

MASTER DEED AND DECLARATION OF CONDOMINIUM
PROPERTY REGIME
OF
MT. STERLING MEDICAL CENTER CONDOMINIUMS

1800
ALAN B. PECK, as trustee for Lon E. Roberts, M.D., L. William Roberts, M.D., L. Edward Roberts, M.D., Clayton D. Wilson, M.D., Mary L. Eastham, M.D., Ellen Roberts, M.D., Laddie L. Tackett, M.D., Jay Michael Burton, M.D., and Ranier Construction and Energies, Inc., a Kentucky corporation, (pursuant to a deed to trustee and trust agreement dated January 27, 1982, now of record in Deed Book 169, Page 231, Montgomery County Court Clerk's Office), hereinafter referred to as the "Developer", on this the 23rd day of February, 1982, declares this as his plan for ownership in condominium of certain real property, and improvements thereon, located in Montgomery County, Kentucky, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

In order to create a condominium project consisting of the property described in Exhibit "A", and the improvements thereon, (the "Regime"), to be known as "MT. STERLING MEDICAL CENTER CONDOMINIUMS", the Developer hereby submits this property, and all of the Developer's interest therein, to a Condominium Property Regime established under the Horizontal Property Law, sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). In furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Declaration constitute covenants running with the land and are binding on and for the benefit of present and future owners, lessees and mortgagees of any part of the Regime.

A. DEFINITIONS. Certain terms as used in this Declaration shall be defined as follows:

DECLARED TO
Alan Peck
JURY COURT CLERK, CLERK
BY D/H
DATE 2-24-82

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"Council of Co-Owners", hereinafter referred to as "Council" means all of the unit owners acting as a group in accordance with this Declaration, any amendments thereto, the bylaws and any other governing documents.

2. "Common Elements" means and includes, as provided in KRS 381.810(7):

- (a) the land in fee simple described herein;
- (b) the foundations, main walls, roofs and entrances and exits or communication ways;
- (c) the grounds, landscaping, roadways, parking areas and walkways;
- (d) the compartments and installations for central services;
- (e) all other devices or installations existing for common use;
- (f) all other elements of the building and grounds rationally of common use or necessary to their existence, upkeep and safety.

3. "Limited Common Elements" means and includes, pursuant to KRS 381.810(8), as expanded upon herein, those Common Elements which are reserved for the use of certain unit or number of units to the exclusion of other units including but not exclusively;

- (a) interior door(s) and window frames for each unit.

4. "Unit" or "Condominium Unit" means the enclosed space consisting of certain rooms having direct access to the Common Elements, the location and extent of each unit as shown on the plans of the Regime recorded herewith or to be recorded under Section B of this Declaration. Notwithstanding that some of the following might be located in the Common Elements or limited Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, telephone, window panes, garbage disposer, storm and screen doors and windows, if any, and other equipment located within or connected to said unit for the purpose of serving same, are a part of the unit, the maintenance, repair and replacement of same being the responsibility of the unit owner.

4.1 "Boundaries of Units". Each unit includes that part of the building containing the space that lies within the boundaries of the unit, which boundaries are as follows:

- (a) Upper and lower boundaries. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (i) Upper boundaries - The horizontal plane of the interior unfinished ceiling of each unit.
- (ii) Lower boundaries - The horizontal plane of the interior unfinished floor of each unit.

(b) Perimetrical boundaries. The perimetrical boundaries of each unit shall be the vertical planes of the interior unfinished walls bounding the unit extended to intersections with each other and with the above-described upper and lower boundaries.

(c) Further description and delineation of upper and lower and perimetrical boundaries. The above described horizontal and vertical planes shall include the interior unfinished surface of any doors, windows, vents and other structural elements as ordinarily are regarded as enclosures of space, and the above described unit boundaries shall include within the space of each unit any wallpaper, paint, carpets, tile and other decorating or finishing materials affixed or installed as part of the physical structure of this unit.

