

SECOND AMENDMENT TO
MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME
FOR
PROMENADE COURT TOWNHOMES, A CONDOMINIUM

This Second Amendment to Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium, is made by Berkley Partners 1989-1, a Kentucky General Partnership.

1. Definitions. As used in this document, the following terms shall have the meaning shown:

1.1 "Developer" means Berkley Partners, 1989-1, a Kentucky general partnership, the office of which is located at 9911 Shelbyville Road, Suite 100, Louisville, Kentucky 40223.

1.2 "Master Deed" means the Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium, dated the 30th day of July, 1990, which Master Deed is recorded in Deed Book 5982, beginning at Page 169 in the County Clerk's Office of Jefferson County, Kentucky, and as amended by First Amendment thereto dated the 12th day of October, 1990, of record in Deed Book 6003, Page 126, in the Office of the County Clerk aforesaid.

1.3 "Regime" means the condominium regime created by the Master Deed.

1.4 "Unit Owner" means the person(s), firm(s), corporation(s), partnership(s), association(s), trustee, or other legal entity holding a recorded Deed or other instrument conveying

title to a Unit. Unit Owner has the further meaning as defined in the Master Deed.

1.5 Other capitalized terms used herein shall be defined as set forth in the Master Deed.

2. Purpose of This Second Amendment.

2.1 Section 5 of the Master Deed provides for the expansion of the Regime in Phases. It is now the desire and intent of the Developer to expand the Regime by adding Phase 2 to the Regime, with Building 2 to be constructed on Phase 2.

3. Provisions Effecting Expansion of Regime.

The Developer does now amend the Master Deed as follows:

3.1 The land comprising Phase 2 of the Regime is described as shown on plat attached hereto as Exhibit "A" and made part hereof. Said land is hereby added to the Regime as Phase 2. The land comprising Phase 2 is part of the property acquired by Developer by deed dated the 3rd day of August, 1989, of record in Deed Book 5885, Page 509, in the County Clerk's Office aforesaid.

3.2 The building known as Building 2, located on Phase 2 is described on Exhibit "A".

3.3 The layout, location, unit numbers and dimensions of the Units which are to be constructed in Building 2 on Phase 2 are more fully described on the floor plans thereof filed simultaneously herewith and recorded in Apartment (Condominium) Ownership Book 44, Pages 1 through 4 in the County Clerk's Office aforesaid, and bearing said Clerk's File Number 618.

3.4 The Developer may construct additional Units on Phase 2, in which event such additional Units shall constitute a further expansion of the Regime to be effected by appropriate amendment to the Master Deed.

3.5 The total area of the land in Phase 2 is 29,301 square feet. The total area of land in Phase 2 covered by buildings is 5,819 square feet.

3.6 Exhibit "B," attached hereto and made part hereof, sets forth the reallocation of the percentages of general common element ownership as a result of the expansion of the Regime adding Phase 2 as effected by this Amendment.

4. Authority for this Second Amendment.

This Second Amendment is authorized pursuant to Section 5 ("Expansion of Regime") of the Master Deed and other relevant provisions of the Master Deed.

5. Continuation of Master Deed as Amended Hereby.

The provisions of the Master Deed as amended hereby remain in full force and effect, and apply to Phase 2 in a manner consistent with this Second Amendment.

6. Binding Effect.

6.1 The provisions of this Second Amendment are binding upon each Unit Owner and their successors and assigns and also upon the successors and assigns of the Developer.

6.2 The Developer executes this Second Amendment on its own behalf and on behalf of all Unit Owners as their attorney-in-fact

and pursuant to the powers contained in and granted by the Master Deed.

Dated this 18 day of January, 1991.

BERKLEY PARTNERS 1989-1, a
Kentucky General Partnership

By: J.T. Sims
J.T. Sims, Managing General
Partner

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to, and acknowledged before me by J.T. Sims, Managing General Partner of BERKLEY PARTNERS 1989-1, a Kentucky General Partnership, on behalf of the Partnership, this 18 day of January, 1991.

My commission expires: 6/29/93.

