

FIRST AMENDMENT TO MASTER DEED
FOR BYCK'S LOFTS

THIS FIRST AMENDMENT TO MASTER DEED FOR BYCK'S LOFTS (the "First Amendment") is made and entered into as of September ~~28~~, 2012, by BYCK'S LOFTS II, LLC, a Kentucky limited liability company (the "Developer"), with its principal offices located at 2800 Constant Comment Place, Louisville, Kentucky 40299.

WITNESSETH:

WHEREAS, Developer was the fee simple owner of certain real property (the "Land") located in Jefferson County, Kentucky, together with all improvements, easements, rights-of-way and appurtenances thereunto belonging, same being more particularly described on Exhibit A, attached hereto and incorporated herein;

WHEREAS, Developer created a condominium project (the "Project") and submitted the foregoing Land and all improvements and structures now existing and hereafter erected thereon, and all easements, rights, and appurtenances belonging thereto (said Land, improvements, structures, easements, rights, and appurtenances are together referred to hereinafter as the "Property") to the condominium form of ownership subject to the provisions of the Horizontal Property Law of the Commonwealth of Kentucky, KRS 381.805 to KRS 381.910, as amended from time to time, and any successor statutes, which Project is known as the **BYCK'S LOFTS CONDOMINIUMS** (the "Condominium Project");

WHEREAS, Developer executed a Master Deed For Byck's Lofts dated as of April 24, 2008 (the "Master Deed"), which Master Deed is recorded in Deed Book 9220, Page 173 in the office of the Jefferson County Clerk;

WHEREAS, the initial plans of the Condominium Project were recorded in Condominium and Apartment Ownership Book 124, Pages 22 through 24 in the office aforesaid (the "Initial Plans");

WHEREAS, Developer reserved the right, in Section B of the Master Deed, to "further amend the Master Deed to the extent of subdividing or consolidating the aforementioned units or creating additional units, and general common elements and limited common elements" with respect to the Condominium Project;

WHEREAS, Section B of the Master Deed further provides "an irrevocable power of attorney coupled with an interest is hereby granted and reserved unto Developer...to amend the Master Deed to accomplish the foregoing and to shift and relocate [sic] from time to time the percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each amendment pursuant to this paragraph...";

WHEREAS, Developer created two (2) Residential Units on the fifth (5th) floor of the Condominium Project and desires to amend the Master Deed to form such additional Residential Units and to shift and reallocate the percentage interest in the Common Elements appurtenant to each Unit in the Condominium Project; and

WHEREAS, the Master Deed and the Initial Plans incorrectly number the Units in the Condominium Project and Developer desires to renumber said Units in the Condominium Project pursuant to and in accordance with this First Amendment.

NOW, THEREFORE, in accordance with the foregoing and Section B of the Master Deed, Developer does hereby amend the Master Deed as follows:

1. The Master Deed is hereby amended to reflect the recording of revised plans for the Condominium Project, such revised plans being prepared by BTM Engineering, Inc. and recorded in Condominium and Apartment Ownership Book 130 Pages 37 - 40 in the Jefferson County Clerk's office. Accordingly, the last sentence of Section B(x) of the Master Deed is amended by deleting said sentence in its entirety and substituting in lieu thereof the following:

"The Units are shown on plans recorded in the Jefferson County Clerk's office in Condominium and Apartment Ownership Book 130 Pages 37 - 40 (the "Revised Plans"). For purposes of this Master Deed, "plans" means the most recent plans for the Condominium Project showing the layout, location, Unit numbers and dimensions of the Units, which plans were initially proposed and recorded simultaneously with the recording of the Master Deed in Condominium and Apartment Ownership Book 124, Pages 22-24 (the "Initial Plans"), and subsequently amended by the Revised Plans. The plans will be superseded by subsequent plans to be recorded by Developer in the future."

2. Developer hereby declares that Units 502 and 503, all as reflected in the above referenced "plans", are made subject to the terms of the Master Deed, as amended, and shall have the same rights, privileges and obligations as those Units expressly detailed in the Master Deed.

3. Exhibit B to the Master Deed is hereby amended and replaced with Exhibit B, attached hereto and incorporated herein.

4. The Master Deed is hereby amended by adding the attached Exhibit C as an exhibit to the Master Deed.

5. The Master Deed is hereby amended by adding the following Section U immediately following Section T in the Master Deed:

"U. Unit Designation Corrections. Certain Units in the Condominium Project were incorrectly numbered when the Master Deed and the Initial Plans were recorded. Subsequent to such recordings, certain Units in the Condominium Project were sold to third

parties and the documents facilitating the conveyance of such Units utilized incorrect Unit designations. Exhibit C, attached hereto and incorporated herein, provides a list of the numbers assigned to each of the Units in the Condominium Project in the Master Deed and the Initial Plans (the "Original Unit Number Designations"), some of which Unit number designations are not accurate, as well as a corresponding list of the numbers assigned to each of the same Units in the Condominium Project in the Revised Plans (the Corresponding Correct Unit Number Designations"), which Unit number designations are accurate and should be utilized with respect to all Units going forward."

6. The Unit owners in the Condominium Project hereby consent to the amendments provided for herein by and through the undersigned Developer as their power of attorney granted pursuant to Section B of the Master Deed.

7. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Deed.

8. Except as specifically modified by this First Amendment, the provisions of the Master Deed shall remain in full force and effect, unchanged and unmodified by this First Amendment.

