

**MASTER DEED AND DECLARATION
OF
HORIZONTAL PROPERTY REGIME**

THE LOFTS AT MAIN & ROSE

THIS MASTER DEED, and Declaration (the "Master Deed"), made and entered into in Lexington, Fayette County, Kentucky, this 31st day of October, 2007, by Main & Rose, LLC, a Kentucky limited liability company, with its principal office as 840 East High Street, Lexington, Kentucky 40502 (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is the owner of a tract of land along with the improvements, easements, rights of way and appurtenances thereunto belonging, situated, lying and being in the City of Lexington, County of Fayette, State of Kentucky, which said land along with all of its appurtenances are hereinafter referred to as the "Property" and which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, it is the express desire and intention of the Grantor to submit portions of the Property to a horizontal property regime pursuant to the terms and conditions of this Master Deed and the Horizontal Property Law, Section 381.805 through 381.910 of the Kentucky Revised Statutes, as amended (the "Act"), which shall be known as "The Lofts at Main & Rose" (hereinafter sometimes referred to as the "Condominium Community"); and

WHEREAS, the Grantor desires to provide for the administration of the said horizontal property regime by a nonprofit, incorporated owners association known as "The Lofts at Main & Rose Condominium Owners Association, Inc. (the "Association") which will be delegated and assigned powers of maintaining and administering the common areas and facilities on the Property, of administering and enforcing the covenants and restrictions created in this Master Deed, and of levying, collecting and disbursing the assessments and charges created in this Master Deed, and of taking any steps or performing any acts deemed necessary of appropriate to preserve the values of condominium units within the Property and to promote the recreation, health, safety and welfare of the unit owners. Said Association shall consist of all the Co-Owners as defined herein, each of whose membership shall automatically arise with ownership of a Unit, as defined herein, in the Condominium Community and cease with the termination of such ownership, all in accordance with the provisions of this Master Deed and Declaration and the Bylaws attached hereto as Exhibit "B" and made a part hereof. In order to accomplish the foregoing, Grantor is entering into this Master Deed.

NOW THEREFORE,

FIRST: The Grantor does hereby, pursuant to the powers vested in it as owner of the above described Property and the powers vested in it by the Act, now declare, establish and create "The Lofts at Main & Rose", as a horizontal property regime pursuant to the Act and does hereby submit portions of the Property to said condominium regime in accordance with the terms and conditions of this Master Deed and Declaration and the attached Bylaws and the floor plans required by KRS 381.835 (the "Plans") recorded in the Office of the Fayette County Clerk, in Lexington, Kentucky, in Condominium Plat ^{Caravan} Book G, ^{Slides} Pages 917 through 922, and such amended Plans as may hereafter be recorded, all of which said Plans are hereby incorporated by reference herein and made a part hereof. 1/28/11

PROVIDED, HOWEVER, the Grantor reserves unto itself, its successors and assigns, the right to make adjustments in the Plans as provided herein. Grantor specifically reserves the right (without any obligation), from time to time, within twenty (20) years of the date of recording of this Declaration, to amend the Master Deed to the extent of adding additional real property within the block bordered by Main Street, Eastern Avenue, Short Street and Elm Tree Lane not currently included in the Property ("Additional Land"), any structure constructed on the Property or the Additional Land, including townhomes (the "Buildings"), Units and Common Area (collectively "Additional Property") to the Condominium Project, and once added by amendment to Master Deed ("Amendment to Master Deed") described below, shall have the same rights and privileges as herein granted. An irrevocable power coupled with an interest is hereby granted and reserved to Grantor, its successors and assigns, to shift and reallocate from time to time the percentage of ownership in the Common Elements (both General and Limited as defined herein below) appurtenant to each Unit to the percentages set forth in each Amendment to Master Deed pursuant to this paragraph. Each execution of a deed of conveyance, mortgage or other instruments with respect to a Unit and the acceptance thereof, shall be deemed a grant and acknowledgement of conclusive evidence of the parties thereto, to the consent of such reservation of power to the Grantor as attorney in fact or agent and shall be deemed to reserve to Grantor and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the Common Elements appurtenant to each Unit as set forth in each such recorded Amendment to Master Deed.

Further, Grantor specifically reserves unto itself and its successors and assigns, the right to determine the location of and locate and construct all further Units and Buildings or other improvements on the Property and the Additional Land areas not yet included as Common Elements. Nothing herein shall obligate Grantor to commence or complete construction of any improvements on any Additional Land or to dedicate any Additional Land not submitted to the Association herein. Further, to the extent permitted by law, until the construction of the improvements on the Additional Land are completed and ready for occupancy, there shall be reserved to Grantor the right to the use and sole possession of the Common Area land necessary for such construction and access thereto; provided however, until such time as such construction commences, such Common Area shall be maintained by the Association as provided herein and in the Bylaws.

