

I hereby certify that this is a true and exact copy of the original. Anthony A. White, Atty at Law

13

**SUPPLEMENTARY DECLARATION  
FOR MASTER DEED OF CONDOMINIUM PROPERTY REGIME  
OF  
CREEKWOOD CONDOMINIUMS  
(Annexing Lots 4 and 5)**

DB 08224 PG 0980

C&L Builders, Inc., a Kentucky corporation ("Developer"), pursuant to Resolution of its Board of Directors; and pursuant to the Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums, as from time to time amended and/or supplemented, of record in Deed Book 7885 Page 922, and all amendments thereto, including that amendment of record in Deed Book 7928 Page 48, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky; and pursuant to the provisions of the Horizontal Property Law of the Commonwealth of Kentucky, KRS 381.805 to KRS 381.910, hereby declares:

1. Tract 3 as identified in the Master Deed is hereby amended to be Lot 3-A, Lot 3-B, and Lot 3-C in accordance with minor plat docket #215-02 approved on November 15<sup>th</sup>, 2002 by the Louisville / Jefferson County Planning Commission and attached hereto as Exhibit A. The purpose of defining the Lots as set forth on the attached plat is for financing purposes only and it is intended that the lots shall be consolidated into the original Tract 3 upon completion.

As recorded  
in DB 822-f  
Pg. 969 or  
8/25/03.

2. Except as set forth in Section 4 below, that the real estate described in Exhibit A-1 attached hereto and incorporated herein by reference is hereby annexed to and made subject to the Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums, of record in Deed Book 7885, Page 922 ("Master Deed"), in the Office of the Clerk of the County Court of Jefferson County, Kentucky, as from time to time amended and/or supplemented.

2. That pursuant to the Master Deed - Article B "Description of Units", Developer hereby adds to the condominium regime the following described buildings and condominium units that are presently a part of Lots 4 and 5 referenced above:

- Building 46      Phase II      Units 1,2,3, & 4
- Building 47      Phase II      Units 1,2,3, & 4

3. The condominium regime is now improved with those units referred to above in Building 46 and 47, and thereby has a present total of twenty four (24) units in 6 buildings and the Developer hereby declares that the named buildings and units are hereby annexed and that said buildings and units are to be in all respects governed by the terms and provisions of the Master Deed. The legal description of the units which are set forth in the Master Deed is hereby amended by adding the following units:

Phase	Building	Unit	Area (sq.ft.)	Percent
II	46	1	1124	4.112%
II	46	2	1124	4.112%

II	46	3	1140	4.171%
II	46	4	1134	4.149%
II	47	1	1134	4.149%
II	47	2	1134	4.141%
II	47	3	1137	4.160%
II	47	4	1148	4.200%

Said new unit's location, approximate area, number of rooms, structural changes and common elements to which the new unit has access to be described and shown on a set of plans which are recorded simultaneously herewith. Said plans are incorporated herein by reference.

3. Developer hereby amends the schedule of ownership interest in the common elements appurtenant to each unit to read as follows: SEE "**EXHIBIT B**" ATTACHED HERETO AND MADE A PART HEREOF. The Developer to the extent necessary exercises all powers reserved by it in accordance with Article C of the Master Deed and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share of the aggregated common elements as shown on the **Exhibit B**.

4. The Developer hereby reserves from Lots 4 and 5 those areas which do not have completed buildings on them as of the date of filing of this Supplemental Declaration. It is hereby declared that the Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums and this Supplemental Declaration covers only Buildings 43, 26, 27, and 28 and Buildings 46 and 47. Developer may add additional buildings to Lots 4 and 5 as part of the project at a later date, however, until such time as said buildings have been completed those areas of Lots 4 and 5 (inclusive of defined common elements) that remain undeveloped shall be exempt from the Master Deed as amended from time to time.

