

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

This Third 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 meanings 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, and as further amended by Second Amendment thereto dated the 18th day of January, 1991, of record in Deed Book 6029, Page 691, 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 Third Amendment.

2.1 Section 5 of the Master Deed provides for the expansion of the Regime in Phases. The aforesaid Second Amendment to the Master Deed added Phase 2, and described Building 2 on Phase 2. The Second Amendment to the Master Deed also added Building 2 of Phase 2, to the Regime. In addition to Building 2 on Phase 2, Building 3 has now also been constructed on Phase 2. It is now the desire and intent of the Developer to expand the Regime by adding Building 3 to Phase 2, whereby Building 3 of Phase 2 will become part of the Regime.

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, as added by the Second Amendment to the Master Deed, is shown on plat attached hereto as Exhibit "A" and made part hereof. Building 3 of Phase 2 as described on said Exhibit "A" is hereby added to the Regime.

3.2 The layout, location, unit numbers and dimensions of the Units which are to be constructed in Building 3 of Phase 2, are

more fully described on the floor plans thereof, filed simultaneously herewith and recorded in Apartment (Condominium) Ownership Book ~~44~~⁴⁴, Pages 47 through 51 in the County Clerk's Office aforesaid, and bearing said Clerk's File Number 633.

3.4 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 13,080 square feet.

3.5 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 Building 3 of Phase 2 as effected by this Amendment.

4. Authority for this Third Amendment.

This Third 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 the Master Deed as Amended Hereby.

The provisions of the Master Deed as amended hereby remain in full force and effect.

6. Binding Effect.

6.1 The provisions of this Third 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 Third Amendment on its own behalf and on behalf of all Unit Owners as their attorney-in-fact pursuant to the powers contained in and granted by the Master Deed.

Dated this 19 day of July, 1991.

BERKLEY PARTNERS 1989-1, a
Kentucky General Partnership

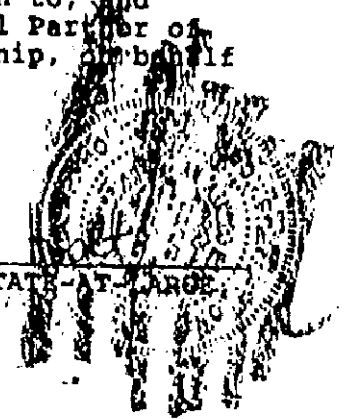
By: J.T. Sims
J.T. Sims, Managing
General Partner

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 corporation, this 19th day of July, 1991.

My commission expires: My Commission expires Aug. 1, 1992

Marian P. [Signature]
NOTARY PUBLIC, STATE-AT-LARGE
KENTUCKY



THIS INSTRUMENT PREPARED BY:

