

**DECLARATION OF CONDOMINIUM PROJECT
FOR
BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS**

THIS DECLARATION OF CONDOMINIUM PROJECT FOR BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS ("Declaration and Master Deed") is made and entered into this 18th day of April, 2011, by **PINNACLE PROPERTIES OF LOUISVILLE, LLC**, a Kentucky limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of a certain tract of land located on Speckman Road, Jefferson County, Kentucky, shown on the plat attached hereto;

WHEREAS, Declarant desires to develop said land into an office condominium project by the name "BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS" (the "Condominium Project") with the overall plan of same consisting of up to 120,000 square feet of office condominium units in up to twenty office buildings with a maximum of up to 80 units total; and,

WHEREAS, Declarant desires to, and does hereby, file and simultaneously record herewith its plans for Building #802 of the Condominium Project and the units contained therein together with any and all other structures and improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, in accordance with the provisions of the Kentucky Condominium Act, found at KRS 381.9101 through .9207, as amended (the "Condominium Act"); and,

WHEREAS, Declarant desires to establish certain rights and easements in, over, and upon said real estate for the benefit of itself and all future owners of any part of said real estate and any unit or units thereof or therein contained and to provide for the harmonious, beneficial and proper use and conduct of the property; and,

WHEREAS, Declarant desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements and privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property;

NOW, THEREFORE, Declarant declares as follows:

1. Legal Description of Land and Definitions.

The real estate, which is hereby submitted and subjected to the regime established by the provisions of the Condominium Act, as amended, is legally described as follows:

BEING Tract 2, as shown on minor subdivision plat approved by the Louisville and Jefferson County Planning Commission on April 14, 2009, as Docket No. 12474, of record with a Deed dated April 16, 2009, and recorded in Deed Book 9379, page 481, in the Office of the County Court of Jefferson County, Kentucky.

BEING the same property acquired by Pinnacle Properties, Inc., a Kentucky corporation, by Deed dated April 16, 2009, recorded in Deed Book 9379, Page 481, in the Office aforesaid.

Said real estate and all improvements and easements thereon and appurtenances thereto shall be the Condominium Project and known as "BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS".

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Condominium Act, as amended: "unit", "condominium", "declaration", "common elements", "common expenses", "persons", and "limited common elements".

2. Description of Buildings; Additional Buildings; Units and Commons Area; Reallocations of Percentages of Ownership; Amendments to Declaration and Master Deed.

This Declaration and Master Deed will initially cover two (2) units in one (1) building as situated on said real estate as fully described on the site plan and set of floor plans of Building #802 filed simultaneously with the recording hereof pursuant to KRS 381.9125 and, by reference thereto, made a part of this Declaration and Master Deed. Those plans are of record in Condominium Ownership Book 129, Pages 47 and 48 in the office of the County Clerk of Jefferson County, Kentucky.

The Condominium Project shall be developed incrementally so that it may eventually consist of up to 120,000 square feet of condominium office space in up to twenty (20) buildings, with a maximum of up to 80 units total, of which the one (1) building shown on the set of floor plans filed simultaneously with the recording hereof is to be constructed first and followed by other buildings which will be created, added and subjected to this Condominium Project by addendums to this Declaration and Master Deed upon the filing of plans together with the common elements appurtenant thereto. Notwithstanding anything else said or implied in this Declaration and Master Deed, Declarant specifically reserves the right for all of the real estate described in Section 1 hereof, from time to time, until all of the buildings and all of the square footage are completed, but not later than January 1, 2035, to amend this Declaration and Master Deed to the extent of adding additional buildings, units and common area, and, once added by addendum described below, shall have the same rights and privileges as provided herein.

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, to amend this Declaration and Master Deed and 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 addendum pursuant to this section of this Declaration and Master Deed. 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, acknowledgment and conclusive evidence of the parties thereto to the consent of such reservation of power to the Declarant, its successors or assigns, 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 as set forth in each such recorded addendum.

Further, Declarant specifically reserves unto itself and its successors and assigns the right to determine the location of all future units and buildings on areas shown on the plat filed herewith as reserved for future development for additional buildings, which areas shall have free rights of ingress and egress on and over the vehicular use, parking and access areas earlier platted and constructed.

