

MASTER DEED AND DECLARATION OF
HORIZONTAL PROPERTY REGIME

POPLAR MANOR CONDOMINIUMS

POPLAR MANOR DEVELOPMENT COMPANY, a Kentucky Corporation,

P. O. Box 4327, Louisville, Kentucky 40243, hereinafter referred to as the Developer, on the 25th day of August, 1980,

declares this as its plan for ownership in condominium of certain property in Louisville, Jefferson County, Kentucky, more particularly described as follows:

Tract 1: Tract #1 and Tract #2-A, as shown on Revised Plat attached to deed of record in Deed Book 4549, page 109, and recorded in Deed Book 4667, page 9, in the office of the Clerk of the County Court of Jefferson County, Kentucky;

Tract 2: BEGINNING at a point in the center line of Redwood Drive 40 feet wide (formerly Kentucky Avenue), as shown on plat of Camp Zachary Taylor, recorded in Deed Book 974, page 1, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, at the most Westerly corner of Tract 2-B shown on plat attached to deed recorded in Deed Book 4549, page 109, in the Office aforesaid, which is also the most Westerly corner of the tract conveyed to Mary Kayrous by deed recorded in Deed Book 1902, page 291, in the Office aforesaid; thence with the center line of Redwood Drive South 59 degrees 49 minutes East, passing another corner of Tract 2-B above at 116.2 feet, in all 164.8 feet to a corner common to Lots 1072 and 1074, Camp Taylor; thence continuing with the center line of Redwood Drive (formerly Kentucky Avenue) South 52 degrees 04 minutes East 1.40 feet to the corner of the tract conveyed to Jake H. Maddox, Jr. & Son, Inc., by deed recorded in Deed Book 4622, page 486, in the Office aforesaid; thence North 53 degrees East 150 feet to another corner of said last-mentioned tract; thence North 56 degrees 50 minutes West 57 feet to another corner of said last mentioned tract; thence South 50 degrees 09 minutes West 28.72 feet to the most Easterly corner of Tract 2-B aforesaid; thence North 39 degrees 51 minutes West 108.81 feet to the most Northerly corner of Tract 2-B aforesaid; thence South 50 degrees 19 minutes West 161.02 feet to the beginning; being Tract 2-B aforesaid plus the property conveyed by deed of record in Deed Book 4622, page 486, in the Office aforesaid.

BEING the same property acquired by Developer by deed dated August 8, 1980, and recorded in Deed Book 5179, Page 183, in the Office of the Clerk aforesaid.

In order to create a Condominium Project consisting of the property described above and improvements thereon (the "Project"),

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to be known as Poplar Manor Condominiums, the Developer hereby submits this property and all the Developer's fee simple interest therein to a horizontal property regime established under the Horizontal Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). In furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Declaration constitutes covenants running with the land and are binding on and for the benefit of present and future owners and lessees of any part of the Project.

A. Definitions. Certain terms as used in this Declaration shall be defined as follows:

1. "Council-of Co-owners" or "Council" means all of the unit owners acting as a group in accordance with this Declaration, any amendments thereto, the bylaws and any other governing documents.
2. "Common Elements" means and includes, as provided in KRS 381.810(7):
 - (a) The land in fee simple described hereinabove;
 - (b) The foundations, main walls, walls between Units, roofs and entrances and exits and communication ways;
 - (c) The grounds, landscaping, roadways, parking areas (excepting for carports as hereinafter described as limited common elements) and walkways;
 - (d) The compartments or installations of central services such as power, light, cold and hot water, refrigeration, reservoirs, water tanks and pumps, traffic control and the like;

(e) Basement areas contained within each building unit except for storage lockers as hereinafter designated as limited common elements.

(f) All other devices or installations existing for common use; and,
(g) All other elements of the buildings and grounds rationally of common use or necessary to its existence, upkeep and safety.

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

Entrances and exits to the unit

Hallways, stairs

Chimneys

Utility service facilities serving a unit or several units

Storage lockers

Balconies as indicated on plans recorded herewith

Attic area immediately above a unit

Carpports as designated on plans recorded herewith

Windows and window frames for each unit

Unit porches as indicated on plans recorded herewith

4. "Unit" or "Condominium Unit" means the enclosed space consisting of one or more rooms occupying one or more floors in a building (including the space between floors within a Unit), having direct access to the Common Elements, as shown on the plans of the Project recorded herewith. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating, and air conditioning equipment,

electrical facilities, hot water heater, telephone, window panes, garbage disposer, garbage compactor, and other equipment located within or connected to said Unit for the purpose of serving same shall be a part of the Unit. Provided, however, any interior load bearing wall of a Unit shall be considered a Common Element.

5. "Common Expenses" of the Project means all charges, costs and expenses incurred by the Council, the Board and/or the Managing Agent for and in connection with the operation and administration of the Project, and the common elements including (but not exclusively):

- (a) Building, equipment and grounds maintenance and repair.
- (b) Utility service costs, water and sewer service, and utility for common areas are common expenses being paid by the project.
- (c) Insurance premiums.
- (d) Janitorial Services.
- (e) Garbage and debris removal.
- (f) Painting and other use of Common Element surfaces.
- (g) Asphalt and concrete repair and replacement.
- (h) Cost of Project materials, supplies, equipment and tools.
- (i) Management, legal, accounting and engineering service fees.
- (j) Repair and replacement of Common Element utility lines and equipment.
- (k) Replacement of any loans obtained to pay for Common Expenses.
- (l) Repayment of any loans obtained to pay for common expenses.

