

**MARINA VILLAGE, INC.
OFFICIAL DOCUMENTS;**

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**MASTER DEED AND DECLARATION OF HORIZONTAL
PROPERTY REGIME FOR MARINA VILLAGE, INC.**

FIRST AMENDMENT; August 28, 2000;

SECOND AMENDMENT; February 12, 2001;

THIRD AMENDMENT; August 17, 2001;

FOURTH AMENDMENT; April 28, 2006;

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Prepared For Marina Village Dock Owners Association, Inc.

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**MASTER DEED AND
DECLARATION OF HORIZONTAL PROPERTY REGIME
FOR
MARINA VILLAGE**

THIS MASTER DEED AND DECLARATION OF HORIZONTAL PROPERTY REGIME ("Master Deed") is made and entered into this 10th day of August, 2010, by MARINA VILLAGE, INC., a Kentucky corporation, hereinafter referred to as "DECLARANT", and its successors and assigns.

WITNESSETH:

1. **Subject Matter.**

1.1 **Purpose.** The purpose of this Master Deed is to establish a horizontal property regime (otherwise known as a condominium development) under the Kentucky Horizontal Property Law, KRS 381.805 et seq., for boat slips. This Master Deed shall constitute a covenant running with the land that is binding on and shall inure to the benefit of present and future owners, lessees and mortgagees of the condominium property described hereinbelow.

1.2 **Name.** The name by which this horizontal property regime is to be known is MARINA VILLAGE, otherwise known as the "regime" or "condominium project."

1.3 **Land.** The land owned by DECLARANT which is submitted by this instrument to the horizontal property regime form of ownership is Tract 2 as shown and described on the minor plat recorded herewith as Exhibit A attached hereto and incorporated herein by reference and which includes certain rights in and to certain portions of Harrods Creek as set forth in Department of the Army (Corps of Engineers) Permit #197690039 (hereinafter the "the land" or "condominium property").

2. **Definitions.** The terms used in this Master Deed and its exhibits shall have the meaning stated in KRS 381.805 through 381.910, unless the context otherwise requires and are as follows:

2.1 "Boat Slip" means a part of the condominium property which, as noted at Section 2.6 hereinbelow, is a Limited Common Element as shown on the Condominium Development Plan defined hereinbelow located adjacent or in close proximity to a Boat Slip Storage Unit to be occupied and enjoyed exclusively by a certain Boat Slip Storage Unit Owner who owns a certain Boat Slip Storage Unit, each specific Boat Slip to be described on the deed to a particular Boat Slip Storage Unit as a portion of the Limited Common Element shown on the Condominium Development Plan adjacent to a Boat Slip Storage Unit or running alongside a certain described dock for a certain number of linear feet.

2.2 "Boat Slip Storage Unit" means a part of the condominium property which is subject to private ownership, which is shown on Condominium Development Plan defined hereinbelow and labeled thereon as "Unit," which is sometimes know, or commonly referred to, as a "dock box" and which shall mean the same as defined in KRS 381.810(1).

2.3 "Boat Slip Storage Unit Owner" (or just "Unit Owner") shall mean the fee simple owner of a Boat Slip Storage Unit as defined herein.

2.4 "Association" shall mean MARINA VILLAGE ASSOCIATION, INC., a Kentucky non-profit corporation, its successors and assigns, which shall consist of all of the Boat Slip Unit Owners in their capacity as co-owners and shall act as the "council of co-owners".

2.5 "General Common Elements" shall include the land on which the improvements are located other than Boat Slip Storage Units, the tangible personal property required for the maintenance and operation of the condominium project, even though owned by the Association, and portions of the condominium property not included in the Boat Slip Storage Units (i.e., if any, utility lines, other utility facilities (including conduits, plumbing and wiring) not owned by a public utility company, fencing and/or entrance gates, parking lots, driveways, landscaping, decks, docks, ramps, dock anchors, stiff arms, dock and/or boat slip roofs or covers, as well as other items described in the Kentucky Horizontal Property Law and not otherwise defined herein).

2.6 "Limited Common Elements" mean and include those General Common Elements shown on the Condominium Development Plan defined hereinbelow as Limited Common Elements and reserved as Boat Slips for the use of a certain Boat Slip Storage Unit to the exclusion of other Boat Slip Storage Units as further set forth on Exhibit B hereto. These Limited Common Elements shall be a proper subject matter for such chattel mortgages and security interests as set forth in the Kentucky Revised Statutes that relate to the Uniform Commercial Code and may be subject to mortgage by the Unit Owner, thus constituting a part of the purchase price for the Boat Slip Storage Unit. Power pedestals placed on a Common Element or on a Limited Common Element and utility service servicing a particular Boat Slip shall also be Limited Common Elements; however, the electric utility service itself for a Boat Slip shall be an expense of a Boat Slip Storage Unit Owner individually and shall not be shared as a Common Expense.

2.7 "Common Expenses" include expenses of administration, expenses of maintenance, operation, repair or replacement of the General Common Elements and of the portions of Boat Slip Storage Units to be maintained by the Association, water and sanitary sewer service disposal, and expenses declared to be such by this Master Deed or by the By-Laws of the Association, and any valid charge against the condominium property as a whole.

3. **Condominium Development Plan.** The condominium project is described and established as follows:

3.1 **Condominium Development Plan.** The survey and overall condominium development plan showing the improvements constructed on the condominium property are fully described and shown in a set of plans (hereinafter the "condominium plan") filed simultaneously with the recording hereof pursuant to KRS 381.835 and by reference thereto are made a part of this Master Deed as if fully incorporated herein.

3.2 **Easements.** Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium project adequately. Utility service may include, but is not necessarily limited to electricity, gas, water, sewer and garbage collection services.

3.3 Description of Improvements/Boat Slip Storage Units. The condominium project may include up to 48 Boat Slip Storage Units, of which 48 Boat Slip Storage Units and 48 Boat Slips are created by virtue of the condominium plan filed simultaneously herewith.

3.4 Boat Slip Storage Unit Boundaries. Boat Slip Storage Unit boundaries are defined by the horizontal and vertical boundaries shown on the condominium plan described above.