5. It is hereby declared that the Master Deed and this Supplementary Declaration covers Buildings 43, 26, 27, and 28 and Buildings 46 and 47 of an intended incremental development as shown on the Reserved Space in Apartment Ownership Book 97, Pages 24 through 25, File # 11666 (with Section One consisting of 28 total buildings, with the uncompleted balance of Section One and that land area reserved for an additional proposed 100 Unit Section Two indicated as "Reserved"). See the Master Deed and elsewhere in this instrument for further details. However, no real estate whether annexed into the regime, reserved or otherwise shall be a part of the condominium project or encumbered by the restrictions of the Master Deed as from time to time amended and/or supplemented, unless the buildings (and condominium units) have been specifically annexed to, made subject to and/or brought under the Condominium Regime. The condominium scheme should not and cannot be implied to include real estate that has not been specifically annexed to, made subject to and/or brought under the Condominium Regime, even if the non-condominium real estate is a part of the same tracts from which the condominium real estate came.

6. That the Common Elements (areas) (both general and limited) are as defined in the Master Deed. Except as otherwise reserved herein, the real estate described in Exhibit A-

1, is also part of the Common Elements.

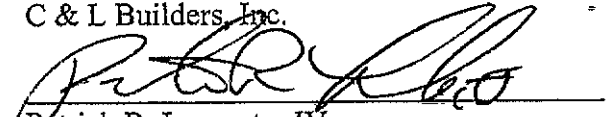
6. Developer further amends the Master Deed for purposes of clarification by amending **Article B** of the Master Deed to read as follows: "Initially the Regime shall consist of "Section One" comprising no more than One Hundred twelve (112) separate Condominium Units consisting of a separate fee simple estate in each said unit with the owner's of each Unit having a common right to share with the other co-owners in the Common Elements of the Regime in accordance with each "Unit's percentage of common interest, representing the total square footage of each Unit of the Regime. Initially the Regime shall consist of i) Building number 43, Units numbered 1,2,3, and 4; ii) Building number 26, Units numbered 1,2,3, and 4; iii) Building number 27, Units numbered 1,2,3, and 4; and iv) Building number 28, Units numbered 1,2,3, and 4 and the Common Area, all of which are more particularly described in Exhibits attached to the Master Deed and incorporated therein. Additional Property (including a Section Two - consisting of approximately 100 additional units) may be brought into the Project/Regime for purposes of the intended Project. Section One of the Project will consist of no more than 112 units in 28 buildings with those buildings that remain incomplete to be shown "as proposed" - or "reserved". Developer reserves the exclusive right to amend this instrument and said plans for the purpose of showing completed Units "as built" without necessity of any Unit owner or other interest holder joining in the amendments....(the balance of Article B - consisting of paragraphs 2 and 3 thereof - shall remain unchanged except as hereinafter follows)". **Add the following paragraph at the end of Article B -** "There is hereby reserved unto Developer an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the condominium units in the Regime in accordance with the provisions of this Master Deed and to execute, acknowledge, and deliver such further instruments and amendments as may from time to time be required in order to accomplish the purposes of this article. Each owner and each mortgagee of a condominium unit shall be deemed to have acquiesced in the amendment to this declaration and in amendments to the Regime in the manner set forth in this article B, and shall be deemed to have granted unto the said Developer an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments; and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Developer, its successors, and assigns, to properly accomplish such amendments. The Developer hereof expressly reserves the right to expand this Regime pursuant thereto. The consent of unit owners of the project shall not be required for such expansion and the Developer may proceed with such expansion at its sole cost.

7. Except as set forth herein, the Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums shall remain in full force and effect.

8. Developer hereby verifies true all of the information contained in this amendment.

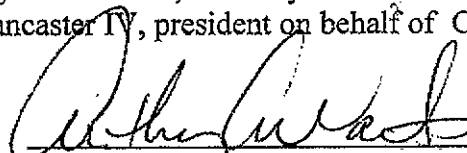
IN TESTIMONY WHEREOF, witness the signature of Patrick R. Lancaster IV, President of C&L Builders, Inc., this 25<sup>th</sup> day of August, 2003.

C & L Builders, Inc.


