



Bobbie Holsclaw
Jefferson County Clerk's Office

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BOBBIE HOLSCLAW

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**AMENDED AND RESTATED DECLARATION OF MASTER DEED FOR
"COACH GATE" A CONDOMINIUM PROJECT**

THIS AMENDED AND RESTATED DECLARATION OF MASTER DEED, made and entered into on the dates indicated below, by the requisite unit owners and first mortgagees of record, pursuant to the requirements of that certain original Master Deed of record in Deed Book 4842 Page 830 in the Office of the County Clerk of Jefferson County, Kentucky.

WITNESSETH

THAT WHEREAS the undersigned are the unit owners in fee simple of certain real estate hereinafter described, located on Hubbards Lane, in Windy Hills, Jefferson County, Kentucky; and

WHEREAS the owners desire to and do hereby submit and subject such real estate, together with the buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon and all rights and privileges belonging or in any wise pertaining thereto, to the following Amended and Restated Master Deed and the provisions of the Kentucky Condominium Act, KRS § 381.9101 to 381.9207 (sometimes referred to as "the Act"), as amended; which Amended and Restated Master Deed document shall supersede and replace the above referred original Master Deed and its amendments in their entirety; and

WHEREAS the original Developer, Colston, Inc. (sometimes hereinafter referred to as "Colston" or "Developer"), established certain rights and easements in, over, and upon said real estate for the benefit of itself and of 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, Colston, Inc., as the original Developer, (who has since the completion of the Development turned over and assigned all developer's rights retained herein to the Association of Unit Owners known as Coach Gate, Inc.), desired and intended that the several unit owners, mortgagees, occupants, and other persons thereafter acquiring any interest in the property shall at all times enjoy the benefits and shall hold all their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, as now amended, 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, the Unit Owners DECLARE as follows:

- (1) **LEGAL DESCRIPTION OF LAND AND DEFINITIONS.**

The real estate which is hereby submitted and subjected to the provisions of the Act and Condominium Property Law of Kentucky is legally described as follows:

BEING TRACT 1, as shown on Plan approved by the Louisville and Jefferson County Planning Commission attached hereto and made a part hereof, except that part of the Tract not defined as common area and on which future Buildings will be constructed.

Said real estate is also described and delineated on a Plat or survey which was attached to the original Master Deed and previous amendments to said Master Deed.

Said real estate and all improvements thereon and appurtenances thereto shall be known as "Coach Gate, a Condominium".

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 Kentucky Condominium Act as amended.

"Unit", "Condominium", "Master Deed", "General Common Elements", "Common Expenses", "Person", "Property", and "Limited Common Elements"

(2) DESCRIPTION OF THE BUILDINGS

Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20, 21, 22, 23 and 24 situated on said real estate are fully described in a set of floor plans of the buildings previously filed with the recording of the original Master Deed and the Amendments thereto, pursuant to KRS 381.835, and by reference thereto, made a part of this Master Deed and are fully shown by the plans attached hereto and made a part hereof.

Said buildings are constructed of the following principal materials: Masonry, wood frame, concrete and steel.

"Coach Gate", a Condominium Project, shall consist of units in several buildings, being Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20, 21, 22, 23 and 24, which are subject to this Declaration together with the common elements appurtenant thereto. The units described herein shall have the same rights and privileges in and to the Club House, subject, however, to rules and regulations set forth by the Board then in Office. Said rules and regulations shall be consistent for all Units in COACH GATE.

In the event future buildings are ever added to the regime, each owner of a Unit by acceptance of a Deed thereto further acknowledges, consents, and agrees as follows:

(a) Each Unit described above shall be governed in all respects by the provisions of this Amended and Restated Declaration.

(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 of Master Deed and upon the recording of each such Amended Declaration of Master Deed the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration of 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 the Common Elements appurtenant to each Unit shall, upon the recording of any Amended Declaration, be divested pro-tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

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

(e) 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 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 of Master Deed are recorded.

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

(g) The recording of each such Amended Declaration of Master Deed shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.

(h) Each Owner by acceptance of the deed conveying their Unit, agrees for themselves and all those claiming under them, including mortgagees, that this Declaration and each Amended Declaration of Master Deed is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration of Master Deed shall be deemed to be made agreement of all Unit Owners.

(i) The unit owners shall have the right to amend this Declaration in such manner, and each unit owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph to comply with the Act as it may be amended from time to time.