4. The Boat Slip Storage Units. The Boat Slip Storage Units of the condominium project are described more particularly and the rights and obligations of their Boat Slip Unit Owners are established as follows:

4.1 Unit Identification Number. Each Boat Slip Storage Unit is identified by numbers as shown on Exhibit B hereto.

4.2 Undivided Shares. The undivided share owned by each Boat Slip Storage Unit owner in the General Common Elements shall be as set forth on Exhibit B hereto which computes shares on the basis of the number of square feet of Boat Slip space owned as set forth in a deed to a Boat Slip Storage Unit as pro rated against the total amount of square feet of Boat Slip space in the entire condominium project.

4.3 Voting Rights. Each Boat Slip Storage Owner (or Owners in the case of joint ownership) of a Boat Slip Storage Unit shall have such voting rights computed on the same basis as set forth in Section 4.2 above.

4.4 Common Expense. Each Boat Slip Storage Unit Owner shall share in the common expense of the condominium project on the same percentage basis as such Boat Slip Storage Unit Owners voting rights as set forth on Exhibit C hereto.

5. Maintenance, Alteration and Improvement. Responsibility for the Owner maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows.

5.1 Boat Slip Storage Unit Owners. The responsibility of a Boat Slip Storage Unit Owner shall be as follows:

A. To maintain, repair and replace at his or its expense all portions of the Boat Slip Storage Unit.

B. Not to paint or otherwise change or decorate the appearance of the Boat Slip Storage Unit, Boat Slip or Common Elements without obtaining written permission from the Declarant or Board of Directors of the Association, as appropriate, as the case may be.

C. To promptly report to the Association any defects or need for repair for which the Association is responsible.

5.2 Association. The Association shall maintain, repair and replace at the Association's expense:

5.3 Improvements

6.1 Assessments

6.1 Command Share

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A. All of the General Common or Limited Common Elements, except as noted herein.

B. All reasonably foreseeable incidental damages caused to a Boat Slip Storage Unit or to a Boat Slip by the normal use of the Boat Slip Storage Unit or Boat Slip.

5.3 Alterations and Improvements. Neither a Boat Slip Storage Unit Owner nor the Association shall make alterations in any portion of a Boat Slip Storage Unit or Boat Slip, nor remove any portion of such, nor make any additions to them or do anything that would jeopardize the safety or soundness of the Boat Slip Storage Unit or Boat Slip or its adjoining contiguous Boat Slip Storage Unit or Boat Slip, or impair any easement without first obtaining approval in writing as appropriate, as the case may be, of either the Declarant or all owners of all of the Boat Slip Storage Units and Boat Slip Limited Common Elements contiguous or adjacent to the area in which such work is to be done and obtain a formal approval from the Board of Directors of the Association. Except for ongoing maintenance and repairs, for periodic dredging of waterways and as otherwise provided herein, after the completion of the improvements included in the condominium project contemplated by this Master Deed and transfer of management and operation of the condominium project to the Association as set forth hereinbelow, there shall be no alteration nor further improvement of the real property constituting the General Common Elements without prior approval in writing by the owners of not less than 75 percent of the General Common Elements. Any such alteration or improvement shall not interfere with the rights of any Boat Slip Storage Unit Owner without such Owner's consent. The cost of such work shall not be assessed against a lender that has acquired its title as the result of owning a mortgage upon the Boat Slip Storage Unit owned, unless such owner shall approve the alteration and improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Boat Slip Storage Unit Owners in the proportion that their shares in the General Common Elements bear to each other.

6. Assessments. The making and collection of assessments against Boat Slip Storage Unit Owners for expenses shall be pursuant to the By-Laws, subject to the following provisions:

6.1 Each Boat Slip Storage Unit Owner shall be liable for his share of the common expense as set forth in Section 4.4 above. Where the mortgagee of a first mortgage of record or other purchaser of a Boat Slip Storage Unit obtains title to the Boat Slip Storage Unit as a result of foreclosure of the first mortgage, or where such acquirer of title received title as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to a Boat Slip Storage Unit chargeable to the former Boat Slip Storage Unit Owner(s) which became due prior to the acquisition of title, unless such share is secured by claim of lien for assessments that was recorded prior to the recording of the mortgage in question. Such unpaid share of common expenses or assessments shall be deemed to be such common expense collectable from the former Boat Slip Storage Unit Owner(s) and, as necessary, from all other of the Boat Slip Storage Unit Owners, including the acquirer of title, its successors and assigns of a mortgagee who has acquired title by foreclosure or deed in lieu thereof. Such acquirer of title, its successors and assigns of such Boat Slip Storage Unit so foreclosed or acquired in lieu of foreclosure as well as a first mortgagee acquiring title as aforesaid, shall, during the period of its

ownership of such a Boat Slip Storage Unit, whether or not such Boat Slip Storage Unit is occupied or unoccupied, be liable for its share of the common expenses accruing after the date of foreclosure or acquiring title in lieu thereof.

6.2 So long as Declarant owns any Boat Slip Storage Unit(s), the Declarant, its successors (not its grantees herein) and assigns shall not be charged with or liable for payment of any maintenance fee, assessment or any other charge which is or may be charged to or assessed against the other Boat Slip Storage Unit Owners.

6.3 Interest Penalty, Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payments first due. Any assessment not paid within sixty days after the date when due shall be, in addition to the interest due as set out herein, subject to a penalty of ten percent (10%) per annum from the 61st day until paid.

6.4 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Declarant or the Association, as the case may be, incident to the collection of such assessments or enforcement of such lien.

6.5 Liens for assessments may be foreclosed in the manner provided by Kentucky statutes:

7. Association. Except as set forth hereinbelow, the operation of the condominium shall be by MARINA VILLAGE ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Kentucky, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. Articles of Incorporation of the Association are filed of record in the Office of the Secretary of State of Kentucky and in the Office of the County Clerk of Jefferson County, Kentucky.

7.2 By-Laws of the Association shall be made available to every Boat Slip Storage Unit Owner.

7.3 Overall management and operation of the Association and the regime shall be under the direction of Declarant until 100% of the Boat Slip Storage Units in the total project are transferred or until seven (7) years after date hereof which ever occurs first at which time all maintenance funds, books, accounts and the entire managing operation shall be turned over to the Association. Provided, however, at anytime after 50% of the Boat Slip Storage Units have been transferred by Declarant and prior to the transfer of 100% of the Boat Slip Storage Units by Declarant, the Declarant, in its sole discretion, shall have the right and option to turn over the management and operation of the condominium project to the Boat Slip Storage Unit Owners as members of the Association. In order to do so, Declarant shall upon 10 days written notice to all Boat Slip Storage Unit Owners, call a meeting of the Boat Slip Storage Unit Owners for the purpose of selecting a new Board and Officers of the Association.