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

- (a) The portion of the additional Common Area described in each such Amendment to Master Deed shall be governed in all respects by the provisions of this Master Deed.
- (b) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amendment to Master Deed and upon the recording of each such Amendment to Master Deed, the amount by which such percentage appurtenant to the Unit is reduced, as set forth in each such recorded Amendment to Master Deed, shall thereby be and be deemed to be released and divested from such Unit and reconveyed and reallocated amount the Unit Owners as set forth in each such recorded Amendment to 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 each Amendment to Master Deed, be divested to the reduced percentage set forth in such Amendment to Master Deed and vested among the other owners, mortgagees and others owning an interest in any other Unit in accordance with the terms and percentages of each such recorded Amendment to Master Deed.
- (d) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amendment to Master Deed and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amendments to Master Deed are recorded.
- (e) Each owner shall have a perpetual easement, appurtenant to his Unit for the use of any additional Common Elements annexed thereto by and described in any recorded Amendment to Master Deed for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easement granted to the owner of specific Units as may be provided in any such Amendment to Master Deed.
- (f) The recording of each such Amendment to Master Deed shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.
- (g) Each owner by acceptance of a deed to a Unit, agrees for himself, herself or itself and all those claiming thereunder, including mortgagees, that this Master Deed and each Amendment to Master Deed is and shall be deemed to be in accordance with the Horizontal Property Law, and any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amendment to Master Deed shall be deemed to be made by agreement of all Unit Owners.

- (h) Grantor reserves the right to amend this Master Deed in such manner, and each Owner agrees to execute and deliver such documents, if necessary, or desirable to cause the provisions of this paragraph to comply with the Act, as it may be amended from time to time.
- (i) Individual Unit Owners shall not be included within the meaning of successors and assigns as used in this paragraph.

SECOND: The Property is submitted in accordance with the terms and conditions of this Master Deed and such submission is subject to modification as provided herein. The present and planned improvements consist of ninety-five (95) residential condominium dwelling units, or apartments, as more particularly described hereinafter in paragraph THIRD (and hereinafter referred to as "Residential Units") and the supporting improvements at the first level, including the Residential Parking Garage, plus approximately 25,000 square feet of condominium commercial space to be divided into Units (hereinafter the "Commercial Units") at the first level, and including the Commercial Parking Garage. The areas of the Property and of the building are shown on the recorded Plans. The legal description of each Unit shall consist of its Unit Number as reflected in the recorded Plans followed by the words "The Lofts at Main & Rose Horizontal Property Regime". Each Unit, whether Residential or Commercial, is capable of individual utilization, having its own exit to common elements of the Condominium Community. Each of the Units, as more particularly described herein, is hereby declared to be in Fee Simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real estate independent of the other individual Units, by or to one or more owners (herein referred to as "Co-Owners"), each Co-Owner being a person, corporation, trust or any other legal entity, or any combination thereof, which obtains a particular and unique property right in the Unit or Units and an undivided interest in the General and Limited Common Elements as defined hereinafter in paragraph THIRD, all of the above in accordance with the provision of the Act and subject to the conditions herein set forth above.

THIRD: The Condominium Community is hereby divided in the manner and to the extent described herein and in the recorded Plans into (a) Residential Condominium Units; (b) Commercial Condominium Units; (c) General Common Elements; (d) Limited Common Elements; (e) Residential Limited Common Elements; and (f) Commercial Limited Common Elements.

- (a) Units: "Unit" shall mean a constructed, enclosed space within the Buildings as described herein, whether residential or commercial, that is capable of individual utilization, with its own exit to common elements of the Condominium Community.
- (b) Residential Units: "Residential Units" shall mean and refer to the ninety-five (95) Units within the Building that are not identified as Commercial Units on the Plans, which are restricted to residential use, and include the out door room as shown on the Plans. No Residential Unit may be subdivided, or re-combined without the

prior written approval of the Board of Directors except as provided in paragraph THIRTEEN (c).

- (c) Commercial Units: "Commercial Units" shall mean and refer to any Unit on the first floor of the Building. The Commercial Units may be subdivided and combined provided that each Commercial Unit shall be comprised of a minimum of five hundred (500) square feet. In order for any Commercial Unit Owner to exercise its rights to subdivide or recombine, it shall prepare, at its expense, an amendment to this Master Deed and a plat which identifies the applicable existing Commercial Unit(s) involved, describes and depicts the boundaries of the applicable new Commercial Units into which the applicable existing Commercial Units(s) have been subdivided or re-combined, gives the dimensions and floor area and each newly created Commercial Unit and allocates the Common Elements Interest between the Commercial Units. The Association, by and through its President, shall execute such amendment and plat within five (5) business days so long as such amendment and plat (i) comply with all applicable laws and ordinances, and (ii) comply with all other provisions of this Master Deed and the Association hereby grants the Grantor and its successors and assigns an Irrevocable Power of Attorney to execute, acknowledge and record for and on behalf of the Association any such documentation that is not executed in a timely manner. The Commercial Unit Owner shall then, at its sole cost and expense, (i) execute the amendment, (ii) cause the amendment to be executed any other necessary party, (iii) cause the amendment to be recorded and indexed in the Fayette County Clerk's Office in the names of the Commercial Unit Owner(s) and the Condominium Community, and (iv) provide copies of the recorded plat and amendment to the Association as soon as available after recording. Notwithstanding anything herein to the contrary, the Association's approval of any amendment or plat submitted pursuant to this provision shall not be deemed to be a representation or warranty by the Association that the subject matter of such plat or amendment is suitable for its intended purposes or that such plat or amendment, or the subject matter thereof, complies with any applicable law, ordinance, rule or regulation. The subdivision or re-combination of Commercial Units shall have no effect on the Common Elements Interest allocated to any Residential Unit. Any amendment to the Master Deed subdividing or re-combining any Commercial Unit(s) shall state the Common Elements Interest for all Commercial Units as determined by dividing such aggregate percentage among the Commercial Units in accordance with their respective floor areas. Any amendment to the Master Deed subdividing any Commercial Unit(s) shall state the (i) Percentage Interest and (ii) the Percentage for Assessing Maintenance Fees, each as determined by dividing the applicable aggregate percentage among the Commercial Units in accordance with their respective floor areas.