5. "Common Expenses" means and includes all charges, costs, and expenses incurred by the Council for and in connection with the administration of the Regime, including, without limitation thereof, operation of the Regime, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements and limited Common Elements; any additional and alterations thereto; all labor, services, common utilities, materials supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability and other insurance with respect to the Regime; all liabilities incurred in acquiring a unit pursuant to judicial sale; and all administrative accounting, legal and managerial expenses shall constitute Common Expenses of the Regime for which the unit owners shall be severally liable for their respective proportionate shares in accordance with their percentage of common interest. In addition, "Common Expenses" shall include amounts incurred in replacing, or substantially repairing, major capital improvements of the Regime, including, but not limited to roof replacement, road, driveway and parking lot resurfacing. A reserve or reserves shall be included in the Regime's Common Expense budget for such capital expenditures.

B. DESCRIPTION OF UNITS. The Regime is hereby divided into eight units, with the owners of each unit having a common right to a share with the other co-owners in the Common Elements of the Regime. The units, Common Elements and limited Common Elements are shown or designated in floor plans recorded in the office of the Clerk of Montgomery County, Kentucky in Plat Cabinet "A", Slides 16 and 16-A, which plans are incorporated in this declaration by reference.

C. DESCRIPTION OF COMMON ELEMENTS AND INTEREST. The Common Elements, both general and limited, are those elements set forth, defined and described in Section A2 and 3 above, and as shown and designated on the floor plans referred to in Section B above.

Each unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and Common Expenses of the Regime; and shall have this percentage interest for all other purposes. The undivided percentage of common interest for each unit is shown in Exhibit B attached hereto and made a part hereof by reference.

D. EASEMENTS (including Parking Spaces). The units and Common Elements shall have and be subject to the following easements:

1. An easement for any maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any unit, which facilities are utilized for or serve more than that unit, said facilities being a part of the Common Elements.

2. An easement for ingress and egress for the maintenance, repair and replacement of any load bearing wall located within a unit.

3. If any part of the Common Element encroaches upon any unit or limited Common Element, a valid easement for such encroachment, the maintenance, repair and replacement thereof, so long as it continues, shall and does exist. If in the event any building of this Regime shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to reconstruction shall be permitted, and valid easements for such encroachments and of maintenance, repair and replacement thereof shall exist.

4. An easement for ingress and egress and maintenance in favor of any public utility providing utility service to the Regime and the units therein for the purpose of maintenance repair and replacement of the facilities and equipment necessary to provide said services, said utility to exercise this right in a reasonable manner.

5. An easement in favor of the Council of Co-Owners to enter any unit and limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime or, in the event of emergency, for necessary action to prevent damage to any part of the Regime.

6. Easements of record affecting the Regime property.

7. Any parking area or other paved portion of the Regime allocated to parking purposes shall be part of the Common Elements are not part of any individual unit; the Council of Co-Owners may prescribe such rules and regulations with respect to such parking areas as the Council may deem fit.

8. A valid easement in each unit is hereby established for stairways and doors which encroach upon any Common Element.

E. ALTERATION AND TRANSFER OF INTERESTS. The Common Elements (limited and general) and easements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of the unit owner affected (except where such authority is retained herein by the Developer), expressed in a recorded amendment to this Declaration. The Common Elements and easements shall not be separated from the unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such unit even though such elements or easements are not expressly mentioned or described in the conveyance or other instrument.

F. PARTITION. The Common Elements including limited Common Elements, shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Condominium Property Law of Kentucky.

G. RESTRICTIONS. The units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. The unit shall be used only for medical office purposes unless otherwise agreed by the Council of Co-Owners, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws or Rules and Regulations of the Council of Co-Owners as to the use and appearance of the units and the limited and general Common Elements.

2. Any unit may be leased by the owner, so long as it is not inconsistent with this Declaration and its restrictions and limitations.

3. Violation of this Declaration, the bylaws or any rules of the Regime adopted by the Council of Co-Owners may be remedied by the Council of Co-Owners or its agent, by legal action for damages, injunctive relief, restraining order, or specific performance.