(j) The foregoing provisions of this Declaration of Master Deed and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

All Condominium Units shall have an easement in and shall have a free, uninterrupted, and joint use of the main private roadway, the width of which is approximately 32 feet wide, and enters from Hubbards Lane and extends in and through the project the center line of which is described as follows:

BEGINNING at a point in the Northeasterly line of Hubbards Lane, said point being at a corner common to Tracts 1 and 2 as shown on Plat attached to the original Master Deed, thence North 39 degrees 21 minutes 18 seconds East 62.07 feet; North 45 degrees 38 minutes 44 seconds East 99.92 feet; North 53 degrees 24 minutes 14 seconds East 99.92 feet; North 61 degrees 35 minutes 01 seconds East 110.76 feet; North 64 degrees 10 minutes 05 seconds East 89.11 feet; North 52 degrees 48 minutes 31 seconds East 99.58 feet; North 29 degrees 50 minutes 28 seconds East 99.15 feet; North 3 degrees 56 minutes 38 seconds East 99.15 feet; North 21 degrees 57 minutes 22 seconds West 99.15 feet; North 45 degrees 37 minutes 17 seconds West 99.53 feet; North 58 degrees 23 minutes 24 seconds West 98.76 feet; North 60 degrees 29 minutes 48 seconds West 128.42 feet; North 56 degrees 51 minutes 28 seconds West 72.72 feet; North 48 degrees 13 minutes 10 seconds West 99.87 feet; North 18 degrees 51 minutes 02 seconds West 86.70 feet; North 34 degrees 51 minutes 00 seconds West 360.53 feet.

All unit owners herein, their heirs, successors or assigns are hereby granted a perpetual easement to use any portion of the roadway or the Security System (as constructed or installed) which lies within the condominium property known as Coach House. With respect to the roadway, the easement shall not exceed 16 feet in width running parallel and adjacent to the center line of said road.

The administration and the maintenance of said private roadway, immediately described above shall be vested in the Board of Directors of Coach Gate. However, the authority to determine whether repairs are needed, the taking of bids, the letting of contracts, and the payment of same shall be under the joint control of the Board of Directors of Coach Gate and Coach House, hereinafter described. Both Boards shall meet once each calendar year concerning such road maintenance and repairs, and all decisions for repairing and the letting of contracts shall be with the approval of a majority of each Board. Should repairs exceed the sum of an amount that exceeds 15% of the previous year's maintenance fees for Coach Gate, then each Board shall submit a request for approval to its Unit Owners at a specifically called meeting and at least 75% of the Unit Owners in each Project must approve such repairs before such repairs are authorized. Maintenance of said roadway shall be paid out of the general maintenance fund of Coach Gate and Coach House, and each Board of each project shall pass said costs on to its Unit Owners according to the total number of Units within its project and not according to Unit Owner's percentage interest.

Should other Apartment or Condominium Projects ever be added which require usage of the roadway, each rental or condominium unit located therein shall have the right to the usage of said roadway for ingress and egress and shall be assessed and pay a proportionate share for the maintenance of said roadway. Said proportionate share shall be determined by adding the number of rental or condominium units to that of all Condominium Unit Owners located in Coach Gate and Coach House and the total units, regardless of size, divided into the total maintenance cost shall result in each unit's proportionate share.

The Condominium Project known as "Coach House" has been previously constructed within the area fronting on said private roadway and within Tract 3, as shown on the plat of record. There is reserved herein, a right of vehicular and pedestrian ingress and egress over the private roadway above described in favor of present and future owners of Coach House or any part thereof, their guests, employees, or business invitees. Coach House is controlled by a separate Master Deed, but said project and the Unit Owners purchasing therein shall have the rights of usage of the trails and walkways and any other recreational facility existing, or to be installed, within that area comprising the "Buffer Zone" adjacent to the Southeastwardly property line of Tract 1 as shown on plans previously filed of record. The Unit Owners within Coach House shall have the continuing and unrestricted right to come upon said "Buffer Zone", but

only at or through those areas which are designated as pathways or walkways through Tract 1 on Plans to be filed herewith or any amendment thereto. Positively no other pathways or walkways are to be used across Tract 1, except as aforesaid. A reasonable fee, to be determined by both the Boards of Coach Gate and Coach House, but not less than a charge of \$1.00 per Unit per month for each Unit Owner in Coach House shall be paid by the Board of Directors of Coach House to the governing Board of Coach Gate for maintenance and repairs within the "Buffer Zone".

It is specifically understood that the Condominium Project known as Coach House shall not have the use and privilege of the Club House facilities within Coach Gate.

(3) UNITS (buildings and units, as built, and shown on plans filed herewith)

(a) The unit numbers of each of the units are fully set forth in said Floor Plans attached to the Original Master Deed and subsequent Amendments and are as set forth in Exhibit A.

(b) The locations, dimensions, and limited common areas to which each Unit had access are set forth in said floor plans. The legal description of each Unit shall consist of its number as aforesaid followed by the words, "In Coach Gate, a Condominium Unit established by the original Master Deed recorded in Deed Book 4842 Page 830". Each Unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated interior finished surfaces of the ceiling, floor, (in Townhouse Apartments, also the space between floors), and perimeter walls of each Unit as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said Unit as shown by said plan or plat. Notwithstanding that some of the following might be located in the Common Areas or Limited Common Areas, the plumbing, heating, air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, telephone, security equipment, window panes, garbage disposal, storm and screen doors and windows, doors and door frames, windows and window frames, if any, and other equipment located within or connected to the Unit for the purpose of serving that Unit, are part of that Unit, and the maintenance, repair and replacement of these items are the responsibility of the Unit Owner.