(d) Unit Boundaries:

- 1) The lower vertical boundary of any such Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper

surface of the unfinished surface of the floors or subfloors thereof, extended to intersect the lateral or perimetrical boundaries thereof.

- 2) The upper vertical boundary of any such Unit is a horizontal plane (or planes), the elevation of which coincides with the lower surface of the unfinished ceiling thereof, extended to intersect the lateral or perimetrical boundaries thereof. In the event that the ceiling of a Unit incorporates exposed beams, the upper boundary shall extend to the lower exterior of such beams.
- 3) The lateral or perimetrical boundaries of any Exterior Wall of a Unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls of the Unit, to include the perimeter dry wall, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries of the Unit. Storage closets, mechanical closets and mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as outdoor rooms, appliances, range hoods, fireplaces, flues, electrical receptacles and outlets, air-conditioning compressors and other heating or air-conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings consisting of, inter alia and as appropriate, wallpaper, paint, plaster and flooring of all types. All pipes, wires, conduits or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

- (e) General Common Elements. The General Common Elements shall consist of those areas and facilities which are not Units as hereinabove defined, which shall include, without limitation: (i) the Property and the easement rights and other property rights appurtenant to the Property; (ii) the improvements located on the Property; (iii) the foundations, roofs, columns, girders, beams, supports, exterior and interior load-bearing walls, floors within and between Units and all other structural elements of the Building; (iv) all rights and obligation pursuant to the terms of the Easement; (v) all tangible personal property required for the operation and maintenance of the Condominium Community that may be owned by the Association; and (vi) all other portions of the Property (excluding the Units) not otherwise allocated as a Limited Common Element below.

The General Common Elements shall be owned in common by all of the Co-Owners. The General Common Elements shall remain undivided and no Co-Owner shall bring any action for partition or division of the whole or any part thereof.

(f) Limited Common Elements. The Limited Common Elements consist of those so designated on the Plans and such others as are agreed upon by all of the Co-Owners to be reserved for the exclusive use of a certain Unit or certain number of Units. These Limited Common Elements are reserved for the exclusive use and benefit of the owners of the Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation in the Plans recorded contemporaneously herewith and may also be expanded to include such other plans or areas as shall be agreed upon by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or number of Units. Each Limited Common Element is owned in common by all of the Co-Owners but restricted to the exclusive use and benefit of the Unit or Units to which it is declared and acknowledged to be appurtenant and which exclusive rights and benefits may not be altered, diminished or changed. The Limited Common Elements shall include, without limitation:

- 1) those portions of any chute, flue, duct, wire, pipe for water or sewer, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside the designated boundaries of a Unit, but serving exclusively that Unit, which shall be Limited Common Elements allocated exclusively to that Unit,
- 2) Any porches (but excluding any railings or walls enclosing the foregoing) or other fixtures designated to serve a single Unit, but located outside that Unit's boundaries, which shall be Limited Common Elements allocated exclusively to that Unit,
- 3) Any portion so the heating, ventilating, and air conditioning systems, including a rooftop heat pump for each Unit, and all fans, compressors, return air grills and thermostats, whether located inside or located outside the designated boundaries of a Unit, which shall be Limited Common Elements allocated exclusively to the Unit or Units that they serve, and
- 4) Those areas indicated as Limited Common Elements on the Plans.

(g) Commercial Limited Common Elements. The following are hereby designated as Limited Common Elements ("Commercial LCEs") reserved for the exclusive use of the Commercial Units:

- 1) the first level of the parking garage (the "Commercial Parking Garage"),
- 2) the lawn, landscaping, lighting, sidewalk, driveways, parking spaces and other areas which border Main Street and Elm Tree (Rose Street),
- 3) the Plaza Area as shown on the Plans,

- 4) all electrical meters serving the Commercial Limited Common Elements, and
 - 5) the Commercial trash facilities as shown on the Plans.
- (h) Residential Limited Common Elements. The following are hereby designated as Limited Common Elements ("Residential LCEs") reserved for the exclusive use of the Residential Units:
- 1) the second level of the parking garage (the "Residential Parking Garage"),
 - 2) the lawn, landscaping, lighting, sidewalk, driveways, parking spaces and other areas which border Short Street and Eastern Avenue, but subject to the reserved rights of the Grantor hereinafter set forth.
 - 3) the Rooftop Courtyards as shown on the Plans,
 - 4) All exterior walls, doors, windows and railings or wall enclosing any porches, decks, balconies or outdoor rooms;
 - 5) the common trash facilities located in the Building as shown on the Plans,
 - 6) the elevators and all mechanical appearances thereto,
 - 7) the entrance/lobby, all interior hallways and stairways, manager's office, mail room, exercise room and janitor closets and other interior rooms and improvements intended to serve the Residential Units only,
 - 8) the Security System, and
 - 9) all electrical meters serving the Residential Limited Common Elements.

Provided, however, the Grantor reserves the right to further develop the surface parking lot at the southwest corner of the intersection of North Eastern Avenue and East Short Street ("Eastern Avenue Lot") as hereinafter provided and the Residential LCE as to such parking lot is limited to the right to use fifty (55) parking spaces subject to the rights of the Developer hereinafter set forth. Further provided, that the Grantor reserves the right to convey the land along East Short Street ("Short Street Lot") near the southeast corner of the intersection of Elm Tree Lane in connection with another development as hereinafter provided.