An irrevocable power of attorney coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns pursuant to KRS 381.9143(4) to amend this Declaration and Master Deed to withdraw Phase 2 as delineated and set forth on condominium plat recorded with this Declaration and Master Deed from the real estate submitted and subjected to the Condominium Project. Upon withdrawal of Phase 2 from the Condominium Project, the common elements of the Condominium Project shall be immediately revised to remove those common elements included in Phase 2 of the Condominium Project.

Individual unit owners shall not be included within the meaning of "successors and assigns" as used in the foregoing paragraphs of this section of this Declaration and Master Deed.

Each owner of a unit, by acceptance of a deed thereto, further acknowledges, consents, and agrees to each such amendment that is recorded as follows:

(a) The portion of the additional common area described in each such amended declaration and master deed shall be governed in all respects by the provisions of this Declaration and Master Deed.

(b) 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 amended declaration and master deed, and, upon the recording of each such amended declaration and master deed, the amount by which such percentage of ownership in the common elements appurtenant to the unit is reduced, as set forth in each such recorded amended declaration and master deed, shall thereby be and be deemed to be released and divested from such unit and reconveyed and reallocated among the unit owners as set forth in each such recorded amended declaration and master deed.

(c) Each deed, mortgage or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in common elements appurtenant to each unit shall, upon the recording of each amended declaration and master deed, be divested to the reduced percentage set forth in such amended declaration and master deed and vested among the other owners, mortgagees and others owning an interest in any other unit in accordance with the terms and percentages of each such recorded amended declaration and master deed.

(d) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements annexed hereto by a recorded amended declaration and master deed, 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 amended declarations and master deeds are recorded.

(e) Each 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 amended declaration and master deed for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easement granted to the owner of specific units as may be provided in any such amended declaration and master deed.

(f) The recording of each such amended declaration and master deed shall not alter the amount of the lien for expenses assessed to a unit prior to such recording.

(g) Each owner, by acceptance of a deed to a unit, agrees for himself and all those claiming thereunder, including mortgagees, that this Declaration and Master Deed and each amended declaration and master deed is and shall be deemed to be in accordance with the Condominium Act, and any changes in the respective percentages of ownership in the common elements as set forth in each such amended declaration and master deed shall be deemed to be made by agreement of all unit owners.

(h) Declarant reserves the right to amend this Declaration and Master Deed in such manner, and each owner agrees to execute and deliver such documents, if necessary, or desirable to cause the provisions of this section of this Declaration and Master Deed to comply with the Condominium Act as such law may be amended from time to time.

(i) Each owner, by acceptance of a deed to a unit, consents and agrees for himself/herself and all those claiming thereunder, including mortgagees, to the right of the Declarant to withdraw Phase 2 from the property subject to the Condominium Project as set forth

in this Section 2 and in accordance with the Condominium Act and waives any and all right to object to the withdrawal of Phase 2 from the Condominium Project.

3. Identification and Ownership of Units; Responsibilities of Unit Owners.

(a) For purposes of identification, each unit has been assigned a number as indicated on Exhibit A attached hereto and made a part hereof. No unit bears the same identification number as any other unit.

(b) The location, dimensions and limited common area to which each unit has access are set forth in and on the aforementioned floor plans. The legal description of each unit shall consist of its number as indicated on Exhibit A together with the words Condominium Unit, in "BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS". Each unit shall be as shown on the set of floor plans filed of record simultaneously herewith or with any amendment hereto and shall include the exclusive right to use the limited common elements immediately adjacent to said unit.

(c) After construction, no unit may, by deed, plat, court decree or otherwise, be subdivided or partitioned or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the floor plans, except in the manner provided for in the Condominium Act and upon approval by the Declarant.

(d) Each unit owner shall obtain fee simple ownership of the unit acquired, the appurtenant undivided interest in the common elements of the Condominium Project, 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, partnership, joint with right of survivorship, tenancy in common, tenancy by the entirety, 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.

(e) The owner of each unit 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 Declaration and 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.

(f) It shall be the responsibility of each unit owner with respect to the unit owned by such unit owner:

(i) 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, papering, plastering, or varnishing which may be necessary to maintain the good appearance and condition of the unit. Where the limited common elements, hereinafter defined, appurtenant to a particular unit include a stairway, a porch or balcony or patio, the unit owner(s), who has or have the right to exclusive use of said stairway or porch or balcony or patio, shall be responsible for the maintenance, preservation, and care of the said stairway or porch or balcony or patio, the entrance doors thereto, and the replacement of any light bulbs, wiring, electrical outlets, or any other fixtures thereon. 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 of Directors of the Association.