7.4 ~~Limitation Upon Liability of Association.~~ Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to the Boat Slip Storage Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the condominium property as may be required by this Master Deed to be maintained and repaired by the Association.

7.5 ~~Restraint Upon Assignment of Shares in Assets.~~ The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenant to a Boat Slip Storage Unit.

8. Insurance. Insurance, other than title insurance that shall be carried upon the condominium property and the property of the Boat Slip Storage Unit Owners, shall be governed by the following provisions:

8.1 ~~Authority to Purchase; Named Insured.~~ All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Boat Slip Storage Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Boat Slip Storage Unit Owners.

8.2 Coverage.

A. Casualty. All improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value. Loss or damage by fire and other hazards shall be covered by a standard extended coverage endorsement.

B. Public liability coverage, in such amounts and with such coverage as the Board of Directors of the Association shall determine, shall be acquired by the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Boat Slip Storage Unit Owners as a group to a Boat Slip Storage Unit Owner.

C. Workmen's compensation coverage shall be acquired by the Board of Directors of the Association to meet the requirements of law.

D. Such other insurance coverage shall be acquired as the Board of Directors of the Association shall determine from time to time to be desirable.

8.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.5 Insurance Proceeds; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Boat Slip Storage Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds shall be paid to the Association. The Association shall receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this Master Deed and for the benefit of the Boat Slip Storage Unit Owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee.

A. General Common Elements. Proceeds on account of damage to the General Common Elements shall be held in undivided shares for each Boat Slip Storage Unit Owner, each share being the same as set forth in Section 4.2 above.

B. If Boat Slip Storage Units and/or the Boat Slip Limited Common Elements are destroyed but are not to be restored, then such proceeds on account of damage shall be distributed as an undivided share for each Boat Slip Storage Unit Owner, such share to be determined by dividing the proceeds between the Boat Slip Storage Unit Owners on the basis set forth in 8.5A. above.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to a Boat Slip Storage Unit, the share of the Boat Slip Storage Unit Owner shall be held in trust for the mortgagee and the Boat Slip Storage Unit Owner as their interests may appear; provided, however that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Boat Slip Storage Unit Owner and mortgagee pursuant to the provisions of the Declaration.

8.6 Association as Agent. The Association is irrevocably appointed as agent for each Boat Slip Storage Unit Owner and for each Boat Slip Storage Unit Owner of a mortgage or other lien upon a Boat Slip Storage Unit and for each Boat Slip Storage Unit Owner of any other interest in the condominium property to adjust all claims for property damage arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims. This provision shall not be construed to confer upon the Association any authority with regard to any claims which a Boat Slip Storage Unit Owner may have for personal injury.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. General Common Elements. If the damaged improvement is a General Common Element, the damaged property shall be reconstructed, unless it is determined in the manner elsewhere provided for herein that the condominium regime shall be terminated.

B. Extent of Damage.

(1) Lesser Damage. If all the improvements are damaged by less than a total of eighty percent (80%), in the opinion of the Board of Directors of the Association, then the damaged property shall be reconstructed or repaired to the extent that insurance proceeds and/or other Association funds are available for that purpose.

(2) Major Damage. If all the improvements are damaged by more than a total of eighty percent (80%), in the opinion of the Board of Directors of the Association, then the damaged property shall be reconstructed or repaired only upon approval, in

9.3 Repair by Owners

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writing, of seventy-five percent (75%) of the Boat Slip Storage Unit Owners; otherwise, the condominium regime shall be terminated as set forth in this Master Deed.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the original plans for the condominium project; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if it is major damage, by the Boat Slip Storage Unit Owners of not less than 75 percent of the condominium regime, which approval shall not be unreasonably withheld.

9.3 Boat Slip Storage Unit Owner. Responsibility. A Boat Slip Storage Unit Owner shall be liable for the entire expense of any maintenance, repair or replacement of any part of the condominium project, whether part of a Boat Slip Storage Unit or part of the General or Limited Common Elements, if such maintenance, repair or replacement is rendered necessary by any negligent act or omission of a Boat Slip Storage Unit Owner. If any Boat Slip Storage Unit Owner fails to undertake any such maintenance, repairs or replacement within ten (10) days after the Board of Directors of the Association notifies such Boat Slip Storage Unit Owner in writing that the Board of Directors has determined that such maintenance, repair or replacement is the responsibility of such Boat Slip Storage Unit Owner under this section of this Master Deed, then the Board of Directors of the Association may undertake such maintenance, repair or replacement and the cost thereof shall be a lien on the Boat Slip Storage Unit owned by such Boat Slip Storage Unit Owner until paid by such Boat Slip Storage Unit Owner, and such lien shall be subject to the same remedies as are provided in this Master Deed for nonpayment of a Boat Slip Storage Unit Owner of common charges and expenses.

9.4 Estimates of Costs. ~~Immediately~~ after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or, if at any time during reconstruction and repair, or completion of reconstruction and repair, funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made as determined by the Association Board of Directors against all Boat Slip Storage Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Boat Slip Storage Unit Owners for damage to Boat Slip Storage Units or on account of damage to General Common Elements and Limited Common Elements shall be in proportion to each Boat Slip Storage Unit Owner's share in the General Common Elements as set forth in Section 4.2 above.

10. Use Restrictions. The use of the condominium property shall be in accordance with such rules and regulations duly adopted by the Declarant or Association Board or Directors, as the case may be, and with the following provisions as long as the condominium regime exists and the Boat Slip Storage Units are in useful condition.

10.1 Boat Slip. Each Boat Slip shall be used only as a mooring and dockage for boats and accessory use as related thereto.

10.2 General Common Elements. The General Common Elements shall be used only for the purposes for which they are intended.

10.11 Mooring of Boat to Finger
11.2 Right to Enter and Enjoin

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10.10 Pets. Usual household pets are permitted, subject to reasonable limitations as to their use, restraint and conduct as may be further promulgated by the Board of Directors of the Association from time to time.

