

CORRECTED FIRST AMENDMENT TO MASTER DEED
AND
DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF
WOODMERE TOWNHOMES

THE LOUIS PARTNERSHIP, INC., a corporation organized and existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as "the Developer"), does this 14th day of June, 1990, file this Corrected First Amendment to the Master Deed and Declaration of Condominium Regime of Woodmere Townhomes, said Master Deed being dated June 13, 1989, and recorded in Deed Book 5872, Page 79, and as shown on the plans of same recorded in Apartment Ownership Book 41, Pages 42-43, inclusive, being Clerk's File Number 568; said First Amendment recorded April 20, 1990, in Deed Book 5952, Page 174, and as shown on the plans of same recorded in Apartment Ownership Book 42, Pages 38-39, inclusive, being Clerk's File Number 590; all in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

This Corrected Amendment is filed pursuant to the reservations of the Developer as contained within Article II of the aforesaid Master Deed and Declaration of Condominium Property Regime. Excepting those Amendments as set forth herein, the aforesaid Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes is ratified, restated, and reaffirmed as if set forth herein verbatim.

1. The real property owned by the Developer in fee simple subject to the Declaration of the Condominium Property Regime as defined in Paragraph 1.7 of Article I of said Master Deed and Declaration shall be amended to include the following described real property as Phase II in addition to that real property specifically described within the aforesaid original Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes:

BEING at a point in the West right-of-way line of Seminary Drive and the northeast corner of a tract of land conveyed to The Louis Partnership as recorded in Deed Book 5811, Page 447, in the aforementioned Clerk's Office; thence with the Louis line South 59 degrees 14' 19" West, 130.00 feet to a point in the East line of Thornhill Subdivision, as recorded in Plat Book 20, Page 42, in the

aforementioned Clerk's Office; thence with the Thornhill line North 30 degrees 45' 41" West 283.11 feet to a point; thence leaving the Thornhill line North 59 degrees 14' 19" East, 130.00 feet to a point in the West right-of-way line of Seminary Drive; as recorded in Plat Book 36, Page 48, in the aforementioned Clerk's Office thence with right-of-way line South 30 degrees 45' 41" East, 283.11 feet to the point of the beginning, containing 0.845 acres and being Tract 1 on the Plat attached to a Deed dated August 24, 1989, and recorded in Deed Book 5896, Page 361, in the Office of the Clerk aforesaid.

Together with the right to use the 30 foot access easement over Tract 2 shown on Plat of record in Deed Book 5806, Page 708, in the Office of the Clerk aforesaid.

BEING the same property acquired by The Louis Partnership, Inc. by Deed dated September 15, 1989, of record in Deed Book 5898, Page 565, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Joining in this instrument is First National Bank of Louisville, the holder of a present mortgage (the "FNBL Mortgage") on the land being submitted in accordance with this amendment by virtue of a First Mortgage Lien granted by the Developer within a Mortgage and Security Agreement dated September 18, 1989 of record in Mortgage Book 2811, Page 472, Assignment of Leases and Rents dated September 18, 1989 recorded in Deed Book 5898, Page 568, and a Fixture Filing dated September 18, 1989 of record in Fixture File Book 3, Page 810, all in the aforesaid Clerk's Office. To indicate its consent thereto, the Developer and First National Bank of Louisville agree that the Bank's Mortgage Lien rights are hereby:

- A. With respect to the land, transferred prorata to Units 1 through 4, the Limited Common Elements, and the Common Elements appurtenant thereto.

Also joining in this instrument are MARTYN A. GOLDMAN and TONI G. GOLDMAN, his wife, who acquired Unit #4, Woodmere Townhomes, a portion of the property herein described, by Deed dated April 25, 1990, recorded in Deed Book 5954, Page 9, in the aforesaid Clerk's Office. By their signatures hereto, said MARTYN A. GOLDMAN and TONI G. GOLDMAN, husband and wife, do hereby consent to and ratify this Corrected First Amendment to the Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes,

and to the corrected description of the property as shown on the revised site plan and floor plan dated May 8, 1990 as referenced herein.

