

**FIFTH 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 Fifth 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, 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, and as further amended by Third Amendment to First Amended and Restated Master Deed of Woodridge Lake Patio Homes - A Condominium, of record in Deed Book 8563, Page 415, and as further amended by Fourth Amendment to First Amended and Restated Master Deed of Woodridge Lake Patio Homes - A Condominium, of record in Deed Book 8567, Page 453, all in the office of the Clerk of Jefferson County, Kentucky (the "Master Deed").

RECITALS

A. 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.

B. Developer enters into this Fifth Amendment so as to record the floor plans for Buildings 13, 14 and 15 of the Regime (Units 11333, 11335, 5208, 5210, 5212, 5214, 5216, 5218, 5220, 5222, 5224, and 5226).

THEREFORE, Developer amends the Master Deed as follows:

1. **Completed Units.** The completed Units and Common Elements for Buildings 13, 14 and 15 are shown or designated on the Plans, recorded in the office of the Clerk of Jefferson County, Kentucky in Condominium Ownership Book 112, Pages 19 through 22 inclusive, 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 A** 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 A** 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.

2. **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 1/19, 2006, 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

By 
William O. Fischer

Title: Vice-President

Title: Vice-President

Date: 1/19, 2006

Date: 1/19, 2006

STATE OF KENTUCKY)
(
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on 1/19, 2006, 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: 4/15/2006

STATE OF KENTUCKY)
(
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on 1/19, 2006, 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.

Christie L. Vee

Notary Public

My commission expires: 4/15/2006

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

Timothy W. Martin

Recorded in Condo Book
No. 112 Page 19-22
Part No. 2159

EXHIBIT A

<u>Unit No. and Building No.</u>	<u>Square Footage of Unit</u>	<u>Percentage of Common Interest</u>
Unit 11300, Building 1	1762	1.609%
Unit 11302, Building 1	1755	1.602%
Unit 11421, Building 1	1755	1.602%
Unit 11423, Building 1	1755	1.602%
Unit 11413, Building 2	1859	1.697%
Unit 11415, Building 2	1855	1.694%
Unit 11417, Building 2	1863	1.701%
Unit 11419, Building 2	1860	1.698%
Unit 11405, Building 3	1773	1.619%
Unit 11407, Building 3	1777	1.622%
Unit 11409, Building 3	1777	1.622%
Unit 11411, Building 3	1775	1.621%
Unit 11401, Building 4	1891	1.726%
Unit 11403, Building 4	1893	1.728%
Unit 5301, Building 4	1894	1.729%
Unit 5303, Building 4	1886	1.722%
Unit 5200, Building 5	1779	1.624%
Unit 5202, Building 5	1745	1.593%
Unit 5204, Building 5	1781	1.626%
Unit 5206, Building 5	1775	1.621%
Unit 5215, Building 6	1899	1.734%
Unit 5217, Building 6	1897	1.732%
Unit 5304, Building 6	1901	1.736%
Unit 5306, Building 6	1897	1.732%
Unit 11330, Building 7	1777	1.622%
Unit 11332, Building 7	1777	1.622%
Unit 11406, Building 7	1775	1.621%
Unit 11408, Building 7	1774	1.620%
Unit 11320, Building 8	1902	1.736%
Unit 11322, Building 8	1903	1.737%

Unit 11418, Building 8	1903	1.737%
Unit 11420, Building 8	1903	1.737%
Unit 11301, Building 9	1728	1.578%
Unit 11303, Building 9	1746	1.594%
Unit 11305, Building 9	1774	1.620%
Unit 11307, Building 9	1761	1.608%
Unit 11309, Building 10	1856	1.694%
Unit 11311, Building 10	1872	1.709%
Unit 11313, Building 10	1879	1.715%
Unit 11315, Building 10	1862	1.700%
Unit 11317, Building 11	1813	1.655%
Unit 11319, Building 11	1785	1.630%
Unit 11321, Building 11	1786	1.631%
Unit 11323, Building 11	1813	1.655%
Unit 11325, Building 12	1869	1.706%
Unit 11327, Building 12	1823	1.664%
Unit 11329, Building 12	1911	1.745%
Unit 11331, Building 12	1926	1.758%
Unit 11333, Building 13	1832	1.673%
Unit 11335, Building 13	1779	1.624%
Unit 5224, Building 13	1797	1.641%
Unit 5226, Building 13	1781	1.626%
Unit 5216, Building 14	1918	1.751%
Unit 5218, Building 14	1838	1.678%
Unit 5220, Building 14	1859	1.697%
Unit 5222, Building 14	1855	1.694%
Unit 5208, Building 15	1770	1.616%
Unit 5210, Building 15	1800	1.643%
Unit 5212, Building 15	1785	1.630%
Unit 5214, Building 15	1797	1.641%
TOTALS	109,533	100.00%

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