10.11 The mooring of any boat to the terminus of any finger is prohibited.

10.12 Playing of amplified music will be limited to a noise level which precludes discomfort to other Boat Slip Storage Unit Owners.

10.13 Parking of boat trailers and recreational vehicles in the parking area longer than 24 hours is prohibited.

11. Compliance and Default.

11.1 Each Boat Slip Storage Unit Owner shall be governed by and shall comply with the terms of the Master Deed, Articles of Incorporation and By-Laws and the regulations adopted pursuant to those documents, as such may be amended from time to time. Failure of a Boat Slip Storage Unit Owner to comply with such documents and regulations shall entitle the Association or other Boat Slip Storage Unit Owners to the following relief in addition to the remedies provided by the Kentucky Horizontal Property Law.

11.2 Right to enter, abate or enjoin. The violation of any restriction or condition or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision herein contained or contained in the Horizontal Property Law shall give the Board of Directors of the Association the right, in addition to any other rights provided for in this Master Deed: (a) to enter upon the Boat Slip Storage Unit or Boat Slip Limited Common Element or any portion of the condominium property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Boat Slip Storage Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner or trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Furthermore, if any Boat Slip Storage Unit Owner (either by his or her own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants of this Master Deed or By-laws of the Association or regulations adopted by the Association and such violation shall continue for 30 days after notice in writing from the Board of Directors of the Association or shall reoccur more than once thereafter, then the Association shall have the power to issue to the defaulting Boat Slip Storage Unit Owner a 10 day notice in writing to terminate the rights of the said defaulting Boat Slip Storage Unit Owner to continue as a Boat Slip Storage Unit Owner and to continue to occupy, use or control his or her Unit; and thereupon an action in equity may be filed by the Association against the defaulting Boat Slip Storage Unit Owner for a decree of mandatory injunction against the Boat Slip Storage Unit Owner or occupants, or, in the alternative, a decree declaring the termination of the defaulting Boat Slip Storage Unit Owner's right to occupy, use or control the Boat Slip Storage Unit on account of the breach of covenant and ordering that all the right, title and interest of the Boat Slip Storage Unit Owner in the condominium property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Boat Slip Storage Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The

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proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the Boat Slip Storage Unit Owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Boat Slip Storage Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Boat Slip Storage Unit and immediate possession of the Boat Slip Storage Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the condominium property sold subject to this Master Deed and to the Articles and By-Laws of the Association.

11.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Boat Slip Storage Unit Owner or the Association to comply with the terms of the Master Deed, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

11.4 No Waiver of Rights. The failure of the Association or any Boat Slip Storage Unit Owner to enforce any covenant, restriction, or other provisions of the Kentucky Horizontal Property Law, this Master Deed, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

12. Amendments. Except as elsewhere provided otherwise, this Master Deed may be amended in the following manner:

12.1. The Declarant shall have the right to amend this Master Deed as long as it remains in control of the Association as set forth in Section 7.3 hereinabove and such amendment does not materially diminish or impair the rights or alter the obligations of the Boat Slip Storage Unit Owners.

12.2 After the Declarant relinquishes control of the Association as set forth in Section 7.3 hereinabove, notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. At such time, a resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association. Directors and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting; provided further, however, such amendment shall not change the configuration or size of any Boat Slip Storage Unit or Boat Slip Limited Common Element in any material fashion or materially alter or modify the appurtenances to such Boat Slip Unit or Boat Slip Limited Common Element nor change the proportion or percentage by which the owner of a Boat Slip Storage Unit shares the common expenses and owns the common surplus, unless the record owner thereof shall join in the execution of the amendment. Except as elsewhere provided, approvals authorized by this Section 12.2 must be by not less than 80 percent of the votes of the entire membership of the Association.

12.3 Execution and Recording. A copy of each amendment to this Master Deed shall be attached to a certificate certifying that the amendment was duly adopted, which

certificate shall be executed by the officers 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 County Clerk of Jefferson County, Kentucky.

12.4 Change in Condominium Statute. In the event that the Kentucky Horizontal Property Law is ever amended in such a way as to give greater latitude in the definition of the term "unit" and the Declarant or Association, as the case may be, determine that it is in the interest of the condominium project to redefine what is a unit and what is a limited common element, then they shall be entitled to do so to the extent that, in so amending this Master Deed, such amendment does not diminish the rights of any of the Boat Slip Storage Unit Owners as constituted by this Master Deed prior to such amendment and such amendment conforms to the provisions hereof.

13. Termination. This condominium regime may be terminated in the following manner in addition to the manner provided by the Kentucky Horizontal Property Law.

13.1 Agreement. This condominium regime may be terminated at any time by the approval in writing of all record owners of Boat Slip Storage Units and all record owners of mortgages on Boat Slip Storage Units.

13.2 Shares of Owners After Termination. After termination of the condominium regime, the Boat Slip Storage Unit Owners shall own the condominium property and all assets of the Association as owners in common in undivided shares that shall be the same as the undivided shares in the General Common Elements appurtenant to the owner's Boat Slip Storage Unit prior to the termination as set forth in Section 4.2 above.

13.3 Amendment. This section concerning termination cannot be amended without consent of all Boat Slip Storage Unit Owners and of all record owners of mortgages upon the Boat Slip Storage Units.

14. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Master Deed shall not affect the validity of the remaining portions.

15. Right of Sell. Anything contained in this Master Deed to the contrary notwithstanding, the Declarant shall have the right to sell Boat Slip Storage Units owned without approval of the Association.

16. Improvements. If a Boat Slip Storage Unit Owner desires to construct any improvements on the premises, he shall first submit plans and specifications to the Board of Directors of the Association, and their approval shall be required.

17. Amendment, etc. The right to grant, amend, alter, quit-claim, release and/or exchange an easement for egress, ingress and utilities shall rest and be reserved to the Board of Directors of the Association.