In order to establish Phase II of the aforesaid Condominium project of Woodmere Townhomes, the Developer hereby declares that the aforesaid real property shall be held, conveyed, released, mortgaged, encumbered, leased, rented, occupied, used and improved subject to those limitations, reservations, restrictions, divisions, covenants and conditions set forth within the Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes of record in Deed Book 5872, Page 79.

Paragraph 1.8 of Article I of said Master Deed and Declaration is hereby amended to reflect the recording of a revised site plan and revised floor plan (designated as Revised Plan of Phase 2, Woodmere Townhomes) for the inclusion within the Regime of Units 1 through 4, inclusive, as described herein, said revised plans being dated May 8, 1990, and of record in Apartment Ownership Book 42, Pages 45 - 46, inclusive, being Clerk's File Number 594, in the aforesaid Clerk's Office.

2. Paragraph 2.1 of Article II of said Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes is amended to read as follows:

2.1(a) The Regime shall consist of eight (8) townhouse units which are constructed as Phase I and Phase II, and followed by no more than fifteen (15) additional units in one or more other phases which may be created, added, and subjected to the Regime by the Developer by Amendment upon the acquisition and dedication to the Regime of adjacent tracts or parcels and the filing of its plans together with the Limited Common Elements and Common Elements appurtenant thereto. Developer reserves the right from time to time to further amend the Master Deed to the extent of adding such adjacent parcels or tracts as future phases for additional units, Common Elements and, once added, the future phases and additional units shall have the same rights and privileges as appear herein.

(b) The total floor area built within Phase I of the Regime, including basements, shall not exceed 15,706.29 square feet. The aggregate floor area, including basements, in Units 5 through 8 is 15,706.29 square feet so that there is no unbuilt floor area in Phase I of the Regime.

(c) The floor area to be built within Phase II of the Regime, including basements, shall not exceed 16,407.16 square feet. The aggregate floor area including basements of Units 1 through 4 is 16,407.16 square feet so that there is no unbuilt floor area within Phase II of the Regime.

3. Paragraph 3.1 of Article III of said Master Deed and Declaration of Condominium Regime of Woodmere Townhomes is amended by way of addition and not substitution to read as follows:

3.1 Units. Phase II of the Regime shall include four (4) separately designated townhouse or apartment dwellings each capable of individual utilization and ownership in fee simply by having their own respective exits to a thoroughfare or to a given common space leading to a thoroughfare which is designated on the floor plan or site plan. Units 1 through 4, inclusive, shall include the space within and bounded by the unfinished surfaces of the interior load bearing perimeter walls; the floor of the basement; the ceiling of the second floor; and shall include all walls and partitions (whether or not load bearing) within said space, together with the floors and ceilings separating the basement from the first floor and the first floor from the second floor.

Units 1 through 4 shall also include the bay window protrusions on the South side of each unit. Unit #1 shall include the bay window protrusion on the West side of said unit, as well as the protrusion on the East side of said unit as reflected by the aforesaid site plan and floor plans as applicable to said units. Unit #2 shall include the bay window protrusions on the North of said unit as well as the protrusions on the East and West sides of said unit as reflected by the aforesaid revised site plan and floor plans applicable to said unit. Unit #3 shall include the bay window protrusions on the East and West sides of said unit as reflected by the aforesaid revised site plan and floor plans applicable to said Unit #3. Unit #4 shall include the bay window protrusions on the East and West sides of said unit, as well as the protrusions on the South side of said unit as reflected by the aforesaid revised site plan and floor plans applicable to said unit.

Units 1 through 4, inclusive, shall also include the stairway and garage area within the boundaries of each unit; and all built-in household kitchen appliances, hot water heaters, heating and air conditioning equipment located therein.