(m) Reserves maintained by the Council to cover future replacement costs and contingencies.

The Council, at its annual meetings, shall determine the total amount of Common Expenses anticipated for the forthcoming calendar year or fiscal year by majority vote; provided, however, that if said anticipated amount (assessment) exceeds by ten percent (10%) the total assessment for the previous year, then the approval of sixty percent (60%) of the Unit owners shall be required.

B. Description of Units. The project is hereby divided into 48 separate single family dwelling units, with the owners of each Unit having a common right to a share with the other Co-owners in the Common Elements of the Project. These Units are shown or designated in plans, recorded in the office of the County Clerk of Jefferson County, Kentucky, in Apartment Ownership Book 20, pages 34, through 39, which plans are incorporated in this Declaration by reference. Each Unit is designated by building number and letter as shown on said plans. Each Unit shall have available for use by its lawful occupants the Limited Common Elements, heretofore defined, reserved for the use of said Unit.

C. Common Interest. Each Unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and Common Expenses of the Project; and shall have this percentage interest for all other purposes excluding voting at annual or properly called meetings of the Council of Co-Owners. The undivided percentage of common interest for each Unit is shown in Schedule A, attached hereto and made a part hereof by reference.

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

1. An easement in favor of the Council, its

agents and contractors, for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through any Unit, which facilities are utilized for or serve more than that Unit, said facilities being a part of the Common Elements.

2. An easement in favor of the Council, its agents and contractors, for ingress and egress for the maintenance, repair and replacement of any load bearing wall located within a Unit.

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

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

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

- 2. Violation of this Declaration, the Bylaws or any rules of the Project properly adopted by the Board of Administrators, may be remedied by the Board or its agents, by legal action for damages, injunctive relief, restraining order, or specific performance.
- 3. In addition, an aggrieved Unit owner may maintain a legal action for similar relief.
- 4. Notwithstanding the residential restriction above, the Developer shall be permitted to use unsold Units as models or sales offices.

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

The above paragraph notwithstanding, the administration of the Project, including the adoption and amendment of Bylaws, adoption of Project rules, assessment of Common Expenses, and all other matters relating to the governing of the Projects, shall be vested in the Developer until 80% of the Units of the Project have been sold, or until the Developer elects to surrender this power to the unit Owners, or until two (2) years after the adoption of this Master Deed, whichever event first occurs. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administrators, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner gives the Developer upon acceptance of a deed to a Unit), all Unit owners agreeing to such administration by the Developer in accepting

unit conveyances.

I. Administration of the Project. 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 Kentucky Horizontal Property Law, this Declaration, the Bylaws of the Council, and all Project Rules adopted by the Board of Administrators. Specifically, but without limitation, the Council shall:

1. Make, build, maintain and repair all improvements in the Common Elements which may be required by law to be made, built, maintained and repaired upon, adjoining, in connection with, or for the use of any part of the Project.
2. Keep all General Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Project.
3. Well and substantially repair, maintain and keep all Common Elements of the Project in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Project and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and make good all defects in the Common Elements of the Project required in this instrument to be repaired by the Council.
4. Except as may be provided herein, in the Bylaws and Project Rules, keep all Limited Common Elements in a clean and sanitary condition and well and substantially repair, maintain and keep them in good order and condition.

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5. Observe any setback lines affecting the Project as shown on the plans herein mentioned.

6. Not make or suffer any strip or waste or unlawful, improper, hazardous, noxious or other offensive use of the Project.

J. Board of Administration. Administration of the Project shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section II) who shall be chosen by the Council in accordance with the By-laws. Said Board shall be authorized to delegate the administration of its duties and powers to a managing agent or administrator employed for that purpose by the Board. It shall be the duty of the Board to determine annually, subject to the approval of the Council where required by law, the estimated Common Expenses of the Project for the succeeding twelve months, and, having so determined, to make and collect the monthly assessments from each Unit owner based on his percentage of common interest. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect.

K. Waiver of Use of Common Elements. No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. Unpaid Common Expenses Constitute Lien. All sums assessed for Common Expenses shall constitute a lien on the Units, prior to all other liens except (1) liens for taxes and assessment lawfully imposed by governmental authorities against such Units (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its Administrator or Agent, acting on behalf of the Council, in

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Like manner as a mortgage of real property, provided that thirty days' written prior notice of intention to sue to enforce the lien shall be mailed, postage pre-paid to all persons having an interest in such Unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

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

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance (hereinafter referred to as "Master Policy"), with respect to the Project and the Council's administration thereof in accordance with the following provisions:

1. The master policy shall be purchased by the Board of Administrators for the benefit of the Council, the Unit owners and their mortgagees as their interests may appear, subject to the provisions of this Declaration and the Bylaws (and provisions shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Unit owners). The Unit owners shall obtain insurance coverage at their own expense upon their Unit interiors and personal property and, in addition, shall obtain comprehensive personal liability

insurance covering liability for damage to person or property of others located within such Unit owner's Unit, or in another Unit in the Project 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 Board of Administration, but in no case less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence. The Board and the Unit owners shall use their best efforts to see that all property and liability insurance carried by a Unit owner or by the Council shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit owners or the Council and the respective employees, agents and guests of the Unit owners or the Council as the case may be.

