

FIRST AMENDMENT TO MASTER DEED
HORIZONTAL PROPERTY LAW OF KENTUCKY
FOR
CASA GRANDE OF THIEMAN LANE
CONDOMINIUM APARTMENTS

BY THIS DECLARATION AND FIRST AMENDMENT TO MASTER DEED, HORIZONTAL PROPERTY LAW OF KENTUCKY FOR CASA GRANDE OF THIEMAN LANE CONDOMINIUM APARTMENTS (First Amendment to Master Deed), made and entered into this 6th day of May, 1986. Casa Grande of Thierman Lane Apartments, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Kentucky, (also known as "Casa Grande of Thierman Lane, Inc.", and referred to in the "MASTER DEED, HORIZONTAL PROPERTY LAW OF KENTUCKY, CASA GRANDE OF THIEMAN LANE CONDOMINIUM" as "Association"), (hereinafter "Association"), all the members of the Board of Directors of the Association, and certain owners of apartments (units) of the said Condominium Project constituting no less than seventy-five (75%) per cent thereof, hereby amend the "Master Deed" created by a Declaration on the 10th day of September, 1969, by Delcrest Design & Construction Co., a Kentucky corporation, of record in Deed Book 4304, Page 106, in the Office of the Clerk of the Jefferson County Court, Jefferson County, Kentucky.

WITNESSETH:

WHEREAS, the Association desires to amend Paragraph 11, Subsection (g)(ii) of the Master Deed pertaining to the duty of the Association to provide certain insurance coverages,

NOW, THEREFORE, the Board of Directors of the Association, the Association, and the said apartment owners hereby declare as follows:

Paragraph 11, (g)(ii), of the Master Deed is hereby amended so as amended the same shall provide:

"(11) Association; By-Laws.

(g) The Board shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent, or other personnel above provided for, the following:

(1) a policy or policies of insurance insuring the common elements, general common elements, and limited common elements of the Condominium Project against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement costs thereof. It is intended hereby that the Board shall provide such insurance for the elements of the Condominium Project in which the unit owners have any interests in common. The Board shall not have a duty to provide insurance coverage for the interests of co-owners in their respective apartments (units) as the term unit is described in KRS 381.810(1).

The apartment owners shall obtain coverage at their own expense upon their apartment interiors and individual property, including, but not limited to fixtures, improvements, betterments, and contents. It is intended hereby that it shall be the obligation of the apartment owners to insure their entire interests in their respective apartments (units) as said term is defined in KRS 381.810(1) and contents thereof, excluding from such obligation the obligation of the Association to procure the insurance set out above. In addition, the apartment owners shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others resulting from the negligence for which the apartment owners may be liable, in such minimum amounts as shall be determined by the Board from time to time.

Nothing contained herein shall confer any right or operate for the benefit of any person, firm, or corporation other than the Association and apartment owners."

Except as hereinabove specifically amended, Paragraph 11 of the Master Deed and the Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the Association by its duly authorized officers, Herman Wasserman, its President, and Dorothy Tonini, its Secretary, and Herman Wasserman, Dorothy Tonini, Charles Tidwell, Louise Dreisbach, Fred Cecil, Catherine Dean, and Barbara Hartwell, being all its Directors, and the apartment owners who have subscribed their names hereto constituting no less than seventy-five (75%) per cent of all owners of apartments (units) of said Condominium Project have caused this "First Amendment to Master Deed" to

be executed, all done at Louisville, Kentucky, on the day, month, and year first above written.

CASA GRANDE OF THERMAN LANE, INC.

By: Herman Wasserman
Herman Wasserman, President

By: Dorothy M. Tomini
Dorothy Tomini, Secretary

Herman Wasserman
Herman Wasserman, Director

Dorothy M. Tomini
Dorothy Tomini, Director

Charles Tidwell
Charles Tidwell, Director

Louise Dreisbach
Louise Dreisbach, Director

Fred Cecil
Fred Cecil, Director

Catherine Dean
Catherine Dean, Director

Barbara Hartwell
Barbara Hartwell, Director

Unit 1A:

(Unmarried)

Unit 1B:
Madysa K. Baedeker
(Unmarried)

Unit 1C:
Merlene E. Rose
(Unmarried)

Unit 1D:
Barbara Hartwell

Unit 1E:

Katherine H. Jones
(Unmarried)

Unit 1F:

Catherine M. Dean
(Unmarried)

Unit 1G:

Mary Mueller
Robert V. Mueller

Unit 1H:

Beryl Sulman
(Unmarried)

Unit 2A:

Loretta M. Tomine
(Unmarried)

Unit 2B:

(Unmarried)

Unit 2C:

Melva L. Mason
JR Mason

Unit 2D:

Edwina J. Monroe
(Unmarried)

Unit 2E:

Sue S. Lyons
(Unmarried)

Unit 2F:

Kathryn Hilton Kutz

Unit 2G:

Leola M. Peak
Leola M. Peak

Unit 2H:

Unit 2I: Mary Alice Deveraux
was Mary Alice Fields
(Unmarried)

Unit 2J: Alma M. Ashbridge
Alma M. Ashbridge
(Unmarried)

Unit 3A: John Courtney Meyer
(Unmarried)

Unit 3B: Charles R. Tidwell
Genevieve Tidwell

Unit 3C: Mrs. D. Pauline Page
(Unmarried)

Unit 3D: Bessie Wasserman
Bessie Wasserman

Unit 3E: Jack Carl
James Cecil
Carrie R. Sweloug

Unit 3F: John Carl
(Unmarried)

Unit 3G:

Dorothy A. Melick
(Unmarried)

Unit 3H:

Louise Dreisbach
(Unmarried)

Unit 3I:

Thomas L. Rickett
Sara D. Rickett

Unit 3J:

Lela B. McHatten
(Unmarried)
(now known as Lela C. Worst)
Apartment (Unit) Owners
Joseph C. Worst

STATE OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that Herman Wasserman and Dorothy Tonini, President and Secretary, respectively, of Casa Grande of Thierman Lane, Inc., and Herman Wasserman, Dorothy Tonini, Charles Tidwell, Louise Dreisbach, Fred Cecil, Catherine Dean, and ~~Barbara Hartwell~~ Directors of said Corporation, all personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary and as Directors, respectively, of Casa Grande of Thierman Lane, Inc., appeared before me this day in person and acknowledged and signed and delivered the foregoing instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said Corporation.

WITNESS MY HAND this 5th day of May, 1986.

My Commission expires: 2-28-89

State of Kentucky)ss.
County of Jefferson)

Isabelle H. Moore
NOTARY PUBLIC

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that Barbara Hartwell a Director of said Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Director of Casa Grande of Thierman Lane, Inc., appeared before me this day in person and acknowledged and signed and delivered the foregoing instrument as her own free & voluntary act & deed and as the free and voluntary act & deed of said Corporation.

Witness my hand this
6th day of May, 1986.

My Commission expires 2-28-89

Isabelle H. Moore
Notary Public

STATE OF KENTUCKY)
)SS
 COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this day the foregoing instrument was produced to me ~~in my office~~ in said State and County by the following persons, parties thereto:

Gladys R. Boedeker (Unmarried)
Martha C. Rose (Unmarried)
Katherine G. Ayers (Unmarried)
Catherine M. Deas (Unmarried)
Gilbert V. Mueller and Mary Mueller, his wife
Beryl Hulman (Unmarried)
Dorothy M. Lonni (Unmarried)
J. R. Mason and Melva L. Mason, his wife
Ethel S. Monroe (Unmarried)
Sue S. Lyons (Unmarried)
Kathryn Hilton Kurty
Leola M. Peate
Ernest K. Fobey
Mary Alice Swanson (formerly Mary Alice Fields)
Alma M. Ashbudge
John Courtney Meyer (Unmarried)
Charles R. Sedwell and Lucille Sedwell, his wife.
F. Pauline Page
Herman Wasserman and Blanche Wasserman, his wife.
Fred Cecil and Hazel Cecil, his wife.
Carrie R. Furlong.
Dorothy H. Neblett (Unmarried)
Louise Dreisbach (Unmarried)
Leola B. McHatton (now known as Leola C. Dorst)
Joseph C. Dorst

and was acknowledged before me by them and each of them to be their respective free acts and deeds.

WITNESS MY HAND this 5th day of May, 1986.

My Commission expires: 2-28-89.

Dorolene H. Moore
NOTARY PUBLIC

The foregoing instrument was prepared by:

Irwin G. Waterman
IRWIN G. WATERMAN
& JOHNSON
600 Marion E. Taylor Building
Louisville, KY 40202
(502) 589-3200

LOGGED BY Malone
AND RECORDED
1986 MAY 29 PM 12:30
PAID \$ 18.00
J.M. MALONE J.C.C.
Malone

39027

State of Kentucky) ss.
County of Jefferson)

I the undersigned, a Notary Public within and for the State & County aforesaid, do hereby certify that the foregoing instrument was produced to me by Warren S. Hartwell and Barbara Hartwell, his wife, parties thereto, personally known to me, and was acknowledged before me by them and each of them to be their respective free acts and deeds.

Witness my hand this 6th day of May, 1986.

My Commission expires 2-28-89

Dorolene H. Moore
Notary Public

State of Kentucky) ss.
County of Jefferson)

I the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was produced to me by Elmer G. Rich and Sara B. Richert, his wife, parties thereto, personally known to me, and was acknowledged before me by them and each of them to be their respective free and voluntary acts and deeds.

Witness my hand this 6th day of May, 1986.

Dorolene H. Moore
Notary Public

END OF INSTRUMENT