FOURTH: Each Co-Owner shall have an undivided ownership interest in the General and Limited Common Elements and shall share, as assessed in accordance with the provisions of this Master Deed and Declaration and the Bylaws, in the expenses of operating and maintaining the General Common Elements. The Association shall pay all expenses associated with the General Common Elements and the Limited Common Elements serving the Residential Units, except insofar as the Bylaws require the Co-Owner of a Unit, to which the use and enjoyment of

Limited Common Elements are reserved, to be responsible for the normal maintenance of those particular Limited Common Elements, and the Residential LCE's, in accordance with the percentage attributable to such Co-Owner's Unit, as hereinafter described.

The cost and obligation of maintaining the Commercial LCEs shall be borne by the Commercial Unit Owners and will not be paid by or through the Association, in the proportion that each Commercial Unit's square footage bears to the total number of square feet in all of the Commercial Units. The cost of maintaining the Residential LCEs shall be borne by the Residential Unit Owners, through the Association, in the proportion that each Residential Unit's square footage bears to the total number of square feet in all of the Residential Units. The cost and obligation of maintaining the General Common Elements that are neither Commercial LCEs nor Residential LCEs shall be divided and shared such that the Commercial Unit(s) shall pay twenty five (25%) percent of the nineteen and fifty four hundredths (19.54%) percent of the Individual Percentage Interest attributable to the square footage of the Commercial Units or four and eighty eight hundredths (4.88%) percent of the cost of maintaining the General Common Elements that are neither Commercial LCEs nor Residential LCEs. Such allocation reflects that the Residential Units impose a greater burden on the General Common Elements than the Commercial Units and the Commercial Units derive less benefit from the General Common Elements than the Residential Units.

The use of the General and all Limited Common Elements shall be governed by the Easements contained herein, the Bylaws and the rules and regulations as adopted from time to time by the Association and by which each of the Co-Owners has agreed to abide.

Tabulated below, according to Unit designations and types corresponding to and reflected in the floor plans, are all of the Units in the Condominium Community, and the percentage of valuation of each of the Units, including each Unit's proportionate share of the valuation of the General and applicable Limited Common Elements, which percentage is sometimes referred to in this Master Deed and the Bylaws as the "Individual Percentage Interest".

**Residential
Units**

| Unit # | Sq Ft | Percentage Interest | Percentage for Assessing Maintenance Fees |
|--------|-------|---------------------|---|
| 201 | 1275 | 0.87% | 1.00% |
| 202 | 1771 | 1.21% | 1.39% |
| 203 | 1457 | 1.00% | 1.14% |
| 204 | 2027 | 1.39% | 1.59% |
| 205 | 816 | 0.56% | 0.64% |
| 206 | 816 | 0.56% | 0.64% |
| 207 | 801 | 0.55% | 0.63% |

| Unit # | Sq Ft | Percentage Interest | Percentage for Assessing Maintenance Fees |
|--------|-------|---------------------|---|
| 208 | 1275 | 0.87% | 1.00% |
| 209 | 1229 | 0.84% | 0.96% |
| 210 | 1293 | 0.89% | 1.01% |
| 211 | 1068 | 0.73% | 0.84% |
| 212 | 1293 | 0.89% | 1.01% |
| 213 | 1061 | 0.73% | 0.83% |
| 214 | 1293 | 0.89% | 1.01% |
| 215 | 1061 | 0.73% | 0.83% |
| 216 | 1293 | 0.89% | 1.01% |
| 217 | 1068 | 0.73% | 0.84% |
| 218 | 1293 | 0.89% | 1.01% |
| 219 | 1229 | 0.84% | 0.96% |
| 220 | 801 | 0.55% | 0.63% |
| 221 | 1273 | 0.87% | 1.00% |
| 222 | 816 | 0.56% | 0.64% |
| 223 | 816 | 0.56% | 0.64% |
| 224 | 925 | 0.63% | 0.73% |
| 225 | 1297 | 0.89% | 1.02% |
| 226 | 1772 | 1.21% | 1.39% |
| 227 | 1300 | 0.89% | 1.02% |
| 228 | 1349 | 0.92% | 1.06% |
| 229 | 2216 | 1.52% | 1.74% |
| 230 | 1578 | 1.08% | 1.24% |
| 231 | 1272 | 0.87% | 1.00% |
| 232 | 1566 | 1.07% | 1.23% |
| 301 | 1275 | 0.87% | 1.00% |
| 302 | 1771 | 1.21% | 1.39% |
| 303 | 1457 | 1.00% | 1.14% |
| 304 | 2027 | 1.39% | 1.59% |
| 305 | 816 | 0.56% | 0.64% |
| 306 | 816 | 0.56% | 0.64% |
| 307 | 801 | 0.55% | 0.63% |
| 308 | 1275 | 0.87% | 1.00% |
| 309 | 1229 | 0.84% | 0.96% |
| 310 | 1293 | 0.89% | 1.01% |
| 311 | 1068 | 0.73% | 0.84% |
| 312 | 1293 | 0.89% | 1.01% |
| 313 | 1061 | 0.73% | 0.83% |
| 314 | 1293 | 0.89% | 1.01% |
| 315 | 1061 | 0.73% | 0.83% |
| 316 | 1293 | 0.89% | 1.01% |
| 317 | 1068 | 0.73% | 0.84% |
| 318 | 1293 | 0.89% | 1.01% |
| 319 | 1229 | 0.84% | 0.96% |
| 320 | 801 | 0.55% | 0.63% |

