

**THIRD AMENDMENT TO
FIRST AMENDED AND RESTATED MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF
WOODRIDGE LAKE PATIO HOMES – A CONDOMINIUM**

RENAISSANCE/DEERING ROAD, LLC, a Kentucky limited liability company, and **RENAISSANCE HOMES LLC**, a Kentucky limited liability company (hereinafter referred to collectively as the "Developer"), declares this as its Third Amendment to the First Amended and Restated Master Deed and Declaration of Condominium Property Regime of Woodridge Lake Patio Homes – A Condominium, recorded April 21, 2003, in Deed Book 8118, Page 871, as amended by First Amendment to First Amended and Restated Master Deed of Woodridge Lake Patio Homes - A Condominium, of record in Deed Book 8312, Page 022, as further amended by Second Amendment to First Amended and Restated Master Deed of Woodridge Lake Patio Homes – A Condominium, of record in Deed Book 8381, Page 760, and as further amended by Amended and Restated Second Amendment to First Amended and Restated Master Deed of Woodridge Lake Patio Homes – A Condominium, of record in Deed Book 8432, Page 339, all in the office of the Clerk of Jefferson County, Kentucky (the "Master Deed").

RECITALS

A. Under Section X of the Master Deed the Developer, with the consent of any Eligible Mortgage or Eligible Insurer (as defined in the Master Deed) who has provided written request to the Council of Co-Owners pursuant to Section BB of the Master Deed, but without the consent of any other owner of a Unit or other interest holder in any Unit, may expand the Regime to include other property. The Council of the Co-Owners has received no written requests from any Eligible Mortgage or Eligible Insurer.

B. Under Section W of the Master Deed the Developer, without the consent of any other owner of a Unit or other interest holder in any Unit, may amend the Master Deed to record floor plans of Units, when completed, in accordance with KRS 381.830(1)(b), KRS 381.835(5) and Sections B and C of the Master Deed.

C. Developer enters into this Second Amendment so as to record the floor plans for Buildings 9 and 10 of the Regime (Units 11301, 11303, 11305, 11307, 11309, 11311, 11313 and 11315).

THEREFORE, Developer amends the Master Deed as follows:

1. **Expansion of Regime.** Pursuant to Section X of the Master Deed, Developer hereby elects to expand the Regime to include the following described property (the "Expansion Property"):

BEING Tract 1 as shown on the Minor Subdivision Plat approved by the Louisville and Jefferson County Planning Commission on March 20, 2003, Docket No. 056-03 of record in Deed Book 8118, Page 907, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated July 30, 1999, of record in Deed Book 7291, Page 685, and by Deed dated October 29, 2003, of record in Deed Book 8287, Page 106, in the office of the Clerk of Jefferson County, Kentucky.

From and after the date hereof the terms "Regime" and "Property" as used in the Master Deed shall be deemed to include the Expansion Property, all of which shall be deemed to be part of "Woodridge Lake Patio Homes – A Condominium." A consolidated description of the "Property" subject to the "Regime", which includes the Expansion Property, is set forth on **EXHIBIT A** attached hereto and made a part hereof.

2. **Completed Units.** The completed Units and Common Elements for Buildings 9 and 10 are shown or designated on the Plans, recorded in the office of the Clerk of Jefferson County, Kentucky in Condominium Ownership Book 100, Pages 84 and 85, recorded herewith, as amended from time to time as construction of additional Units of the Regime are completed, which plans and further amended plans are incorporated herein by reference.

Each Unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and common expenses of the Regime; and shall have this percentage interest for all purposes except voting. The undivided percentage of common interest for each Unit is shown on **EXHIBIT B** attached hereto and made a part hereof.

Recognizing that the square footage of Units may be altered as completion of Units progresses, Developer hereby further reserves the exclusive right to amend **EXHIBIT B** to the Master Deed to show any further alteration and square footage of a particular Unit; and as a result thereof and in compliance with the Kentucky Horizontal Property Law, adjust the percentage of common interest of all Units so that each Unit's percentage is based on its actual square footage as relates to the total square footage of all Units of the Regime as built.