2. All buildings, improvements, personal property and other Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, or at least ninety percent (90%) thereof, as determined from time to time by the Board of Administrators. The Council, acting through the Board of Administrators, 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. The Board of Administrators shall use its best efforts to see that the liability insurance carried by the Council shall contain cross-liability endorsements or appropriate provisions to cover liability of the Unit owners, individually and as a group (arising out of their ownership interests in the Common Elements) to another Unit owner.

3. All premiums upon insurance purchased by the Council shall be Common Expenses.

4. Proceeds of all insurance policies owned by

the Council shall be payable to and received by the Board of Administrations and held by it for the Council and the Unit owners and their mortgagees as their interest may appear, provided, however, whenever repair or reconstruction of the Project shall be required as provided herein or in the Bylaws, the proceeds of any insurance received by the Board of Administrators as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction by the Board of Administrators.

5. Each Unit owner shall be deemed to appoint the Board of Administrators as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of the master policy. Without limitation on the generality of the foregoing, the Board of Administrators 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 Council, the Unit owners and their respective mortgagees as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit owners and the Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board of Administrators in regard to such matters. The Council and the Board of Administrators shall not be responsible for procurement or maintenance of any insurance covering the contents, equipment or the interior of any Unit. Liability for injuries and damages incurred within a Unit, not caused by the Council's operation and maintenance of the Project, is the responsibility of the Unit owner and/or occupant, and not that of the Council.

0. Reconstruction. Where casualty destruction, partial or total, of one or more buildings occurs, arising from events covered by insurance or not, the determination as to reconstruction

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shall be governed by the Kentucky Horizontal Property Law, more particularly Sections 381-890 and 381-895 of the Kentucky Revised Statutes, as may be amended or supplemented from time to time.

P. Alteration of Project. Restoration or replacement of the Project or any building thereof, (unless resulting from casualty destruction), or construction of any additional buildings (other than those initially a part of the Project), or substantial structural alteration or addition to any building, different from any material respect on the condominium plans of the Project, shall be undertaken by the Council or any Co-owners only after unanimous approval by the Board of Administrators, who shall have the authority to amend this Declaration, with written consent of the holders of all liens affecting any of the Units, and in accordance with the complete plans and specifications approved in writing by the Board of Administrators. Promptly upon completion of such restoration, alteration or replacement, the Board of Administrators shall duly record the amendment with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or engineer.

Q. Maintenance Reserve Fund. The Board of Administrators shall establish and maintain a Maintenance Reserve Fund, made up from the assessed Common Expenses of the Unit owners, payable in monthly installments, according to the Unit owner's respective percentage of interest. The proportionate interest of each Unit owner in said Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof. In case the Horizontal Property Regime herein created shall be terminated or waived, any part of said Fund remaining after full payment of Common Expenses of the Council shall be distributed to all Unit owners in their respective proportionate shares.

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R. Liability of Developer for Common Expenses. The Developer shall be responsible for the expenses of the Project, incurred over and above amounts available from the Maintenance Reserve Fund, until it surrenders control of the Project as hereinabove provided. Thereafter, the Developer shall be liable only for Common Expenses on Units owned by it.

S. Voting and Voting Percentages. The term "majority" or "majority of Unit owners" used herein or in the Bylaws shall mean the owners of the majority of the Units. Any specified percentage of Unit owners means the owners of the majority of the Units as to the total number of units appurtenant to the project as shown on the designated plans incorporated in this Declaration by reference. Where a Unit is jointly owned by one or more persons, the vote for that Unit may be cast by one of the joint owners. Where the joint owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided pursuant to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

T. Amendment of Declaration. Except as otherwise provided herein, or in said Horizontal Property Law, this Declaration may be amended by signatures of seventy-five percent of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment. Provided, however, the Developer may amend this instrument from time to time, recording amended floor plans of Units, should it elect to alter or merge any Units prior to sale thereof so long as such alteration does not cause harm or damage to the Common Elements or a sold unit.

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

being the same as membership and voting rights as established by the Bylaws of the Council of owners.

WITNESS the signature of the Developer the day and year first above written.

POPLAR MANOR DEVELOPMENT COMPANY
a Kentucky Corporation

By [Signature]
Clarke J. Potter, Jr., President

By [Signature]
Michael L. Brooks, Sec.

STATE OF KENTUCKY () SS:
COUNTY OF JEFFERSON ()

The foregoing instrument was acknowledged before me by

CLARKE J. POTTER, JR. as President and MICHAEL L. BROOKS as Secretary of POPLAR MANOR DEVELOPMENT COMPANY, a Kentucky Corporation, party thereto, to be its act and deed.

My commission expires: Feb. 14, 1984

[Signature]

NOTARY PUBLIC, STATE AT LARGE

JAKE H. MADDOX, JR. and ANN B. MADDOX, husband and wife, holders of a recorded lien on the property hereinabove described, which mortgage appears of record in Mortgage Book 1928, Page 849, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, join herein only for the purpose of consenting and do hereby consent to the submission of the real estate to a Kentucky Horizontal Property Regime as herein established.