| Unit # | Sq Ft | Percentage Interest | Percentage for Assessing Maintenance Fees |
|-----------------------|----------------|------------------------|---|
| 321 | 1273 | 0.87% | 1.00% |
| 322 | 816 | 0.56% | 0.64% |
| 323 | 816 | 0.56% | 0.64% |
| 324 | 925 | 0.63% | 0.73% |
| 325 | 1297 | 0.89% | 1.02% |
| 326 | 1772 | 1.21% | 1.39% |
| 327 | 1300 | 0.89% | 1.02% |
| 328 | 1349 | 0.92% | 1.06% |
| 329 | 2216 | 1.52% | 1.74% |
| 330 | 1578 | 1.08% | 1.24% |
| 331 | 1272 | 0.87% | 1.00% |
| 332 | 1566 | 1.07% | 1.23% |
| 401 | 1275 | 0.87% | 1.00% |
| 402 | 1771 | 1.21% | 1.39% |
| 403 | 1457 | 1.00% | 1.14% |
| 404 | 2027 | 1.39% | 1.59% |
| 405 | 816 | 0.56% | 0.64% |
| 406 | 816 | 0.56% | 0.64% |
| 407 | 801 | 0.55% | 0.63% |
| 408 | 1275 | 0.87% | 1.00% |
| 409 | 1229 | 0.84% | 0.96% |
| 410 | 1293 | 0.89% | 1.01% |
| 411 | 1068 | 0.73% | 0.84% |
| 412 | 1293 | 0.89% | 1.01% |
| 413 | 1061 | 0.73% | 0.83% |
| 414 | 1293 | 0.89% | 1.01% |
| 415 | 1061 | 0.73% | 0.83% |
| 416 | 1293 | 0.89% | 1.01% |
| 417 | 1068 | 0.73% | 0.84% |
| 418 | 1293 | 0.89% | 1.01% |
| 419 | 1229 | 0.84% | 0.96% |
| 420 | 801 | 0.55% | 0.63% |
| 421 | 1273 | 0.87% | 1.00% |
| 422 | 816 | 0.56% | 0.64% |
| 423 | 816 | 0.56% | 0.64% |
| 424 | 925 | 0.63% | 0.73% |
| 425 | 1297 | 0.89% | 1.02% |
| 426 | 1772 | 1.21% | 1.39% |
| 427 | 1300 | 0.89% | 1.02% |
| 428 | 1349 | 0.92% | 1.06% |
| 429 | 2216 | 1.52% | 1.74% |
| 430 | 3182 | 2.18% | 2.50% |
| 431 | 1272 | 0.87% | 1.00% |
| SUB- TOTAL | 121,238 | 83.03% | 95.14% |

| Commercial Units | | | | |
|------------------|---------|---------------------|---|--|
| Unit # | Sq Feet | Percentage Interest | Percentage for Assessing Maintenance Fees Shared with Residential Units | Percentage for Assessing Maintenance Fees of Commercial Expenses |
| Retail | 24,783 | 16.97% | 4.86% | 100% |
| TOTAL | 146,021 | 100.0% | 100.0% | |

The method of assessment of the expenses of operating and maintaining the General, Common and Limited Common Elements shall be subject to the following proviso: All unsold and unoccupied units which remain owned by the Grantor shall be exempt from the regular expense assessment, and the Grantor shall bear no liability to the Association of Co-Owners as a result of retaining ownership of any units, provided those units remain unsold and unoccupied. Provided, further, that in no event shall any Co-Owner be assessed for more than the regular monthly assessment that the Owner would pay if ninety percent (90%) of the total percentage interest in the condominiums had been transferred, and the Grantor shall pay any deficiency toward the normal operational expenses. However, each of the other units shall contribute the full amount budgeted for that unit and that all assessments (except for the reserve amount) shall be utilized in the operation of the condominium with any deficiency to be paid by the Grantor. Assessments shall be paid monthly.

The interests in the Common Elements allocated to each Unit shall not be conveyed, devised, encumbered, partitioned or otherwise dealt with separately from said Unit, and the interests in the Common Elements allocated to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest are not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any conveyance, mortgage or other instrument which purports to grant any right, interests or lien in, to or upon the Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit's allocated interests in the Common Elements unless the same purports to convey, devise, encumber or otherwise deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit, shall describe said Unit by the identifying number assigned thereto on the Plans and herein without limitation or exception shall be deemed and construed to affect the entire Unit and its allocated interest in the Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its allocated interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety or any other form by law permitted.

FIFTH: The administration of the Condominium Community shall be by the Association through the Board in accordance with the provisions of this Master Deed and with the provisions of the Bylaws. All of the Co-Owners shall together constitute the Association. Every Co-Owner of a Unit who is current in the payment of his or her expense assessments, shall automatically be a member of the Association and shall remain a member of the Association until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Unit, membership in the Association shall be non-transferable, and any attempted transfer shall be null and void.

