

FIFTH 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 5th day of April, 1995, file this Fifth 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; as further amended by the Third Amendment to said Master Deed recorded December 28, 1993, in Deed Book 6400, Page 525, and as shown on the plans of same recorded in Apartment Ownership Book 48, Pages 34-35, inclusive, being Clerk's File No. 698; and as further amended by the Fourth Amendment to said Master Deed recorded August 1, 1994, in Deed Book 06483, Page 0718, and as shown on the plans of same recorded in Apartment Ownership Book 50, Pages 9-10, inclusive, being Clerk's File No. 726, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

This Fifth 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. 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 V-A, Woodmere Townhomes) for the inclusion within the Regime of Units 17, 18 and 19, inclusive, as described herein, said revised plans being dated March 31, 1995, and of record in Apartment Ownership Book 52, Pages 8 - 9, inclusive, Clerk's File No. 758 all 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 nineteen (19) townhouse units which are constructed as Phase I, Phase II, Phase III, Phase IV-A, Phase IV-B and Phase V-A, and followed by no more than four (4) 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.

(f) The total floor area built within Phase IV-B of the Regime, including basements, shall not exceed 8,933.78 square feet. The aggregate floor area, including basements, in Units 15 and 16 is 8,933.78 square feet, so that there is no unbuilt floor area in Phase IV-B of the Regime.

(g) The total floor area built within Phase V-A of the Regime, including basements, shall not exceed 12,673.41 square feet. The aggregate floor area, including basements, in Units 17, 18 and 19 is 12,673.41 square feet, so that there is no unbuilt floor area in Phase V-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 V-A of the Regime shall include three (3) separately designated townhouse units or apartment dwellings each capable of individual utilization and ownership in fee simple 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 17, 18 and 19, 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 17, 18 and 19 shall also include the bay window protrusions on the South side of each unit, and the North side of Unit 19.

Units 17, 18 and 19 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(g), which shall read as follows:

3.3(g) Garden areas on the North side of Units 17, 18 and 19, and the West side of Unit 19, such areas being designated on the Plans as Limited Common Elements to Units 17, 18 and 19 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 19, 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:

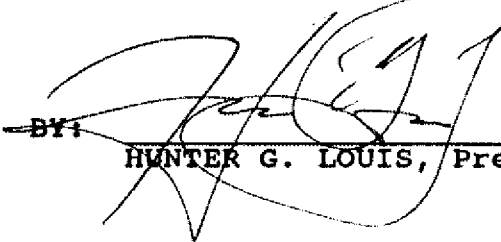
Unit 1	3957.67	5.08
Unit 2	4583.17	5.89
Unit 3	3765.25	4.84
Unit 4	4101.07	5.27
Unit 5	3540.20	4.56
Unit 6	3819.77	4.91
Unit 7	3972.12	5.10
Unit 8	4374.20	5.62
Unit 9	3954.91	5.08
Unit 10	3666.25	4.71
Unit 11	3676.50	4.72
Unit 12	3661.69	4.70
Unit 13	4865.38	6.24
Unit 14	4303.74	5.53
Unit 15	4024.70	5.17
Unit 16	4909.08	6.30
Unit 17	3868.60	4.97
Unit 18	3920.64	5.04
Unit 19	4884.17	6.27

PERCENTAGE TOTAL 100%

IN WITNESS WHEREOF, the Developer, by its duly authorized officer, has executed this Fifth 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.

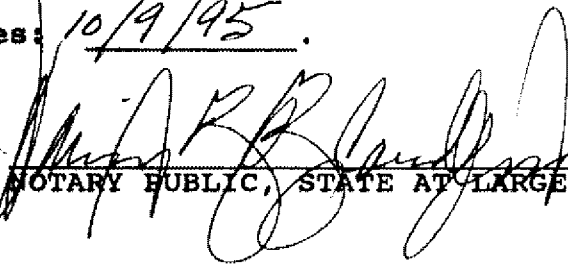
BY: 
HUNTER G. LOUIS, President

STATE OF KENTUCKY


COUNTY OF JEFFERSON

The foregoing Fifth 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 5th day of April, 1995.

My Commission Expires: 10/9/95.


NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:


DAVID B. BLANDFORD
ACKERSON YANN & MILLER, P.S.C.
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CONDOMINIUM
OR
APT. OWNERSHIP
BOOK 52 PAGE 8-9
FILE NO. 758

Document No: 1995038587 38587
Lodged By: BLANDFORD
Recorded On: Apr 06, 1995 10:33:17 A.M.
Total Fees: \$46.00
County Clerk: Rebecca Jackson
Deputy Clerk: STACIE2

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