

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY VILLAGE SUBDIVISION**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY VILLAGE SUBDIVISION** is entered into as of the 26 day of Sept., 2014, by and among **GLENMARY VILLAGE, LLC**, a Kentucky limited liability company ("GV"), **RENAISSANCE-GLENMARY VILLAGE APARTMENTS, LLC**, a Kentucky limited liability company ("Apartments").

**WHEREAS**, GV, as the owner of the real property more fully described on Exhibit A-1, and Apartments, as the owner of the real property more fully described on Exhibit A-2, acting collectively as the "Developer", executed that certain Declaration of Covenants, Conditions and Restrictions for Glenmary Village Subdivision dated March 9, 2004, and recorded in Deed Book 8372, Page 0129, in the Office of the Clerk of Jefferson County, Kentucky (the "Original Declaration"); and

**WHEREAS**, the current ownership of the lots of Glenmary Village Subdivision are as follows;

- A) Lot 1 Glenmary Village Apartments, LLC by Deed dated October 31, 2001 of record in Deed Book 7757 page 140, and by quitclaim deeds dated March 2, 2006 and recorded in Deed Book 8790 Page 462 and 465 both in the Office of the Clerk of Jefferson County, Kentucky.
- B) Lot 2 PBI Bank, Inc. by deed dated March 10, 2010 of record in Deed Book 9534 page 212.
- C) Lot 3 PBI Bank, Inc. by deed dated March 10, 2010 of record in Deed Book 9534 page 216.
- D) Lot 4 The Gardens of Glenmary Village, by deed dated October 25, 2005 of record in Deed Book 8724 page 766.
- E) Lot 5 Fifth Third Bank by deed dated June 21, 2010 of record in Deed Book 9580 page 712.
- F) Lot 6 The Future Fund Endowment, Inc. by deed dated December 11, 2012 of record in Deed Book 9990 page 484.

**WHEREAS**, the Original Declaration called for the formation of a residents association by the name of Glenmary Village Residents Association, Inc., a Kentucky non-profit corporation (the "Residents Association") and a recreational association by the name of Glenmary Village Recreational Association, Inc., a Kentucky non-profit corporation (the "Recreational Association"); and

**WHEREAS**, the Residents Association was formed by Articles of Incorporation filed March 11, 2004, with the Kentucky Secretary of State, a copy of which is recorded in Book 621, page 70, in the Office of the Clerk of Jefferson County, Kentucky (the "Residents Articles of Incorporation") and the Residents Association adopted By-Laws dated March 11, 2004 (the "Residents Association By-Laws"); and

**WHEREAS**, the Recreational Association was formed by Articles of Incorporation filed March 11, 2004, with the Kentucky Secretary of State, a copy of which is recorded in Book 621, page 65, in the Office of the Clerk of Jefferson County, Kentucky (the "Recreational Articles of Incorporation") and the Recreational Association adopted By-Laws dated March 11, 2004 (the "Recreational Association By-Laws"); and

**WHEREAS**, there are certain inadvertent inconsistencies and conflicts between the Original Declaration, the Residents Articles of Incorporation, the Residents Association By-Laws, the Recreational Articles of Incorporation and the Recreational Association By-Laws, which the parties desire to correct as more fully set forth below; and

**WHEREAS**, the "Recreation Association" contemplated by the Original Declaration is not active and will be dissolved, and the "Recreation Area" was not developed as anticipated under the Original Declaration, and it is desirable to delete all references to the Recreational Association, Recreation Area and similar terms; and

**WHEREAS**, GV has, simultaneous with the execution of this Amended and Restated Declaration, assigned all of its rights as Developer under the Original Declaration, the Recreational Articles of Incorporation, the Recreational Association By-Laws, the Residents Articles of Incorporation and the Residents Association By-Laws to Apartments; and

**WHEREAS**, Apartments holds seventy-five percent (75%) or more of the votes in the Residents Association and the Recreational Association and has the power to amend the Original Declaration pursuant to Article VIII, Section 3, thereof, and whereas a meeting was properly convened and these Amended and Restated Declaration and Restrictions were voted upon with at least a 75% vote in favor,

**NOW, THEREFORE**, in consideration of the foregoing, the Original Declaration is hereby amended and restated as follows, and

Developer hereby declares that the Property (hereinafter defined) shall be held, sold and conveyed subject to the following Amended and Restated Declaration easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner (hereinafter defined).