SIXTH: In the event any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if such encroachment shall occur hereafter as a result of the settling or shifting of the Building, there shall exist a valid easement for the encroachment and for the maintenance of same for so long as the Building shall stand. In the event that the building is partially or totally destroyed and is then rebuilt in substantially the same location and form, and as a result of such building or rebuilding any portion of the General and Limited Common Elements encroaches upon the Units, or any of them, or vice versa, or any of the Units encroaches upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

Easements are hereby reserved through each of the Units for the benefit of other Units as may be required for structural repairs, utility lines, flues, pipes, columns, and for heating and air-conditioning and ventilating ducts in the locations as presently installed, or to be installed, under the Plans, in the Unit or as subsequently approved in writing by the Association of Co-Owners in accordance with procedures set forth in the Bylaws, the Co-Owner of the burdened Unit and any mortgagee having a security interest therein.

Easements are hereby reserved through the Residential LCE's and through the Commercial LCE's for the benefit of any Unit as may be required for structural repairs, utility lines, flues, pipes, columns and for any ducts in the locations as presently installed, or to be installed, in accordance with the procedures set forth in the Bylaws.

Easements are hereby reserved upon, across and over the lawn, landscaping, sidewalk, driveways and other areas which border Main Street and Elm Tree (Rose Street) and the Plaza Area of the Commercial LCEs for the benefit of the Unit Owners for the purpose of pedestrian ingress and egress to and from the Residential Limited Common Areas.

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

EIGHTH: Each Co-Owner shall comply with the provisions of this Master Deed and the Bylaws, as same may be lawfully amended from time to time, the decisions and resolutions of the Board and of the Association or their representatives; and failure to comply with any such provision, decision or resolution shall be grounds for an action to recover sums due for damages, including attorneys fees incurred, injunctive relief and all other relief at law or in equity.

NINTH: All present or future owners, tenants, future tenants, guests, visitors or any other person who might use the facilities of the Condominium Community in any manner are subject to the provisions of this Master Deed, the By-Laws, and the Rules and Regulations that may be adopted pursuant thereto, and the mere acquisition or rental of any of the Units of the Condominium Community or the mere act of occupancy of any of said Unit(s) shall signify that the provisions of this Master Deed are accepted and ratified.

TENTH: A first mortgagee or other purchaser of a Unit who obtains title by reason of foreclosure of a first mortgage or other security interest, or pursuant to the remedies provided in the first mortgage or other security interest or the foreclosure of the mortgage covering a Unit, its, his or her successors or assigns, shall not be liable for assessments by the Association which became due prior to its acquisition of title, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such first mortgage or security interest.

ELEVENTH: In a voluntary conveyance of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments by the Association against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Managing Agent (as defined by the Bylaws) or Board, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The transferor shall remain liable for the full amount of Common Expenses lawfully assessed against the Unit during his ownership thereof regardless of the contents of any statement to the transferee.

TWELTH: The dedication of the Condominium Community to the plan of ownership herein described shall not be revoked, nor shall the Condominium Community be removed from the Horizontal Property Regime, unless all of the Co-Owners and holders of all of the deeds of trust, mortgages, or other security interests covering the Units, and all other parties having any security interest in any Unit, unanimously agree to such revocation, amendment or removal by duly recorded instruments, or except as provided in those portions of Article VI of the Bylaws that deal with destruction of the Units.

THIRTEENTH: The submission of the Property is subject to all covenants, conditions, easements and restrictions now of record and that subsequently may be placed of record after approval by a duly authorized governmental authority.

Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Community, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each mortgage owned) or Owners (other than the Grantor) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligation of any individual Condominium Unit for the purpose of:
 - (i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or Condominium Community awards, or
 - (ii) Determining the pro-rata share of ownership of each Condominium Unit in the General and Limited Common Elements;
- (c) Partition or subdivide any Residential Unit unless the Unit to be divided comprises more than 3,000 square feet and both of the Units proposed from such division are greater than 1,300 square feet each;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the General and Limited Common Elements, except as provided herein with regard to the "Short Street Lot" and the "Eastern Avenue Lot" as such lots are herein defined. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the General and Limited Common Elements by the Condominium Community shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to General or Limited Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.

FOURTEENTH: Grantor hereby reserves for itself and its successors and assigns (however, individual Unit Owners shall not be included with the meaning of successors and assigns as used in this paragraph), a non-exclusive easement upon, across, over, in, and under the Property as may be reasonably necessary for the purpose of completing the construction of any improvements shown on the Plans, marketing for sale or lease any Unit and exercising its rights or obligations contained herein, including, without limitation (a) easements for ingress and egress and for installation, replacement, repair and maintenance of drainage ditches and facilities, all utilities, including but not limited to water, sewer, gas, telephone, and electrical,

cable and other communications systems and any indoor sprinkler systems; and (b) easements to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonable necessary or incident to the construction of Building and other improvements on the Property.

Grantor hereby reserves for itself and its successors and assigns of the Commercial Units, a non-exclusive easement and the right (including air rights necessary thereto) to permit the erection and attachment of exterior Building signage together with the upkeep, repair, support, replacement, removal and maintenance thereof, including without limitation wiring for electrical service thereto. Grantor shall be permitted to install antennas, satellite dishes, microwave dishes, cable, wiring, power sources and related equipment and structures on the Property and the Building (including, but not limited to, on the roof of the Building) for its purposes and such right shall survive the ownership of any Units(s) by Grantor. Grantor hereby reserves, for itself and its successors, assigns of the Commercial Units and/or lessees, a perpetual easement over the property and the Building (including, but not limited to, on the roof of the Building), for the purpose of installing, removing, replacing, modifying, maintaining and operating communications service and satellite facilities, including, without limitation, antennas, satellite dishes, microwave dishes, cable, wiring, power sources and related equipment and structures, all of which shall be the sole and exclusive property of Grantor. Such easement shall include ingress and egress to the foregoing.