4. In addition, an aggrieved unit owner may maintain a legal action for similar relief.

H. RESPONSIBILITY OF UNIT OWNER. The responsibility of the unit owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Council, but including all redecorating, painting, tiling, carpeting, waxing, papering, plastering or varnishing which may be necessary to maintain the good appearance and condition of the unit. Such maintenance, repair and replacement shall be done without disturbing the rights of other unit owners.

2. To maintain, repair and replace at his expense the appliances and fixtures located in his unit including, but not being limited to, any plumbing fixtures, air conditioning equipment, lighting fixtures, sinks, lamps, doors, windows and telephones located within the boundaries of his unit or benefiting his unit to the exclusion of any other unit.

3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which his unit is located.

4. To promptly report to the Council any defect or need for repairs, the responsibility for the remedying of which is that of the Council.

I. COUNCIL. The administration of the Regime shall be vested in its Council of Co-Owners, consisting of all the unit owners of the Regime, in accordance with the bylaws of the Council. The owner of any unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as his ownership of such unit ceases for any reason, at which time his membership in the Council shall automatically cease.

J. ADMINISTRATION OF THE REGIME. Administration of the Regime, including the use, maintenance, repair replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the bylaws and rules and regulations of Council. Specifically, without limitation, the Council shall:

1. Make, build, maintain and repair all improvements in the Common Elements which may be required by law to be made, built, maintained and repaired upon, adjoining, in connection with, or for the use of any part of the Regime.

2. Keep all general Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Regime.

3. Well and substantially repair, maintain and keep all Common Elements of the Regime in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Regime and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and make good all defects in the Common Elements of the Regime required in this instrument to be repaired by the Council.

4. Except as may be provided herein, or in the bylaws and Regime rules, keep all limited Common Elements in a clean and sanitary condition and well and substantially repair, maintain and keep them in good order and condition.

5. Observe any setback lines affecting the Regime as shown on the plans herein mentioned.

6. Not make or suffer any waste or unlawful, improper or offensive use of the Regime.

K. COMMON EXPENSES, MANAGEMENT FEES AND CONTRACTS. The Council of Co-Owners may authorize and delegate the administration of its duties and powers by written contract to a professional management agent employed for that purpose by the Council of Co-Owners so long as the contract may be cancellable by the Council of Co-owners upon ninety (90) days prior written notice. It shall be the duty of the Council to determine annually the estimated Common Expenses of the Regime for the succeeding twelve months, and, having so determined, to make, and collect monthly, one-eighth of the assessment from each unit owner. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect.

L. WAIVER OF USE OF COMMON ELEMENTS. No unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his unit.

M. UNPAID COMMON EXPENSES CONSTITUTE LIEN. Unpaid Common Expenses shall constitute a lien on the unit of the delinquent unit owner, prior to all other liens except (1) liens for taxes and assessments lawfully imposed by governmental authorities against such units and (2) the lien of a first mortgage. Such lien may be enforced by suit by the Council, in like manner as a mortgage of real property, provided that thirty days written prior notice of intention to sue to enforce the lien shall be mailed, postage prepaid to all persons having an interest in such unit (including any mortgages) as shown on the Council's record of ownership. The Council shall have the power to bid on such unit at judicial sale and to acquire, hold, lease, mortgage and convey such unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

N. ACQUISITION AT JUDICIAL SALE. Where the mortgagee of a first mortgage of record or other purchaser of any unit acquires ownership of such unit as a result of the judicial enforcement of the mortgage, such unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the judicial sale.

O. INSURANCE. The Council of Co-Owners shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workman's compensation insurance (hereinafter referred to as "master policy"), with respect to the Regime and the Council's administration thereof in accordance with the following provisions:

1. The master policy shall be purchased by the Council of Co-Owners, the unit owners and their mortgagees as their interests may appear, subject to the provisions of this Declaration and the bylaws (and provisions shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the unit owners). The unit owners shall obtain insurance coverage at their own expense upon their unit interiors and equipment and personal property and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such unit owner's unit, or in another unit in the Regime or upon the Common Elements resulting from the negligence of the insured unit owner, in such amounts as shall from time to time be determined by the Council of Co-Owners, but in no case less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence. The Council of Co-Owners and unit owners shall use their best efforts to see that all property and liability insurance carried by a unit owner or by the Council shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the unit owners or the Council and the respective employees, agents and guests of the unit owners or the Council as the case may be.