18. Rights of Declarant. Declarant reserves the right to amend this Master Deed in such manner, and each Boat Slip Storage Unit Owner agrees to execute and deliver such documents, if necessary, or desirable to cause the provisions of this Master Deed to comply with

the Horizontal Property Law as such law may be amended from time to time. Declarant specifically reserves the right from time to time, within seven years of the date of recording this Master Deed or such time that Declarant relinquishes control over the condominium project in accordance with Section 7.3 above, to amend this Master Deed to the extent of adding those Boat Slip Storage Units, Common Elements and/or Limited Common Elements as may be shown in a shaded area on the condominium plan filed of record simultaneously herewith in the Office of the County Clerk of Jefferson County, Kentucky. Once added by addendum, those Boat Slip Storage Units, Common Elements and/or Limited Common Elements shall have the same rights and privileges as provided for herein. In furtherance of the foregoing, an irrevocable power of attorney coupled with an interest is hereby granted and reserved unto the Declarant, its successors and assigns (however, individual Boat Slip Storage Unit Owners shall not be included within the meaning of successors and assigns as used in this paragraph) to shift and reallocate from time to time the percentage ownership interest in the Common Elements appurtenant to each Boat Slip Storage Unit. Each execution of a deed of conveyance, mortgage or other instrument with respect to a Boat Slip Storage Unit and the acceptance thereof shall be deemed a grant and an acknowledgement of and conclusive evidence of the parties thereto to the consent of such reservation of power to Declarant as attorney in fact and shall be deemed to reserve to Declarant, 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 Boat Slip Storage Unit as set forth in each such recorded amendment. Further, Declarant specifically reserves unto itself and its successors and assigns, the rights to determine the location of all future Boat Slip Storage Units, Boat Slip Limited Common Elements and other improvements. Further, as long as the Declarant owns one (1) or more Boat Slip Storage Units in the condominium project, the Declarant shall have the right, without further authorization from the Boat Slip Storage Unit Owners or Board of Directors of the Association, to combine or subdivide or add or otherwise realign Boat Slip Storage Units and Boat Slip Limited Common Elements held by the Declarant in order to facilitate their sale.

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

A. The General Common Elements described in each such Amended Declaration 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 Boat Slip Storage Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded amended master deed, and each deed, mortgage or other instrument affecting a Boat Slip Storage Unit shall be deemed to include such additional Common Elements, and the ownership of any such Boat Slip Storage Unit and lien of any mortgage shall automatically include and attach to such additional Common Elements as such amended master deed is recorded.

C. Each Boat Slip Storage Unit Owner shall have a perpetual easement, appurtenant to his Boat Slip Storage Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded amended 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 Boat Slip Storage Unit Owners of specific Boat Slip Storage Units as may be provided in any such amended master deed.

D. The recording of each such amended master deed shall not alter the amount of the lien for expenses assessed to a Boat Slip Storage Unit prior to such recording.

(e) Each Boat Slip Storage Unit Owner by acceptance of the deed conveying his Boat Slip Storage Unit agrees for himself and all those claiming under him, including mortgagees, that this Master Deed and each amended 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 amended master deed shall be deemed to be made by agreement of all Boat Slip Storage Unit Owners.

19. **Encroachments.** If any portion of the General Common and Limited Common Elements encroaches upon any Boat Slip Storage Unit and/or Boat Slip Limited Common Element, or if any Boat Slip Storage Unit and/or Boat Slip Limited Common Element encroaches upon any other Boat Slip Storage Unit and/or Boat Slip Limited Common Element or upon any portion of the General Common or other Limited Common Elements as a result of the manner in which they were constructed, or as a result of settling or shifting of the Boat Slip Storage Unit and/or Boat Slip Limited Common Element or as a result of alterations or refurbishing of the General Common or Limited Common Elements one or more Boat Slip Storage Unit Owner made by or with the consent of the Board of Directors, a valid easement for the encroachment and for the maintenance of the same shall exist as long as such Boat Slip Storage Unit and/or Boat Slip Limited Common Element shall exist. In the event that improvements to the Boat Slip Storage Units or any adjoining General Common and Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the General Common and Limited Common Elements upon any Boat Slip Storage Unit, or of any Boat Slip Storage Unit and/or Boat Slip Limited Common Element upon any other Boat Slip Storage Unit or upon any portion of the General Common and Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Boat Slip Storage Units and/or Boat Slip Limited Common Elements shall stand.

20. **Priority.** As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the mortgage, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages.

IN TESTIMONY WHEREOF, witness the signature of Declarant the day and year first above written.

MARINA VILLAGE, INC.

By: [Signature]
Title: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing Master Deed was this day produced before me by Jeff Wagner as President of Marina Village, Inc. and was acknowledged and delivered by him to be his act and deed of said corporation.

WITNESS my hand this 10th day of August, 1999

My commission expires: November 18, 2003

Orina H. Green
NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:



William B. Bardenwerper
BARDENWERPER & LOBB, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