(c) No Unit shall by Deed, Plat, Court Decree, or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole Unit as shown on the Floor Plans.

(d) If two horizontally adjoining Units are purchased simultaneously by one party, the wall separating the Units may be wholly or partially removed with the written approval of the Board of Directors, if said wall is not a load-bearing wall and does not contain any ducts or utility lines servicing other Units. The voting rights, percentage interest and the maintenance charges attributable to each Unit shall not be altered by reason of said removal. However, if said wall is replaced, it shall not thereafter be removed without written approval of the Board.

(4) DESCRIPTION OF THE COMMON ELEMENTS

The general common elements shall consist of that property as set forth on Plans previously recorded, 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 Plans previously filed of record and designated as common area, and any improvements and fixtures attached thereto, entrances and exits, attics, cupola, chimneys, dormers, front court yards, court yard fences or enclosures, roofs, and pipes, ducts, electrical wiring and conduits, public utility lines, floor and ceilings (other than the interior undecorated surface thereof located within the Units), structural parts of the building, outside walks and outside driveways, landscaping, the Club House, lake area, social and athletic rooms, swimming pool, sun deck, pool deck, bridge or walkway to the pool deck, and recreational facilities as constructed, and all other portions of the property except the individual Units and any limited common elements attached thereto. Structural columns and load-bearing walls located within the boundary of the Unit shall be part of the general common elements. Common Elements should include tangible personal property used for the maintenance and operation of said Condominium property regime even though owned by the Council hereinafter described. All areas designated as common elements are to be maintained by the Board.

(5) DEFINITION AND DESCRIPTION OR LIMITED COMMON ELEMENTS

A limited common element is a common element the right of exclusive use and possession of which is appurtenant to one or more Units as designated on the floor plans attached hereto or added by addendum. It is a common element which shall be maintained (except as specified herein) by the Unit Owner, and limited to the use, enjoyment, and occupancy of the particular unit or units.

The patio, entrance and exits to the units, garages, overhead garage doors, balconies, basements, attics, sump pumps, all other apparatus and installations built or set up to serve only a certain Unit or a certain group of Units, rear court yards, if enclosed, and that limited common area designated for patios or court yards shown on plans filed with the original Master Deed or any amendment, adjoining or specifically designed for a Unit shall be a limited common element (as defined in the Condominium Property Law or Act as amended), reserved for the use of the respective unit adjoin the aforesaid to the exclusive of all other unit owners in the development.

The limited common element area designated as such on the plans, once enclosed or planted by the Unit Owner as part of a court yard or patio, shall be maintained at all times by the unit owner. If that limited common element area is not enclosed or planted, it shall be maintained by the Board, but once the Board's approval is given for the enclosure of said limited common element area, it shall then be maintained by the

unit owner. The limited common element areas within those buildings designated as "Manor House" such as hallways, stairways, elevators, lobbies, garages, and any other interior common element areas shall be used solely by those occupants or unit owners within that particular building, and is to be maintained by the Board.

(6) PERCENTAGE INTEREST (Buildings and Units, as built, and shown on plans filed herewith.

Percentage interests in the common elements are calculated to the equivalent of the percentage representing the floor are of the individual Unit with relation to the floor are of the total existing units as built, all as set forth in KRS 381.830, as amended on Exhibit A.

Each unit owner shall own an undivided interest in the percentage hereinabove set forth, (and as set forth in Amendments to the Master Deed) in the common elements as a tenant in common with all the other unit owners, and except as otherwise limited in the Master Deed, shall have the right to use and occupy the common element for all purposes incident to the use and occupancy of their unit as a place of residence, and such other incidental uses permitted by the Master Deed, which right shall to appurtenant to and run with their unit.

By the Declaration of Master Deed each Unit's percentage interest in the common elements, as said common elements relate to land, includes only that land set forth and designated on the recorded plans as common area.

(7) PURPOSE

The Buildings and the Units therein are intended for and restricted exclusively to single family residential use. Additional provisions with respect to the use and occupancy of the Units and common areas and facilities are contained in Paragraph 12 hereof, the By-Laws and any Rules and Regulations.

(8) DAMAGE OR DESTRUCTION

The Council of Co-Owners acting by and through its Board shall acquire insurance protection for the regime, including, but not exclusively, casualty, and liability and employee workmen's compensation insurance, without prejudice to the right of each co-owner to insure their Unit for their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, provided 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 regime'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, the council by a majority vote being 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 any building (including the Club House), 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 "Coach Gate". 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, representing the council of co-owners, and who shall immediately deposit all proceeds in a trust account with an Insured Institution selected by the Board. Said Trust account shall be entitled "Coach Gate, Trust Account for Repairs and Reconstruction." The Board, with qualified supervision, shall oversee all repairs and all reconstruction. Disbursements shall be made from said Trust Account as repairs and reconstruction are made only with the approval of three fourths majority of the Board and using standard construction disbursement procedures.