## **ARTICLE I — DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the Residents Association, as defined below.

**Section 2.** "Common Area" shall have the meaning provided in Article III, Section 1, of this Declaration.

**Section 3.** “Residents Association” shall mean Glenmary Village Residents Association, Inc., a Kentucky nonprofit corporation, whose Articles of Incorporation have been filed with the Secretary of State for the Commonwealth of Kentucky and in the office of the Clerk of Jefferson County, Kentucky. The Residents Association has been established to maintain and operate the Common Area and facilities generally benefiting its members, and to establish and collect assessments for that purpose. See Article IV for provisions concerning the Residents Association and Article VI for provisions concerning the assessments.

**Section 4.** “Owner” shall mean and refer to one or more persons or entities, including Developer, who holds the record title to any Residential Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner. For the purpose of this Declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of assessments, the record owner of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant residing in the Residential Unit.

**Section 5.** “Person” means a natural person, a corporation, a partnership, trustee, or other legal entity.

**Section 6.** “Property” shall mean and refer to the real property described in Article II, Section 1, and such additions as may be made pursuant to Article II, Section 2.

**Section 7.** “Residential Unit” shall mean a portion of the Property intended for use and occupancy as a residence by a single family, whether a residence is constructed thereon or not, including apartment units, condominium units and lots, which may contain, without limitation, detached houses, cluster houses or townhouses.

**Section 8.** “Developer” shall mean Apartments and its assigns, including, any record owner of Lot 1.

**Section 9.** “Residential Units” The number of Residential Units developed and approved for each Lot or Tract of Glenmary Village Subdivision, on the date of this Amended and Restated Covenants and Restrictions are set forth below:

<b>Lot Number</b>	<b>Project Name</b>	<b>Developed Residential Units</b>	<b>Undeveloped Residential Units</b>	<b>Total Residential Units</b>
1	Glenmary Village Apartments	272	0	272
2	Glenmary Gardens II	32	192	224
3	The Overlook	18	100	118

4	Glenmary Gardens I	48	0	48
5	The Glenmary Meadows	0	64	64
6	Woodlands Protection Area Total	0	0	0
	Total	370	356	726

**Section 10.** “Residents Association Membership and Voting” As of this date the membership and voting rights for the Residents Association are as follows:

- 1) Lot 1— 1,360 Votes by Glenmary Village Apartments, LLC (As Developer - 272 multiplied by five (5) as provided for herein and in the Original Declaration).
- 2) Lot 2—32 Votes by Gardens II of Glenmary Village Condo Council, Inc.;  
192 Votes by PBI Bank
- 3) Lot 3—18 Votes by Overlook At Glenmary Village Condo Assoc.  
100 Votes by PBI Bank
- 4) Lot 4 —48 Votes by Council of Co-Owners of the Gardens of Glenmary Village, Inc.
- 5) Lot 5—64 Votes by Fifth Third Bank

## ARTICLE II — PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

**Section 1.** Existing Property. The Property which is subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

- A) BEING Tracts 2, 3, 4, 5 and 6, inclusive as shown on the Record Plat of Glenmary Village Subdivision, of record in Plat Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky

BEING the same property acquired by Glenmary Village, LLC by the following Deeds: Deed Book 7646, Page 634; Deed Book 7647, Page 640; Deed Book 7646, Page 643; Deed Book 7646, Page 654 (as consolidated in Deed Book 7745, Page 958, corrected in Deed Book 7918, Page 190); and Deed Book 8049, Page 202, all in the office of the Clerk of Jefferson County, Kentucky.

- B) BEING Lot 1, Glenmary Village Subdivision, Plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Renaissance Glenmary Village Apartments, LLC, by Deed dated October 31, 2001, of record in Deed Book 7757, Page 140, in said Clerk's office and by Quitclaim Deeds dated March 2, 2006, recorded in Deed Book 8790, Page 462 and 465 both in the Office of the Clerk of Jefferson County, Kentucky.