WBB/jir

WBB/Nov-99/MarinaVillage2.D01
Rev. 08/02/2000 12:07 PM

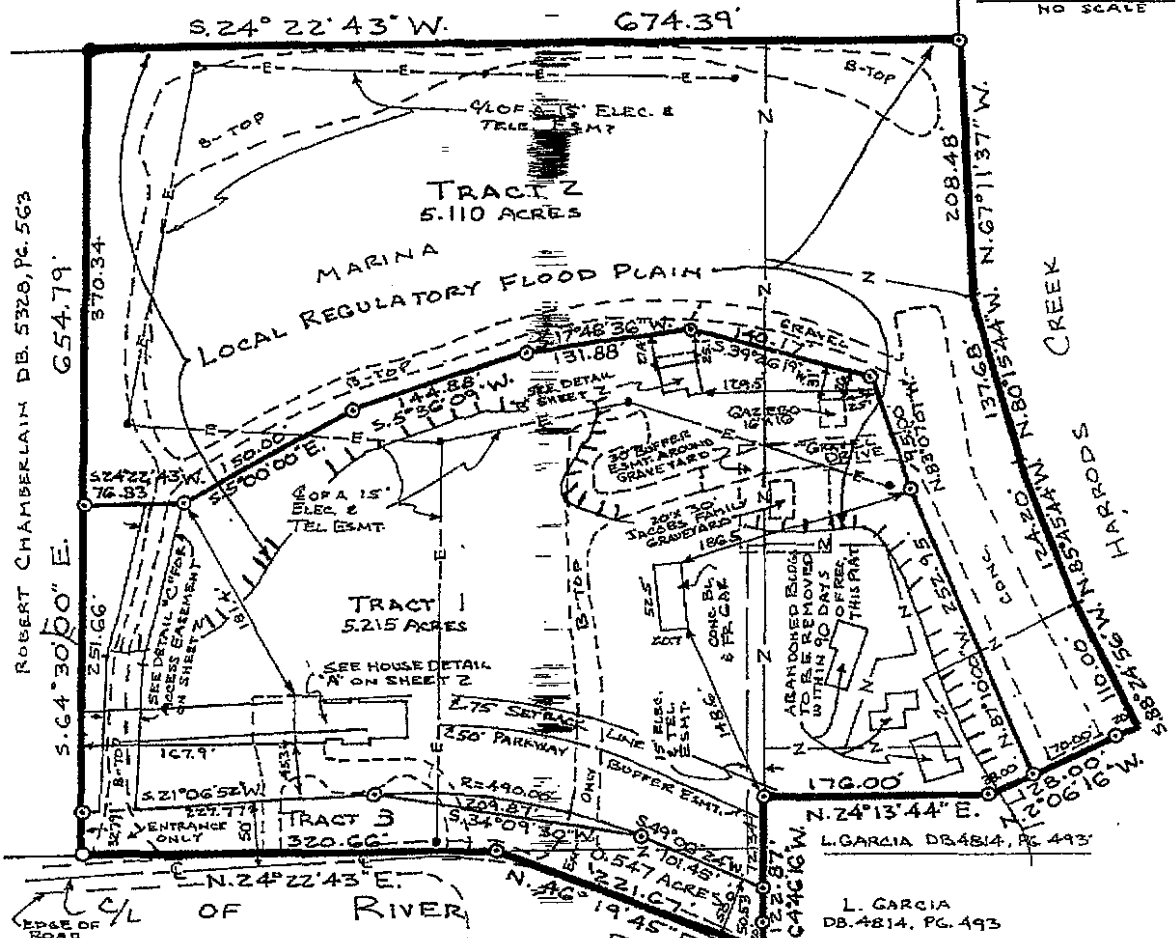
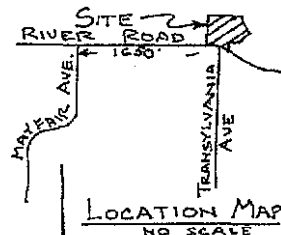
NOTES:

1. Closure Error is better than the 1 in 10,000 required for a class A survey.
2. A title examination may reveal roads and easements not shown hereon.
3. The purpose of this Minor Plat is to create two lots out of one lot.
4. Reference to meridian was taken from the record deed and is shown as S.64 deg. 30 min. 00 sec. E. along the North property line on this Plat.
5. Access Easement must conform to Ordinance 17, Series 1991 Jefferson Fiscal Court.

The Jacobs Family Graveyard information was taken from a survey by Jones & Jones dated 12/07/73.

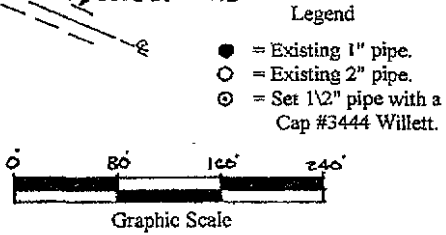
MARVIN HEAD DB.SIC1, PC.485

DE07495PG0147



TRACT 3 IS DEDICATED R/W SO FROM 4/0F ROAD

Note: These lots / parcels shall not be available for residential or critical facility construction (as defined by Jefferson County Floodplain Ordinance #23) if access to lots is not from a road that is at or above the local regulatory plain elevation.



LAND SURVEYORS CERTIFICATE
 I hereby certify that this plat and survey were made by me or under my direct supervision and that the angular and linear measurements as witnessed by monuments shown hereon are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards of governing authorities.
Todd K. Willett 5-18-00
 TODD K. WILLETT Date
 Professional Land Surveyor, Kentucky Registration No. 3444

MINOR SUBDIVISION PLAT
 TO CREATE TWO TRACTS AND AN ACCESS ESMT.
 MARINA VILLAGE INC.
 974 Breckinridge Lane Apt. #198 Louisville, KY. 40207
 Property Location
 Address 7071 Upper River Road, Louisville, Ky. 40259
 Tax Block 206, Tax Lots, 10,11,12,14 & 26 recorded in Deed Book 7367, Page 695. Tax Lot 17 recorded in Deed Book 7419, Page 863
 Scale: 1" = 120' Date: 04/03/2000 Job No. 15258/00

CERTIFICATE OF APPROVAL
 Approved this 31st day of May, 2000
 Invalid if not recorded by this date: 05/31/2001
 By *LINK BLASER*
 Louisville and Jefferson County Planning Commission
 Approval Subject to attached certificates. N/A
 Special requirements

WILLETT & ASSOCS.
 Land Surveying Inc.
 4134 South Fifth Street, Louisville, KY. 40214
 Phone: 502-368-6272 Fax: 502-363-2462
 Sheet 1 of 5

DOCKET NO. 129-00

129-00

...LLI
BC

THIS APPROVAL IS FOR LAND ...
IT DOES NOT CONSTITUTE APPROVAL FOR ...
CONNECTION OR ON-SITE SEWAGE SYSTEM.

5-24-00
(Date)

BY: Gregory A. ...

COMMENTS: _____

METROPOLITAN SEWER DISTRICT REVIEW

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

C. ... _____ 5-18-00
Storm Drainage Review _____ Date

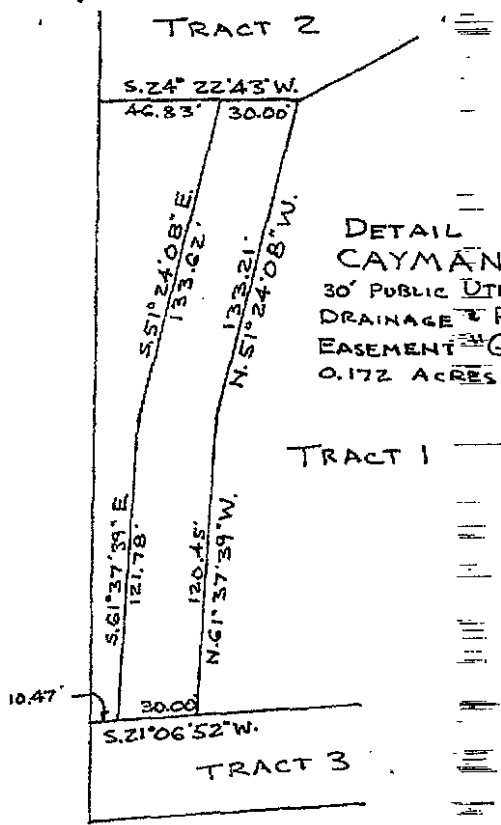
No MSD San. Sewer Avail. _____
Sanitary Sewer Review _____ Date

