

THIRD 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 23<sup>RD</sup> day of December, 1993, file this Third 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; as amended by the First Amendment to said Master Deed 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; with a Corrected First Amendment recorded June 15, 1990, in Deed Book 5966, Page 970, and as shown on the plans of same recorded in Apartment Ownership Book 42, Pages 45-46, inclusive, being Clerk's File Number 594; as amended by the Second Amendment to said Master Deed recorded January 23, 1991, in Deed Book 6030, Page 714, and as shown on the plans of same recorded in Apartment Ownership Book 44, Page 5-6, inclusive, being Clerk's File No. 619, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

This Third 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 as previously amended, 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 IV in addition to that real property specifically described within the aforesaid original Master Deed

and Declaration of Condominium Property Regime of Woodmere Townhomes, as previously amended:

**BEGINNING** at a point in the west right-of-way line of Seminary Drive and the southeast corner of a tract of land conveyed to The Louis Partnership, Inc. as recorded in Deed Book 6030, Page 711 in the aforementioned clerk's office; thence with the west right-of-way of Seminary Drive with the arc of a curve to the left having a radius of 1046.45 feet and a chord of South 42°22'44" East, 233.53 feet to a point; thence leaving said line with the following courses:

South 42°32'33" West, 64.11 feet to a point;

North 47°27'27" West, 17.23 feet to a point;

South 59°14'19" West, 114.99 feet to a point on the east line of Thornhill Subdivision as recorded in Plat Book 20, Page 42 in the aforementioned clerk's office; thence with said line North 30°45'41" West, 230.67 feet to a point; said point also being the southwest corner of a tract of land conveyed to the Louis Partnership, Inc. as recorded in Deed Book 6030, Page 711 in the aforementioned clerk's office; thence with the south line of the Louis tract North 59°14'19" East, 134.32 feet to the point of beginning containing 0.824 acres; and being shown as Tract 4 on a Minor Subdivision Plat dated February 11, 1993, a copy of which is attached to and incorporated by reference in a deed dated June 11, 1993 recorded in Deed Book 6334, Page 788, in the office aforesaid.

**BEING** the same property acquired by The Louis Partnership, Inc., a Kentucky Corporation by deed dated July 20, 1993 of record in Deed Book 6334, Page 796, in said clerk's office.

In order to establish Phase IV 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 plans (designated as Phase IV-A, Woodmere Townhomes) for the inclusion within the Regime of Units 13 and 14, inclusive, as described herein, said revised plans being

dated December 22, 1993, and of record in Apartment Ownership Book 48, Pages 34 - 35, inclusive, Clerk's File No. 698 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 fourteen (14) townhouse units which are constructed as Phase I, Phase II, Phase III, and Phase IV-A, and followed by no more than nine (9) 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.

(d) The total floor area built within Phase III of the Regime, including basements, shall not exceed 14,959.35 square feet. The aggregate floor area, including basements, in Units 9 through 12 is 14,959.35 square feet so that there is no unbuilt floor area in Phase III of the Regime.

(e) The total floor area built within Phase IV-A of the Regime, including basements, shall not exceed 9,169.12 square feet. The aggregate floor area, including basements, in Units 13 and 14 is 9,169.12 square feet so that there is no unbuilt floor area in Phase IV-A 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 IV-A of the Regime shall include two (2) 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 13 and 14, 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 13 and 14 shall also include the bay window protrusions on the North side of each unit, the South side of Unit 13, and the East side of Unit 14.

Units 13 and 14 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(f), which shall read as follows:

3.3(f) 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 13 and 14 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 14, 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:

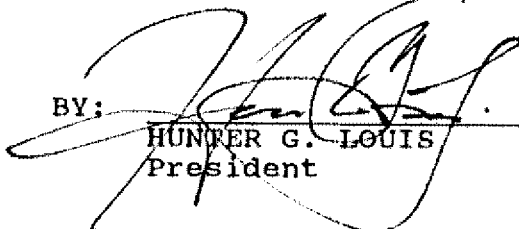
Unit 1	7.03
Unit 2	8.15
Unit 3	6.70
Unit 4	7.29
Unit 5	6.30
Unit 6	6.79
Unit 7	7.06
Unit 8	7.78
Unit 9	7.03
Unit 10	6.52
Unit 11	6.54
Unit 12	6.51
Unit 13	8.65
Unit 14	7.65

PERCENTAGE TOTAL 100%

IN WITNESS WHEREOF, the Developer, by its duly authorized officer, has executed this Third Amendment to the Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes by its signature the day and year first above written.

"DEVELOPER"

THE LOUIS PARTNERSHIP, INC.

BY:   
HUNTER G. LOUIS  
President

STATE OF KENTUCKY

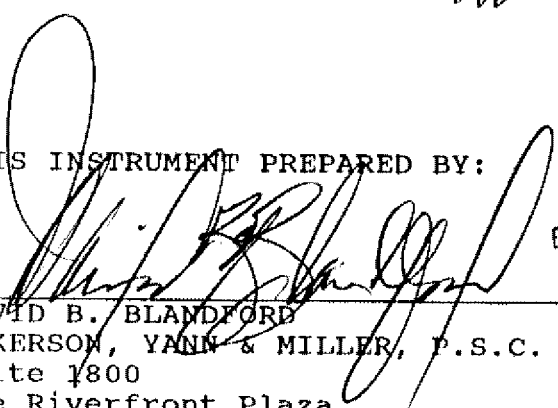
COUNTY OF JEFFERSON

The foregoing Third Amendment to Master Deed and Declaration of Condominium Property Regime of Woodmere Townhomes was acknowledged before me by HUNTER G. LOUIS as President of THE LOUIS PARTNERSHIP, INC., a Kentucky corporation, Developer herein, as the free act and deed of the corporation, this 23rd day of December, 1993.

My Commission Expires: October 9, 1995

  
NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:

  
DAVID B. BLANDFORD  
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CONDOMINIUM

OR

APT. OWNERSHIP

BOOK 48 PAGE 34-35  
FILE NO. 698

174282

Document No: 1993174282  
Lodged By: blandford  
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County Clerk: Rebecca Jackson  
Deputy Clerk: SHERRI

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