9. Central Bank of Jefferson County, Inc. as mortgage lien holder joins in this instrument for the limited purpose of indicating its consent hereto.

[Signature Page(s) Attached]

IN TESTIMONY WHEREOF, witness the signature of the Developer, by its duly authorized officer, as of the date first set forth above.

Central Bank of Jefferson County, Inc. Byck's Lofts II, LLC, a Kentucky limited liability company

By: Amy W. Sullivan
Title: Sr. Vice Pres.

By: David Steinbrecher
David Steinbrecher, Manager

COMMONWEALTH OF KENTUCKY)
)SS.
COUNTY OF JEFFERSON)

The foregoing First Amendment to Master Deed was subscribed, sworn to and acknowledged before me this 27th day of September, 2012 by David Steinbrecher, as Manager of Byck's Lofts II, LLC, a Kentucky limited liability company, on behalf of said entity.

My Commission Expires: 11-4-2013 David M. Wath
Notary Public

COMMONWEALTH OF KENTUCKY)
)SS.
COUNTY OF JEFFERSON)

The foregoing First Amendment to Master Deed was subscribed, sworn to and acknowledged before me this 28 day of September, 2012 by Amy W. Sullivan as Sr VP of Central Bank of Jefferson County, Inc., a Kentucky corporation, on behalf of said entity.

My Commission Expires: 5-23-15 Denise B Wilson
Notary Public

This instrument prepared by:
James D. Walker III
James D. Walker III, Esq.
Ackerson & Yann, P.S.C.
401 W. Main Street, Suite 1200
Louisville, Kentucky 40202
(502) 583-7400

Exhibit A**Legal Description****TRACT 1**

Beginning on the west side of Fourth Street, three hundred and forth (340) feet South of Muhammad Ali Boulevard (formerly Walnut Street); running thence Southwardly along the West side of Fourth Street, thirty one (31) feet, and extending Westwardly of the same width throughout between lines parallel with Muhammad Ali Boulevard, two hundred and four (204) feet to an alley, together with all rights appurtenant to said lot in the party wall mentioned in the Deed between Jacob F. Weller and wife and A.G. Fonda and S. Van Fonda, dated March 25, 1886, recorded in Deed Book 290, Page 431, in the Office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property conveyed to Byck's Lofts, II, LLC, by deed dated August 2, 2007 and of record in Deed Book 9084, Page 398, in the Office of the Clerk of Jefferson County, Kentucky.

TRACT 2

Beginning on the West side of Fourth Street 371 feet south of Muhammad Ali Boulevard, formerly Walnut Street, thence south along the West line of Fourth Street, 22 feet 8 inches, thence extending back Westwardly of that width throughout between lines parallel with Muhammad Ali Boulevard, 204 feet to a 12 foot alley.

Being a part of the same property conveyed to Byck's Lofts, II, LLC, by deed dated August 2, 2007 and of record in Deed Book 9084, Page 394, in the Office of the Clerk of Jefferson County, Kentucky.

Exhibit B

Unit	Square Footage		Percentage
Garage Unit 1	244	AS-BUILT	1.10
Garage Unit 2	244	AS-BUILT	1.10
Garage Unit 3	244	AS-BUILT	1.10
Commercial Unit 532	3125	AS-BUILT	14.11
Commercial Unit 534	2962	AS-BUILT	13.38
Residential Unit 201	801	AS-BUILT	3.62
Residential Unit 202	1080	AS-BUILT	4.88
Residential Unit 301	1174	AS-BUILT	5.30
Residential Unit 302	1261	AS-BUILT	5.69
Residential Unit 303	969	AS-BUILT	4.38
Residential Unit 304	937	AS-BUILT	4.23
Residential Unit 305	932	AS-BUILT	4.21
Residential Unit 306	868	AS-BUILT	3.92
Residential Unit 307	754	AS-BUILT	3.40
Residential Unit 308	923	AS-BUILT	4.17
Residential Unit 401	578	AS-BUILT	2.61
Residential Unit 402	1260	AS-BUILT	5.69
Residential Unit 403	1177	AS-BUILT	5.31
Residential Unit 404	675	AS-BUILT	3.05
Residential Unit 502	921	AS-BUILT	4.16
Residential Unit 503	1017	AS-BUILT	4.59

Exhibit C

Original Unit Number Designations	Corresponding Correct Unit Number Designations
Garage Unit 1	Garage Unit 1
Garage Unit 2	Garage Unit 2
Garage Unit 3	Garage Unit 3
Commercial Unit 1	Commercial Unit 532
Commercial Unit 2	Commercial Unit 534
Residential Unit 101	Residential Unit 201
Residential Unit 102	Residential Unit 202
Residential Unit 201	Residential Unit 301
Residential Unit 202	Residential Unit 302
Residential Unit 203	Residential Unit 303
Residential Unit 204	Residential Unit 304
Residential Unit 205	Residential Unit 305
Residential Unit 206	Residential Unit 306
Residential Unit 207	Residential Unit 307
Residential Unit 208	Residential Unit 308
Residential Unit 301	Residential Unit 401
Residential Unit 302	Residential Unit 402
Residential Unit 303	Residential Unit 404
Residential Unit 304	Residential Unit 403

Recorded In Condo Book
 No. 130 Page 37-40
 Part No. 2873

Document No.: DN2012143260
 Lodged By: REED
 Recorded On: 09/28/2012 02:49:21
 Total Fees: 25.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: ANASHO

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