2. All buildings, improvements, personal property and other Common Elements of the Regime shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, or at least one hundred percent (100%) thereof, as determined from time to time by the Council of Co-Owners. The Council may elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use.

3. The Council of Co-Owners shall use its best efforts to see that the liability insurance carried by the Council shall

contain cross-liability endorsements or appropriate provisions to cover liability of the unit owners, individually and as a group (arising out of their ownership interests in the Common Elements), to another unit owner.

4. All premiums upon insurance purchased by the Council shall be Common Expenses.

5. Proceeds of all insurance policies owned by the Council shall be received for the use of the unit owners and their mortgagees as their interests may appear, provided, however, the proceeds of any insurance received by the Council of Co-Owners because of property damage shall be applied to repair and reconstruction of the damaged property, except as otherwise be permitted by Section P of the Declaration.

P. RECONSTRUCTION. Where casualty destruction, partial or total, of the building occurs, arising from events covered by insurance or not, the determination as to reconstruction shall be governed by the Kentucky Condominium Property Law, more particularly section 381.890 of the Kentucky Revised Statutes, as may be amended or supplemented from time to time, except reconstruction shall not be compulsory where two-thirds or more of the building is destroyed provided, however, that an agreement is reached in writing within 60 days thereafter between those co owners, who are deprived of their interest as a result of the failure to reconstruct and the remaining co owners, providing for reasonable compensation to those co-owners so deprived, and for the recalculation and redistribution of the percentage of common interest.

Q. ALTERATION OF PROJECT. Restoration or replacement of the Regime (unless resulting from casualty destruction), or substantial structural alteration or addition to the building, different from any material respect on the condominium plans of the Regime, shall be undertaken by the Council or any Co-Owners only after unanimous approval by the Council of Co-Owners, who shall have the authority to amend this Declaration, with written consent of the holders of all liens affecting any of the units, and in accordance with the complete plans and specifications approved in writing by the Council of Co-owners. Promptly upon completion of such restoration, alteration or replacement, the Council of Co-Owners shall duly record the amendment with a complete set of floor plans of the Regime as so altered, certified as built by a registered architect or engineer.

R. MAINTENANCE FUND. The Council of Co-Owners shall establish and pay into a maintenance Fund all Common Expenses collections from the unit owners, assessed for and attributable to current expenses and shall pay from such Fund all current Common Expenses of the Regime.

S. CAPITAL REPLACEMENT FUND. The Council of Co-Owners shall establish a Capital Replacement Fund and pay into same from month to month that portion of Common Expense collections from the unit owners, attributable to the Common Expense budget item for capital replacement reserves. For example, if ten percent of the Common Expense budget for that particular year is assigned to capital replacement reserves, ten percent of Common Expense collections shall be paid over to the Capital Replacement Fund. Disbursements from this fund, other than for investment is hereinafter authorized, shall be made only for replacing, or substantial repairing, major capital improvements of the Regime, or for repayment of indebtedness incurred under Section U. paragraph 2, of this Declaration, approved by the Council of Co-Owners. Fund balances available for investment may be invested by the Council of Co-Owners in interest-bearing securities and/or savings accounts, so long as such investment is issued by the United States or insured under a program secured by a full faith and credit of the United States.

T. ADDITIONAL COMMON EXPENSE PROVISIONS. In addition to the other provisions of this instrument relating to the Regime's Common Expenses, the following requirements and limitations are applicable:

1. The proportionate interest of each unit owner in the Maintenance Fund, Capital Replacement Fund and Reserve Fund cannot be withdrawn or separately assigned, but are deemed to be transferred with such unit even though not mentioned or described in the conveyance thereof.