(ii) 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 benefiting the unit to the exclusion of any other unit, including, but not limited to, any plumbing fixtures, water heaters, furnaces, air conditioning equipment, interior lighting fixtures, appliances, sinks, doors, windows, drop ceilings, telephones, or any electric, gas, or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.

(iii) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(iv) 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, hereinafter defined.

(v) 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) A unit owner shall be liable for the entire expense of any maintenance, repair, or replacement of any part of the Condominium Project, 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 employee, family member, guest, agent, or lessee of such unit owner. If any unit owner fails to undertake any such maintenance, repair, or replacement within 10 days after the Board of Directors of the

Association 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 of this Declaration and Master Deed, the Board of Directors of the Association 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 Declaration and Master Deed for nonpayment by a unit owner of common charges and assessments.

(h) 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 other than the Declarant without the prior written consent of the Board of Directors of the Association. No application shall be filed by any unit owner other than Declarant 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 of Directors of the Association. Such approval and execution shall not evidence any consent to any liability on the part of the Board of Directors of the Association, or any individual member of the Board of Directors, 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 manager or the managing agent, if any, or through the president or secretary of the Board of Directors of the Association if no manager or management agent is employed. The Board of Directors of the Association shall have the obligation to answer within 30 days. The Board of Directors of the Association may require that the unit owner making such improvement,

alteration, or addition obtain such insurance coverage and in such amounts as the Board of Directors of the Association deems proper.

4. Description of Common Elements.

The common elements shall consist of that property as set forth on the set of floor plans of the buildings filed simultaneously with the recording of this Declaration and Master Deed or as may be filed with the recording of any amended declaration and master deed, excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include, but not be limited to, the land as set forth in the plat filed herewith and designated as common area; the foundation; structural columns; exterior walls; floors; roof trusses (or first floor ceiling trusses in the event of a separate first floor unit); roofs of the buildings (other than interior decorated surfaces thereof located within the boundaries of individual units); structural parts of the buildings; outside lighting; outside retaining walls; pipes, ducts, conduits and electrical wiring constituting part of the overall systems designed for the general service of an entire building; parking areas; sidewalks; landscaping; garbage and refuse areas; and public utility lines.

Common elements shall include tangible personal property used for the maintenance and operation of the Condominium Project even though owned by the Association hereinafter described. As the amendments are made pursuant herein, common elements shall consist of additional land designated as common areas as set forth on any amended plan recorded together with any said amendment thereto. All areas designated as common elements are to be maintained by the Association.

5. Definition and Description of Limited Common Elements.

"Limited common elements" means and includes those set forth in the Condominium Act as modified by this Declaration and Master Deed being those common elements that are specifically reserved for the use of a certain unit or a specifically designated number of units to the exclusion of the unit owners or occupants of other units as shown on the set of floor plans of the buildings filed simultaneously with the recording of this Declaration and Master Deed or as may be filed with the recording of an amended declaration and master deed. The limited common elements of the Condominium Project may include basements not specifically included in a unit as well as storage areas that may be designated as being intended for the exclusive use of a unit or units pursuant to the floor plans aforesaid. Limited common elements also means and includes such limited common elements that are agreed upon by the Association, by the Board of Directors of the Association or by the Declarant to be reserved for the use of a particular unit as well as any other limited common elements elsewhere designated in this Declaration and Master Deed. All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefited thereby, except that which is covered under Common Expenses.

6. Percentage Interest in Common Elements.

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as set forth in Exhibit A attached hereto and made a part hereof, which is calculated by dividing the floor area of a unit by the sum of the floor areas for all units.

(b) Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all the other unit owners, and, except as otherwise limited by this Declaration and Master Deed, shall have the

right to use and occupy the common elements for all purposes incident to the use and occupancy of a unit as an office and for such other incidental uses permitted by this Declaration and Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to elements, no unit owner shall use any common element in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) The term "unit" as used herein and throughout this Declaration and Master Deed shall mean a "unit" as defined herein and in KRS 381.9105 and described in KRS 381.9127, together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership, except as provided by the Condominium Act.