  
Patrick R. Lancaster IV  
Title: President

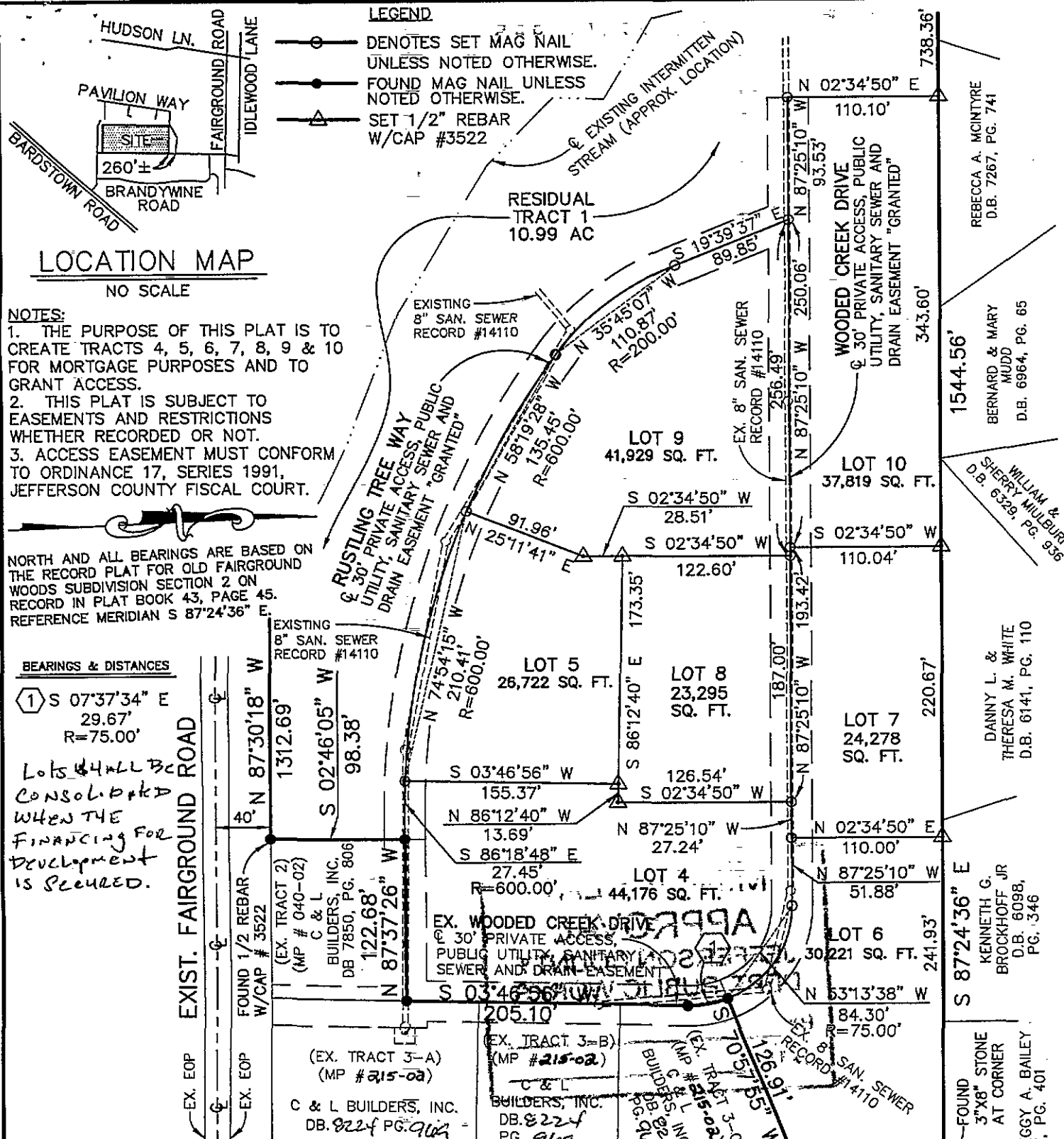
STATE OF KENTUCKY    )  
  )  
COUNTY OF JEFFERSON    )

Subscribed, sworn to and acknowledged before me, a Notary Public in and for the state and county aforesaid, by Patrick R. Lancaster IV, president on behalf of C&L Builders, Inc. this 25<sup>th</sup> day of August, 2003.

  
Notary Public - Kentucky State at Large  
My commission expires: Aug 13, 2007

THIS INSTRUMENT PREPARED BY:

  
Anthony A. Waits  
Attorney at Law  
150 South Third Street  
Louisville, Kentucky 40202  
(502) 228-5707



**LOCATION MAP**  
NO SCALE

- NOTES:**
1. THE PURPOSE OF THIS PLAT IS TO CREATE TRACTS 4, 5, 6, 7, 8, 9 & 10 FOR MORTGAGE PURPOSES AND TO GRANT ACCESS.
  2. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
  3. ACCESS EASEMENT MUST CONFORM TO ORDINANCE 17, SERIES 1991, JEFFERSON COUNTY FISCAL COURT.

