

THIRD AMENDMENT TO MASTER DEED
AND
DECLARATION
OF
CONDOMINIUM PROPERTY REGIME OF
SURREY PLACE CONDOMINIUMS

THE LOUIS PARTNERSHIP, INC., a corporation organized and existing under the laws of the Commonwealth of Kentucky, (hereinafter called "the Developer"), does this 23rd day of March, 1987, file this Third Amendment to the Master Deed and Declaration of Condominium Property Regime of Surrey Place Condominiums, said Master Deed being dated July 7, 1982, and recorded in Deed Book 5298, Page 21, and as shown on the plans of same recorded in Apartment Ownership Book 29, Pages 10-11, inclusive; amended by the First Amendment to said Master Deed dated October 16, 1985, recorded in Deed Book 5534, Page 276, and as shown on the plans of same recorded in Apartment Ownership Book 34, Page 25; and as further amended by the Second Amendment to said Master Deed dated September 30, 1986, of record in Deed Book 5624, Page 253, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky. This 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 Surrey Place Condominiums as 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 of Condominium Property Regime of Surrey Place Condominiums is hereby amended to reflect the recording of a revised site plan and revised floor plan for the inclusion within the regime of Unit #9 as described herein, said revised plans being dated February 25, 1987, and of record in Apartment Ownership Book 37, Pages 24-25, inclusive, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

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

2.1 The Regime shall consist of five townhouse units in Building A, one townhouse unit in Building B, referred to as Unit #6, and one townhouse unit in Building C, referred to on the aforesaid site plan as Unit #9, and followed by no more than five additional units in one or more other buildings which will be created, added, and subjected to the Regime by addendum or amendment by the filing of its plans together with common elements or limited common elements appurtenant thereto. Developer further reserves the right from time to time to amend the Master Deed to the extent of adding such additional units and common elements and once added the additional units shall have the same rights and privileges as appear herein.

The total floor area within the Regime including basements shall not exceed 40,400 square feet. The aggregate floor area including basements of Units 1 through 5 is 16,879 square feet, the aggregate floor area including basement of Unit #6 is 3,180.67 square feet, and the aggregate floor area including the basement of Unit #9 is 3,913.34 square feet, so that 16,426.99 square feet is the maximum contemplated unbuilt floor area of the regime as of the date of this amendment.

3. Paragraph 3.1 of Article III of said Master Deed and Declaration of Condominium Regime of Surrey Place Condominiums is amended to read as follows:

3.1 Units. Twelve separately designated townhouse 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. Units 1 through 6, inclusive, and Unit #9 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 5 shall also include the bay window protrusion on the South side of each unit. Unit #6 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 plan

as applicable to said units. Unit #9 shall include the bay window protrusions on the North and South sides of said unit as well as the protrusion on the East side of said unit as reflected by the aforesaid revised site plan and floor plans applicable to said unit.

Units 1 through 6 and Unit #9 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 and elevators (if appropriate) located therein.

4. Paragraph 3.3 of Article III of said Master Deed and Declaration of Condominium Property Regime of Surrey Place Condominiums is amended to include, by way of addition and not substitution, paragraph 3.3(g), which shall read as follows:

(g) That area immediately adjacent to Unit #9 as reflected by the boundary of Limited Common Elements of Unit #9 as shown on Revision No. 2 to Surrey Place Horizontal Property Regime, being the amended site plan referred to in paragraph 1 of this amendment, including the brick walls, fence or other partitions or separation of Unit #9 from the other units or common elements of the Regime. The maintenance of this Limited Common Element or repair of damage to same shall be the responsibility of the owner of Unit #9, and it shall include any and all structures or additions hereinafter constructed on said Limited Common Element adjacent to Unit #9 by the unit owner with the approval of the counsel of owners as hereinafter required, as well as the attic area above said Unit #9 and the skylight (if appropriate) above Unit #9.

5. Paragraph 4.1 of Article IV of said Master Deed is amended to read as follows:

4.1 Ownership of Units 1 through 6 inclusive, and Unit #9 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 thereto in the percentages set forth opposite each said unit:

<u>UNIT</u>	<u>PERCENTAGE</u>
Unit 1	14.08%
Unit 2	14.08%
Unit 3	14.08%
Unit 4	14.08%
Unit 5	14.08%
Unit 6	13.28%
Unit 9	<u>16.32%</u>

PERCENTAGE TOTAL: 100%

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

"DEVELOPER"

LOUIS PARTNERSHIP, INC.

BY: *[Signature]*
HUNTER G. LOUIS
Vice-President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing Third Amendment to Master Deed and Declaration of Condominium Property Regime of Surrey Place Condominiums 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 23rd day of March, 1987.

My commission expires: October 9, 1987
[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

THIS INSTRUMENT PREPARED BY:

[Signature]
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JIM "POP" MALONE J.C.C.
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