(9) EASEMENTS AND ENCROACHMENTS

(a) Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, cable and fiber optic lines, telephone wires and equipment, and electrical conduits and wires and equipment over, under, along and on any part of the common elements and they exist on the date of the recording hereof and as they hereafter exist when the addendum or addenda are recorded.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of the building, or the design or construction, or any part of any unit or any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such

encroachments occur due to the willful conduct of said Owner or Owners. In addition to the foregoing, there is expressly reserved an easement for support in favor of each Unit and the common element where required.

All Purchasers of Units shall have easements for purposes of ingress and egress on and over the "Reserved" areas to any social or recreational amenity or access to the main thoroughfare.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part or portion hereof.

(d) The respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in this Master Deed and by reason of or reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(e) Easements for future Utilities. Upon a majority vote of the Board of Directors of "Coach Gate, Inc.", (representing the Council of Co-Owners), the Board may direct its President to grant easements for utility purposes for the benefit of Project, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable and fiber optic lines, telephone wires and equipment and electrical conduits and wires over, under, along and on any portion of the common elements and each unit owner hereby grants the Board (acting by and through its President) an irrevocable Power of Attorney to execute, acknowledge and record, for and on behalf of each unit owner, such instruments or documents as may be necessary to effectuate the foregoing. The Power of Attorney shall survive any disability or death of the unit owner and shall be binding on each successive owner.

(f) The Board or its agents or employees may enter any Unit when necessary in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. Entry shall only be made at reasonable times and by appointment with the Unit owner or occupant, except in those cases involving emergencies.

(10) SALE, LEASING OR OTHER ALIENATION

(a) Any unit owner or a mortgagee of any unit who has acquired title thereto in lieu of or through foreclosure, who wishes to lease their unit (or any lessee of any unit wishing to assign their lease or sublease such unit) to any person shall give to the Board of Directors no less than thirty (30) days prior written notice of any such, lease, assignment, or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed assignee or lessee. Any leases must be for a term of no less than twelve (12) months with any renewal terms of less than twelve (12) months requiring approval of the Board of Directors.

(b) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against their unit, the Council may, at its option (should it be aware of the facts) have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided herein.

(c) The Council shall not exercise any option hereinabove set forth to lease any unit without the written consent of the owners of seventy-five (75%) percent of all units. The Council, through its duly authorized representatives, may bid to purchase at any auction or sale the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of seventy-five (75%) percent of the unit owners, which said consent shall set forth a maximum price which the Council is authorized to bid and pay for said unit or interest therein.

(d) If the Council does not exercise any of the options contained in this Paragraph 10 said option may be deemed to have been released and waived.

(e) A certificate executed by a majority of the Board of Directors of Coach Gate, Inc., acting for the Council, stating that the provisions of this Paragraph 10 as herein set forth have been met by a unit owner or duly waived by the Council, and that the rights of the Council hereunder have terminated, shall be binding upon the Council and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph, at a reasonable fee to be determined by the Board.

(f) The terms of this Paragraph 10, hereinabove contained, shall not be applicable to the transfer by gift, testate or intestate succession, or operation of law; nor to the sale of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

(g) Where title to any Unit is held by a Trust, the assignment, sale, conveyance or other transfer by a beneficiary of such trust of their beneficial interest in such trust (other than as security for a bonafide

indebtedness) shall be deemed an assignment, sale, conveyance, or other transfer of the Unit owned by such trust.

(h) Where title to any Unit is held by a corporation, or a partnership, the transfer of fifty (50%) percent or more of the issues and outstanding shares of such corporation, or of fifty (50%) percent or more of the interest in such partnership, shall be deemed a transfer of the Unit owned by such corporation or partnership.

(i) The terms of this Paragraph 10 hereinabove contained shall not be applicable to the sale, conveyance or leasing of a Unit by any Mortgagee if said Mortgagee shall acquire title to such Unit by foreclosure of a mortgage on the property. Any Mortgagee acquiring title by or through a foreclosure proceeding shall not be liable for any delinquent assessments or delinquent maintenance charges which occurred prior to the date of the Commissioner Sale.

(j) Acquisitions of Units or interest therein under the provisions of this Paragraph shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that their percentage of ownership in the common elements as set forth in Paragraph 6 (as hereafter amended by recorded addenda) bears to the total of all such percentages applicable to Units subject to said special assessment, which assessment shall become a lien upon each such Unit and may be foreclosed in like manner as a mortgage. The Council may borrow money to finance acquisitions of a Unit or interest therein, which said acquisition is authorized by this paragraph, provided, however, that no financing may be secured by encumbrance or hypothecation of any portion of the property other than the Units or interest therein to be acquired.