[Signature]
JAKE H. MADDOX, JR.

[Signature]
ANN B. MADDOX

STATE OF KENTUCKY () SS
COUNTY OF JEFFERSON ()

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced to me, in my office in said State and County by JAKE H. MADDOX, JR. and ANN B. MADDOX, husband and wife, parties thereto, and was acknowledged by them to be their act and deed.

Witness my signature this 21st day of August, 1980.

My commission expires: February 14, 1984

Charles W. Hebel, Jr.
NOTARY PUBLIC - State at Large

UNITED KENTUCKY BANK, a Kentucky Corporation, holder of a recorded lien on the property hereinabove described, which mortgage appears of record in Mortgage Book 1928, Page 853, in the Office of the Clerk aforesaid, joins herein only for the purpose of consenting and does hereby consent to the submission of the real estate to a Kentucky Horizontal Property Regime as herein established.

UNITED KENTUCKY BANK

By John W. Chomicki
VICE - PRESIDENT Officer

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) (SS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced to me, in my office in said State and County by JOHN W. CHOMICKI as Vice-President of UNITED KENTUCKY BANK, a Kentucky Corporation, party thereto, and was acknowledged by said Officer to be the act and deed of said Corporation.

Witness my signature this 22nd day of August, 1980.

My commission expires: February 14, 1984

INSTRUMENT PREPARED BY:

Charles W. Hebel, Jr.
CHARLES W. HEBEL, JR., Attorney
816 Kentucky Home Life Building
Louisville, Kentucky 40202

Charles W. Hebel, Jr.
NOTARY PUBLIC, STATE AT LARGE

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SCHEDULE A

POPLAR MANOR CONDOMINIUM

BUILDING 4024

AUGUST 25, 1980

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Interest (%)</u>
1	976.27	2.38
2	974.77	2.37
3	973.89	2.37
4	974.94	2.38
5	980.50	2.39
6	977.85	2.38
7	976.95	2.38
8	1101.44	2.68
9	1000.81	2.49
10	1017.77	2.48
11	995.51	2.43
12	<u>1144.24</u>	<u>2.79</u>
Building Total	12094.94	29.52

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BUILDING 4026

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Interest (%)</u>
1	729.34	1.78
2	736.56	1.79
3	698.79	1.70
4	720.73	1.76
5	729.57	1.78
6	726.30	1.77
7	713.41	1.74
8	713.08	1.74
9	742.45	1.81
10	733.73	1.79
11	722.10	1.76
12	<u>723.74</u>	<u>1.76</u>
Building Total	8689.60	21.18

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BUILDING 4028

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Interest (%)</u>
1	736.61	1.80
2	736.95	1.80
3	766.84	1.87
4	767.74	1.87
5	736.66	1.80
6	737.80	1.80
7	774.82	1.89
8	775.11	1.89
9	734.39	1.79
10	744.56	1.81
11	779.01	1.90
12	767.39	1.87
13	772.94	1.88
14	779.26	1.90
15	765.96	1.87
16	<u>771.80</u>	<u>1.88</u>
Building Total	12147.84	29.62

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BUILDING 4030

<u>Unit No.</u>	<u>Area (Sq. Ft.)</u>	<u>Interest (%)</u>
1	977.29	2.38
2	973.35	2.37
3	976.26	2.38
4	976.26	2.38
5	1011.79	2.46
6	1011.95	2.46
7	1006.43	2.48
8	<u>1138.40</u>	<u>2.77</u>
Building Total	8071.73	19.68

<u>Unit No.*</u>	<u>Area (Sq. Ft.)</u>	<u>Interest (%)</u>
Building 4024	12094.94	29.52
Building 4026	8689.60	21.18
Building 4028	12147.84	29.62
Building 4030	<u>8071.73</u>	<u>19.68</u>
	41004.11	100.00

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LODGED BY H. Schul
AND RECORDED

PAID \$ 39.50 INC. TAX
DEEMER EHRLER J.C.C.

