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BOOK 6357 PAGE 168  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME OF  
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Greenhurst Condominium Development

WKB & ASSOCIATES, INC., a Kentucky corporation (hereinafter referred to as the "Developer"), declares this as its plan for ownership in condominium of certain property on Hurstbourne Parkway in Jefferson County, Kentucky, more particularly described on EXHIBIT A attached hereto and made a part hereof as if fully described herein.

BEING part of the same property conveyed to the Developer by deed dated December 16, 1992, of record in Deed Book 6258, Page 913, in the Jefferson County, Kentucky Clerk's Office.

W I T N E S S E T H:

In order to create a Condominium Project consisting of the property described above and improvements thereon (the "Regime"), to be known as GREENHURST CONDOMINIUM DEVELOPMENT, the Developer hereby submits this property and all of the Developer's interest therein to a condominium property regime established under the Condominium Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes ("KRS"). In furtherance thereof, the Developer makes the following declarations regarding divisions, limitations, restrictions, covenants, and conditions, hereby declaring that this property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to this Declaration. The provisions of this Declaration constitute covenants running with the land and are binding on and for the benefit of present and future owners, lessees, and mortgagees of any part of the Regime.

A. Definitions. Certain terms as used in this Declaration shall be defined as follows:

1. "Developer" shall mean and include WKB Associates, Inc. and the institutional holder of the Developer's first mortgage which, by exercising its rights under such first mortgage and if it so elects, shall be deemed to have been assigned the Developer's rights hereunder for the purposes of this Declaration, any amendments thereto, the By-Laws, and any other governing documents.

2. "Counsel of Co-Owners" or "Council" means all of the Unit owners acting as a group in accordance with this Declaration, any amendments thereto, the by-laws, and any other governing documents.

3. "Common Elements" means and includes, as provided in KRS 381.810(7):

- (a) The land in fee simple described herein;
- (b) The foundations, main wall, roofs, and entrances and exits or communication ways;
- (c) The grounds, landscaping, roadways, parking areas, and walkways;
- (d) The compartments and installations for central services;
- (e) All other devices or installations existing for common use; and all other elements of the buildings rationally of common use or necessary to their existence, upkeep, and safety.

4. "Limited Common Elements" means and includes pursuant to KRS 381.810(8), those Common Elements which are agreed upon by all of the Co-Owners to be reserved for the use of a particular Unit or number of Units to the exclusion of other Units such as special corridors, patios, driveways, utilities common to the unit of a particular building and the like.

5. "Unit" or "Condominium Unit" means the enclosed space in a building having direct access to the Common Elements. The location and extent of each Unit are as shown on the plans of the Regime recorded herewith or to be recorded under Section B of this Declaration. Notwithstanding that some of the following might be located in the Common Elements or Limited Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone, window panes, garbage disposal, storm and screen doors and windows, if any, and other equipment located within or connected to said Unit; the maintenance, repair, and replacement of same being the responsibility of the Unit owner.

6. "Common Expenses" means and includes all charges, costs, and expenses incurred by the Council for and in connection with the administration of the Regime including, without limitation thereof, operation of the Regime; maintenance repair, replacement and restoration (to the extent not covered by insurance) of the Common Elements; any additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefore; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability, and other insurance with respect to the Regime; all liabilities incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal, and managerial expenses. Also, "Common Expenses" shall include the cost of

operation, maintenance, improvement, and replacement of any recreational facilities and equipment, and shall include amounts incurred in replacing or substantially repairing major capital improvements of the Regime including, but not limited to, roof replacement and road, driveway and parking resurfacing. All of the above shall constitute Common Expenses of the Regime for which the Unit owners shall be severally liable for their respective proportionate shares in accordance with their percentage of common interest. A reserve shall be included in the Regime's Common Expense budget for such capital expenditures.

**B. Description of Units.** The Regime is hereby divided in two sections. Section I to consist of One Hundred Twelve (112) Units and Section II to consist of Forty-Four (44) Units, with the owners of each Unit having a common right to share with the other co-owners in the Common Elements of the Regime in accordance with each Unit's percentage of common interest, representing the total square footage of each Unit of the Regime. Section I shall contain Twenty-Eight (28) separate buildings of Four (4) Units each and Section II shall contain Eleven (11) separate buildings of Four (4) Units each, as more particularly described on the Plans recorded herewith. Within the Regime, there shall be:

- \* One-story units each containing approximately 1250 ground square feet, called Plan A
- \* One and one-half story units each containing approximately 1777 square feet, called Plan B.

The Developer reserves the right to terminate the Regime project after completion of Section I and is not obligated to proceed with Section II.