**Section 2.** Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners;

(a) Additions in Accordance with a General Plan of Development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Residents Association from time to time and at any time until twenty years from the date of recording of this Declaration, to subject to the provisions of this Declaration all or any portion of the Glenmary Village by filing in the office of the Clerk of Jefferson County, Kentucky an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Developer may assign this right of annexation to any Person.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that in Glenmary Village may be made subject to this Declaration by filing an amendment to this Declaration in the office of the Clerk of Jefferson County, Kentucky. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of Glenmary Village or, if Developer no longer owns any part of Glenmary Village, the written consent or affirmative vote of a majority of the Class A members of the Residents Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Residents Association, if Developer no longer owns part of Glenmary Village and the Residents Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

**Section 3.** Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property in Glenmary Village.

### ARTICLE III — PROPERTY RIGHTS

**Section 1.** Common Area. Every Owner, and every member of the Residents Association, shall have a right of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to each residential unit. The Common Area means and refers to Glenmary Village Boulevard, the sidewalks adjacent thereto, islands in the right of way, the Signature Entrance and lighting and irrigation along Glenmary Village Boulevard, all as located on the Property. The owners, and members of the residents association, rights of enjoyment are subject to the following provisions:

(a) The right of the Residents Association to suspend the voting rights and the right to sue the Common Areas by an Owner for any period during which any assessment against the Owner's Residential Unit remains unpaid, and for the period of time for any infraction of its published rules and regulations

(b) The right of the Residents Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Residents Association; provided, the Owners' easements of ingress and egress and any public utility easement shall not be affected. Developer may dedicate utility or service easements upon, through or under the Common Area at its sole discretion, and this right of the Developer may be assigned by Developer to the Board of Directors of the Residents Association, if the Common Area is affected.

**Section 2.** Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area to the members of his or her family residing with Owner on the Property or to his or her tenants or contract purchasers who reside on the Property. Membership in the Residents Association may not be conveyed separately from ownership in the Residential Unit.

**Section 3.** Sale of Common Area. No common Area shall be sold or otherwise disposed of without first offering to dedicate such area to the Metropolitan Government of Louisville and Jefferson County, Kentucky. This limitation neither applies to a transfer of the Common Area to an organization conceived and established to own and maintain the Common Area as a successor to the Residents Association, nor to the dedication of streets or utility easements as provided in Section 1(d) of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

#### ARTICLE IV — RESIDENTS ASSOCIATION

The Residents Association has been formed for the purpose of maintaining and keeping in good repair the Common Area and promoting the social welfare and serving the common good and general welfare of its members.

**Section 1.** Membership in Residents Association. Developer and every Owner in Lots 1 through 5 Glenmary Village Subdivision, shall be a member of the Residents Association; provided however, if any Residential Units are or become subject to a condominium regime, then the Home Owners Association (HOA) for such Residential Units shall be a member of the Residents Association in the place of the Owners of such Residential Units and such HOA shall have the voting rights and number of votes that would otherwise be available to the Owners of the Residential Units. The record owner of any lot that is not fully developed shall retain the voting rights for all undeveloped units.

**Section 2.** Classes of Membership in the Residents Association. The Residents Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all the record Owners of each lot, or any HOA created for any condominium regime on any such lot. Each lot shall have the number

of votes as the number of residential units approved for each lot. If the lot is not totally built or developed, then the votes will be divided between the record owner of the Lot and the HOA in relation to the percentage of units developed and undeveloped. See Article I Sections 9 and 10 above.

(b) Class B. The Class B member shall be Developer. Developer, as owner of Lot 1, shall be entitled to 5 votes for each Residential Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) When, in its discretion, Developer so determines;
- (ii) January 1, 2030.

**Section 3. Election of Board of Directors of the Residents Association.** Article VII, Section 7, of this Declaration provides for the development of the Property in several tracts. The Articles and Bylaws of the Residents Association provide for a system of electing the Board of Directors of the Residents Association. The Articles and Bylaws may be amended to provide that two or more tracts are to be consolidated for the purpose of electing a Director and/or to provide for the election of a number of at-Large Directors.

**Section 4. Rights and Obligations of the Residents Association.**

(a) The Residents Association shall maintain, operate and keep in good repair unless such obligations are assumed by any municipal or governmental agency or other private maintenance association having jurisdiction thereof, the Common Area.