7. Common Expenses and Collection of Assessments.

(a) "Common expenses" of the Condominium Project means all charges, costs and expenses incurred by the Association, the Board of Directors of the Association, and/or the managing agent for and in connection with the operation and administration of the Condominium Project. Common expenses include, but are not necessarily limited to, those expenses for maintenance of the buildings (except to the extent of the units comprising a part of same), including the roofs and attics and all portions of a unit which constitute a part of the exterior of a building, as well as the repair of utility services, the provision of water service, insurance premiums, garbage removal, painting of the common elements, including the exterior of all

surfaces, windows and doors, care and replacement of exterior lighting fixtures, asphalt and concrete repair and replacement, costs of Condominium Project materials, supplies, equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

(b) The making and collection of assessments against unit owners for common expenses of the Condominium Project, as defined above, shall be pursuant to the bylaws of the Association and subject to the following provisions:

(i) 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. No unit shall be exempt from contribution 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; provided, however, the Board of Directors of the Association may, but is not required to, abate or reduce a unit owner's contribution for a reasonable period of time during which the unit owned by such unit owner is uninhabitable as the result of damage or destruction.

(ii) Assessments and installments on such assessments paid on or before 10 days after the day when due shall not bear interest, but all sums not paid on or before 10 days after the date when due, including any sums due as a result of acceleration of unpaid assessments as may be provided in the bylaws, shall bear interest from the date when due until

paid at the rate of interest per annum provided in the bylaws. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(iii) Except as provided in paragraph (v) of this section of this Declaration and 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 the Condominium Project 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 paragraph of this section of the Declaration and Master Deed shall be deemed to be incorporated by reference in and reserved by each deed or the 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 common expense.

(iv) A unit owner shall not be liable for any common expenses accruing after the sale of his unit and the recording of a deed to the purchaser. The purchaser of a unit subject to any lien arising under this Declaration and 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 of directors 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 as set forth above, 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.

(v) Where the mortgagee of a first mortgage of record or the purchaser 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 assessment 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 the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be 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 mortgagee 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.

(vi) 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.

Anything to the contrary contained in this Declaration and Master Deed or in the bylaws of the Association notwithstanding, until the Declarant transfers control and management to the Association, the Declarant shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses, or reserve or contingency accounts or other assessments, and the units owned by the Declarant, prior to the Declarant transferring control to the Association, shall not be subject to any lien therefor; and Declarant shall not have any liabilities of a unit owner. The Declarant shall, however, until the Declarant transfers control to the Association, be responsible for the maintenance costs of the Condominium Project incurred over and above assessments or amounts paid by unit owners for common expenses and other appropriate charges.

8. Administration of the Condominium Project.

(a) Administration of the project, including the use, maintenance, repair, replacement and restoration of the common elements and any additions and alterations to them, shall be in accordance with the provisions of the Condominium Act, this Declaration and Master Deed, the bylaws of the Association and all rules and regulations adopted by the Board of Directors of the Association.

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 elsewhere in this Declaration and Master Deed or in the bylaws.

Notwithstanding the duty of the Association to manage, operate, maintain, and repair the Condominium Project, subject to and in accordance with the provisions of this Declaration and Master Deed and bylaws, 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 the Condominium Project 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, hail, and condensation on or expansion or contraction of materials due to weather.

(b) Martin House Lane Agreement.

Per prior agreement between Declarant, adjoining and prior property owners, the Association shall pay the cost of maintaining the Martin House Lane medians and landscape islands, which includes mowing, trimming, irrigation and landscape maintenance, and the Association shall maintain the area between Martin House Lane and the Condominium Project in a satisfactory manner, ultimately determined by the Metro Department of Planning Design Services ("DPDS"), as final arbiter of the landscaping plan for the installation and maintenance of same, should a disagreement arise between the parties to the prior agreement. The Association has the right to seek payment of one-half of the cost of the maintenance set forth in this Section from DPD, LLC, a Kentucky Limited Liability Company, and Don and Peggy Duane, individually, pursuant to the separate agreement.

9. Use and Occupancy of Units and Common Areas.

All buildings and the units therein are intended for and restricted exclusively for office purposes as approved by the Declarant or the Board of Directors of the Association, and the use and occupancy thereof shall be no greater than the present permitted usage under the existing zoning classifications. In addition, the following restrictions shall apply:

(a) No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Condominium Project including in the windows of units, except at such location and in such form as shall be determined by the Declarant and/or the Board of Directors of the Association in its sole discretion. The Board of Directors shall also have the authority to restrict all sales and marketing efforts to one or more sales agents who are selected by the Board of Directors to the exclusion of all others. To the extent that the Board of Directors selects an exclusive sales and marketing agent(s), any other sales and marketing agents acting on behalf of any unit owner shall not be permitted to conduct any business or advertise, in any manner, its sales and marketing efforts in the Condominium Project.

