Bobbie Holsclaw

Jefferson County Clerk's Office

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AMENDED AND RESTATED MASTER DEED CONDOMINIUM PROPERTY LAW FOR

COACH HOUSE

A CONDOMINIUM PROJECT

THIS AMENDED AND RESTATED MASTER DEED for Coach House, Inc. ("Coach House"), a Kentucky nonprofit, nonstock corporation, who can be reached via its registered agent, Kentucky Realty Corporation at 3330 Pinecroft Drive, Louisville, Kentucky 40219, as successor in interests to Colston., files this Amended and Restated Master Deed, is made this 30 day of July 2025 as an amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 5th day of , and August 1977 and filed of record in **Deed Book 4952, Page 610,** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that Amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 29th day of September 1986, and filed of record in **Deed Book 5622, Page 119** in the office aforesaid, as amended by that Amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 27th day of October 1993, and filed of record in **Deed Book 6375 Page 197** in the office aforesaid, as amended by that Amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 7th day of November 2003, and filed of record in **Deed Book 8296, Page 713** in the office aforesaid, as amended by that Amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 2nd day of February 2017, and filed of record in **Deed Book 10815, Page 381** in the office aforesaid, as amended by that Amendment to that Master Deed Condominium Property Law for Coach House A Condominium Project, dated the 10th day of January 2025, and filed of record in **Deed Book 12991, Page 884** in the office aforesaid;

and having amended this Master Deed Condominium Property Law for Coach House A Condominium Project pursuant to Paragraph 20 of the Master Deed Condominium Property Law for Coach House A Condominium Project as evidenced by at least 85 percent of the unit owners of Coach House Council of Co-Owners, Inc., attached to this document, and there being no mortgagees of record, needing no such consent from any such mortgagee, and having complied with all other provisions of the Master Deed Condominium Property Law for Coach House A Condominium Project, as amended.

WHEREAS, it is the desire and intention of Coach House that the real property described in the Master Deed Condominium Property Law for Coach House A Condominium Project, as amended with the related exhibits, is subject to and imposes upon such real property certain rights, privileges, covenants, conditions, and restrictions; and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision development and improvement for the benefit of such real property and for the benefit of the Association, its successors and assigns, and purchasers of such real property at Coach House, and it is further intended that said rights, privilege, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Master Deed, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all such real property should be owned, held, used, leased, sold, conveyed and occupied subject-to the Master Deed; and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, the Association hereby declares that the real property ("Property"), more fully described in the Master Deed Condominium Property Law for Coach House A Condominium Project, as amended, and incorporated by reference hereto and made a part hereof, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, and liens set forth in, and other provisions of, this Master Deed, all of which are declared and agreed to be in furtherance of a common plan and scheme for the Coach House, and the development, sale and improvement of the Property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such Property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Master Deed shall run with the Property made subject hereto and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

WITNESSETH

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

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Condominium Property Law.

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

(1) DESCRIPTION OF THE BUILDING.

The building situated on said real estate is fully described in a set of floor plans of the building filed simultaneously with the recording hereof pursuant to KRS 381.835, Sub-section (2), and, by reference thereto, made a part of this Master Deed, as amended.

(2) UNITS.

(a) The unit numbers of each of the units and the unit percentage interest are fully set forth in **Exhibit 1:**

(b) The locations, dimensions and immediate common areas to which each unit has access are set forth in said floor plans. The legal description of each unit shall consist of its number as aforesaid, followed by the words, "In Coach House, a Condominium Unit". Each Unit shall consist of the space enclosed and bounded by the horizontal plan of the undecorated finished surfaces of the ceiling, floor, and perimeter walls of each unit as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said unit as shown by said plan or plat. Each Deed shall also convey 2 or more parking stalls and designated by number.

(c) No unit shall by deed, plat, court decree, or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on the Floor Plans.

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

(e) Deleted.

(3) DESCRIPTION OF THE COMMON ELEMENTS.

The general common elements shall consist of all property (as hereinafter defined) excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include, but not be limited to, the land and any improvements and fixtures attached thereto, basement areas (except the parking stalls therein), corridors, halls, elevator shafts, stairways, entrances and exits, lobby, garbage chutes, storage area, social and athletic rooms, swimming pool, sun deck, pool deck, bridge or walkway to pool deck, roofs, terrace or roof garden, pipes, ducts, electrical wiring and conduits, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the units), perimeter walls of the units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walks and outside driveways, landscaping, and all other portions of the property except the individual units and any limited common elements attached thereto. Structural columns and load bearing walls located within the boundary of the Unit shall be part of the general common elements. Common elements shall include tangible personal property used for the maintenance and operation of said Condominium property regime even though owned by the Council herein described.