NORTH AND ALL BEARINGS ARE BASED ON THE RECORD PLAT FOR OLD FAIRGROUND WOODS SUBDIVISION SECTION 2 ON RECORD IN PLAT BOOK 43, PAGE 45. REFERENCE MERIDIAN S 87°24'36" E.

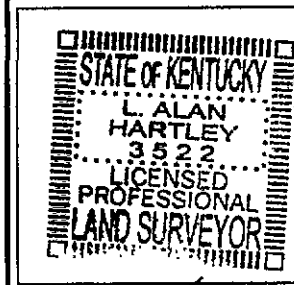
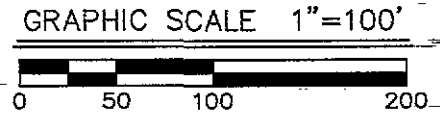
**BEARINGS & DISTANCES**  
① S 07°37'34" E  
29.67'  
R=75.00'

*Lots 4 & 10 will be consolidated when the financing for development is secured.*

**CERTIFICATE OF RESIDUAL LAND**

THE RESIDUAL LAND OF TRACT 1 HEREWITH BEING SUBDIVIDED IS IN A SINGLE PARCEL OF 10.99 ACRES AND HAS 1,313'± OF FRONTAGE ON FAIRGROUNDS ROAD WHICH IS A PUBLIC WAY & 97'± OF FRONTAGE ON WOODED CREEK DRIVE AS WELL AS & 574'± OF FRONTAGE ON RUSTLING TREE WAY BOTH ARE PRIVATE WAYS.

ROBERT L. & DEBORAH L. BARKER  
D.B. 6131, PG. 712



**Land Surveyor's Certificate**  
I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with sideshots and the unadjusted precision ratio of the traverse exceeds 1:10,000. The bearings, distances and traverse shown hereon were adjusted for closure. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

*L. Alan Hartley*  
L. ALAN HARTLEY PLS# 3522 DATE: 10-31-02  
MINDEL • SCOTT & ASSOCIATES INC.  
PLANNING • ENGINEERING • SURVEYING  
LANDSCAPE ARCHITECTURE  
P.O. BOX 7246 Louisville, Kentucky 40257-0246  
(502) 485-1508

**Certificate of Approval**

Approved this 15 day of Nov, 2002.  
Invalid if not recorded before this date: 11/15/03  
By: *Yande R. P. Baker*  
Louisville and Jefferson County Planning Commission  
Approval subject to attached Certificates.  
Special requirement(s): \_\_\_\_\_  
DOCKET NO.: 214-02

**MINOR SUBDIVISION PLAT**

OWNER: C & L BUILDERS, INC.  
A KENTUCKY CORPORATION  
DEED BOOK 7850, PAGE 806  
P.O. BOX 277  
PROSPECT, KENTUCKY 40059  
TAX BLOCK 50, LOT 31  
LOCATION: 6001 WOODED CREEK DRIVE  
LOUISVILLE, KENTUCKY 40291  
DATE: 10/30/02 SCALE: 1=100'

NR 08224 PG 0984

10-31-02

**MINOR PLAT  
 APPROVAL  
 JEFFERSON COUNTY  
 DEPT. PUBLIC WORKS**

BY: *P. Bassmeyer*  
 DATE: *10-31-02*

METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval work on this site.

*EX MSD Sewer Service Avail* \_\_\_\_\_  
 Storm Drainage Review Date

*K. Doeche* \_\_\_\_\_  
 Sanitary Sewer Review *10/31/02*  
 Date

RECEIVED  
 METROPOLITAN SEWER DISTRICT  
 10/31/02



**DEDICATION OF PUBLIC UTILITY, SANITARY SEWER  
DRAINAGE AND PRIVATE ACCESS EASEMENTS**

THIS INSTRUMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2002, by the undersigned Owners, C & L BUILDERS, INC. per Deed Book 7850, Page 806 confers the rights and obligations regarding certain real property as follows:

This is to certify that the undersigned GRANTOR is the owner of the land shown on the plat attached hereto and made a part hereof and that a perpetual easement for roadway, courts, drives, public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains are hereby dedicated and reserved on, over and under the strips of land and spaces so designated on the attached plat as "Public Utility, Sewer, Drainage and Private Access Easements", together with the right of ingress and egress over GRANTOR'S property to and from easements for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easements. The perpetual easements shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements.

