

FACILITIES USE AGREEMENT

This Facilities Use Agreement (this "Agreement") is made and entered into as of June 28, 2010, by and between RENAISSANCE - GLENMARY VILLAGE APARTMENTS, LLC, a Kentucky limited liability company, 101 North 7th Street, Louisville, Kentucky 40202 ("Owner") and GARDENS II OF GLENMARY VILLAGE CONDOMINIUMS COUNCIL, INC., a Kentucky non-profit corporation, 2500 Eastpoint Parkway, Louisville, Kentucky 40223 ("Council").

1. **Recitals.** Owner owns the Glenmary Village Apartments located on the following described property. Located on the property are certain recreational facilities, clubhouse, fitness center, pool, business center, laundry center and car wash and related amenities (collectively, the "Facilities"). Council is the council of co-owners for the Gardens II of Glenmary Village Condominiums, located near the property on which the Facilities are located, as established pursuant to Master Deed and Declaration of Condominium Property Regime of record in Deed Book 9570, Page 672, in the office of the Clerk of Jefferson County, Kentucky (the "Gardens II Condos"). The Facilities were designed for and have capacity for users other than the residents of the Glenmary Village Apartments. Council desires that the occupants of Gardens II of Glenmary Village Condominiums have the right to use the Facilities in return for the compensation payable to Owner as set forth in this Agreement.

The Facilities are located on the following described property in Jefferson County, Kentucky:

BEING Tract 1, Glenmary Village Subdivision, the plat of which is recorded in Plat and Subdivision Book 49, Page 71, in the office of the Clerk of Jefferson County, Kentucky.

BEING property conveyed to Renaissance - Glenmary Village Apartments, LLC, by deed of record in Deed Book 7757, Page 140, in Deed Book 8790, Page 462, and in Deed Book 8790, Page 465, in the office of the Clerk of Jefferson County, Kentucky.

2. **Term of Agreement.** This Agreement shall be in effect for a period of three (3) years beginning on the date of this Agreement and ending on its third anniversary; provided, however, this Agreement and the term of this Agreement shall thereafter automatically renew and remain in effect on the terms set forth herein for additional consecutive periods of one year each, unless either Owner or Council provides written notice to the other of its election not to renew at least 90 days before the expiration of the term then in effect. Notwithstanding the foregoing term, however, if a prospective lender whose loan will be secured by the Glenmary Village Apartments or if a prospective purchaser of the Glenmary Village Apartments objects to the use of the Facilities pursuant to this Agreement, then Owner may provide notice to Council terminating this Agreement and the right to use the Facilities at the later of (a) the closing of the loan or sale, or (b) 90 days after the date of the notice. If the sale or loan does not close, then the termination notice shall be null and void. If Council has prepaid any fees for the right to use the Facilities after that termination date, then Owner shall refund a pro rata share of prepaid fees.

3. **Use Rights.** Owner hereby grants the right to use the Facilities to all occupants of the Gardens II Condos as set forth in this Section.

(a) **General.** The record owner(s) of each condominium unit in Gardens II Condos and their families residing in the condominium unit shall have the same rights to use the Facilities as the tenants of Glenmary Village Apartments have and there shall be no discrimination between tenants of the Glenmary Village Apartments and the occupants of condominium units in the Gardens II Condos. If a condominium unit is leased to third person or persons, then the owner of the condominium unit may assign the right to use the Facilities to the owner's tenant(s), in which event the owner(s) shall no longer

have the right to use the Facilities.

(b) Use Agreement. Each Occupant who has the right to use the Facilities must sign and register pursuant to the Clubhouse and Amenities Agreement with Owner, in the form attached to and made part of this Agreement, which Clubhouse and Amenities Agreement may be changed from time to time by Owner for all users of the Facilities. Upon registering and signing the Clubhouse and Amenities Agreement, Owner will issue to the user a Key Card as contemplated by the Clubhouse and Amenities Agreement. Guests of the Gardens II Condos users may also use the Facilities as set forth in the Clubhouse and Amenities Agreement.

(c) Rules and Regulations. Owner may establish from time to time Rules and Regulations regarding use of the Facilities, which shall be non-discriminatory between tenants of the Glenmary Village Apartments and the occupants of condominium units in the Gardens II Condos. Upon establishing such Rules and Regulations, Owner shall give notice thereof to Council and Council shall disseminate the Rules and Regulations to the owners and occupants of the Gardens II Condos. Owner may also post at appropriate places in the Facilities policies, rules and regulations regarding the use of portions of the Facilities.

(d) Maintenance. Owner shall maintain all of the Facilities in good condition and repair for their intended purposes. Owner shall comply with all laws, ordinances and regulations related to the Facilities, including without limitation with respect to the pool portion of the Facilities. If the Facilities are destroyed or damaged by fire or other casualty, Owner shall cause them to be repaired or rebuilt to substantially the condition before the damage or destruction and the fee payable pursuant to Section 4 shall be suspended (or a proportionate share suspended based on the portion of the Facilities damaged and unusable) until the repair or rebuilding is complete. Owner shall carry fire and extended coverage casualty insurance at replacement cost value and shall carry liability insurance on the Facilities and indemnify and hold harmless Council from and against claims, demands, actions, suits, liabilities, fines, penalties, costs and expenses resulting from the operation of the Facilities. Council has no management or maintenance obligations or duties with respect to the Facilities and is only a collection and remitting agency for the Fees set forth in the following Section.

4. User Fee. Council will pay to Owner a fee for the use rights granted under this Agreement, which fee will be in an amount equal to Fifteen Dollars (\$15.00) per month times the number of "Established Units". The phrase "Established Units" means all a condominium units in the Gardens II Condos that have received a Certificate of Occupancy. Council shall periodically report to Owner the number and designation of the Established Units so that the total fee can be adjusted as units become Established Units. The fee established and adjusted from time to time shall be paid by Council to Owner on a quarterly basis, in advance, payable each April 15, July 15, October 15 and January 15.

5. Default and Remedies. If Council fails to pay the fee established and adjusted from time to time according to Section 4, then Owner may seek to collect the unpaid fee by any lawful means. Also, if not paid within 30 days of notice to Council that a fee payment is delinquent, then Owner may suspend the right of the occupants of the Gardens II Condos to use the Facilities until the delinquency has been corrected. If Owner breaches its obligations under this Agreement, and fails to remedy the breach within 30 days of notice from Council specifying the breach, then Council may pursue all rights and remedies at law or in equity and, without limiting the foregoing, may withhold payments of the fee otherwise payable under this Agreement (or a fair portion thereof) until the breach is remedied.

6. General. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement contains the entire agreement of

This Instrument Prepared By:



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