The term "Property" as used in this Master Deed means all of the land, property and space comprising the real estate described in Paragraph 1 hereof and all improvements and structures erected, constructed, or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereon, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the property owners.

(4) DEFINITION AND DESCRIPTION OF LIMITED COMMON ELEMENTS.

A limited common element is a common element whose ownership or percentage of ownership is conveyed by deed, will, or other evidence of conveyance of the units. It is a common element which shall be maintained as any other common element, but limited to the use, enjoyment, and occupancy of the particular unit or units.

The patio or balcony or areas as the case may be, adjoining a unit shall be a limited common element (as defined in the Condominium Property Law) reserved for the use of the respective unit adjoining such patio or balcony to the exclusion of all other units in the building. In addition, all parking stalls in the basement area are designated as limited common areas.

(5) PERCENTAGE INTERESTS

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements appertaining to each unit and its owner for all purposes is as shown on **Exhibit 2**. Coach House shall consist of a maximum of 68 residential Units and the Developer (Colston) reserves no rights to add or annex any further Units thereto.

(b) Coach House and its individual unit owners shall have free and uninterrupted means of access on and over any part of the main roadway leading to Hubbards Lane.

The administration, maintenance, repair and the letting of contracts shall be as explicitly set forth under Paragraph 2 of the Master Deed for Coach Gate of record in **Deed Book 4842, Page 830**, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Owners of Units in Coach House shall have the privilege of using the recreational area within the "Buffer Zone" in Section 1 (Coach Gate) and shall be subject to a charge of not less than $1.00 per month per unit, all as set forth in the Master Deed of Coach Gate referred to above.

Unit Owners in Coach House shall <u>not</u> have any rights and privileges to the use or enjoyment of the "Club House" facilities within "Coach Gate".

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

The term "unit" as used herein and throughout this Master Deed shall mean a "unit" as defined in KRS 381.801(1), together with the percentage of undivided ownership interest in the common elements allocated to such unit in accordance with Paragraph 6. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

(6) PURPOSE

The building and the units therein are intended for and restricted exclusively to single family residential use. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in Paragraph 12 hereof.

(7) DAMAGE OR DESTRUCTION

The Council of Co-owners acting by and through its Board shall acquire insurance protections for the entire Project (which includes Parking Stalls), including but not exclusively, casualty, liability and employee workmen's compensation insurance, without prejudice to the right of each co-owner to insure his own unit on his own account and for his own benefit. Colston, Inc. shall be named in the Master Policy as an additional Mortgagee. The premiums on such insurance shall be considered common expenses enforceable under lien rights, excepting however, that should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such unit shall be required to pay any increase in premiums resulting from such use.

In case of fire or other destruction or damage, the Regine's insurance indemnity, except as provided herein, shall be applied to reconstruct and repair the common elements affected.

Where the destruction and damage is not insured or where the insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost (or added cost) shall be paid by the co-owners as a common expense and the Council, by majority vote, is authorized to borrow funds therefor and to amortize the repayment of same over a period of time, not exceeding the reasonable life of the reconstruction or repairs. Amortization shall be deemed an assessment to the unit owners.

Reconstruction shall not be compulsory where two-thirds or more of the building is destroyed. In the event an agreement by the co-owners to reconstruct the building is not evidenced by agreement in writing, executed by three-fourths of all the co-owners and three-fourths of all mortgagees holding first liens thereon within 90 days following the catastrophe, the decision not to reconstruct shall be presumed to have been made. In the event of such an agreement by the co-owners of the building and the mortgagees to reconstruct is not obtained, the insurance proceeds shall be delivered to the owners of said units, their duly authorized agent, executor, administrator, guardian or committee and any mortgagee and other lienholders entitled thereto.

In the event that the building is more than two-thirds damaged or destroyed and the decision is made not to reconstruct, then this Condominium Regime shall terminate and the Board shall sell the premises in its entirety for the best price possible and the proceeds, after costs are paid, shall be paid to all unit owners based on their percentage interest, but first deducting therefrom the unpaid balance of the then existing principal indebtedness due on any first mortgages, then any amount due Colston for garage costs as set out in paragraph 3 (e) supra.