F. Williams

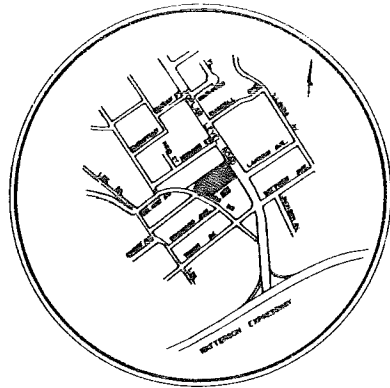
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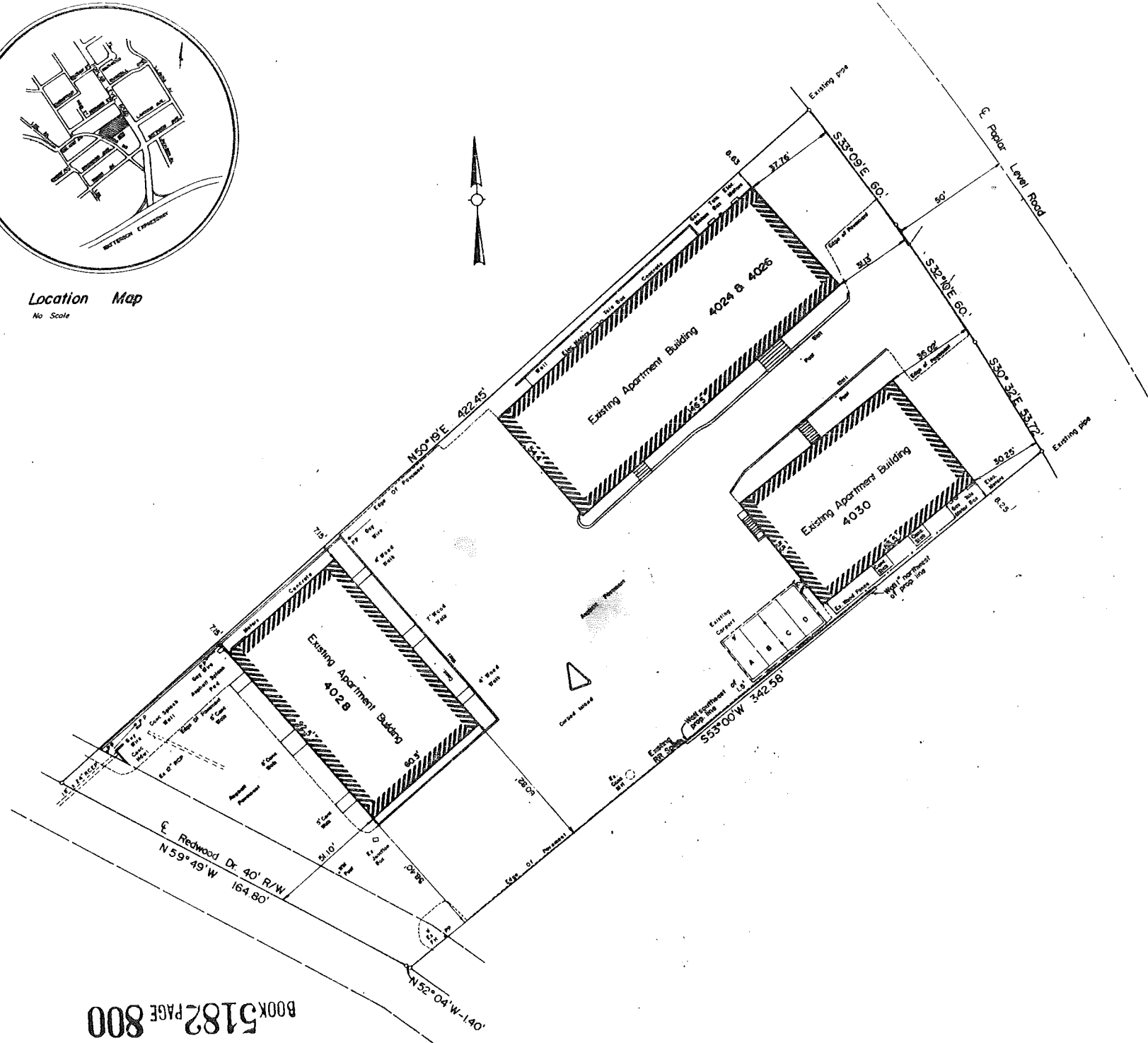
APT. OWNERSHIP

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FILE NO 224



Location Map
No Scale



VERIFICATION B CERTIFICATION

I hereby verify that these plans accurately depict the layout, location, lot numbers, and dimensions of these condominiums as built.
I hereby verify that the survey for this plan was made under my supervision and that the angular and linear measurements and the vertical elevations shown hereon are correct to the best of my knowledge and belief.



T. Rangaswamy
Registered Professional Engineer, Ky. 6949
Registered Land Surveyor, Ky. 1848

The Verification and Certification was made to before me by
T. Rangaswamy of Rangaswamy, Hatfield, and Associates on the day of , 1960

My commission expires 2 October 1960

James A. Pope
Notary Public

Beginning at a point in the centerline of Redwood Drive 40 feet wide (formerly Kentucky Avenue), as shown on plat of Camp Zachary Taylor, recorded in Deed Book 974, page 1, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, at the most westerly corner of Tract 2-B shown on plat attached to deed recorded in Deed Book 4549, page 109, in the Office aforesaid, which is also the most westerly corner of the tract conveyed to Harry Kaysers by deed recorded in Deed Book 1902, (page 29), in the Office aforesaid; thence with the center line of Redwood Drive South 59 degrees 49 minutes East, passing another corner of Tract 2-B above at 116.2 feet, in all 164.8 feet to a corner common to Lots 1072 and 1074, Camp Taylor; thence continuing with the center line of Redwood Drive (formerly Kentucky Avenue) South 52 degrees 04 minutes East 1.40 feet to the corner of the tract conveyed to Jake H. Maddox, Jr. & Son, Inc., by deed recorded in Deed Book 4622, page 484, in the Office aforesaid; thence North 53 degrees East 342.58 feet to a point in the southeasterly line of Poplar Level Road, thence along said line of Poplar Level Road, North 30 degrees 32 minutes west 53.72 feet, north 32 degrees 10 minutes west 60.00 feet, and north 33 degrees 09 minutes west 60.00 feet to a point, thence leaving said right of way of way line south 50 degrees 19 minutes west 422.45 feet to the point of beginning.