BOROWITZ & GOLDSMITH

By: [Signature]
MORRIS B. BOROWITZ
1825 MEIDINGER TOWER
LOUISVILLE, KENTUCKY 40202
(502) 584-7371

4697J

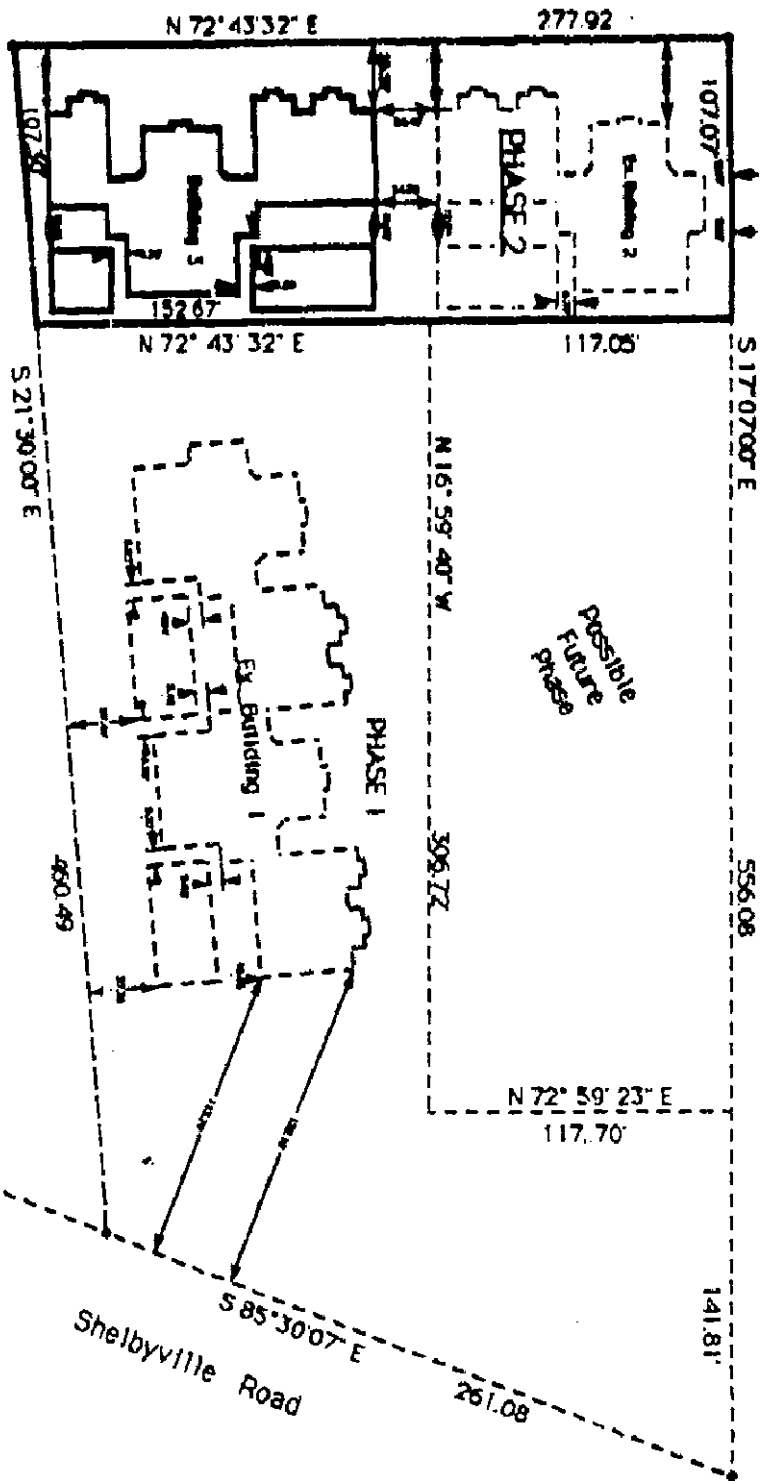


EXHIBIT "A"

PROMENADE COURT TOWNHOMES,
A CONDOMINIUM
PHASE 2



PROCKRADE COURT TOWNHOMES, A CONDOMINIUM
Building 1, Phase 1
and
Buildings 2 and 3, 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	6.338%
138	2723.59	6.337%
140	2237.06	5.205%
142	2238.93	5.209%
144	2724.28	6.339%
146	2713.28	6.313%
148	2237.13	5.205%
150	2236.92	5.205%
<u>Building 2, Phase 2</u> <u>Unit No.</u>		
119	2841.64	6.612%
121	2718.87	6.326%
123	2474.75	5.758%
125	2412.61	5.614%
<u>Building 3, Phase 2</u> <u>Unit No.</u>		
127	2423.44	5.639%
129	2425.06	5.643%
131	2712.58	6.312%
133	2726.52	6.344%
135	2407.23	5.601%
Totals	42977.99	100.00%

EXHIBIT "B"

APR. OWNERSHIP
PAGE 44
1500
633

OR
CONDOMINIUM

PAID \$
REBECCA J. [Signature]
1500

LOGGED BY [Signature]
AND RECORDED
ESR JUN 22 AM 9 43

71369

END OF DOCUMENT