4. Paragraph 3.3 of Article III of said Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes is

amended to include, by way of addition and not substitution, paragraph 3.3(e), which shall read as follows:

3.3(e) Garden areas on the West side of and immediately adjacent to each Unit, such area being designated on the Plans as Limited Common Elements to Units 1, 2, 3 and 4, respectively; together with each Unit's facing side of the brick or wooded partitions separating such areas. These areas shall include any gate opening to each area. These areas shall be maintained by each Unit Owner.

5. Paragraph 4.1 of Article IV of said Master Deed and Declaration of Condominium Property Regime is amended to read as follows:

4.1 Ownership of Units 1 through 8, inclusive, is hereby declared to have appurtenant unto each, an undivided interest in that portion of the common elements shown on the site plan and amendments or revisions thereof in the percentages set forth opposite each said unit:

Unit 1	12.32
Unit 2	14.27
Unit 3	11.73
Unit 4	12.77
Unit 5	11.03
Unit 6	11.89
Unit 7	12.37
Unit 8	13.62

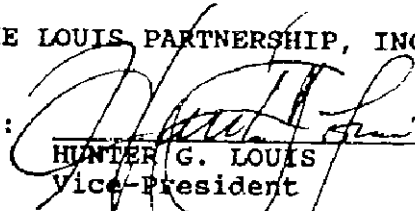
PERCENTAGE TOTAL 100%

IN WITNESS WHEREOF, the Developer, First National Bank of Louisville, each by its duly authorized officer, and Martyn A. Goldman and Toni G. Goldman, husband and wife, have executed this Corrected First Amendment to the Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes by their signatures the day and year first above written.

"DEVELOPER"

THE LOUIS PARTNERSHIP, INC.

BY:


 HUNTER G. LOUIS
 Vice-President

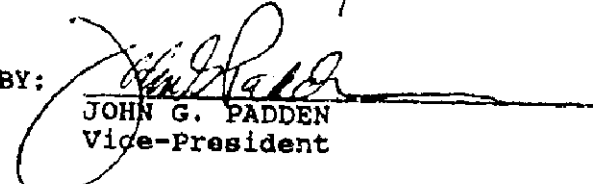
STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing Corrected First Amendment to Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes was acknowledged before me by HUNTER G. LOUIS as Vice-President of THE LOUIS PARTNERSHIP, INC., a Kentucky corporation, Developer herein, as the free act and deed of the corporation, this 14th day of June, 1990.

My Commission Expires: October 9, 1991


NOTARY PUBLIC, STATE AT LARGE, KY

FIRST NATIONAL BANK OF LOUISVILLE


BY: 
JOHN G. PADDEN
Vice-President

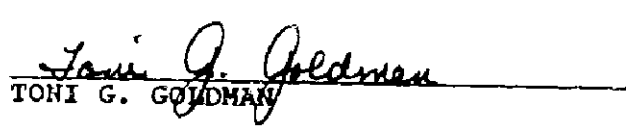
STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing Corrected First Amendment to Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes was acknowledged before me by JOHN G. PADDEN as Vice-President of First National Bank of Louisville, as the free act and deed of the corporation, this 15th day of June, 1990.

My Commission Expires: October 9, 1991


NOTARY PUBLIC, STATE AT LARGE, KY


MARTYN A. GOLDMAN


TONI G. GOLDMAN

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing Corrected First Amendment to Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes was acknowledged before me by MARTYN A. GOLDMAN and TONI G. GOLDMAN, husband and wife, this 14th day of June, 1990.

My Commission Expires: October 9, 1991


NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:

[Handwritten Signature]
DAVID B. BLANDFORD,
ACKERSON, NUTT, BLANDFORD, YANN
AND KISER, P.S.C.
Suite 1800
One Riverfront Plaza
Louisville, Kentucky 40202
(502) 589-4130

INDEXED BY:

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