• B.M. - low. El. of Existing Manhole Sta. 4 + 96.00, Taylor Ave. Sanitary Sewer East of Poplar Level Road, Record No. 5883, Elevation 536.07

POPLAR MANOR CONDOMINIUMS

owner
POPLAR MANOR DEVELOPMENT COMPANY
13501 Aiken Road
Louisville, Kentucky 40243

Scale: 1" = 20' August 25, 1960

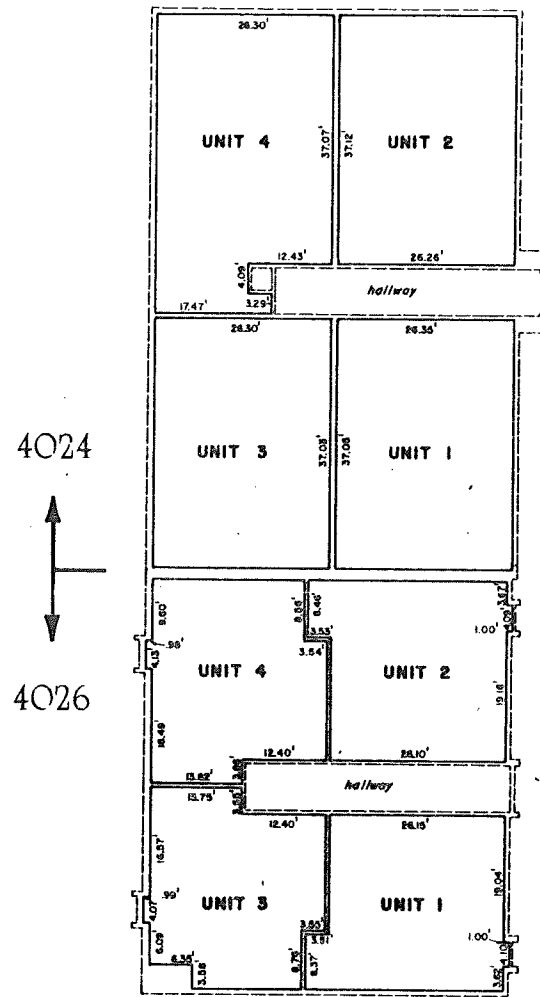
RANGASWAMY, HATFIELD AND ASSOCIATES
614 East Broadway
Louisville, Kentucky 40202
(502) 589-2212

EXHIBIT B.

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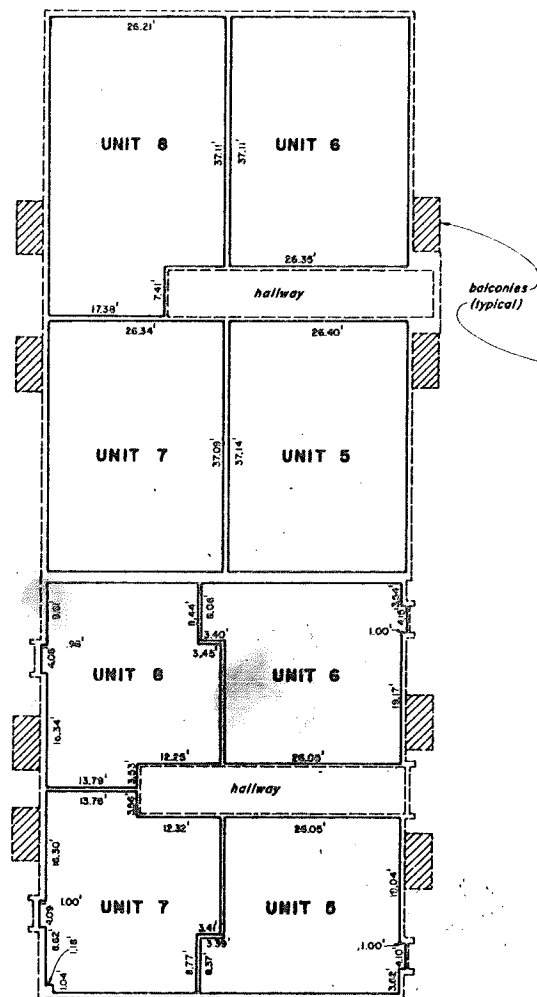
BOOK 5182 PAGE 800

BUILDING 4024 & 4026 POPLAR LEVEL ROAD



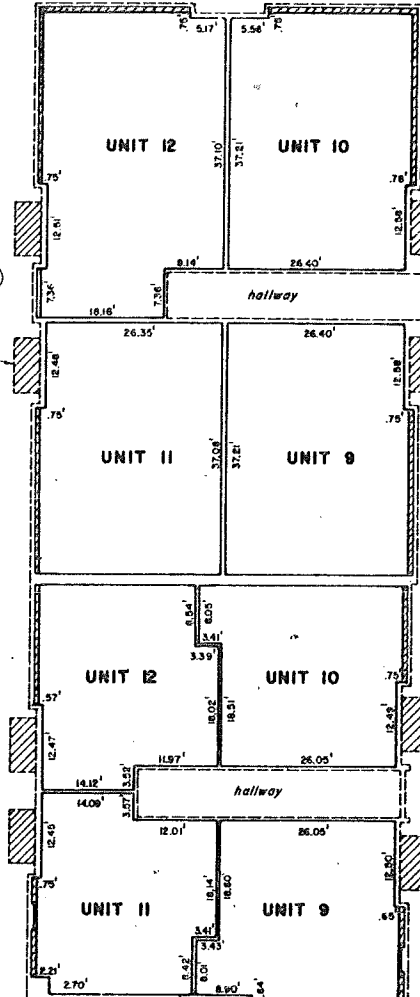
ground floor

FLOOR ELEVATION	(BUILDING 4024)	552.08
	(BUILDING 4026)	531.93
CEILING ELEVATION	(BUILDING 4024)	540.08
	(BUILDING 4026)	539.93