(b) There shall be no obstruction of the common elements and nothing shall be stored in the common elements without the prior consent of the Declarant and/or the Board of Directors except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit, windows and doors in good, clean order and repair.

(c) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof applicable for office and commercial use without the prior written consent of the Declarant and/or the Board of Directors of the Association. No unit owner shall permit anything to be done or kept in his or her unit or in common elements or limited common elements which will result in the

cancellation of insurance on the building or contents thereof or which would be in violation of any law. No waste shall be committed in the common elements or limited common elements.

(d) Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of the windows or placed on the outside walls of the building, and, except for the name of the unit owner's business which shall be permitted, to the extent allowed by law, to be placed on the front exterior of the unit owner's unit in such location and of such size and design as approved by the Declarant, its success or assigns, or Board of Directors of the Association as the case may be, no sign or signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, or roof of any part thereof, without the prior written consent of the Declarant and/or Board of Directors of the Association. Interior window coverings shall have a white background so only a white surface (and no other color) will be visible from the outside.

(e) No animal or animals of whatever nature shall be raised, bred or kept in any unit or on any part of the property.

(f) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants or constitute waste at common law.

(g) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(h) No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Developer and/or the Board of Directors of the Association.

(j) No trailer, boat, motorcycle, or any recreational vehicle shall be kept or parked on the premises at any time except with the express consent of the Declarant and/or Board of Directors of the Association.

(k) No smoking shall be allowed in front of any building or in a location determined objectionable by the Declarant and/or the Board of Directors of the Association.

(l) Other rules and regulations may be made by the Declarant and/or the Board of Directors of the Association as to the usage of the units.

10. Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision herein contained or contained in the Condominium Act shall give the Board of Directors of the Association the right, in addition to any other rights provided for in this Declaration and Master Deed: (a) to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal

proceedings, either at law or in equity, the continuance of any breach. Should the Association prevail in said legal proceeding, the unit owner in breach shall be liable to the Association for the expenses it incurs to enjoin, abate or remedy said breach including, without limitation, reasonable attorney fees and costs.

Furthermore, if any unit owner (either by his or her own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration and Master Deed or the bylaws of the Association or regulations adopted by the Association and such violation shall continue for 30 days after notice in writing from the Board of Directors of the Association or shall reoccur more than once thereafter, then the Association shall have the power to issue to the defaulting unit owner a 10 day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his or her unit; and thereupon an action in equity may be filed by the Association against the defaulting unit owner for a decree of 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 on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be

paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and Master Deed and to the bylaws of the Association.

As an additional means of enforcement of the provisions of this Declaration and Master Deed and the bylaws and regulations of the Association, the Association may issue a fine of up to \$50 per day of violation (each day of a continuing violation being considered a separate violation) for any violation thereof. In order to levy any fine under this provision, the Association must provide five (5) days written notice to the offending Unit owner. If the violation is not remedied or discontinued within the 5-day period following issuance of the notice, then fines may be levied from the issuance of the notice forward until the violation is remedied or discontinued. Any fines levied hereunder shall constitute a lien against the offending unit, collectible as "common expenses" under Paragraph 7 above.

11. Damage or Destruction.

The Association, acting by and through its Board of Directors, shall acquire full replacement value insurance protection for the Condominium Project, including but not exclusively, casualty, liability and employee workmen's compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, enforceable under lien rights, provided that, should the amount of any insurance premium be

affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use.

In case of fire or other destruction or damage and the Condominium Project's insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost (or added cost) shall be paid by the co-owners as a common expense, and the Association by a majority vote will be authorized to borrow funds therefor and to amortize the repayment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

In the event of fire or damage, reconstruction and repairs of the buildings shall be mandatory regardless of the nature and extent of the damage. Reconstruction and repairs shall be made to follow and conform as closely as possible to the original basic architectural design of the Condominium Project, and any mortgage existing prior to damage to the property shall attach and be continuing as a lien on the reconstructed property. All insurance proceeds resulting from said damage or destruction payable to unit owners and first mortgagees (as their interests may appear) shall be deemed assigned to the Board of Directors of the Association (representing the Association), which shall immediately deposit all proceeds in a trust account with a federally insured bank or thrift institution selected by the Board of Directors of the Association. Said trust account shall be entitled "BLANKENBAKER CENTRE OFFICE PARK CONDOMINIUMS, Trust Account for Repairs and Reconstruction". The Board of Directors of the Association, with qualified supervision, shall oversee all repairs and all reconstruction.