In the case of an affirmative decision to rebuild, Colston agrees that the parking stall payments may be deferred during that period of reconstruction, commencing from the date of the catastrophe to the date of each Unit's occupancy, but under no circumstance, shall said deferral exceed 12 months. The deferral time when once determined, shall extend the life of the parking stall payment schedule by a like period.

(8) EASEMENTS AND ENCROACHMENTS

(a) Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electric conduits and wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording thereof.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of the building, or the design or construction, or any part of any unit or any part of the common elements encroaches or shall hereafter encroach upon any part of any other unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachments occur due to the willful conduct of said owner or owners. In addition to the foregoing, it is expressly understood that an easement for support is included in this section of the Master Deed.

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

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

(9) EASEMENTS FOR FUTURE UTILITIES

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

(10) Deleted by vote April 2025 amending.

(11) BY-LAWS

(a) The term "Council" as used herein and throughout this Master Deed shall mean "Coach House, Inc.", a non-profit corporation of Kentucky, the members of which are all the owners from time to time of units in Coach House, a Condominium Project. If any unit is owned by more than one person, the voting rights with respect to such unit shall not be divided but shall be exercised as if the unit owners consisted of only one person in accordance with the proxy or other designation made by the persons instituting such unit owner. The unit owner shall have one vote for each unit owned in this condominium.

(b) The direction and administration of the property on behalf of the unit owners shall be vested in the Board of the Council (herein referred to as the "Board"), consisting of seven (7) persons who shall be selected to provide for staggered terms of three years. In the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary, or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a member of the Board.

(c) At each Annual Meeting of the Council, the unit owners shall vote to elect those members of the Board (sometimes also referred to as directors) then to be elected. Each unit owner shall have the right to cast one (1) vote for each director. Those persons nominated who receive the highest number of votes shall be deemed elected as directors. Members of the Board shall serve without compensation and shall serve until their successors are elected. Vacancies in the Board shall be filled by the majority vote of the remaining members of the Board and the replacement shall serve until election of Directors at the next Annual Meeting unless earlier replaced by a vote of the Council. A majority of the members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of the members present at a meeting of the Board when a quorum is present.

In order to establish a three-year term rotation system, in 2025 the three Board members will be elected to three-year terms, and in 2026 two Board members will be elected to a one-year term and two to a three-year term. Thereafter, Board members will be elected to three-year terms. Directors shall be elected at the Annual Meeting to replace those directors whose term expired that year and those whose term expired by reason of death, early resignation or removal of such director.

(d) a regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Council. Other meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may from time to time adopt.

(e) Any member of the Board may be removed from office by the affirmative vote of sixty-six and two-thirds (66-2/3%) per cent of the unit owners at a special meeting of the unit owners called for such purpose.

(f) The Board shall have the power:

(i) To engage the services of a manager or managing agent, who may be any person, firm, or corporation, upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time;

(ii) to engage the services on any persons deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(iii) To establish or maintain one or more bank and savings accounts for the deposit of any funds paid to, or received by the Board;

(iv) to meet, consult, participate and cooperate with the Boards of Coach Gate and Royal Coach.

(g) The Board shall employ and pay out of the maintenance fund the Manager, Managing Agent and other personnel above provided for and shall make arrangements for and pay out of the maintenance fund the following:

(i) payment of apportionment warrants, public improvements as assessed by any governmental agency, water, waste removal, electricity and telephone and other necessary utility service for the common elements and such services to the units as are not separately metered or charged to the owners thereof;

(ii) a policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements (including parking stalls) and all Units therein. Such insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Council, for the benefit of each of the unit owners in the percentages set forth in Paragraph 6, and Paragraph 8 of the Master Deed. The Board may also purchase such other insurance as the Board deems advisable in the operation, and for the protection of the property and the units. Premiums for all insurance provided for in the By-laws and the Master Deed shall be common expenses.