Access easements, to the extent they are not occupied by a public utility, shall be maintained by the GRANTOR, his heirs, executors, administrators, assigns, or the owners of the underlying fee simple title until said easements are accepted for maintenance by the public utilities.

9-3-02  
Date

Carl R. Coe  
Owner's Signature

STATE OF KENTUCKY )  
  )SS  
COUNTY OF JEFFERSON )

The foregoing Dedication of Public Utility, Sewer, Drainage and Private Access Easements was signed and acknowledged before me by Carl R. Coe GRANTOR, this 3rd day of September 20 02.

[Signature]  
Notary Public, Kentucky State-At-Large

My Commission expires: August 16, 2004



**EASEMENT, RESTRICTION AND MAINTENANCE**  
**REQUIREMENTS FOR THREE OR MORE LOTS ON A MINOR PLAT**

THIS INSTRUMENT made and entered into on this 30th day of OCTOBER, 2002, by the undersigned Owners, C & L BUILDERS, INC., per Deed Book 7850 Page 806 confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of Tract 1 are hereby granted the easement shown on the attached plat for ingress and egress across the property designated as Tracts 1, 2, 3-A, 3-B, 3-C, 4, 5, 6, 7, 8, 9 & 10. Said easement shall be for the benefit of said owners or occupants, their guests and invitees.
2. The rights conveyed by said easement are limited to such as is customarily incidental to commercial usage of the lot.
3. All costs or expenses incidental to the maintenance, repair or rebuilding of said road so as to keep it in a good and passable condition as a private road shall be divided equally between Tracts 1, 2, 3-A, 3-B, 3-C, 4, 5, 6, 7, 8, 9, & 10.

The lot of any owner who fails to pay the assessment promptly upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

4. The owners of said lot shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners of said lots who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have a vote for each lot represented.
5. A meeting may be called at any time by these changes should be made on any owner of said lots by giving at least 21 days written notice to all other owners of said lots of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by the original first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.
6. Without limiting the generality of Paragraph 4, as such meeting decisions made may relate to any of the following matters:
  - A. The manner and extent of maintenance, repair or rebuilding desired for said road.
  - B. Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts, collecting funds, selecting a depository, signing checks, keeping records, or rebuilding should be taken on bids or otherwise.
  - C. Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
  - D. Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
  - E. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.
  - F. Any rules or regulations relating to the manner of the use of the road including but not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or unpaved portion of the right-of-way including establishment of easements for water, gas, electricity, sewers and drainage.
  - G. Whether payments determined in accordance with Paragraph 3 should be made only as needed, or on a regular periodic basis (monthly, annual, etc.) in regular amounts, at the time such payments are due, and the amount of any penalties required for delinquent payment or violation of any rules or regulations relating to the use of said road.



**EXHIBIT A-1**

The real estate is located in Jefferson County, Kentucky, and is more particularly described as follows:

**BEING LOTS 4 and 5** as shown on minor subdivision plat docket No. 214-02 approved by the Louisville and Jefferson County Planning Commission on November 15, 2002, the original of which is attached to and made a part hereof as **Exhibit A-2**.

**BEING A PART** of the same property conveyed to C & L Builders, Inc. by deed dated September 26, 2000 recorded in Deed Book 7520, Page 446, re-recorded in Deed Book 7850 Page 806 in the office of the County Court Clerk of Jefferson County, Kentucky and more particularly described as follows.

Subject to all easements and right of ways of record and to easements, reservations and right of ways reserved in the Master Deed as amended or in the deed of conveyance to a particular unit.

There is currently one (1) building # 46 on Lot 4 and one (1) building # 47 on Lot 5 and the buildings each have two (2) levels. Each building is of brick veneer construction. Each unit on the second level has a balcony. Each unit on the ground level has a patio. The total unit floor area of buildings # 46 is 4522 square feet, and the total unit floor area of the building #47 is 4551 square feet. The recorded floor plans of the project are incorporated herein by reference. Developer reserves the right to develop an additional building on Lot 4 and on Lot 5 in accordance with Articles B and C of the Master Deed as amended from time to time.