(k) Units or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Council or such nominee or entity as the Board shall designate, for the use and benefit of all the Unit owners in the same proportion that the Board could levy a special assessment under the terms of sub-paragraph G) hereof. Said units or interests therein shall be sold or leased by the Council for the benefit of the Unit owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

(11) COUNCIL OF CO-OWNERS: BY-LAWS

The By-Laws of the Council, are stated in a separate document from this Master Deed, and shall not have to be recorded to be effective.

(12) ASSESSMENTS

Each year on or before December 1st the Board shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering all of services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. The procedures set forth in the Kentucky Condominium Act for adopting the budget shall be followed. Said annual budget shall be assessed to the owners according to each owner's percentage of ownership in the common elements. All sums so assessed shall be deemed common expenses. On or before January 1 of each year, and the first of each and every month of said year, each unit owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the first day of February of each calendar year, the Board shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the accounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments due in the succeeding six months after rendering of the accounting. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures, not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including nonpayment of any owner's assessment the Board may at any time adjust the budget pursuant to the Kentucky Condominium Act.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

Any assessments (including special assessments and fines) levied pursuant to this Master Deed, By-Laws or Rules and Regulations which are not paid on the date when due shall be delinquent and shall be charged a late fee determined by the Board. Any owner which is delinquent shall not be allowed to use the pool, club house and any other common elements other than for the purpose of ingress and egress. Additionally, any owner which is delinquent shall not be allowed to vote at any meeting until the delinquency is cured.

In addition to any remedies or liens provided by law, if any unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Council acting through Coach Gate, Inc. may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien hereinafter provided, and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees incurred. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements, or abandonment of their unit. The unpaid common expenses assessed to a unit owner shall constitute a lien against the unit of such owner and against such owner's interest in the property, as provided in the Kentucky Condominium Act as amended.

(13) USE AND OCCUPANCY OF UNITS AND COMMON AREAS AND FACILITIES

The Units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Common purposes include "Club House and Recreational Facilities". Each Unit shall be used as a residence for a single family and for no other purposes.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep their own unit, their windows and window frames, their doors and door frames, and the patio or balcony which is a limited common element reserved for the use of their unit in good, clean and orderly condition. Each unit owner is to maintain their own court yard and all plantings shall be at their expense. All plantings shall be approved by the Board prior to

installation. All repairs and/or maintenance to electrical, plumbing and heating and air conditioning systems, shall be made by licensed professionals who shall have general liability and workers compensation insurance in proper amounts as determined by the Board.

(d) 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 residential use without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in their unit, or in the 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 or on the common or limited common elements.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows, balcony, porches, court yard walls, or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or replaced upon the exterior walls or roof of any part thereof, without the prior written consent of the Board.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except that dogs, cats, or other household pets may be kept in units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and any pet permitted under this section when outside the confines of the owner's unit must be kept on a leash and accompanied by a reasonable persons and provided further that such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. No dog houses or kennels shall be permitted in the common or limited common areas.

(g) 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.

(h) 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.

(i) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common or limited common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) There shall be no swing sets, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common elements, limited common elements or buffer zone except on a very limited and temporary basis and then not without

the prior consent of, and subject to any rules and regulations of the Board. No open fire places or pits, storage structures or any other recreational structures shall be allowed on the property without the prior written permission of the Board. All such amenities, including barbeque grills, must comply with all state and local statutes and ordinances, including but not limited to any fire ordinances.

(k) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Board.

(l) Drapery backing (which is visible from the outside) shall be an "off white" color and shall be approved by the Board.

(m) All exterior painting shall be performed the Board.

(n) All bicycles, motorbikes, campers, trailers, boats, boat trailers must be stored or parked in garages or car-ports or in areas designated by the Board and none are to be parked or stored in that area from the front line of the building on the street.

(o) There shall be no parking of any automobile, bicycle or any other vehicle in any driveway that shall obstruct thru traffic.

(p) There shall be no washing, waxing, or cleaning of any automobile upon any area of the general common elements nor shall there be any mechanical work performed upon any automobile on any area of the general common elements. No vehicle on "blocks" or one infrequently used or that is inoperable, so as to cause any unsightly distraction, will be allowed to remain on the property. If the owner of same refuses to remove or correct the situation the Board may have same towed away, all at the Unit owner's expense.

(q) In the "Garden-Type" Units and "Manor House", heating and air-conditioning for hallways, corridors, lobbies or foyers will be provided from each Unit with 1 4-inch duct from each furnace connected by a 6-inch by 6-inch register and shall not be hampered or disconnected in any way.

(r) With the exception of entering and exiting, all garage doors are to be kept closed at all times. Garages shall not be converted or be utilized for anything other than garage purposes and shall not, under any circumstance, be converted into family rooms, recreational rooms, or any type of living quarters. The Board shall have the right to enter any Unit in order to affect repairs or replacements for any utility wiring, piping, ducting, or whatever needs to be repaired or replaced within the common elements or limited common elements as the case may be. However, said entry shall be with written prior notice to the Unit Owners and at a reasonable time.