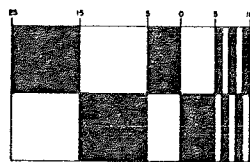
first floor

FLOOR ELEVATION	(BUILDING 4024)	541.08
	(BUILDING 4026)	540.93
CEILING ELEVATION	(BUILDING 4024)	549.08
	(BUILDING 4026)	548.93



second floor

FLOOR ELEVATION	(BUILDING 4024)	550.08
	(BUILDING 4026)	549.93
CEILING ELEVATION	(BUILDING 4024)	558.08
	(BUILDING 4026)	557.93



graphic scale

- Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes of the floor and ceiling elevations noted above.
- Elevations, shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.

3. LEGEND -

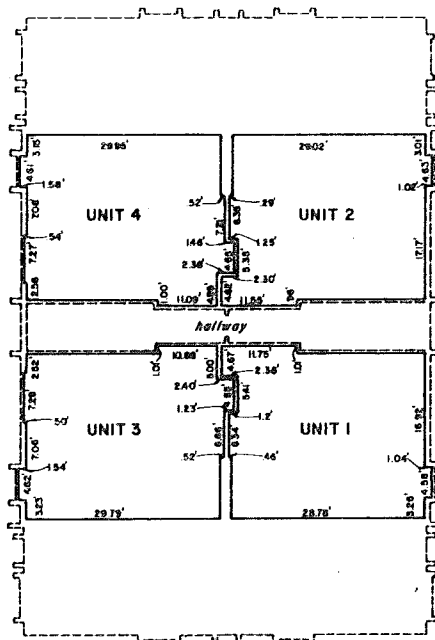
- Boundary of Condominium Unit
- Indicates Common Elements
- XXXXX Indicates Limited Common Elements

POPLAR MANOR
CONDOMINIUMS

OWNER
POPLAR MANOR DEVELOPMENT COMPANY
13501 Alken Road
Louisville, Kentucky 40243

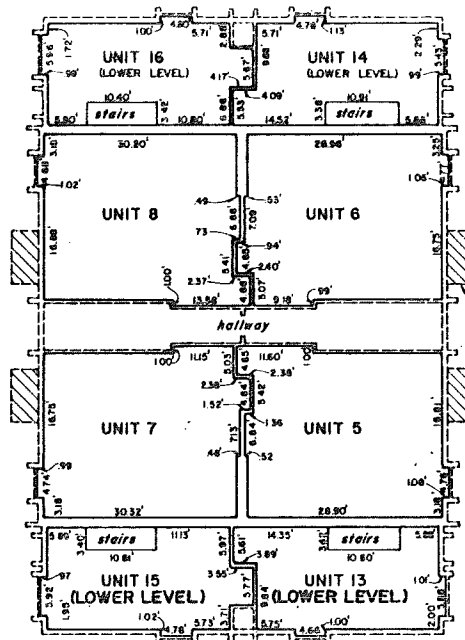
Scale: 1" = 10'

RANGASWAMY, HATFIELD AND ASSOCIATES
614 East Broadway
Louisville, Kentucky 40202
(502) 583-2212



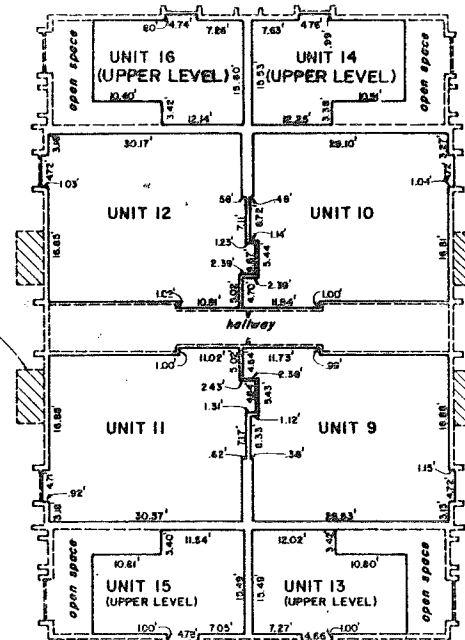
ground floor

FLOOR ELEVATION 822.28'
CEILING ELEVATION 830.28'



first floor

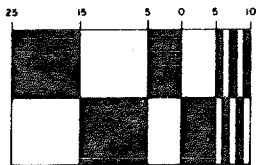
FLOOR ELEVATION UNITS 13, 14, 15, 16 - 828.11'
UNITS 5, 6, 7, 8 - 830.28'
CEILING ELEVATION UNITS 13, 14, 15, 16 - 834.11'
UNITS 5, 6, 7, 8 - 839.28'



second floor

FLOOR ELEVATION UNITS 13, 14, 15, 16 - 835.04'
UNITS 9, 10, 11, 12 - 840.28'
CEILING ELEVATION UNITS 13, 14, 15, 16 - 843.04'
UNITS 9, 10, 11, 12 - 848.28'