(iii) a policy or policies insuring the Council and all unit owners against any liability to the public or to the owners of units and of the common elements, and their invitees or tenants, incident to the ownership and/or use of the common elements, the liability under which insurance shall be not less than One Million ($1,000,000) Dollars for any one person injured. Three Million ($3,000,000) Dollars for any one accident, and One Hundred Thousand Dollars ($100,000) Dollars for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion);

(iv) workman's compensation insurance to the extent necessary to comply with any applicable laws;

(v) landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows, and doors of the units, which the respective unit owner shall paint, clean, and decorate, maintain and repair), and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements;

(vi) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the board deems necessary or proper for the maintenance and operation of the property as a first-class condominium project or for the enforcement of any restrictions or provisions contained herein;

(vii) any amount necessary to discharge a mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against interests therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners and shall, until paid by such owners, constitute a lien on the interest of such owners in the property, which lien may be foreclosed in like manner as a mortgage;

(h) The Annual Meeting of the Council shall be held the last Monday of September of each year unless for justifiable reason it cannot be held on that day. In that circumstance, the meeting shall be held as soon as practicable thereafter with at least a five day advance notice of the exact date mailed to or delivered to each unit. Special meetings of the Council may be called for any reasonable purpose, either by the President, or not less than 25% of the unit owners, the notice of which shall specify the matters to be considered at such special meeting.

(i) All meetings of the Council shall take place at 7:00 P.M. in the Party Room, or at such other reasonable place or time designated by the Board. Written notice of the holding of any regular or special meeting of the Council stating the date, hour, and place of such meeting shall be delivered or sent in person or by mail to each unit owner in care of his/her unit at least five days before the date of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. A unit owner may vote either in person or by proxy at any regular or special meeting of the Council. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution.

(j) A president, one or more vice presidents, a secretary and a treasurer shall be elected at each annual meeting of the Board from among its members. Any such officer may be removed by the vote of a majority of the Board at any time. A vacancy in any office may be filled by the Board for the unexpired term.

(k) The president shall preside at the meetings of the Board and the Council: he/she may sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments designated or approved by the Board. In the absence of the president, or in the event of his/her inability to act, the vice presidents (in the order elected) shall perform the duties of the president.

(l) The secretary shall keep the minute book wherein all resolutions shall be recorded and shall see that all notices are duly given as herein provided.

(m) The treasurer shall keep all financial records and books of account. All expenses, charges and costs of the maintenance, repair, or costs which the Board may incur or expend pursuant thereto, shall be approved by the Board, and a written voucher thereof prepared and signed by the treasurer. There shall be no structural alternations, capital additions to, or capital improvements on, the common elements (other than for purposes of replacing or restoring portions of the common areas and facilities) requiring an expenditure in excess of $10,000 without the prior approval of a majority of the unit owners.

(n) Each year on or before December 1st, the Board shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the owners according to each owner's percentage of ownership in the common elements. On or before January 1 of each year, and the first of each and every month of said year, each unit owner shall be obligated to pay to the Board, or as it may direct, 1/12 the assessment made pursuant to this paragraph. The Board shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the accounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments due in the succeeding six months after rendering the accounting.

The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including nonpayment of any owner's assessments, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each owner's percentage of ownership in the common elements. Said further assessment shall also be deemed common expenses. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons thereof, and such further assessment shall become effective with the monthly maintenance payment which is due more than 10 days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such assessments, and any other assessments herein provided for.

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

In the event of the foreclosure of a lien for unpaid common expenses, the unit owner who is the defendant in such proceedings shall be required to pay a reasonable rental for such unit.

(o) The Board shall keep full and correct books of account and the same shall be open for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentage set forth in Paragraph 6, of the Master Deed.

(p). In addition to any remedies or liens provided by law, if any unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Council may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien hereinafter provided, and there shall be added to the amount due the costs of said unit, together with legal interest and reasonable attorney fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common elements, parking stalls or abandonment of his or her unit. The unpaid common expenses assessed to a unit owner shall constitute a lien against the unit or such owner and against such owner's interest in the property prior to all other liens, except only for taxes and assessment and first mortgages, as now provided in the Kentucky Condominium Property Act as amended.

(q) Upon10 days' notice to the Board, and the payment of a reasonable fee fixed by the Board not to exceed $15.00, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(r) The Board may from time to time adopt or amend such administrative rules and regulations governing the operation, maintenance, beautification and use of the common elements, the limited common elements, and the units not inconsistent with the terms of the Master Deed, as it sees fit, and the unit owners shall conform to and abide by such rules and regulations.

Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Master Deed. Such administrative rules and regulations shall be effective upon, and may be amended at any time upon, the affirmative vote of a majority of the unit owners.