(s) All window dividers, muntin or grills on all windows are to remain in place and are to be painted with the same color and materials at the outside of the building. All such painting of the dividers,

muttons or grills shall be performed by the Board and in order to do so, entry to such Unit, to accomplish same shall be with notice and at a reasonable hour.

(t) There shall be no changes, alterations or additions made on the outside of any owner's Unit nor shall there be any fencing or screening, nor shall there be any TV Antenna erected on any building without first obtaining prior written consent of the Board. Any request so made for any change, shall be accompanied with plans and specifications, and such request must comply with all applicable building codes. Any approval must be made with the written consent of the Board. However, in no event, shall any Unit be made larger than originally built and recorded on the plans accompanying the original Master Deed, or any amendment thereto.

(u) No Unit owner shall have the right to fence or enclose any portion of the common elements or limited common elements for the purpose of establishing private court yards subsequent to the building being erected without first obtaining prior written consent from the Board.

(v) Unit owners who desire to add storm doors or wrought iron gates to court yards do so all at their own cost and maintenance after first obtaining the written consent of the Board.

(14) SECURITY

In order to protect person and property within Coach Gate and Coach House, a security system consisting guard stations and the equipment therein, TV antenna, lights, conduits, wiring, alarms, a switch board system in the Club House, and any and all other incidental features connected therewith shall be installed within the projects and the administration thereof shall be vested in "Coach Gate". All of the foregoing equipment of whatever character and wherever installed shall be deemed the property of all tracts shown on the recorded plats. Coach Gate and Coach House may, but shall not be required to, hire a security guard or guards.

To determine the method of payment for said security system from each unit owner, the Board of Directors of Coach Gate shall divide the total number of units in the projects known as Coach Gate and Coach House, along with any other apartment or condominium unit projects benefitting thereby, fronting said private roadway described herein, into the total amount of the estimated annual security expense. The result shall produce the charge for each Unit in each project and the total charge for each project shall be divided into 12 monthly payments. Each monthly payment shall be paid by each Project out of its general maintenance fund to the Board of Coach Gate, who in turn will disburse and pay accounts payable for said security system. The board of Coach Gate shall collect from its Unit owners a similar charge to be paid into its general maintenance fund in like manner. Each Unit owner and each rental Unit shall pay according to the Unit owner's percentage of interest in the common areas.

(15) CONDEMNATION

In the event that any governmental agency shall condemn any building or buildings or take any part of the general common elements, the Board shall immediately, after said taking, adjust the interest in the common elements (should they change) and file an Amendment in the County Clerk's Office setting forth the unit numbers and the adjusted percentage interest in the common elements.

(16) VIOLATION OF DECLARATION-LIENS AND ASSESSMENTS

The violation of any restriction or condition or regulation adopted by the Board of the breach of any covenant or provision herein contained or contained in the Kentucky Condominium Act as amended shall give the Board the right, in addition to any other rights provided for in this 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, said expense shall include attorney fees and costs, 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 Board, or its employees or agents, shall not thereby be deemed guilty in any manner or trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The violating unit owner shall be responsible for all attorney fees and costs that the Council incurs as a result of any violation. Furthermore, if any unit owner (either by their own conduct or by the conduct of any other occupant of their unit) shall violate any of the covenants of this Master Deed or the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as a unit owner and to continue to occupy, use or control their unit, and thereupon an action in equity may be filed by the Board 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, and control the unit owned by him on account of the breach of covenants and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to or free of any lien of any existing mortgage, at the Mortgagees discretion or election) 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 re-acquiring their interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. 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 condition of any sale and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Master Deed. The unit owner shall be responsible for all attorney fees and costs should any legal proceeding be filed by the Council.

All co-owners are bound to contribute in accordance with their percentage of common interest toward the expenses of administration and of maintenance, repairs and replacement reserves of the general common elements, and, toward any other expenses lawfully assessed under this Master Deed and/or by the council of co-owners. No owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment of the common elements, both general and limited, or by abandonment of the unit belonging to owner; provided, abatement or reduction in an owner's contribution may be granted by the council of co-owners for a reasonable period of time, during which a unit is uninhabitable as the result of damage or destruction.

All sums assessed by the Council of Co-owners but unpaid for the unit's share of the common expenses constitute a lien on such unit prior to all other liens, except only liens for taxes and assessments lawfully imposed by a governmental authority against such unit, and all sums unpaid on first mortgages of record. Such lien may be enforced by a suit by the board representing the council of co-owners in like manner as a mortgage of real property, with the owner being responsible for all of the Council's attorney fees and costs. In any such enforcement action, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such enforcement action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of the unit owners, shall have power, to bid in the unit at Court sale, and to acquire and to hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses of an owner shall be maintainable without lien enforcement or waiving the lien securing the same.

