

**SECOND AMENDMENT
TO
MASTER DEED AND DECLARATION
OF HORIZONTAL PROPERTY REGIME
OF
WASHINGTON MEWS CONDOMINIUM**

Sixty percent (60%) or more of the Unit Owners of Washington Mews Condominium do hereby declare and publish this Second Amendment to the Master Deed and Declaration of Horizontal Property Regime of Washington Mews Condominium dated October 2, 1973 and recorded in Deed Book 4669, Page 147 and First Amendment thereto dated July 31, 1975 and of record in Deed Book 4801, Page 245, all in the Office of the Clerk of Jefferson County, Kentucky (hereafter the "Master Deed, as Amended") and record this executed Second Amendment in the office of the Clerk aforesaid.

Whereas, sixty percent (60%) of the Unit Owners of the "Project" under the authority confirmed by the Master Deed, as Amended desire to enter into the following Amendment to the Master Deed, as Amended.

NOW THEREFORE the Master Deed, as Amended is further amended effective upon the recording of this executed Second Amendment as set forth in this Second Amendment respects:

"Master Deed" page two (2), paragraph one (1), line four (4) is amended as follows: **Delete the words "leased, rented,"**.

"Master Deed" page two (2), paragraph one (1), line nine (9) is amended as follows: **Delete the words "and Lessees"**.

"Master Deed" pages six (6) and seven (7), Section V, Subsection 5.1 is amended as follows: **Delete the words "In the event the owner of any Unit leases his Unit to another party, the owner may file but is not required to file a consent with the Council of Co-Owners designating such lessee to be substituted in his place as a member"**.

"Master Deed" page ten (10), Section VII, Subsection 7.3, line five (5) is amended as follows: **Delete the words "reasonable rental" and replace these words with the words "Reasonable Foreclosure Fees"**.

"Master Deed" page ten (10), Section VII, Subsection 7.3, line ten (10) is amended as follows: **Delete the word "lease"**.

"Master Deed" page twelve (12), Subsection XI

- Subsection 11.2, line one (1) is amended as follows: **Delete the word "lessees"**.
- Subsection 11.3, line three (3) is amended as follows: **Delete the word "lease"**.

- Subsection 11.3, line seven (7) is amended as follows: **Delete the word “lessee”**.
- Subsection 11.3, line nine (9) is amended as follows: **Delete the words “or lease”**.

“Master Deed” page thirteen (13), Section XI

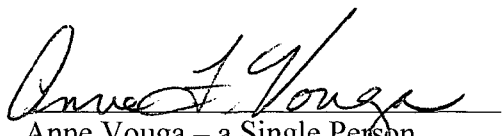
- Subsection 11.3, line two (2) is amended as follows: **Delete the word “lease”**.
- Subsection 11.4, line four (4) is amended as follows: **Delete the word “leased”**.


Each Unit and the Common Elements, and the Limited Common Elements shall be subject to the following additional restrictions, which restrictions shall be permanent and the “Master Deed” page 13 (13) shall be amended by the insertion of Subsection 11.5 which shall provide as follows:

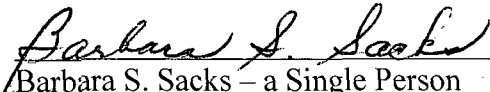
“11.5 Each Unit shall be subject to the following –

- The Unit shall be used only for single family residential purposes and shall not be subdivided.
- Except for those Units currently subject to a lease, no Unit shall be leased, subleased or rented and shall not be occupied by a tenant or other person who pays rent to the Unit Owner unless prior to June 20, 2013 the Unit Owner held title to the Unit and the Unit was then used for rental purposes; provided however, that the prohibition contained herein shall apply to such Unit on the later of either (i) the date of any deed conveying the Unit or (ii) the date the lease, sublease or tenancy in effect prior to the conveyance thereof. The Unit shall be subject to such other limitations and conditions as may be contained herein, or in the Bylaws of the Council of Co-Owners or any rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units, the Common Elements and the Limited Common Elements.
- Notwithstanding, anything contained in this Subsection to the contrary, in the event of enforcement of a mortgage either by foreclosure or otherwise and the mortgagee becomes the owner of the Unit, the Unit may be rented or leased by the mortgagee or its assignee, only if the Unit is being actively and publicly being marketed for sale.

This Second Amendment to Master Deed and Declaration may be executed in counterparts, each of which will be deemed an original document, but all of which taken together will constitute an amendment to Master Deed and Declaration. Adopted by signatures of at least 60% of the Unit Owners, whose signatures appear below.

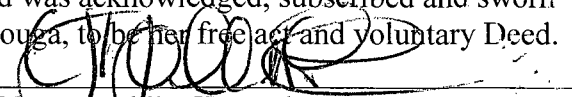

 Anne Vouga – a Single Person
 3836 Washington Square, Unit **15** **AFV**
 Louisville, Kentucky 40207


L. J. Hollenbach, III – a Single Person
3834 Washington Square, Unit 4
Louisville, Kentucky 40207


Barbara S. Sacks – a Single Person
3838 Washington Square, Unit 3A
Louisville, Kentucky 40207

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

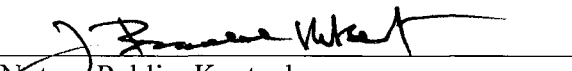
The foregoing Second Amended Master Deed was acknowledged, subscribed and sworn to before me this 20 day of June, 2013 by Anne Vouga, to be her free act and voluntary Deed.


Notary Public, Kentucky

My Commission Expires: 18 JUNE 2016

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

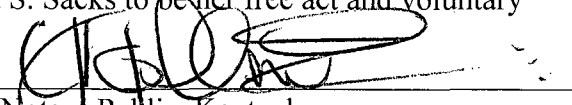
The foregoing Second Amended Master Deed was acknowledged, subscribed and sworn to before me this 20 day of June, 2013 by L. J. Hollenbach, III, to be his free act and voluntary Deed.


Notary Public, Kentucky

My Commission Expires: July 25, 2016

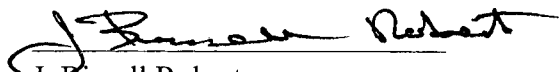
COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing Second Amended Master Deed was acknowledged, subscribed and sworn to before me this 20 day of June, 2013 by Barbara S. Sacks to be her free act and voluntary Deed.


Notary Public, Kentucky

My Commission Expires: 18 JUNE 2016

This Instrument prepared by:



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Document No.: DN2013134793
Lodged By: bardenwerper talbott
Recorded On: 07/22/2013 10:46:44
Total Fees: 16.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: JOLCAR

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