3. **Ratification.** In all other respects, Developer ratifies and affirms all of the covenants, conditions and restrictions contained in the Master Deed.

WITNESS the signature of Developer as of January 27, 2005, but actually on the date set forth below.

DEVELOPER:

RENAISSANCE HOMES LLC
a Kentucky limited liability company

RENAISSANCE/DEERING ROAD, LLC
a Kentucky limited liability company

By: **DKCD, INC.,**
a Kentucky limited liability company

By: **DKCD, INC.,**
a Kentucky limited liability company

By *William O. Fischer*
William O. Fischer

By *William O. Fischer*
William O. Fischer

Title: Vice-President

Title: Vice-President

Date: 1-27, 2005

Date: 1-27, 2005

STATE OF KENTUCKY)
 (
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on 1/27, 2005; by William O. Fischer, Vice-President of DKCD, Inc., a Kentucky corporation, Manager of Renaissance/Deering Road, LLC, a Kentucky limited liability company, on behalf of the company.

Christie L. Vee
Notary Public

My commission expires: 4/15/06

STATE OF KENTUCKY)
(
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on 1/27, 2005,
by William O. Fischer, Vice-President of DKCD, Inc., a Kentucky corporation, Manager of
Renaissance Homes LLC, a Kentucky limited liability company, on behalf of the company.

Christi L. Vee
Notary Public

My commission expires: 4/15/06

This instrument prepared by:
Timothy W. Martin
Frost Brown Todd LLC
400 West Market Street, Suite 3200
Louisville, Kentucky 40202-3363

Timothy W Martin

EXHIBIT A

BEGINNING at a point along the north right of way line of I-265 (Gene Snyder Freeway) being the same point as the Southwest property corner of said parcel; thence North 8 degrees 23 minutes 48 seconds West a distance of 165.72 feet to a point along the East right of way line of Woodridge Drive; thence North 32 degrees 57 minutes 18 seconds East a distance of 97.32 feet to a point along said right of way line; thence North 57 degrees 0 minutes 57 seconds West a distance of 85.70 feet to a point along said right of way line; thence North 5 degrees 10 minutes 28 seconds West a distance of 366.54 feet to a point along said right of way line; thence North 2 degrees 10 minutes 58 seconds East a distance of 36.08 feet to a point along said right of way line; thence South 87 degrees 49 minutes 2 seconds East a distance of 10.00 feet to a point along said right of way line; thence North 2 degrees 10 minutes 58 seconds East a distance of 0.75 feet to a point along said right of way line; thence along a curve to the Right, having a radius of 25.00 feet, whose long chord has a bearing of North 44 degrees 45 minutes 8 seconds East a distance of 33.82 feet to a point along the South right of way line of Woodridge Lake Blvd.; thence along a curve to the Left, having a radius of 500.00 feet, whose long chord has a bearing of North 83 degrees 45 minutes 04 seconds East a distance of 62.28 feet to a point along said right of way; thence along a curve to the Right, having a radius of 160.00 feet whose long chord has a bearing of South 82 degrees 30 minutes 23 seconds East a distance of 95.23 feet to a point along said right of way; thence South 65 degrees 11 minutes 35 seconds East a distance of 79.35 feet to a point along said right of way; thence South 65 degrees 11 minutes 35 seconds East a distance of 267.74 feet to a point along said right of way; thence along a curve to the Left, having a radius of 759.37 feet whose long chord has a bearing of South 68 degrees 15 minutes 30 seconds East a distance of 81.22 feet to a point along said right of way; thence along a curve to the Right, having a radius of 25.00 feet whose long chord has a bearing of South 43 degrees 59 minutes 01 seconds East a distance of 22.96 feet to a point along said right of way; thence along a curve to the Left, having a radius of 100.00 feet whose long chord has a bearing of South 61 degrees 13 minutes 28 seconds East a distance of 140.38 feet to a point along said right of way; thence leaving said right a way South 13 degrees 13 minutes 47 seconds East a distance of 72.48 feet to a point; thence South 05 degrees 36 minutes 52 seconds West a distance of 68.23 feet to a point; thence South 54 degrees 27 minutes 23 seconds East a distance of 255.68 feet to a point; thence South 34 degrees 23 minutes 42 seconds West a distance of 156.89 feet to a point; thence South 26 degrees 4 minutes 52 seconds East a distance of 175.37 feet to a point along the North right of way of I-265 (Gene Snyder Freeway) being the same point as the Southeast property corner of said property; thence along a curve to the Right, having a radius of 5,544.58 feet whose long chord has a bearing of North 82 degrees 59 minutes 11 seconds West a distance of 318.84 feet to a point along said right of way; thence along a curve to the Right, having a radius of 5,544.58 feet whose long chord has a bearing of North 80 degrees 3 minute 3 seconds West a distance 249.25 feet to a point along said right of way; thence North 89 degrees 7 minutes 57 seconds West a distance of 130.32 feet to a point along said right of way; thence along a curve to the Right, having a radius of 5,569.58 feet whose long chord has a bearing of North 76 degrees 36 minutes 6 seconds West a distance 163.11 feet to the point of beginning.