(17) GRANTEES

Each grantee of a Unit, 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 posers created or reserved by this Master Deed and the provisions of the Condominium Property Law, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations herein imposed shall be deemed and taken to be covenants running with the Unit, and shall bind any person having at any time any interest or estate in said Unit, and shall inure to the benefit of such owner in like

manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

(18) INCORPORATION OF ASSOCIATION

Colston has heretofore caused the formation of a Kentucky not-for-profit corporation known as "Coach Gate, Inc.," to act as the Council of Co-owners as previously defined in KRS 381.810 (4 & 5) and as the governing body for all unit owners in the administration and operation of the property.

(a) 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 their Unit, at which time the new Unit owner or owners shall automatically become a member therein.

(19) 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 breached may occur.

(20) NOTICE

Notices required or permitted to be given to the Council, the Board, or any Unit owner may be delivered in person or by mail to any officer of the Council, member of the Board, or such Unit owner at their Unit.

(21) AMENDMENTS

(a) The provisions of Paragraph 6, supra, establishing the percentage interests appurtenant to each Unit in the common elements have been allocated when the Units were completed and previous additions were made by Colston by amendment to the original Master Deed. If it is found that an error exists on the part of the draftsman of the original Master Deed or on the part of the engineer, on any plans previously filed and recorded for the regime, by an omission or inadvertent mistake, an Amendment setting forth the error and correction may be filed by the Board without the consent of any other party thereto and shall become part of this Amended and Restated Master Deed. After the construction period, no further change shall be made except by Amendment procedures immediately following.

(b) The provisions of this Master Deed shall be amended, changed or modified by an instrument in writing setting forth such Amendment, change or modification signed and acknowledged by owners

of at least 80 percent of all Units. The By-Laws of the Association, shall be amended, changed or modified only by an instrument in writing, setting forth such Amendment, change or modification signed by the majority of the Co-owners.

(22) VIOLATION OF CERTAIN RULES

If any of the privileges, covenants or rights created by this Master Deed shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, then such privileges, covenants or right shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incorporators of Coach Gate, Inc.

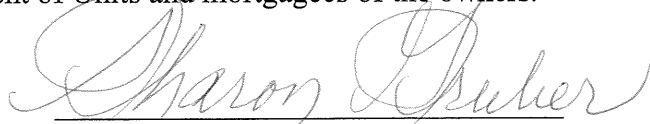
(23) SEVERABILITY

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

(24) CONSTRUCTION

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium project.

As the duly elected and acting Secretary of the Coach Gate, Inc., I certify the foregoing signatures constitute at least eighty percent of Units and mortgagees of the owners.



Sharon Gruber, Secretary

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me this 19 day of June, 2018 by Sharon Gruber, as Secretary of Coach Gate, Inc.

My Commission Expires: 12/08/2019

Laura Shaw

NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT A – Page 1 of 3

A	B	C	D	E
Bldg	Unit	Sq.Ft.	Percentage	Street Address
1	101	2027	1.051%	5600 Coach Gate Wynde
1	102	1904	0.988%	5602 Coach Gate Wynde
1	103	1904	0.988%	5604 Coach Gate Wynde
1	104	2027	1.051%	5606 Coach Gate Wynde
2	105	2027	1.051%	5608 Coach Gate Wynde
2	106	1904	0.988%	5610 Coach Gate Wynde
2	107	1904	0.988%	5612 Coach Gate Wynde
2	108	2027	1.051%	5614 Coach Gate Wynde
3	109	1662	0.862%	5700 Coach Gate Wynde
3	110	2036	1.056%	5702 Coach Gate Wynde
3	111	2036	1.056%	5704 Coach Gate Wynde
3	112	2013	1.044%	5706 Coach Gate Wynde
4	113	2455	1.274%	5708 Coach Gate Wynde
4	114	2456	1.274%	5710 Coach Gate Wynde
5	117	1771	0.919%	5716 Coach Gate Wynde
5	118	1771	0.919%	5718 Coach Gate Wynde
5	119	1771	0.919%	5720 Coach Gate Wynde
5	120	1350	0.700%	5722 Coach Gate Wynde
5	121	1350	0.700%	5724 Coach Gate Wynde
5	122	1771	0.919%	5726 Coach Gate Wynde
5	123	1771	0.919%	5728 Coach Gate Wynde
5	124	1771	0.919%	5730 Coach Gate Wynde
6	125	2089	1.084%	5801 Coach Gate Wynde
6	126	2089	1.084%	5803 Coach Gate Wynde
7	127	1769	0.918%	5805 Coach Gate Wynde
7	128	1772	0.919%	5807 Coach Gate Wynde
8	129	1811	0.939%	5809 Coach Gate Wynde
8	130	1812	0.939%	5811 Coach Gate Wynde
9	135	1827	0.948%	5801 Creighton Hill Rd.
9	136	1827	0.948%	5803 Creighton Hill Rd.
9	137	2335	1.211%	5805 Creighton Hill Rd.
9	138	2335	1.211%	5807 Creighton Hill Rd.
9	139	1827	0.948%	5809 Creighton Hill Rd.
9	140	1827	0.948%	5811 Creighton Hill Rd.
10	141	1746	0.906%	1208 Creighton Hill Rd.
10	142	1746	0.906%	1206 Creighton Hill Rd.
10	143	2338	1.213%	1204 Creighton Hill Rd.
10	144	2338	1.213%	1202 Creighton Hill Rd.
10	145	1958	1.016%	1200 Creighton Hill Rd.
11	152	1912	0.992%	1200 Wellington Place
11	153	1746	0.906%	1202 Wellington Place
11	154	1912	0.992%	1204 Wellington Place
12	155	2140	1.110%	1223 Wellington Place
12	156	2186	1.134%	1221 Wellington Place
12	157	1734	0.899%	1219 Wellington Place
12	158	1734	0.899%	1217 Wellington Place
12	159	2200	1.141%	1215 Wellington Place