(s). The Board of Directors shall number and assign to any unit owner the exclusive privilege to use for storage purposes any portion of the property designated for such purposes.

(t) Whenever any notice whatever is required to be given under the provisions of the Master Deed, or by-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

(u) Nothing herein above contained shall be construed to give the Council authority to conduct an active business for profit on behalf of all the unit owners or any of them.

(v) As soon as practicable after the end of each fiscal year of this corporation a certified audit with respect to that immediately previous fiscal year shall be made by an independent certified public accountant selected by the Board and made available to each owner.

(w) The By-laws of Coach House, Inc. shall be further amended, changed or modified only by an instrument in writing, setting forth such Amendment, change or modification signed by the majority of the unit owners.

(12) USE AND OCCUPANCY OF UNITS AND COMMON AREAS AND FACILITIES.

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

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and related purposes and for no other purpose whatsoever.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board. The right is reserved by Colston or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied units and on any part of the common elements, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee; Colston shall have the right to use any unsold unit or units for sale or display purposes.

(c) There shall be no obstruction of the common elements, nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his unit, its windows and doors, and the patio or balcony, which is a limited common element reserved for the use of his unit, in good, clean order and repair.

(d) Nothing shall be done or kept in any unit or parking stall or in the common elements which will increase the rate of insurance on the building or contents thereof applicable for residential use without the prior written consent of Colston or the Board. No unit owner shall permit anything to be done or kept in his unit, parking stall or in the common elements or limited common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements or limited common elements.

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

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except for those permitted in the rules and regulations adopted by the Board, and any pet permitted under this section where outside the confines of the owner's unit must be kept on a leash and accompanied by a responsible person; and provided further, that such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. All dogs, cats or other pets so allowed shall be carried by owner while in corridors, lobbies or any other inside common areas. At no time shall there be more than one animal per unit kept therein, either temporarily or permanently.

(g) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants, or constitute a waste at common law.

(h) Nothing shall be done in any unit or in, on, or to the common elements which shall impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

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

(j) There shall be no playing lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, or other personal property on any part of the common elements or limited common elements without the prior consent of, and subject to any regulations of Colston or the Board.

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

(l) Heating and air conditioning for hallways or corridors will be provided with a 4 inch duct from each furnace connected by a 6 inch register and shall not be hampered or disconnected in any way.

(m) The moving in or out of furniture, furnishings and other personal contents shall be through an area so designated or assigned but in no event through the front entrance doors at the foyer or lobby.

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

(o) Locks on all entrance doors shall not be changed (nor locks added to) without first obtaining permission from the Board.

(p) All garbage, be it wet, solid or otherwise must be placed in plastic bags securely fastened before disposing of same in the garbage disposal chutes.

(q) There shall be no parking of any automobile, bicycle or any other vehicle in any driveway. Further, there shall be no parking under any portico except for the loading and unloading of passengers.

(r) There shall be no washing, waxing or cleaning of any automobile upon any area of the general common elements nor shall there be any mechanical work performed upon any automobile on any area of the general common elements including that area within the parking stall.

(s) Effective upon the recording of this amendment, if at any time there are five (5) or more of the 68 units being leased or rented, or the leasing or rental of a unit would cause the number of units being leased or rented to exceed a total of five (5) in number, then no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the owner held legal title to the unit and the unit was being used for rental purposes on the date of the recording of this amendment, (b) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), (c) the owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky, (d) the owner moved to a nursing home or extended care facility, or (e) the owner dies and there is no surviving spouse who resided with the deceased at time of death.

Upon the occurrence of c, d or e above, a unit may be leased or rented for a total period of time not to exceed two (2) years and a lease or rental agreement entered into upon the occurrence of a, b, c, d or e shall be subject to the following restrictions:

i. A fully executed copy of any proposed lease shall be delivered to the Board not less than five (5) days before the term is to begin;

ii. The lease shall not be for a period of less than six (6) months; and

iii. Any such lease or rental agreement shall be subject to the Master Deed and By-Laws ("the restrictions") for Coach House, Condominiums.