All references herein are to the Jefferson County Clerk's records at Louisville, Kentucky.

**THIS IS AN EXPANDABLE CONDOMINIUM PROJECT. SEE THE MASTER DEED AND ELSEWHERE IN THIS INSTRUMENT FOR FURTHER DETAILS. HOWEVER, NO REAL ESATE SHALL BE A PART OF THE CONDOMINIUM PROJECT OR ENCUMBERED BY THE RESTRICTIONS OF THE MASTER DEED AS FROM TIME TO TIME AMENDED AND/OR SUPPLEMENTED, UNLESS THE REAL ESTATE HAS BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONODINIUM REGIME. THE CONDOMINIUM SCHEME SHOULD NOT AND CANNOT BE IMPLIED TO INCLUDE REAL ESTATE THAT HAS NOT BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONDOMINIU REGIME, EVEN IF THE NON-CONDOMINIUM REAL ESTATE IS A PART OF THE SAME TRACTS FROM WHICH THE CONDOMINIUM REAL ESTATE CAME.**

**EXHIBIT B**

**SUPPLEMENTARY DECLARATION  
FOR MASTER DEED OF CONDOMINIUM PROPERTY REGIME  
OF  
CREEKWOOD CONDOMINIUMS**

Estimated percentage of common interest schedule  
August 25, 2003

Phase	Building	Unit	square footage/area	Estimated % of ownership
1	43	#1	1128	4.13%
1	43	#2	1129	4.13%
1	43	#3	1136	4.16%
1	43	#4	1159	4.24%
1	26	#1	1128	4.13%
1	26	#2	1128	4.13%
1	26	#3	1136	4.16%
1	26	#4	1159	4.24%
1	27	#1	1139	4.17%
1	27	#2	1135	4.15%
1	27	#3	1146	4.19%
1	27	#4	1146	4.19%
1	28	#1	1132	4.14%
1	28	#2	1139	4.17%
1	28	#3	1160	4.24%
1	28	#4	1160	4.24%
2	46	#1	1124	4.11%
2	46	#2	1124	4.11%
2	46	#3	1140	4.17%
2	46	#4	1134	4.15%
2	47	#1	1134	4.15%
2	47	#2	1132	4.14%
2	47	#3	1137	4.16%
2	47	#4	1148	4.20%
<b>Total</b>			<b>27333</b>	<b>100.00%</b>

CONSENT OF MORTGAGEE

BB&T, f/k/a Bank of Louisville and the holder of mortgage deeds to the premises recorded in the Official Records of Jefferson County, Kentucky on January 15, 2001 at Mortgage Book 5751, Page 127 and on November 1, 2001 at Mortgage Book 6306, Page 980 hereby consents to the execution and delivery of the foregoing **SUPPLEMENTARY DECLARATION FOR MASTER DEED OF CONDOMINIUM PROPERTY REGIME OF CREEKWOOD CONDOMINIUMS** (Annexing Lots 4 and 5) with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Clerk of Jefferson County, Kentucky, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

The foregoing mortgage instruments and the liens and security interests created therein shall remain in full force and effect, except as herein provided.

**IN WITNESS WHEREOF**, BB&T, by its authorized officer, has caused the execution of this Consent this 26th day of August, 2003.

**WITNESS:**

Dayla Roberts  
Printed: DAYLA ROBERTS  
H. Prince  
Printed: H. Prince

By: Sandra E. Povey  
Name: Sandra E. Povey  
Title: Vice President

STATE OF KENTUCKY     )  
  )  
COUNTY OF JEFFERSON    )

Subscribed, sworn to and acknowledged before me, a Notary Public in and for the state and county aforesaid, by SANDRA E. POVEY, VICE PRESIDENT of BB&T, on behalf of said corporation this 26th day of August, 2003.

Carol Hally  
Notary Public - Kentucky State at Large  
My commission expires: 1-3-2007

Document No.: DN2003192871  
Lodged By: WAITS  
Recorded On: 08/26/2003 10:19:38  
Total Fees: 32.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: EVMAY

END OF DOCUMENT

**Recorded in Plat Book**  
No. 97 Page 24+25  
Part No. 1 Hold