(b) The Residents Association shall have the rights and obligations more fully set forth in its Articles and Bylaws, including, but not limited to, the right or obligation to provide and pay for utility service to the Common Areas, including, without limitation, streetlights, to pay or contest real and personal property taxes and assessments, to obtain insurance on the Common Area, and to make and enforce reasonable rules and regulations for the use of the Common Area. The Residents Association may exercise any other right or privilege reasonably to be implied from the existence of the rights and privileges given to it in this Declaration, its Articles and Bylaws or reasonably necessary to effectuate any of the express rights and privileges.

(d) The Residents Association shall not be dissolved unless and until a successor organization has been established to assume the rights and obligations imposed on the Residents Association in this Declaration.

**ARTICLE V — ASSESSMENTS**

**Section 1. Assessments; Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed for the Residential Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Residents Association and the (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments to be established

and collected as provided in this Article. The annual and special assessments, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall also be the personal obligation of the Owner at the time when the assessment fell due.

**Section 2. Purpose of Assessments.**

(a) The assessment levied by the Residents Association shall be used exclusively for the maintenance of the Common Area, including, but not limited to, the cost of repairs, replacement and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance, the employment of attorneys to represent the Residents Association and such other needs as may arise for the improvement and maintenance of the Common Area.

(b) Until Class B membership in the Residents Association ceases and is converted to Class A membership, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Common Area, as permitted in this Declaration.

**Section 3. Maximum Annual Assessment.**

(a) Until January 1, 2015, the maximum annual assessment levied by the Residents Association shall be set at a rate not to exceed \$300 per month per Residential Unit. From and after January 1, 2015, the maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members of the Residents Association.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximums. The Board of Directors of the Association shall determine when the assessment shall be paid.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Residents Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

**Section 5. Uniform Rate of Assessment.** Annual and special assessments shall be fixed at a uniform rate for all Residential Units. The Board of Directors of the Association may at its discretion waive the assessment for any year or part of a year for any Residential Unit not occupied as a residence.

**Section 6. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall begin as to any Residential Unit subject to the assessment on the first



day of the month next following the date on which title to the Residential Unit is conveyed to an Owner, subject to the waiver provided in Section 5 of this Article. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year when title to the Residential Unit is conveyed to an Owner.

**Section 7. Effect of nonpayment of Assessments; Remedies of the Associations.** Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Residential Unit. Any assessments levied by the Residents Association shall constitute a lien upon the Residential Unit and improvements thereon against which each such assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the Residential Unit and shall be enforceable against such Residential Unit by foreclosure or otherwise.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or vendor's lien. Sale or transfer of any Residential Unit shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Residential Unit pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but shall not relieve such Residential Unit Owner from liability for any assessments thereafter becoming due or such Residential Unit from the lien for any assessments there after becoming due.

## ARTICLE VII — MORTGAGEES' RIGHTS

A holder, insurer, or guarantor of a first mortgage ("**Mortgagee**"), upon written request to the Residents Association stating the Mortgagee's name and address and the address or unit number of the Residential Unit will be notified timely and in writing by the Residents Association of the following:

- (a) Any condemnation or casualty loss which affects a material portion of the Property or which affects any Residential Unit that secures the Mortgagee's mortgage;
- (b) Any sixty day delinquency in the payment of assessment or charges owed by the Owner of any Residential Unit on which the Mortgagee holds the mortgage; and
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Residents Association.

## ARTICLE VIII — GENERAL PROVISIONS

**Section 1. Enforcement.** Enforcement of these restrictions shall be by proceeding of law or in equity, brought by the Owner, by the Residents Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Owner, the Residents Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for

restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**Section 2. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 3. Restrictions Run With Land.** Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then Owners of all Residential Units subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by a written instrument signed by the Owners of the Residential Units with 75% of the votes in the Residents Association and recorded in the office of the Clerk of Jefferson County, Kentucky.

**Section 4. Amendments to Articles and Bylaws.** Nothing in this Declaration shall limit the right of the Residents Association to amend, from time to time, their Articles and Bylaws.

**Section 5. Non-Liability of the Directors and Officers.** Neither Developer nor the directors or officers of the Residents Association shall be personally liable to the Owners for any mistake or judgment or for any other acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

**Section 6. Boards' Determination Binding.** In the event of any dispute or disagreement between any Owners relating to the Property or the Common Area, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Residents Association, the determination thereof by the Board of Directors of the Residents Association shall be final and binding on each and all such Owners.

