 95.51 feet to a set 1/2" iron 46.70 feet to a set "PK" nail in asphalt in the existing southerly right-of-way of Lake Avenue (Variable R/W); thence with said existing right-of-way: South 77°05'29" East, 9.66 feet to a set "PK" nail in asphalt; thence North 83°15'13" East, 85.00 feet to a set 1/2" iron pin; thence North 40°50'13" East, 129.30 feet to a set 1/2" iron pin in the-westerly right-of-way of Birchwood Avenue (20' R/W). Thence with said right-of-way of Birchwood: South 46°25'47" East, 85.56 feet to a set 1/2" iron pin in the most northerly corner of a tract conveyed to Sidney D. & Patricia L. Bentley, as recorded in Deed Book 5605, Page 167 in the aforementioned County Clerk's Office. Thence leaving said Birchwood right-of-way, with the westerly line of Bentley: South 43°28'13" West, 229.93 feet to a set 1/2" iron pin; thence South 34°21'20 East, 297.42 feet to an existing 1" iron pin in the northerly line of a tract conveyed to Orville W. & Jessie M. Mallow, as recorded in Deed Book 3021, Page 460 and Deed Book 5608, Page 248 in the aforementioned County Clerk's Office. Thence with the lines of Mallow: South 54°27'49" West, 100.00 feet to an existing 1/2" iron pin with cap "ALM 2179" and South 35°22'53" East, 159.63 feet to an existing 1/2" iron pin with cap "ALM 2179" in the northerly line of a tract conveyed to Robert E. Greenwell, as recorded in Deed Book 6082, Page 42 in the aforementioned County Clerk's Office. Thence with said line of Greenwell: South 54°25'18" West, 283.65 feet to an existing 3/4" pinched pipe in the easterly right-of-way of Pryor Avenue, an unimproved 60" R/W. Thence with said line of Pryor Avenue: North 35°05'42" West, 159.84 feet to an existing 1/2" iron pin with cap "ALM 2179" at the terminus of Pryor Avenue. Thence South 54°27'49" West, 175.63 feet to an existing 1" iron pipe in the easterly corner of the aforementioned Landau tract. Thence with said east line of Landau: North 36°09'42" West, 415.37 feet to the point of beginning.

EXHIBIT B

**Coppershire Condominium Homes
Ownership Percentage**

| Building | Unit # | Square Feet | % of Ownership |
|----------|--------|-------------|----------------|
| #1 | 2 | 993.04 | 1.547 |
| | 3 | 1168.48 | 1.821 |
| | 4 | 763.82 | 1.190 |
| | 5 | 643.53 | 1.003 |
| | 6 | 1142.00 | 1.780 |
| | 7 | 1027.01 | 1.601 |
| | 8 | 1006.80 | 1.569 |
| | 9 | 1200.72 | 1.871 |
| | 28 | 774.73 | 1.208 |
| | 29 | 986.36 | 1.537 |
| | 67 | 1071.47 | <u>1.670</u> |
| | | | 16.797 |
| #2 | 10 | 1109.23 | 1.729 |
| | 11 | 1135.91 | 1.770 |
| | 12 | 834.63 | 1.301 |
| | 13 | 754.34 | 1.176 |
| | 14 | 635.66 | 0.991 |
| | 15 | 1144.78 | 1.789 |
| | 16 | 1039.97 | 1.621 |
| | 17 | 1198.18 | 1.867 |
| | 18 | 1010.84 | 1.575 |
| | 30 | 774.35 | 1.207 |
| | 31 | 974.41 | <u>1.518</u> |
| | | | 16.544 |
| #3 | 19 | 994.41 | 1.550 |
| | 20 | 991.42 | 1.545 |
| | 21 | 1169.07 | 1.822 |
| | 22 | 802.92 | 1.251 |
| | 23 | 653.64 | 1.019 |
| | 24 | 1116.48 | 1.740 |
| | 25 | 1026.65 | 1.600 |
| | 26 | 1018.59 | 1.588 |
| | 27 | 1226.45 | 1.911 |
| | 32 | 719.21 | 1.121 |
| | 33 | 968.17 | <u>1.509</u> |
| | | 16.656 | |

| Building | Unit # | Square Feet | % of Ownership |
|----------|--------|-------------|----------------|
| #4 | 56 | 714.09 | 1.112 |
| | 57 | 1007.73 | 1.571 |
| | 58 | 996.88 | 1.554 |
| | 59 | 1177.97 | 1.836 |
| | 60 | 772.28 | 1.203 |
| | 61 | 644.78 | 1.005 |
| | 62 | 1156.87 | 1.803 |
| | 63 | 1036.36 | 1.615 |
| | 64 | 1007.95 | 1.571 |
| | 65 | 1231.27 | 1.919 |
| | 66 | 980.20 | <u>1.528</u> |
| | | | 16.717 |
| #5 | 45 | 708.41 | 1.104 |
| | 46 | 1078.07 | 1.680 |
| | 47 | 1163.22 | 1.813 |
| | 48 | 962.14 | 1.500 |
| | 49 | 768.98 | 1.198 |
| | 50 | 641.85 | 1.000 |
| | 51 | 1127.32 | 1.757 |
| | 52 | 1024.59 | 1.597 |
| | 53 | 1200.21 | 1.871 |
| | 54 | 1011.96 | 1.577 |
| | 55 | 983.68 | <u>1.533</u> |
| | | | 16.630 |
| #6 | 34 | 658.84 | 1.027 |
| | 35 | 1018.55 | 1.587 |
| | 36 | 994.82 | 1.550 |
| | 37 | 1157.54 | 1.804 |
| | 38 | 806.35 | 1.257 |
| | 39 | 652.02 | 1.016 |
| | 40 | 1137.22 | 1.772 |
| | 41 | 1048.52 | 1.634 |
| | 42 | 1012.13 | 1.578 |
| | 43 | 1207.91 | 1.883 |
| | 44 | 993.35 | <u>1.548</u> |
| | | | 16.656 |

TOTAL OF ALL UNITS 100.000%

Document No.: 082014129114
 Lodged By: DEWEES
 Recorded On: 10/08/2014 03:13:32
 Total Fees: 85.00
 Transfer Tax: .00
 County Clerk: ROBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: ANASHD

MATHERLY LAND SURVEYING • 2056 S. PRESTON STREET • LOUISVILLE, KENTUCKY 40217 •
 (502) 635-9000 • FAX (502) 636-0430

END OF DOCUMENT