

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

This Fourth 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, and as further amended by Third Amendment thereto dated the 19th day of July, 1991, of record in Deed Book 6085, Page 252, 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 Fourth 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 3 to the Regime, with Building 4 to be constructed on Phase 3.

3. Provisions Effecting Expansion of Regime.

The Developer does now amend the Master Deed as follows:

3.1 The land comprising Phase 3 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 3. The land comprising Phase 3 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 4, located on Phase 3 is described on Exhibit "A".

3.3 The layout, location, unit numbers and dimensions of the Units which are to be constructed in Building 4 on Phase 3 are more fully described on the floor plans thereof filed

simultaneously herewith and recorded in Apartment (Condominium) Ownership Book 45, Pages 7 through 10 in the County Clerk's Office aforesaid, and bearing said Clerk's File Number 637.

3.4 The Developer may construct additional Units on Phase 3, 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 3 is 36,069 square feet. The total area of land in Phase 3 covered by buildings is 6,877 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 3 with Building 4 as effected by this Amendment.

4. Authority for this Fourth Amendment.

This Fourth 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 3 in a manner consistent with this Fourth Amendment.

6. Binding Effect.

6.1 The provisions of this Fourth 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 Fourth 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 3 day of September, 1991.

BERKLEY PARTNERS 1989-1, a
Kentucky General Partnership

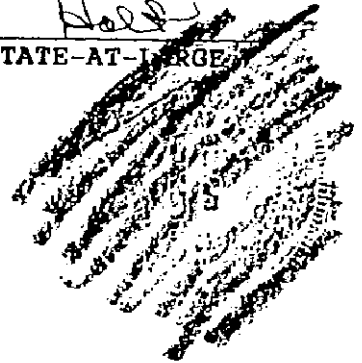
By: J. T. Sims
J. T. Sims, Managing General
Partner

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 3 day of September, 1991.

My commission expires: 8-1-92.

Marian P. Holtz
NOTARY PUBLIC, STATE-AT-LARGE
KY



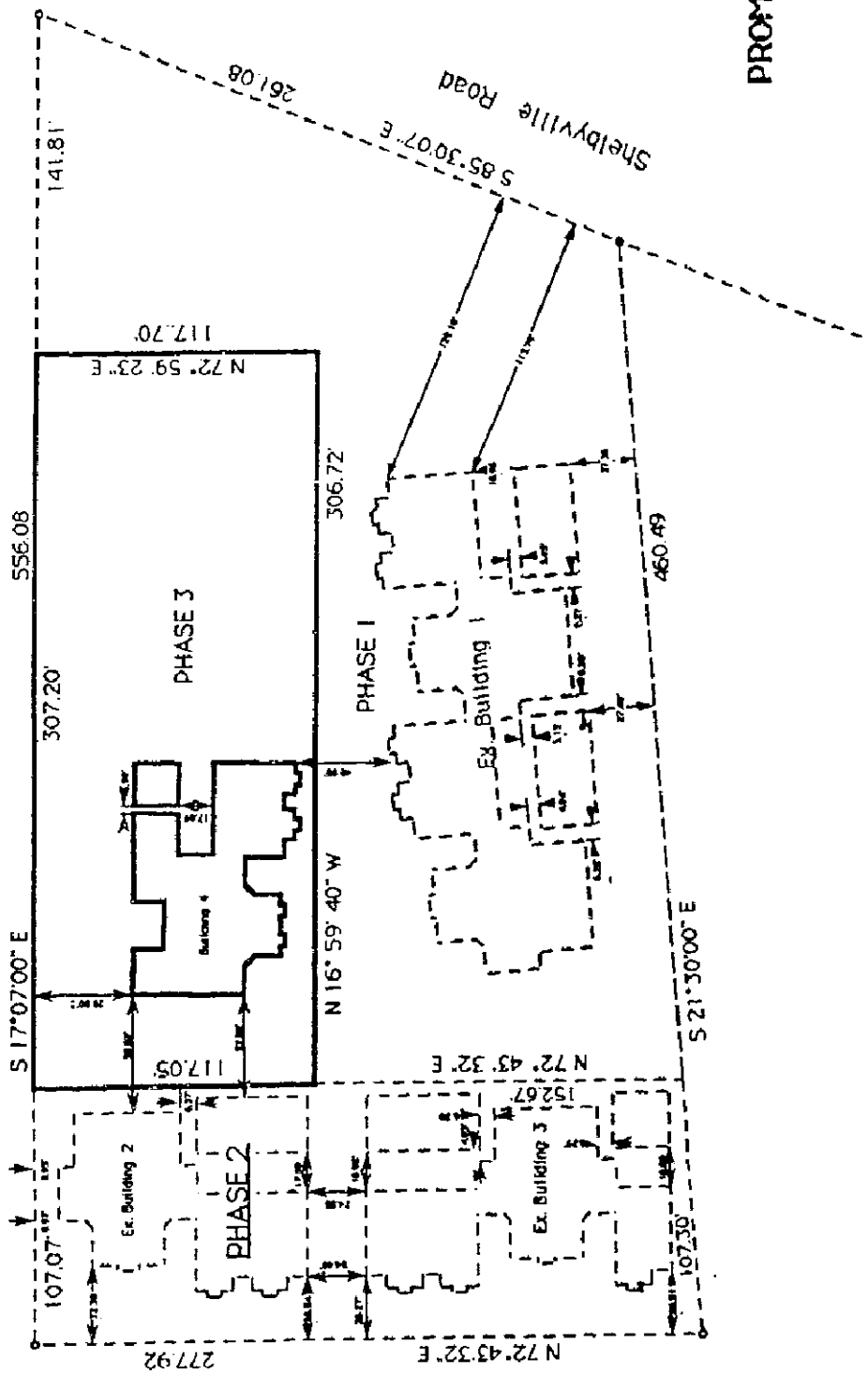
THIS INSTRUMENT PREPARED BY:
BOROWITZ & GOLDSMITH

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

4829J

PROMENADE COURT TOWNHOMES,
A CONDOMINIUM
PHASE 3

EXHIBIT "A"



Promenade Court Townhomes, A Condominium

Building 1, Phase 1; Buildings 2 and 3, Phase 2; and
Building 4, Phase 3.

<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	4.940%
138	2723.59	4.939%
140	2237.06	4.057%
142	2238.93	4.060%
144	2724.28	4.940%
146	2713.28	4.920%
148	2237.13	4.057%
150	2236.92	4.056%
<u>Building 2, Phase 2</u> <u>Unit No.</u>		
119	2841.64	5.153%
121	2718.87	4.930%
123	2474.75	4.488%
125	2412.61	4.375%
<u>Building 3, Phase 2</u> <u>Unit No.</u>		
127	2423.44	4.395%
129	2425.06	4.397%
131	2712.58	4.919%
133	2726.52	4.944%
135	2407.23	4.365%
<u>Building 4, Phase 3</u> <u>Unit No.</u>		
118	3705.19	6.719%
116	3670.23	6.655%
114	2367.08	4.292%
112	2426.20	4.400%
Totals ->	55146.69	100.00%

EXHIBIT "B"

CO. OF COMMONS
APPT. OWNERSHIP
FILE IN 637
500X 45 PAGE 7-8-9-10
1991 SEP - 4 AM 10:15
JUDGED BY [Signature]
AND RECORDED
87890
PAID \$ [Signature]
RECORDS DEPARTMENT

END OF DOCUMENT BOOK 6098 PAGE 131