Said described parcel contains 518,395.54 square feet (11.90 acres) more or less.

EXHIBIT B**Undivided Percentage of Common Interest for Each Unit**

<u>Unit #</u>	<u>Square Footage of Unit</u>	<u>Percentage of Common Interest</u>
Unit 11300, Building 1	1762	2.413 %
Unit 11302, Building 1	1755	2.404 %
Unit 11421, Building 1	1755	2.404 %
Unit 11423, Building 1	1755	2.404 %
Unit 11413, Building 2	1859	2.547 %
Unit 11415, Building 2	1855	2.541 %
Unit 11417, Building 2	1863	2.552 %
Unit 11419, Building 2	1860	2.548 %
Unit 11405, Building 3	1773	2.429 %
Unit 11407, Building 3	1777	2.434 %
Unit 11409, Building 3	1777	2.434 %
Unit 11411, Building 3	1775	2.432 %
Unit 11401, Building 4	1891	2.591 %
Unit 11403, Building 4	1893	2.593 %
Unit 5301, Building 4	1894	2.595 %
Unit 5303, Building 4	1886	2.584 %
Unit 5200, Building 5	1779	2.397 %
Unit 5202, Building 5	1745	2.391 %
Unit 5204, Building 5	1781	2.440 %
Unit 5206, Building 5	1775	2.432 %
Unit 5215, Building 6	1899	2.602 %
Unit 5217, Building 6	1897	2.599 %
Unit 5304, Building 6	1901	2.604 %
Unit 5306, Building 6	1897	2.599 %
Unit 11330, Building 7	1777	2.434 %
Unit 11332, Building 7	1777	2.434 %
Unit 11406, Building 7	1775	2.432 %
Unit 11408, Building 7	1774	2.430 %
Unit 11320, Building 8	1902	2.606 %
Unit 11322, Building 8	1903	2.607 %
Unit 11418, Building 8	1903	2.607 %
Unit 11420, Building 8	1903	2.607 %
Unit 11301, Building 9	1728	2.367 %
Unit 11303, Building 9	1746	2.392 %
Unit 11305, Building 9	1774	2.430 %
Unit 11307, Building 9	1761	2.412 %

Unit 11309, Building 10	1856	2.543 %
Unit 11311, Building 10	1872	2.565 %
Unit 11313, Building 10	1879	2.574 %
Unit 11315, Building 10	1862	2.551 %
TOTALS	72,996	100.00%

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Recorded In Condo Book
 No. 106 Page 8485
 Part No. 1961

Document No.: DN2005014519
 Lodged By: frost brown todd
 Recorded On: 01/28/2005 09:47:30
 Total Fees: 20.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: CARHAR

END OF DOCUMENT