2. In the event the Condominium Property Regime herein created shall be terminated or waived, and part of said Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing unit owners in their respective proportionate shares.

3. The Council may in its bylaws provide for and require a Common Expense deposit at the time ownership of the unit is transferred.

U. INCURRENCE AND RETIREMENT OF INDEBTEDNESS. The Council may borrow monies from time to time for the following purposes:

1. To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within six months from anticipated Common Expense income not needed for ongoing operations.

2. To pay costs of reconstruction, major repair, replacement or alteration of the Common Elements incurred under Section O (to the extent not covered by insurance proceeds) and Section P of this Declaration, provided that the repayment of such loan can be amortized over a period of no more than fifteen (15) years and will not require a monthly payment in excess of one/hundredth of one percent (.01%) of the total fair market value of all the units, said fair market value to be determined by use of the values (based upon 100% assessment value) placed on the units by the Montgomery County Property Valuation Administrator or such other governmental officer as may succeed to his duties as they now exist, on January 1st of the initial loan year and shall not take into consideration any loss of value arising out of destruction to property being restored from the proceeds of the loan. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Council may pledge, as security thereon, its rights to receive that part of the monthly Common Expenses income that is necessary to amortize the payoff of the loan.

V. VOTING AND VOTING PERCENTAGES. The term "majority" or "majority of unit owners" used herein, or in the bylaws, shall mean the owners of at least five units comprising the Regime. Where a unit is jointly owned by one or more persons, the vote for that unit may be cast by one of the joint owners. Where the joint owners of one unit cannot agree on a vote, the vote applicable to that unit shall be divided pursuant to the ownership interest. Owners shall be entitled to vote at meetings of the Council of Co-Owners, in person, or by written proxy.

W. EMINENT DOMAIN. The following provisions shall control upon any taking by eminent domain.

1. In the event of any taking of an entire unit by eminent domain, the owner of such unit and his mortgagee(s), as their interests may appear, shall be entitled to receive the award for such unit taking and, after acceptance thereof, he, his mortgagee(s) and other interest holder shall be divested of all interests in the condominium unit. In the event that any condemnation award shall become payable to any owner whose unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Council on behalf of such owner. In that event, the Council shall rebuild the unit as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such unit to the owner thereof and his mortgagee(s), as their interests may appear,

2. If there is any taking of any portion of the Regime, other than any unit, the condemnation proceeds relative to such taking shall be paid to the Council. The affirmative vote of more than seventy-five percent of the co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and mortgagees in accordance with their respective percentages of common interest.

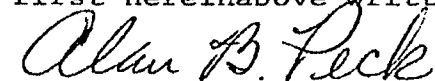
3. In the event the Regime continued after taking by eminent domain, then the remaining portion of the Regime shall be surveyed and the Master Deed amended accordingly by the Council of Co-Owners, and, if any unit shall have been taken, then the amended Master Deed shall reflect such taking and shall proportionately readjust the percentage of common interest of the remaining co-owners based upon a total percentage of common interest of 100%.

X. AMENDMENT OF DECLARATION. Except as otherwise provided in this instrument, or in said Condominium Property Law, this Declaration may be amended by signatures of a majority of the unit owners, and their mortgagees, effective only upon recording of the signed instrument setting forth the amendment.

Y. INCORPORATION OF COUNCIL. The Council may be incorporated as a nonstock, nonprofit corporation, to administer the Regime with the membership and voting rights in such corporation being the same as membership and voting rights hereinabove established by the Council.

Z. SEPARABILITY. If any term, provision or section of this Master Deed and Declaration of Condominium Property Regime, or the application thereof to any person and circumstance shall, to any extent, be invalid or unenforceable, the remainder hereof, or the application of any term, provision or section hereof to persons and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and section hereof shall be valid and enforceable to the fullest extent permitted by law.


IN TESTIMONY WHEREOF, witness the signatures of the Developer as of the day, month and year first hereinabove written.