MINOR PLAT
APPROVAL
JEFFERSON COUNTY
DEPT. OF PUBLIC WORKS

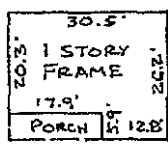
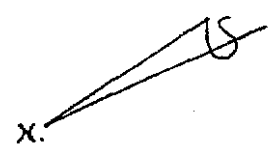
BY: ...Brossmeyer

DATE: 5/23/00

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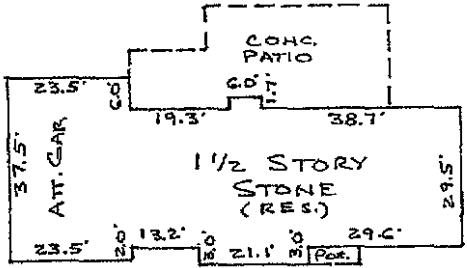


DETAIL "C"
 CAYMAN COURT
 30' PUBLIC UTILITY, SEWER
 DRAINAGE & PRIVATE ACCESS
 EASEMENT GRANTED
 0.172 ACRES 1" = 60'



DETAIL "B"
 1" = 30'
 STORAGE BLDG.

STATE OF KENTUCKY
 TODD K. WILLET
 3444
 LICENSED
 PROFESSIONAL
 LAND SURVEYOR



HOUSE DETAIL "A" 1" = 30'

LAND SURVEYORS CERTIFICATE
 I hereby certify that this plat and survey were made by me or under my direct supervision, and that the angular and linear measurements as witnessed by monuments shown hereon are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards of governing authorities.
Todd K. Willett 5-18-00
 TODD K. WILLET Date
 Professional Land Surveyor, Kentucky Registration No. 3444

CERTIFICATE OF APPROVAL
 Approved this 3rd day of May, 2000
 Invalid if not recorded by this date: 05/31/2001
 By Clark F. Dodge
 Louisville and Jefferson County Planning Commission
 Approval Subject to attached certificates.
 Special requirements N/A

DOCKET NO. 129-00

MINOR SUBDIVISION PLAT

OWNER
 MARINA VILLAGE INC.
 974 Breckinridge Lane Apt. #198 Louisville, KY. 40207
 Property Location
 Address 7071 Upper River Road, Louisville, Ky. 40259
 Tax Block 206, Tax Lots, 10,11,12,14 & 26 recorded in Deed Book 7367, Page 695. Tax Lot 17 recorded in Deed Book 7419, Page 863

Scale: 1" = 120' Date: 04/03/2000 Job No. 15258/00

WILLET & ASSOCS.
 Land Surveying Inc.
 4734 South Fifth Street, Louisville, KY. 40214
 Phone: 502-368-6272 Fax: 502-363-2462
 Sheet 2 of 5

129-00

CERTIFICATE OF OWNERSHIP AND DEDICATION

This is to certify that the undersigned is The owner(s) of the land shown on this plat and hereby acknowledges the same to be the plat of Marina Village Inc. recorded in Deed Book 7367, Page 695 & Deed Book 7419, Page 863 ,does hereby dedicate to public use N/A ~~X~~ shown hereon.

Marina Village Inc.

By: [Signature]

Title: President

Address: 974 Breckinridge Lane #198
Louisville, Ky 40207

ZONING CERTIFICATE

I/we hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Zoning District Regulations. Any such buildings or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket No. B-81-7C or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

Marina Village Inc.

By: [Signature]

Title: President

CERTIFICATE OF ACKNOWLEDGMENT

State of Kentucky)
County of Jefferson) SS

I, Melissa A. Fultz, a Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of Marina Village Inc. recorded in Deed Book 7367, Page 695 & Deed Book 7419, Page 863 was this day presented to me by Jeff Wagner known to me, who executed these Certificates in my presence and acknowledge it to be their free act and deed.

Witness my hand and seal this 26th day of May, 19 2000

My Commission expires: 1st day of Jan, 19 2003

[Signature]
Notary Public

MINOR SUBDIVISION PLAT

OWNER

MARINA VILLAGE INC.

974 Breckinridge Lane Apt. #198 Louisville, KY. 40207

Property Location

Address 7071 Upper River Road, Louisville, Ky. 40259

Tax Block 206, Tax Lots, 10,11,12,14 & 26 recorded in

Deed Book 7367, Page 695. Tax Lot 17 recorded in Deed

Book 7419, Page 863

Scale: 1"= 120' Date: 04/03/2000 Job No. 15258\00

WILLETT & ASSOCS.

Land Surveying Inc.

4134 South Fifth Street, Louisville, KY. 40214

Phone: 502-368-6272 Fax: 502-363-2462

Sheet 3 of 5

9.77 CERTIFICATE FOR DEDICATION OF PUBLIC UTILITY, SEWER, DRAINAGE AND PRIVATE ACCESS EASEMENTS (minor plats only)

This instrument made and entered into this 18TH day of MAY, 2000, by the undersigned Owners, JEFF WAGNER per Deed Book 7419, Page 863, confers the rights and obligations regarding certain real property as follows:

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

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

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

5/26/00 Date

Jeff Wagner Owner's signature

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing Dedication of Public Utility, Sewer, Drainage and Private Access easements was signed and acknowledged before me by Jeff Wagner GRANTOR, THIS 26th day of May, 2000.

Notary Public, Kentucky State-At-Large My Commission expires: 11/11/2003

This Instrument prepared by: Todd K. Willett 4134 So Fifth Street Louisville, Ky. 40214

Melissa A. Zeltz (Signature)

MINOR SUBDIVISION PLAT

OWNER MARINA VILLAGE INC. 974 Breckinridge Lane Apt. #198 Louisville, KY. 40207 Property Location Address 7071 Upper River Road, Louisville, Ky. 40259 Tax Block 206, Tax Lots, 10,11,12,14 & 26 recorded in Deed Book 7367, Page 695. Tax Lot 17 recorded in Deed Book 7419, Page 863

Scale: 1"= 120' Date: 04/03/2000 Job No. 15258\00

WILLET & ASSOCS.