12. Easements and Encroachments.

(a) Easements are hereby declared and granted by each unit owner in favor of each other unit owner and reserved by Declarant for all utility purposes as they exist on the date of the recording of this Declaration and 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 unit(s) 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 (subject to the rights of applicable unit owners in parking spaces which are limited common elements), 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 Declaration and Master Deed are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon the Declarant, unit owners, and any other person having any interest in the Condominium Project, 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 Declaration and Master Deed, and reference to this Declaration and 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) The Association may grant further easements for utility purposes for the benefit of the Condominium Project, including, without limitation, 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 the Condominium Project, and each unit owner hereby grants the Declarant, its successors and assigns, or, after control of the Condominium Project is transferred to the Association, the Association (acting through its president) an irrevocable power of attorney coupled with an interest 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 of this Declaration and Master Deed shall survive any disability or death of the unit owner and shall be binding on each successive unit owner.

(c) The Association shall have a right of access to each unit upon reasonable prior notice and at reasonable hours: (i) to inspect the same for compliance with the provisions of the condominium documents; (ii) 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 board of directors) including any pipes, wires, ducts, cables, conduits, and public utility lines located in or adjacent to any unit; (iii) to prevent damage to the common elements or any other unit; (iv) to abate any violation of law, order, rules, or regulations of any governmental authority having jurisdiction thereof; and (v) to abate any violation of any provision of any of the condominium documents. 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 reserves unto itself, its successors and assigns 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 which are not limited common elements. Any damage to the common elements resulting from this easement shall be repaired by Declarant promptly after the same occurs.

(e) Declarant reserves unto itself, its successors and assigns 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 of this Declaration and Master Deed promptly after Declarant is notified that such damage has occurred.

(f) 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 (i) the original or future construction or settling or shifting of any part of a building, or (ii) any repair or restoration

undertaken by the Board of Directors of the Association, or (iii) 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 of this Declaration and Master Deed shall exist so long as the building in which the encroachment exists (or any replacement thereof permitted under any condominium document) shall stand.

(g) The Board of Directors of the Association 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 the Condominium Project, including, without limitation, additional easements for ingress and egress to and from and over the land.

13. Bylaws; Initial Authority Vested Exclusively in Declarant or its Assigns.

The bylaws for Association shall be adopted and exercised initially, as set forth therein, by the Declarant, its successors or assigns in order for the Declarant, its successors or assigns to be able to develop same into the Condominium Project described and to assure the placing of the Association on a sound basis for the protection of all owners in this Condominium Project.

Each unit owner's ownership and use of the unit(s) owned by such unit owner may also be subject to certain rules and regulations promulgated initially by the Declarant, its successors or assigns and ultimately by the Board of Directors of the Association from time to time, which rules and regulations shall be applicable to all unit owners including Declarant, its successors and assigns. A copy of the rules and regulations, including any amendments thereto, shall be furnished initially by the Declarant or its successors or assigns and ultimately by the Board of Directors of the Association to all unit owners and residents of the Condominium Project upon request.

Subsequent to adoption of the bylaws, the administration of this Condominium Project shall be governed by the bylaws of the Association, and they may be amended from time to time by amendment procedure set forth therein. The preceding sentence, the above paragraph of this section and anything to the contrary notwithstanding, the administration and control of the Condominium Project and the property, including but not limited to the adoption and amendment of the bylaws, adoption of Condominium Project rules, assessment of common expenses and all other rights relating to the governing, managing and administration of this Condominium Project and the property and all rights and powers which would otherwise be vested in the Association or Board of Directors of the Association shall be all vested in the Declarant or its successors or assigns until 60 days after 75% of the units have been sold, transferred and recorded, or 7 years after the date of the filing of this Declaration and Master Deed, whichever first occurs. Until that time, the Declarant or its successors or assigns shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Declarant, its successors or assigns, upon acceptance of a deed to a unit, and all unit owners agree to such administration by the Declarant or its successors or assigns in accepting unit conveyances. Notwithstanding the foregoing or anything in the bylaws to the contrary, Declarant or its successors or assigns, in their sole discretion, may elect to transfer all or less than all rights and powers which would otherwise be vested in the Association or Board of Directors of the Association, but for this section of this Declaration and Master Deed, to said Association or Board of Directors of the Association at an earlier date.