(13) SECURITY

In order to protect person and property within Coach Gate and Coach House, a security system consisting of a guard or guards, guard stations and the equipment therein, TV antenna, lights, conduits, wiring, alarms, a switch board system in the Club House, and any and all other incidental features connected therewith shall be installed within the projects and the administration thereof shall be vested in "Coach Gate". All of the foregoing equipment of whatever character and wherever installed shall be deemed the property of all 3 tracts shown on plat herewith. Said security system shall not be fully functional or operational until 80% of all units are sold and recorded in Coach Gate and Coach House. However, it is the intent that the security system shall operate and function for tracts 1, 2, and 3, and when Coach Gate itself is 80% sold and sale duly recorded, all equipment will be installed and become operational, but Guard or Guards and the system shall be on a limited basis.

Colston reserves unto itself, as the "Developer", the exclusive right to make changes, alterations, additions, or amendments in the Security system, and further, Colston shall have the express power to effect said changes, alterations, additions or amendments without the consent of any party whatsoever until construction is completed on Tracts 1, 2, and 3, or 10 years from date hereof whichever occurs first.

However, should "Coach House" situated on Tract 3 and the future Project to be erected on Tract 2, be delayed in construction for reasons beyond the control of Colston and said construction has not commenced within 6 years after the date of this Master Deed, the security system will continue to operate on a limited basis and the administration and control of said system shall pass to the Board of "Coach Gate".

After management of the security system is transferred to the Council of Coach Gate, the Board of Coach Gate representing the Council shall consult with the Board of Coach House and all changes of whatever nature within the security system shall be done so with the approval of the majority of all unit owners in Tracts 1, and 3, and Tract 2, if developed as a Condominium Project and connected to the Security System.

To determine the method of payment for said security system due from each unit owner, the Board of Directors of Coach Gate shall divide the total number of units in the projects known as Coach Gate and Coach House, and any other future Project, if built in Tract 2, by Colston, its successors or assigns, fronting said private roadway described herein, into the total amount of the established annual security expense. The result shall produce the charge for each Unit in each project and the total monthly charge for each project shall be divided into 12 monthly payments. Each monthly payment shall be paid by each Project out of its general maintenance fund to the Board of Coach Gate, who in turn will disburse and pay accounts payable for said security system. The Board of Coach Gate shall collect from its Unit owners a similar charge to be paid into its general maintenance fund in like manner. Each Unit owner and each rental Unit shall pay the identical amounts as all other Units and said payments shall not be computed according to Unit owner's percentage of interest in the common areas. All reductions or increases shall be conducted in the same manner.

The right of Colston, its successors or assigns, to use the main private roadway to serve as a means of ingress and egress to the future project in Tract 2 carries with it the right to utilize the security system subject to the payments as calculated above.

In the event that Colston, its successors or assigns, elects not to use the main private roadway through the Project, but instead elects to use Hubbards Lane for the purpose of ingress and egress servicing its future project in Tract 2, all rights and privileges in utilizing the security system are forfeited and no charges or assessments for same shall be levied against Colston, Inc., its successors or assigns for any Units or improvements constructed on Tract 2.

(14) VIOLATION OF DECLARATION

The violation of any restriction or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Condominium Property Law shall give the Board the right, in addition to any other rights provided for in this Master Deed:
(a) to enter the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of 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 unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Master Deed or the regulations adopted by the Board and such violation shall continue for 30 days after notice in writing or shall re-occur more than once thereafter, then the Board shall have the power to issue to the defaulting unit owner a10day notice in writing to terminate the rights of said defaulting owner to continue as a unit owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Council against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants or, in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The 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 defaulting unit owner in said decree. The balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder, and any mortgages and liens according to their priority, shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decrees shall so provide, that the purchaser shall take deed to the property sold subject to this Master Deed and the garage payments set forth herein.

(15) ENTRY BY BOARD.

The Board or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made only by appointment and with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. Entry may be had without appointment or notice only in those cases of dire emergency involving safety and protecting and preserving property and the general common elements.

(16) GRANTEES.

Each grantee of Colston by the acceptance of a deed of conveyance accepts the same subject to all easements, restrictions, conditions, covenants, lien for parking stall debt to Colston, and other charges including the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Condominium Property Law, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations herein imposed shall be deemed and taken to be covenants running with the Unit, and shall bind any person having at any time any interest or estate in said Unit, and shall inure to the benefit of such owner in like manner as though the provisions of this Master Deed were cited and stipulated at length in each and every deed of conveyance.

(17) INCORPORATION OF COUNCIL

Colston has heretofore caused the formation of a Kentucky not-for-profit corporation known as "Coach House, Inc." to act as the council of co-owners as defined in KRS 318.810 (4) and (5) and governing body for all unit owners in administration and operation of the property.

Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his unit, at which time the new unit owner or owners shall automatically become a member therein.

(18) FAILURE TO ENFORCE

No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

(19) NOTICE

Notices required or permitted to be given to the Council, the Board, or any unit owner may be delivered to any officer of the Council, member of the Board, or such unit owner at his unit.

(20) AMENDMENTS

(a) If during the construction period it is found that an error exists on the part of the draftsman of this instrument or on the part of the engineer, or that a final mathematical adjustment to the percentage interests is required, an amendment setting forth the error and correction or adjustment may be filed by Colston without the consent of any other party thereto and shall become part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) The provisions of this Master Deed (with the exception of the by-laws set forth herein), may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by 85% of owners of all units, and by 85% of all first mortgagees having bona fide liens of record against any unit. The by-laws herein, unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification signed by the majority of the members of the Board and owners of at least 75% of all units.

(c) Any amendment, change or modification shall conform to the provisions of the Condominium Property Law and shall be effective upon recordation thereof.

(d) Nothing, however, shall be amended, changed, or altered in any way that would jeopardize the liens retained by Colston, Inc., or the right to collect same pertaining to the parking stalls, all as set forth herein.

(21) VIOLATION OF CERTAIN RULES

Deleted.

(22) SEVERABILITY

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

(23) CONSTRUCTION

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

(24) CONSENT OF LIENHOLDER

Deleted.

WITNESS the signatures of the President and the Secretary of the the Board of Directors of the Coach House, Inc., as of the 30th day of July 2025.

ABBY RUSSELL JACKSON
NOTARY
ID KYNP12844
MY COMMISSION
9-7-28
PUBLIC
STATE AT LARGE, KY.

COACH HOUSE, INC.

By: David A Graves

Its: President

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 30th day of July 2025, the foregoing instrument was subscribed and sworn to by David Graves for and on behalf of Coach House, Inc.

NOTARY PUBLIC

My Commission Expires: 9-7-28

ABBY RUSSELL JACKSON
NOTARY
ID KYNP12844
MY COMMISSION
9-7-28
PUBLIC
STATE AT LARGE KY.

COACH HOUSE, INC.

By: Jane M. Cleary

Its: Secretary

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 5th day of July 2025, the foregoing instrument was subscribed and sworn to by Jane Cleary for and on behalf of Coach House, Inc.

NOTARY PUBLIC

My Commission Expires: 9-7-28

THIS INSTRUMENT PREPARED BY:

Robert W. DeWees III, Esq.
McCLAIN DEWEES, PLLC
6008 Brownsboro Park Blvd, Suite H
Louisville, Kentucky 40207
Tel: 502.749.2388

WING A (as built) UNIT	PERCENTAGE INTEREST	WING B (as planned) UNIT	PERCENTAGE INTEREST
264	1.873	290	1.219
265	1.873	291	1.219
266	1.548	292	1.219
267	1.548	293	1.219
268	1.219	294	1.548
269	1.219	295	1.548
270	1.219	296	1.873
271	1.219	297	1.873
301	1.873	327	1.219
302	1.873	328	1.219
303	1.548	329	1.219

WING A (as built) UNIT	PERCENTAGE INTEREST	WING B (as planned) UNIT	PERCENTAGE INTEREST
304	1.548	330	1.219
305	1.219	331	1.548
306	1.219	332	1.548
307	1.335	333	1.873
308	1.219	334	1.873

WING C (as planned) UNIT	PERCENTAGE INTEREST	WING D (as built) UNIT	PERCENTAGE INTEREST
282	1.548	272	1.548
283	1.548	273	1.548
284	1.548	274	1.219
285	1.548	275	1.219
286	1.219	276	1.219
287	1.219	277	1.219
288	1.873	278	1.548
289	1.839	279	1.548
319	1.548	280	1.548
320	1.548	281	1.548
321	1.548	309	1.548
322	1.548	310	1.548
323	1.219	311	1.219
324	1.219	312	1.219
325	1.873	313	1.219
326	1.839	314	1.219
		315	1.548
		316	1.548
		317	1.548
		318	1.548

TOTAL PERCENTAGE INTEREST

100.000

Coach House shall consist of a maximum of 68 residential Units and the Developer (Colston) reserves no rights to add or annex any further Units thereto.

Exhibit 1