Rocky A. Henry
NOTARY PUBLIC, STATE-AT-LARGE,
KY

THIS INSTRUMENT PREPARED BY:

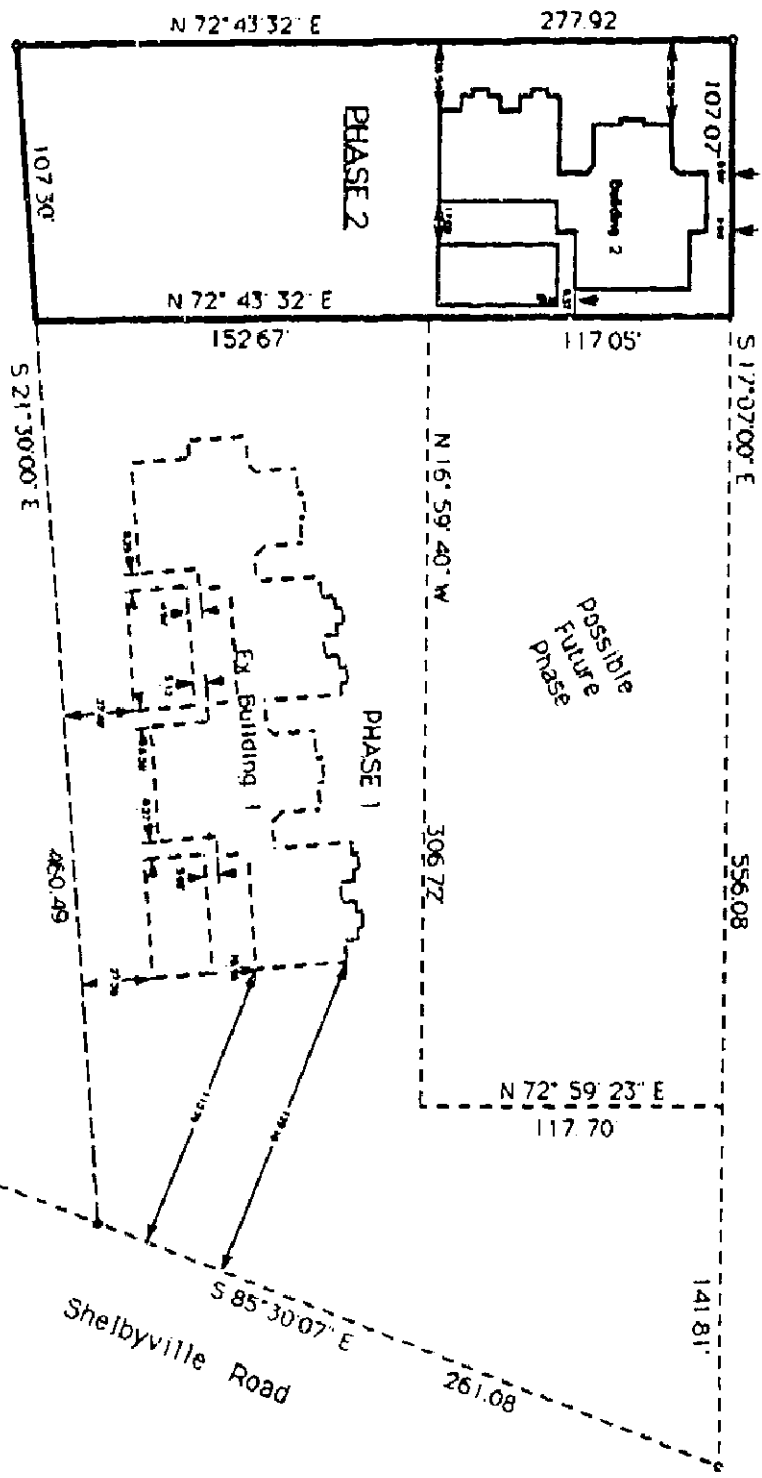
BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 MEIDINGER TOWER
LOUISVILLE, KY 40202
(502) 584-7371

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EXHIBIT "A"

PROMENADE COURT TOWNHOMES,
A CONDOMINIUM
PHASE 2



PROMENADE COURT TOWNHOMES, A CONDOMINIUM
 Building 1, Phase 1
 and
 Building 2, Phase 2

<u>Building 1, Phase 1</u> <u>Unit No.</u>	<u>Unit Total</u> <u>(Square Feet)</u>	<u>Percentage of</u> <u>Common Interest</u>
136	2724.10	8.995%
138	2723.59	8.994%
140	2237.06	7.387%
142	2238.93	7.393%
144	2724.28	8.996%
146	2713.28	8.960%
148	2237.13	7.387%
150	2236.92	7.387%
<u>Building 2, Phase 2</u> <u>Unit No.</u>		
119	2841.64	9.384%
121	2718.87	8.978%
123	2474.75	8.172%
125	2412.61	7.967%
Totals:	30283.16	100.00%

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EXHIBIT "B"

RECORDED
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 LOGGED BY *Deborah*
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 PAID \$ 1500
 REBECCA JACKSON J.C.C.
Quane