ALAN B. PECK, TRUSTEE

STATE OF KENTUCKY)
: SCT.
MONTGOMERY COUNTY)

The foregoing Master Deed and Declaration of Condominium Property Regime of Mt. Sterling Medical Center Condominiums was acknowledged before me by Alan B. Peck, as Trustee, on this the 22nd day of February, 1982.

My Commission Expires: 8-4-85.


Notary Public, Ky., State-at-Large

The foregoing was prepared by:

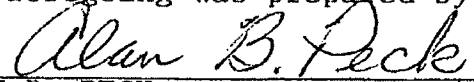

ALAN B. PECK
White, Peck & Carrington
Attorneys at Law
26 Broadway, P. O. Box 304
Mt. Sterling, Kentucky 40353-0304

EXHIBIT "A" TO MASTER DEED AND
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
MT. STERLING MEDICAL CENTER CONDOMINIUMS

Description of property submitted to Condominium Property Regime established under the Condominium Property Law of the Kentucky Revised Statutes:

The following described property, and the improvements thereon and appurtenances thereto, located near, but not adjacent to, Indian Mound Drive in Montgomery County, Kentucky, more particularly described as follows, to-wit:

"Lot 3-A shown and described on the plat of the 'Ross Melton Property' on the western side of the Mt. Sterling By-Pass, Leake Engineering dated July 15, 1977, said property being more particularly bounded and described as follows:

TRACT NO. 3-A - Beginning at an iron pin located in R/W line of 50 foot Street N 80 deg. 21' 05" W 258.28 feet to an iron pin also corner to Tract No. 4-A and Street, N 09 deg. 38' 55" E 291.48 feet to an iron pin corner to Tract No. 4-A and Reese Terry, S 84 deg. 33' 07" E 224.24 feet to an iron pin corner to Terry and Tract No. 2-A, S 01 deg. 59' 50" N 260.22 feet to the point of beginning. This tract contains 1.53 acres."

And being the same property acquired by Alan B. Peck, Trustee, Etc., by deed of conveyance from Lon E. Roberts, Etc., dated January 27, 1982, now of record in Deed Book 169, Page 231, Montgomery County Court Clerk's Office.

As an appurtenance to the above described property is an easement on and over the hereinafter described property which easement was acquired by Alan B. Peck, Trustee, by deed of easement from Ross E. Melton, a single man, dated January 3, 1982, now of record in Miscellaneous Records Book 30, page 591, aforesaid clerk's office, being more particularly described, to-wit:

"That certain area designated as "Roadway" on the plat of the "Ross Melton Property" by Leake Engineering now of record in Plat Cabinet A, Slide 9, Montgomery County Court Clerk's Office, comprising .23 acres of land, reference to which plat is made for a more particular description of said easement".

The above easement is subject to all the terms, conditions and duties and provisions set forth in the above referenced deed of easement.

EXHIBIT "B" TO MASTER DEED AND
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
MT. STERLING MEDICAL CENTER CONDOMINIUMS

PERCENTAGE INTEREST

The percentage of the undivided interest in the Common Elements appertaining to each unit, and its owner, for all purposes is as follows:

<u>UNIT NUMBER</u>	<u>PERCENT EACH UNIT</u>
1	12.5%
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	12.5%
8	12.5%
TOTAL	100.0%

Each unit owner shall own an undivided interest in the percentage hereinabove set forth, in the Common Elements as a tenant in common with the other unit owners and, except as otherwise limited in the Master Deed and Declaration of Condominium Property Rights herein, shall have the right to use and occupy the Common Elements for all purposes incident to the use and occupancy of his or her unit as a medical office and for such other incidental uses permitted by said Deed and Declaration, which right shall be appurtenant to and run with his or her unit.

STATE OF KENTUCKY
SCT
MONTGOMERY COUNTY

I, Judy Long Witt, clerk of Montgomery County Court aforesaid, do hereby certify that the foregoing Deed was on 23rd day of Feb, 1982 at 2:25 PM filed for record in my office; whereupon the same with this and the foregoing certificate have been duly recorded.
Witness my hand this 23rd day of Feb, 1982
Judy Long Witt Clerk