Grantor hereby reserves, for itself and its successors and assigns of the Commercial Units, a perpetual easement over the Property and the Building, for the purpose of installing, removing, replacing, modifying, maintaining and operating an automated teller machine and/or a cash machine; provided, such easement shall be located in the Limited Common Elements appurtenant to the Commercial Units or the other Common Elements adjacent thereto. Such easement shall include ingress and egress to the foregoing.

Grantor hereby reserves, for itself and its successors and assigns, and for their respective benefit, the right to acquire for one (\$1.00) dollar, for further development, the surface parking lot referred to herein as the Eastern Avenue Lot by adding one or more levels of (a) parking garage, (b) retail units and/or (c) residential units under, on or above, the Eastern Avenue Lot in connection with the adjoining property that is not owned by the Condominium Community or as a separate development and in either event such additional levels will be developed, conveyed and owned by the Grantor and/or its successors and assigns and may have support columns, foundations, easements and utilities placed thereon. Grantor notes that the development of the Eastern Avenue Lot will necessitate that the parking spaces therein being unavailable for use by the Residential Units for the time period necessary to construct such development, and such development may proceed irrespective of such inconvenience to the Residential Unit Owners. During the time the Eastern Avenue Lot is unavailable for overflow parking, Grantor or its successors and assigns shall make reasonable efforts to obtain alternative parking and to minimize the interference. Grantor shall have the discretion to amend this Master Deed and the By-Laws filed herewith by adding such levels on the Eastern Avenue Lot to the Condominium Community and the Association or to create another condominium community and association. The future development of the Eastern Avenue Lot shall be in the sole discretion of the Grantor

and its successors and assigns as to whether such development (i) is residential, parking, or commercial or (ii) has a single additional level or multiple additional levels or (iii) is located on, above or below the current grade of the Eastern Avenue Lot and the Condominium Community shall have the right to use one (1) level thereof for residential overflow parking, subject to any improvements necessary or convenient for such additional development. Grantor hereby further reserves, for its self and its successors and assigns, the right to acquire from the Association the Short Street Lot near the southeast corner of the intersection of Elm Tree Lane for one (\$1.00) dollar, for further development in connection with the adjoining property that is not owned by the Association. Any documentation necessary or convenient to carry out the development of either the Eastern Avenue Lot or the Short Street Lot, including, without limitation, plats, development plans and deeds conveying such property, shall be executed by the President of the Association within five (5) business days of submittal and each Unit Owner hereby grants the Association (acting through its President) an Irrevocable Power of Attorney to execute, acknowledge and record for and on behalf of each Unit Owner and their mortgagees any such documentation. The Power of Attorney granted herein shall survive the disability or death of the Unit Owner and shall be binding upon each successive Unit Owner and shall be deemed coupled with an interest in favor of the Grantor and the Association.

Further, an irrevocable power of attorney is hereby granted and reserved unto Grantor, its successors and assigns (however, individual unit owners shall not be included with the meaning of successors and assigns as used in this paragraph) to act for and on behalf of each and every Owner and mortgagee, their successors, heirs and assigns, for the following purposes, and to do and perform all acts which might be required in carrying out such purposes, with full power of substitution and revocation:

- (a) Subdividing any Unit or combining any Units and approving and agreeing to on behalf of the Unit Owners the subdivision of any Unit or the combination of any Units;
- (b) Granting easements pursuant to the terms of this Master Deed;
- (c) Annexing the Additional Property;
- (d) Adding and removing Common Elements;
- (e) Shifting and allocating from time to time the percentage of ownership in the Common Elements appurtenant to each Unit; and
- (f) Effectuating any other rights reserved to Grantor in this Master Deed.

Each execution of a deed of conveyance, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant by and an acknowledgment of the parties thereto of the consent to such reservation of the foregoing power of attorney in favor of Grantor as attorney-in-fact and shall be deemed a reservation to Grantor and its successors and assigns the powers set forth above. Such power of attorney shall not be affected by the disability or death of an Owner and shall be binding upon each successive Owner.

FIFTEENTH: Except as elsewhere provided otherwise, this Master Deed and Declaration may be amended at a regular or special meeting of the members of the Association called and convened according to the By-Laws of the Association in the following manner:

- (a) Notice of Proposed Amendments. Notice of the subject matter of a proposed amendment shall be included in the notice to all members of the Association of any meeting at which a proposed amendment is to be considered.
- (b) Resolutions. Resolutions for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any five (5) voting units of the Association. Except as elsewhere provided, approval of a proposed amendment must be by the vote of Unit owners holding not less than seventy-five percent (75%) of the voting Units; provided members who are not present in person or by proxy shall be deemed to have given a binding proxy to the Board of Directors to cast a vote on behalf of such member on any proposed amendment as to which notice thereof has been included in the notice of such meeting.
- (c) Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent in writing; and no amendment shall change any Unit or the Individual Percentage Interest or the percentage for assessing maintenance fees appurtenant to it, unless the record owner of Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment.
- (d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Association with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Office of the Clerk of Fayette County, Kentucky, and each Unit owner hereby grants the Association (acting through its President) an irrevocable power of attorney to execute, acknowledge and record, for and on behalf of each Unit owner, all such amendments. The power of attorney granted by this Section shall survive the disability or death of the Unit owner and shall be binding on each successive Unit owner and shall be deemed coupled with an interest.