**Section 7. Other Maintenance Associations.** The Property will be developed in several tracts which may include various types of residential properties, including apartments, condominiums, townhouses, and patio houses. This Declaration applies to all the Property made subject to this Declaration, but nothing contained in this Declaration shall be construed to prevent additional covenants, conditions and restrictions from being imposed on individual tracts. Any such covenants, conditions or restrictions that conflict with those contained in this Declaration shall be void, and the covenants, conditions and restrictions contained in this Declaration shall control. Maintenance associations or condominium councils may be established for the different tracts. The formation of such additional associations or councils,

however, shall not relieve any Owner from its obligations to pay assessments as provided in this Declaration; provided, the Residents Association may arrange for the additional associations, councils or apartment owners to collect the assessments provided for in this Declaration. The Residents Association may contract with each other or with the additional associations, councils or apartment owners, or may jointly contract with the additional associations, councils, apartment owners and third parties for the purpose of accomplishing the obligations set forth in this Declaration.

**Section 8. Common Areas, Open Spaces, Signature Entrances, etc.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville Metro Planning Commission. The Residents Association cannot amend this restriction without approval from the Louisville Metro Planning Commission.

**Section 9. Woodland Protection Areas.** The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Declaration of Covenants, Conditions and Restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

This Section 9 may be amended or released only with the prior approval of Louisville Metro Planning Commission.

WITNESS the signature of Developer as of the date first set forth above but actually on the dates set forth below.

**GLENMARY VILLAGE, LLC**  
a Kentucky limited liability company,

BY: DKCD, INC. MANAGER  
a Kentucky corporation, ~~Member~~

BY: [Signature]  
TITLE: President

**RENAISSANCE – GLENMARY VILLAGE APARTMENTS, LLC**  
a Kentucky limited liability company

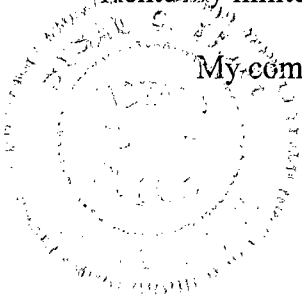
BY: DKCD, INC. MANAGER  
a Kentucky corporation, ~~Member~~

BY: [Signature], President

STATE OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing was acknowledged before me on September 26, 2014, by Donald J. Cook, President of DKCD, Inc., a Kentucky corporation, as Manager of Glenmary Village, LLC, a Kentucky limited liability company, on behalf of the company, and as President of DKCD, Inc., a Kentucky corporation, as Manager of Renaissance-Glenmary Village Apartments, LLC, a Kentucky limited liability company, on behalf of the company.

My commission expires: June 4, 2016



Susan C. Bruno  
Notary Public  
SUSAN C. BRUNO  
#467852

This Instrument Prepared by:

Paul M. Baker

Paul M. Baker  
Lynch, Cox, Gilman & Goodman, PSC  
500 West Jefferson Street, Suite 2100  
Louisville, KY 40202  
(502) 589-4215

BEING Tracts 2, 3, 4, 5 and 6, inclusive as shown on the Record Plat of Glenmary Village Subdivision, of record in Plat Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Glenmary Village, LLC by the following Deeds: Deed Book 7646, Page 634; Deed Book 7646, Page 640; Deed Book 7646, Page 643; Deed Book 7646, Page 654 (as consolidated in Deed Book 7745, Page 958, corrected in Deed Book 7918, Page 190); and Deed Book 8049, Page 202, all in the office of the Clerk of Jefferson County, Kentucky.

## **EXHIBIT A-1**

Being Lot 1, Glenmary Village Subdivision, Plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

Being property conveyed to Renaissance Glenmary Village Apartments, LLC, a Kentucky limited liability company, by Deed dated October 31, 2001, recorded in Deed Book 7757, Page 140, and by Quitclaim Deeds dated March 2, 2006, recorded in Deed Book 8790, Page 462 and 465, both in the Office of the Clerk of Jefferson County, Kentucky.

**EXHIBIT A-2**

Document No.: DN2014124334  
Lodged By: RENAISSANCE GLENMAY  
Recorded On: 09/26/2014 01:00:38  
Total Fees: 46.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: TERHIG

**END OF DOCUMENT**