

Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2018052614

BATCH # 119095

JEFFERSON CO, KY FEE \$13.00

PRESENTED ON: 03-06-2018 8 11:14:42 AM

LODGED BY: 214 CONDOMINIUM ASSOCIATION

RECORDED: 03-06-2018 11:14:42 AM

BOBBIE HOLSCLOW

CLERK

BY: SHERRI SCHULTZ

RECORDING CLERK

BK: D 11099

PG: 353-356

**REVISED AND RESTATED SECOND AMENDMENT
TO
MASTER LEASE AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF
GLASSWORKS 214**

GLASSWORKS DEVELOPMENT, LLC, a Kentucky limited liability company, 815 W. Market Street, Suite 300, Louisville, Kentucky 40202 (hereafter referred to as the "Developer"), declares this as its Second Amendment to its Plan for Ownership in condominiums of certain property located at 214 South Eight Street, Louisville, Jefferson County, Kentucky.

W I T N E S S E T H:

This is the Revised and Restated Second Amendment to the Master Lease and Declaration of Condominium Property Regime of Glassworks 214 originally dated and recorded September 9, 2002, in Deed Book 7956, Page 13, as amended by that certain First Amendment to Master Lease and Declaration of Condominium Property Regime of Glassworks 214, of record in Deed Book 10245, Page 376 (as amended, the "Master Lease"), and the prior Second Amendment to Master Lease and Declaration of Condominium Property Regime of Glassworks 214, of record in Deed Book 11057, Page 160 (the "Prior Second Amendment") which Prior Second Amendment is being fully restated and replaced by this Revised and Restated Second Amendment, all in the office of the Clerk of Jefferson County, Kentucky, and contemplated by and made pursuant to Section W of said Master Lease wherein the Developer reserved specific rights to expand the Regime to include additional units and to file as-built floor plans. Therefore, Developer hereby amends and modifies said Master Lease as follows:

1. This Amendment incorporates Unit 101 and Unit 102, as more particularly described in **EXHIBIT B** attached hereto and made a part hereof, which **EXHIBIT B** shall constitute the new EXHIBIT B of the Master Lease. This Amendment modifies in accordance with the new EXHIBIT B the square footage of each Unit as previously described in Paragraph B of the Master Lease.
2. The basement level of the Building is hereby designated as limited common element for the exclusive use and benefit of the owners of Unit 102, its lessees, licensees and invitees, subject to the terms of the FIRST AMENDMENT TO LEASE of record in Deed Book 11057, Page 155 of record in the office of the clerk aforesaid.

DEVELOPER:
GLASSWORKS DEVELOPMENT, LLC
(a Kentucky limited liability company)

By: 
C. William Weyland, Jr., Manager

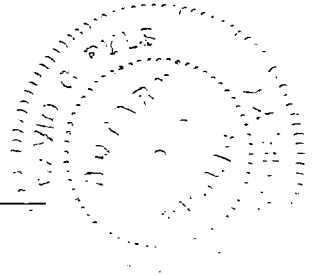
STATE OF KENTUCKY)
)SS
 COUNTY OF JEFFERSON)

I, Notary Public in and for the State and County aforesaid, do hereby certify that on this date C. William Weyland, Jr., the Manager of Glassworks Development, LLC, a Kentucky limited liability company, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company.

Witness my hand this 5 day of March, 2018.

My Commission Expires: 7-25-2021

David C. Puls
 NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:

Thomas J. B. Hurst by Lee Weyland
 Thomas J.B. Hurst
 WEBER & ROSE, P.S.C.
 471 West Main Street, Suite 400
 Louisville, Kentucky 40202
 (502) 589-2200

S:\Temp Files\Tom Hurst\Weyland\Glassworks 214\condo conversion docs\Final Drafts\# 2 FINAL HURST 2nd Amendment to Master Lease
 CLEAN 4-5-17 (revised 2 13 2018).doc

EXHIBIT B¹²

<u>Unit Designation</u>	<u>Square Footage</u>	<u>Percentage</u>
Unit 101 (commercial)	2,810 (as built)	13.00
Unit 102 (commercial)	1,760 (as built)	8.14
Unit 201 (commercial)	5,036 (as built)	23.30
Unit 300 (commercial)	1,907.77 (as built)	8.83
Unit 301 (commercial)	2,036.81 (as built)	9.43
Unit 401 (residential)	1,225 (as built)	5.67
Unit 402 (residential)	1,012 (as built)	4.68
Unit 403 (residential)	1,074 (as built)	4.97
Unit 404 (residential)	712 (as built)	3.29
Unit 501 (residential)	1,926 (as built)	8.91
Unit 502 (residential)	1,399 (as built)	6.47
Unit 503 (residential)	<u>712 (as built)</u>	<u>3.29</u>
Total	21,610.58 SQ/FT	100.00%

¹ Unit 300 was formerly Unit 301 and Unit 301 was formerly Unit 302.

² The Owner of the Basement area containing 5,053 square feet shall pay its prorated share of all common area maintenance expenses, as such time as the Basement area is converted for office use and/or commercial use and the percentages in this Exhibit B shall immediately be adjusted accordingly.

Recorded In Condo Book
No. 136 **Page** 65-66
Part No. 3087