SIXTEENTH: It is the intention of the Grantor that the provisions of this Master Deed are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any applicable federal, state or local law or ordinance, the Grantor, its successors and assigns and all persons claiming by, through or under this Master Deed, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this Master Deed thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall

have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

SEVENTEENTH: Each Unit Owner, by its acceptance of delivery of a deed to a Unit, agrees that any claims arising out of or related to the construction of a Unit or the Common Areas appurtenant to such Unit shall be brought only to the extent such claims are covered by the one-year limited warranty accepted by the Unit Owner at the closing of the sale of the Unit from the Grantor to the Unit Owner (the "Claim Limitation"). The Claim Limitation shall exist notwithstanding its presence or absence in the deed from the Grantor to the Unit Owner, and the Unit Owner's assent to such Claim Limitation shall be a condition precedent to the Grantor's obligation to convey the Unit to the Unit Owner. Without limiting the foregoing, each Unit Owner waives any and all rights to claims of consequential or punitive damages against the Grantor or any other party arising out of or related to defects in the construction of the Unit or Common Areas. Without limiting any other provision of this Master Deed, the provisions of this paragraph shall constitute covenants running with the land and shall be binding on the Unit Owner's successors and assigns and each Unit Owner accepting title to each respective Unit subject to such covenants running with the land, and shall be enforceable by and inure to the benefit of the successors and assigns of the Grantor.

EIGHTEENTH. No Unit Owner may commence or cause itself to become a party to any claim, lawsuit, action or other proceeding (collectively, a "Proceeding") against the Grantor or the Grantor's contractors without first having obtained approval from seventy-five percent (75%) of the voting Units of the Association endorsing such Proceeding based on sufficient merit and facts. If a Unit Owner commences a Proceeding without the endorsement of the Association as required by the immediately preceding sentence, and if the Association is made a party to such Proceeding, then such Unit Owner shall, without limiting any other obligations of the Unit Owner arising out of such Proceeding, be obligated to pay all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Association in connection with such Proceeding if the Unit Owner is not the prevailing party in such Proceeding.

NINETEENTH. Grantor, the Owners, the Association and its Officers, directors and committee members, and any person not otherwise subject to this Master Deed who agrees to submit to this Article (collectively the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file a Claim described in the second paragraph of this section, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth herein below in a good faith effort to resolve such claim.

As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to (a) the interpretation, application, or enforcement of this Master Deed, the Articles of Incorporation of the Association, the Bylaws and the rules and regulations governing the use of the Property, as the foregoing may be amended and supplemented from time to time and all attachments and exhibits thereto (the "Condominium Documents"); (b) the rights, obligations, and duties of any Bound Party under the Condominium Documents; or (c) the

design or construction of improvement within the Condominium Community, except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth herein below: (a) any suit by the Association to collect assessments or other amounts due from any Owner; (b) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provision relating to creation and maintenance of community standards; (c) any suit between Owners, which does not include Grantor or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Condominium Documents; (d) any suit in which any indispensable party is not a Bound Party; and (e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 21.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

The Procedure for the resolution of disputes shall be as follows:

- 1.) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board of Directors stating plainly and concisely: (a) the nature of the Claim, including any persons involved and the Respondent's role in the claim; and the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (b) the Claimant's proposed resolution or remedy; and (c) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.
- 2.) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.
- 3.) Arbitration. (a) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in the Notice section of this paragraph (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to binding arbitration in accordance with the rules of the American Arbitration Association. (b) If the Claimant does not submit the Claim to arbitration within such time, or does not appear for the arbitration hearing when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim. (c) The fees and expenses of arbitration shall be paid as set forth in the award and shall not be a Common Expense, unless all Owners so agree in writing.

- 4.) Settlement. Any settlement of the Claim through negotiation or arbitration shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Fifth Third Bank (Lexington), as the Mortgagee of Grantor, by execution of the "Consent of Mortgagee to Master Deed", attached hereto as Exhibit "C", agrees to the submission of the Condominium Project to the condominium form of ownership and use in the manner provided in the Act and herein and to the recording hereof in the Fayette county Clerk's Office.

IN TESTIMONY WHEREOF, witness the name of the Grantor affixed hereto by its duly authorized officer this 31st day of October, 2007.

MAIN & ROSE, LLC, a Kentucky limited liability company

By: Equity Management Group, Inc., Manager

By: Bret A. Caller
Bret A. Caller, President

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Master Deed and Declaration was signed, acknowledged and sworn to before me this 31st day of October, 2007, by Bret A. Caller, President of Equity Management Group, Inc., a Kentucky corporation, as Manager of Main & Rose, LLC, a Kentucky limited liability company, by and on behalf of said company.

[Signature]
Notary Public, State at Large, Kentucky

My commission expires: 11/27/10

This Instrument Prepared By:
Equity Management Group, Inc.

By: [Signature]
Kelly Byrd Mullins, attorney
840 East High Street
Lexington, Kentucky 40502

Exhibit A

**Being all of Parcels 1-5 as shown on the Corrected Amended Consolidation
Minor Subdivision Plat for Main & Rose, LLC, of record in Plat Cabinet N,
Slide 172, in the Office of the Fayette County Clerk.**