EXHIBIT A – Page 2 of 3

A	B	C	D	E
Bldg	Unit	Sq.Ft.	Percentage	Street Address
12	160	2125	1.102%	1213 Wellington Place
13	161	2042	1.059%	1211 Wellington Place
13	162	2109	1.094%	1209 Wellington Place
14	163	2054	1.067%	1207 Wellington Place
14	164	1730	0.897%	1205 Wellington Place
14	165	1730	0.897%	1203 Wellington Place
14	166	2055	1.066%	1201 Wellington Place
15	167	1780	0.924%	5901 Creighton Hill Rd.
15	168	1777	0.922%	5903 Creighton Hill Rd.
16	169	1782	0.925%	5905 Creighton Hill Rd.
16	170	2020	1.048%	5907 Creighton Hill Rd.
16	171	2019	1.047%	5909 Creighton Hill Rd.
16	172	1796	0.932%	5911 Creighton Hill Rd.
17	173	1881	0.976%	5912 Creighton Hill Rd.
17	174	2415	1.253%	5910 Creighton Hill Rd.
17A	175	1917	0.995%	5908 Creighton Hill Rd.
18	194	1662	0.862%	1109 Chamberlain Hill Rd.
18	195	1681	0.872%	1108 Wellington Place
18	196	1681	0.872%	1104 Wellington Place
18	197	1662	0.862%	1101 Chamberlain Hill Rd.
18	198	1748	0.907%	1107 Chamberlain Hill Rd.
18	199	1609	0.835%	1105 Chamberlain Hill Rd.
18	200	1748	0.907%	1103 Chamberlain Hill Rd.
19	202	2079	1.079%	5800 Creighton Hill Rd.
19	203	1702	0.883%	5802 Creighton Hill Rd.
19	204	1702	0.883%	5804 Creighton Hill Rd.
19	205	1752	0.909%	1112 Chamberlain Hill Rd.
20	226	1412	0.733%	1110 Chamberlain Hill Rd.
20	227	1952	1.013%	1110 Chamberlain Hill Rd.
20	228	1952	1.013%	1110 Chamberlain Hill Rd.
20	229	1412	0.733%	1110 Chamberlain Hill Rd.
20	230	1412	0.733%	1110 Chamberlain Hill Rd.
20	231	1952	1.013%	1110 Chamberlain Hill Rd.
20	232	1952	1.013%	1110 Chamberlain Hill Rd.
20	233	1412	0.733%	1110 Chamberlain Hill Rd.
21	214	2279	1.183%	1106 Chamberlain Hill Rd.
21	215	2134	1.107%	1104 Chamberlain Hill Rd.
21	216	2134	1.107%	1102 Chamberlain Hill Rd.
21	217	1752	0.909%	1100 Chamberlain Hill Rd.
22	176	2039	1.058%	5906 Creighton Hill Rd.
22	177	1993	1.034%	5904 Creighton Hill Rd.
22	178	1967	1.021%	5902 Creighton Hill Rd.
23	218	1665	0.864%	5900 Creighton Hill Rd.
23	219	1965	1.019%	5900 Creighton Hill Rd.
23	220	1965	1.019%	5900 Creighton Hill Rd.
23	221	1665	0.864%	5900 Creighton Hill Rd.
23	222	1665	0.864%	5900 Creighton Hill Rd.

23	223	1965	1.019%	5900 Creighton Hill Rd.
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EXHIBIT A – Page 3 of 3

A	B	C	D	E
Bldg	Unit	Sq.Ft.	Percentage	Street Address
23	224	1965	1.019%	5900 Creighton Hill Rd.
23	225	1665	0.864%	5900 Creighton Hill Rd.
24	179	1176	0.610%	5813 Coach Gate Wynde
24	180	1183	0.614%	5813 Coach Gate Wynde
24	181	1183	0.614%	5813 Coach Gate Wynde
24	182	1176	0.610%	5813 Coach Gate Wynde
24	183	1209	0.627%	5813 Coach Gate Wynde
24	184	1183	0.614%	5813 Coach Gate Wynde
24	185	1183	0.614%	5813 Coach Gate Wynde
24	186	1209	0.627%	5813 Coach Gate Wynde
		192752	100.000%	