Land Surveying Inc. 4134 South Fifth Street, Louisville, KY. 40214 Phone: 502-368-6272 Fax: 502-363-2462

CERTIFICATE FOR EASEMENT, RESTRICTIONS AND MAINTENANCE REQUIREMENTS FOR TWO LOTS ON A MINOR PLAT

This instrument made and entered into this 18th day of MAY, 2000, by the undersigned Owners, JEFF WAGNER per Deed Book 7367, Page 823, confers the rights and obligations regarding certain real property as follows:

- 1. The owner(s) or occupants of tracts 1 & 2 are hereby granted the easement shown on the attached plat for vehicular and pedestrian ingress and egress across the property designated as TRACT 2. Said easement shall be for the benefit of said owners or occupants, their guests and invitees.
2. The rights conveyed by said easement are limited to such as are customarily incidental to single family residential usage of the lot.
3. All costs or expenses incidental to the maintenance, repair or rebuilding of said road as to keep it in a good and passable condition as a BLACK TOP road shall be divided equally between Tracts 1 & 2. Any tract owner who fails to pay the assessment promptly upon demand by the person who has borne one-half by the owners of each tract.
4. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said tracts and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.
5. The provisions of this document may not be modified except by agreement of the owners of said tracts and approval of the Louisville and Jefferson County Planning Commission.
6. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action at law or in equity.
7. The provisions hereof are several, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signatures of the owners of said tracts as of the day and year set out above.

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

[Signature] (Owners Signature)
[Typed Name] (Typed or Printed)

I, a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by Jeff Wagner who acknowledged it to be his free act and deed. Witness my hand this 24th day of May, 2000. My Commission expires on 11/1/2003.

[Signature] Notary Public

This instrument prepared by: [Signature] (signature) Todd K. Willett 4134 So 5th Street, Louisville, Ky. 40214

MINOR SUBDIVISION PLAT

OWNER MARINA VILLAGE INC. 974 Breckinridge Lane Apt. #198 Louisville, KY. 40207 Property Location Address 7071 Upper River Road, Louisville, Ky. 40259 Tax Block 206, Tax Lots, 10,11,12,14 & 26 recorded in Deed Book 7367, Page 695. Tax Lot 17 recorded in Deed Book 7419, Page 863

Scale: 1"= 120' Date: 04/03/2000 Job No. 15258/00

WILLET & ASSOCS.

Land Surveying Inc. 4134 South Fifth Street, Louisville, KY. 40214 Phone: 502-368-6272 Fax: 502-363-2462 Sheet 5 of 5

DB07495PG0154

EXHIBIT B

Boat Slip Limited Common Element

Dock A Unit Numbers	Length	Width	Square Footage
1	50'	15.7'	785
2	50'	15.7'	785
3	50'	15.7'	785
4	50'	15.7'	785
5	50'	15.7'	785
6	50'	15.7'	785
7	50'	15.7'	785
8	50'	15.7'	785
9	55'	15.7'	863.5
10	55'	17.7'	973.5
11	50'	15.7'	785
12	50'	15.7'	785
13	50'	15.7'	785
14	50'	15.7'	785
15	50'	15.7'	785
16	50'	15.7'	785
17	50'	15.7'	785
18	50'	15.7'	785
19	50'	15.7'	785
20	50'	15.7'	785
21	50'	15.7'	785
22	50'	15.7'	785
23	50'	15.7'	785
24	50'	15.7'	785
25	50'	15.7'	785
26	50'	15.7'	785
Subtotals	1310'	Variable	20,677

Boat Slip Limited Common Element 7495PG0155

<u>Dock B1 Unit Numbers</u>	<u>Length</u>	<u>Width</u>	<u>Square Footage</u>
1	30'	16'	480
2	tbd	16'	480
3	tbd	16'	480
4	tbd	16'	480
5	tbd	16'	480
6	tbd	16'	480
7	tbd	16'	480
8	52'	16'	832
<u>Subtotals</u>	300'	16'	4800

Boat Slip Limited Common Element

<u>Dock B2 Unit Numbers</u>	<u>Length</u>	<u>Width</u>	<u>Square Footage</u>
9	tbd	16'	tbd
10	tbd	16'	tbd
11	tbd	16'	tbd
12	tbd	16'	tbd
13	tbd	16'	tbd
14	51'	16'	816
<u>Subtotals</u>	220	x 16'	= 3520

Boat Slip Limited Common Element

<u>Dock C Unit Numbers</u>	<u>Length</u>	<u>Width</u>	<u>Square Footage</u>
I	100'	18	1800
<u>Subtotal</u>	100'	18	1800

Boat Slip Limited Common Element

pg 07495 P60156

Dock D Unit Numbers	Length	Width	Square Footage
1	55'	18'	990
3	43'	18'	774
4	55'	18'	990
5	55'	18'	990
7&8	75'	18'	1350
9	55'	18'	990
10	42'	18'	756
Subtotals	380'	18'	6840

Grand Totals 48 Units 2310 x Variable = 37,637 square feet

NOTE: tbd = to be determined at time of deed

WBB/IR/Marina Village Exh B
Rev. 07/31/2000 11:30 AM

DB07495PG0157

EXHIBIT C

Common Expense Chart

<u>Units Located on</u>	<u>Monthly Expense Charge</u>
Dock A	\$50 per Boat Slip
Dock B1	\$50 per 30' of linear feet of dock space or fraction thereof
Dock B2	\$50 per 30' of linear feet of dock space or fraction thereof
Dock C	\$50 per 50' of linear feet of dock space or fraction thereof
Dock D	\$50 per 35' of linear feet of dock space or fraction thereof

WBB/IR/Marina Village Exh C
Rev. 07/31/2000 11:43 AM

CONDOMINIUM
OR
APT. OWNERSHIP
BOOK 78 PAGE 17-19
FILE NO. 1259
Document No.: DN2000107108
Lodged By: LOBB
Recorded On: 08/10/2000 02:08:04
Total Fees: 58.00
Transfer Tax: .00
County Clerk: Bobbie Holselaw-JEFF CO KY
Deputy Clerk: EVENAY

ND OF DOCUMENT