14. Grantees.

Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and

the jurisdiction, rights and powers created or reserved by this Declaration and Master Deed and the provisions of the Condominium Act, as amended from time to time, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed 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 said land and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration and Master Deed were recited and stipulated at length in each and every deed of conveyance.

15. Assignment.

Declarant shall have the right to assign any or all of its interest and any right, power, duty, privilege and benefit reserved unto it by this Declaration and Master Deed and in the Bylaws with respect to the Condominium Project, including, without limitation, the special power of attorney granted to Declarant pursuant to the authority of this Declaration and Master Deed, to a third party or parties and any such third party or parties shall have and hold such interest with the same power and authority as same are/were held by Declarant.

16. Incorporation.

Declarant has or will cause the formation of a Kentucky non-stock, not-for-profit corporation known as "Blankenbaker Centre Office Park Condominiums Unit Owners Association, Inc.", to act as the Unit Owners Association defined in KRS § 381.9105 and governing body for all unit owners in the administration and operation of the property. Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his or her unit, at which time the new unit owner or owners shall automatically become a member of the corporation.

17. Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

18. Notices.

Notices required or permitted to be given to the Association, the Board of Directors of the Association or any unit owner may be delivered, respectively, to any officer of the Association, member of the Board of Directors of the Association or such unit owner at his or her unit or as set forth in the bylaws.

19. Amendments.

(a) In addition to the authority of Declarant under section 2 of this Declaration and Master Deed, if, during the construction period or before Declarant, its successors or assigns relinquishes control of this Condominium Project as set forth in section 13 of this Declaration and Master Deed, it is found that an error exists on the part of the draftsman of this instrument or on the part of the surveyor or engineer, an amendment setting forth the error and correction may be filed by the Declarant, its successors or assigns without the consent of any other party thereto, and shall become a part of this Declaration and Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) To the extent authority for amendment to this Declaration and Master Deed does not exist under other applicable provisions of this Declaration and Master Deed and after Declarant, its successors or assigns relinquishes control of this Condominium Project as set forth in Section 13, the provisions of this Declaration and Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification

signed and acknowledged by the owners of units who, in the aggregate, own 67% or more of the common elements of the Condominium Project and by the first mortgagees of same, if any, having bona fide liens of record against said units. The bylaws, unless otherwise provided, shall be amended, changed or modified only in accordance with the procedures governing amendments as set forth in the bylaws.

(c) Any amendment, change or modification to this Declaration and Master Deed shall conform to the provisions of the Condominium Act and shall be effective upon recordation thereof. Bylaws and any amendments thereto need not be recorded.

20. Severability.

The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and Master Deed, and all of the terms hereof are hereby declared to be severable.

21. Captions.

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

22. Construction.

The provisions of this Declaration and Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of an office Condominium Project.

23. Mortgagee of Declarant.

Any mortgagee of Declarant which acquires title by foreclosure or by deed in lieu thereof shall enjoy all the rights of the Declarant hereunder and under the bylaws of the Association.

IN WITNESS WHEREOF, said Declarant has caused this Declaration and Master Deed to be signed by said Declarant the date first shown above.

PINNACLE PROPERTIES OF LOUISVILLE, LLC
A Kentucky limited liability company

John J. Miranda
By: *J. Miranda*
Title: member

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 18th day of April, 2011, John Miranda, ~~President~~ ^{MEMBER} of Pinnacle Properties of Louisville, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Pinnacle Properties of Louisville, LLC., a Kentucky limited liability company.

My Commission expires: 1-11-2013

Mary Ellen Gant
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

[Signature]
BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

EXHIBIT A
BLANKENBAKER CENTRE OFFICE CONDOMINIUMS

<u>BLDG</u>	<u>UNIT</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE</u>
802 Lilly Creek Rd.	UNIT 101	2656	50.00%
802 Lilly Creek Rd.	UNIT 201	2656	50.00%
	TOTALS	5312	100.00%

Document No.: DN2011047712
 Lodged By: BARDENWERPER
 Recorded On: 04/18/2011 12:35:49
 Total Fees: 106.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
 Deputy Clerk: AMASHO

Recorded In Condo Book
 No. 129 Page 47-48
 Part No. 2827

END OF DOCUMENT