BUILDING 4028 POPLAR LEVEL ROAD



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- Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes at the floor and ceiling elevations noted above.
- Elevations, shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.
- LEGEND -

- Boundary of Condominium Unit
- Indicates Common Elements
- ||||| Indicates Limited Common Elements

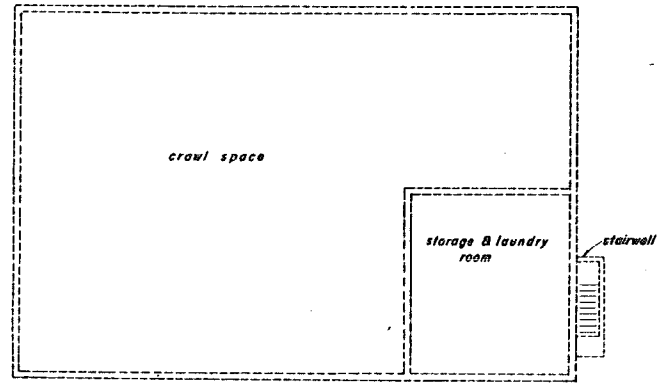
POPLAR MANOR
CONDOMINIUMS

owner
POPLAR MANOR DEVELOPMENT COMPANY
13501 Aiken Road
Louisville, Kentucky 40243

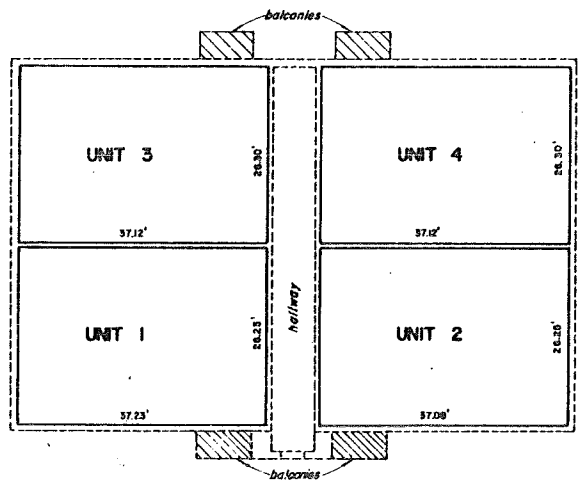
Scale: 1" = 10'

RANGASWAMY, HATFIELD AND ASSOCIATES
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Louisville, Kentucky 40202
(502) 589-2212

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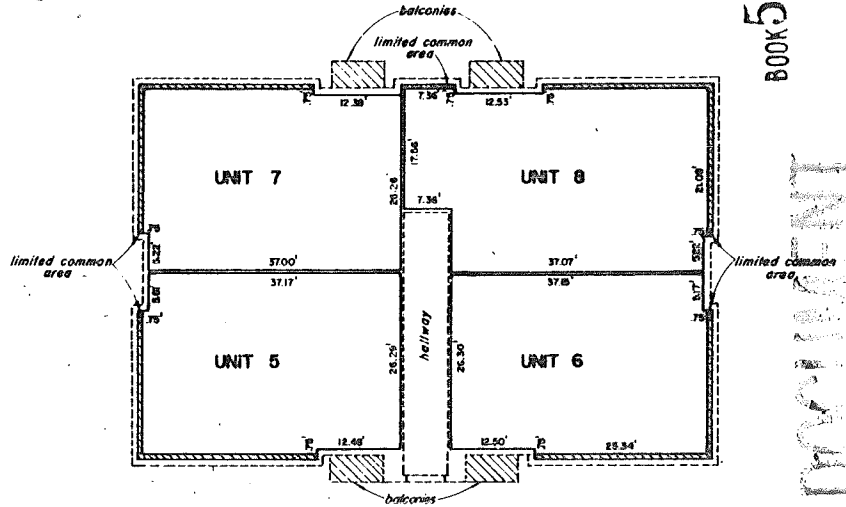


basement



first floor

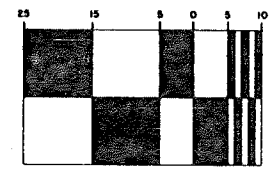
FLOOR ELEVATION 537.17
CEILING ELEVATION 545.17



second floor

FLOOR ELEVATION 546.05
CEILING ELEVATION 554.05

4030 POPLAR LEVEL ROAD



graphic scale

- Each condominium unit consists of the space bounded by a vertical projection of the condominium unit boundary lines shown and by the horizontal planes of the floor and ceiling elevations noted above.
- Elevations, shown in feet, are based on City of Louisville datum. The benchmark, floor and ceiling elevations refer to this datum.
- LEGEND -

————— Boundary of Condominium Unit
- - - - - Indicates Common Elements
- - - - - Indicates Limited Common Elements

POPLAR MANOR CONDOMINIUMS

owner
POPLAR MANOR DEVELOPMENT COMPANY
13501 Aiken Road
Louisville, Kentucky 40243

Scale: 1" = 10'

RANGASWAMY, HATFIELD AND ASSOCIATES
614 East Broadway
Louisville, Kentucky 40202
(502) 589-2212

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