The completed Units and Common Elements are shown or designated in plans, recorded in the office of the County Court Clerk of Jefferson County, Kentucky, in Condominium Ownership Book 40 Pages 2 through 7 File 685 recorded herewith, to be amended from time to time as construction of additional Units in Section I and Section II are completed, which plans and amended plans are incorporated in this Declaration by reference. The Developer reserves the exclusive right to amend this instrument and said plans for the purpose of showing completed Units "as built," without necessity of any Unit owner or other interest holder joining in the amendments; and further reserves the exclusive right to slightly alter the contemplated square footage of Units in order to comply with Kentucky Condominium Statutes relating to percentage ownership based on square footage of a Unit.

**C. Common Interest.** 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 in EXHIBIT B attached hereto and made a part hereof by reference.

Recognizing that the square footage of unbuilt Units may be altered as completion of Units progresses (as authorized in Section B above), Developer hereby reserves the right to amend EXHIBIT B to show any alteration in square footage of a particular Unit; and as a result thereof and in compliance with Kentucky Condominium Statutes, adjust the percentage of common interest of all Units so that each Unit's percentage is based on its actual square footage as related to the total square footage of all Units of the Regime as built.

D. Basements (including Parking Spaces). The Units and Common Elements shall have and be subject to the following easements:

1. An easement for any maintenance, repair or replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit which facilities are utilized for or serve more than that Unit, said facilities being a part of the Common Elements.

2. An easement for ingress and egress for the maintenance, repair, and replacement of any load bearing wall located within a Unit.

3. If any part of the Common Elements encroaches upon any Unit or Limited Common Element, a valid easement for such encroachment, the maintenance, repair or replacement thereof, so long as it continues, shall and does exist. If in the event any building of this Regime shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to reconstruction shall be permitted, and valid easement for such encroachments and of maintenance, repair, and replacement thereof shall exist.

4. An easement for ingress and egress and maintenance in favor of any public utility providing utility service to the Regime and the Units therein for the purpose of maintenance, repair or replacement of the facilities and equipment necessary to provide said service. The utility shall exercise this right in a reasonable manner.

5. An easement in favor of the Council of Co-Owner's exercisable by the Board of Administration and its agents, to enter any Unit and any Limited Common Element from time to time during reasonable hours, as may be necessary for the operation of the Regime (including the right to inspect Common Elements), or in the event of emergency for necessary action to prevent damage to any part of the Regime.

6. Existing easements of record affecting the Regime property.

7. In addition, Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter located on the Regime without necessity of authority from any Unit owner, except where such Unit is directly affected.

8. Any parking area or other paved portion of the Regime allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit; provided that garage areas and driveways shall be Limited Common Elements to designated Units, and those Unit owners shall have easements for ingress and egress over necessary portions of the driveway adjacent to the garage.

E. Alteration and Transfer of Interests. The Common Elements (Limited and General) and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Unit owner affected (except where such authority is retained by the Developer), expressed in a recorded amendment to this Declaration. The Common Elements and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Unit even though such elements or easement are not expressly mentioned or described in the conveyance or other instrument.

F. Partition. The Common Elements, including Limited Common Elements, shall remain undivided and shall not be the object of any action for partition or division of any part thereof except as provided by the Condominium Property Law of Kentucky.

G. Restrictions. The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. The Unit shall be used only for residential purposes, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the By-Laws of the Council of Co-owners, or any Regime 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 and the Limited and General Common Elements. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Units and Club House as models or sales offices.

2. The number of Units owned by one person or organization, for the purpose of rental, may be limited by the Board of Administration.

3. Violation of this Declaration, the By-Laws or any rules of the Regime adopted by the Board of Administration, may be

remedied by the Board, or its agents, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief.

H. Council of Co-Owners. The administration of the Regime shall be vested in its Council of Co-owners, consisting of all the Unit owners of the Regime in accordance with the By-Laws of the Council. The owner of any Unit, upon acquiring title, shall automatically become a member of the Council and shall remain a member until such time as his ownership of such Unit ceases for any reason at which time his membership in the Council shall automatically cease.

The above paragraph notwithstanding, the administration of the Regime, including the adoption and amendment of By-Laws, adoption of Regime rules, assessment of Common Expenses, and all other matters relating to the governing of the Units of the Regime shall be vested in the Developer until 90% of the Units of the Regime have been sold, or until the Developer elects to surrender this power to the Unit owners, or until January 1, 1997, whichever first occurs. Until that time, the Developer shall constitute the Council of Co-owners and the Board of Administration, and shall possess the irrevocable proxy of all Unit owners agreeing to such administration by the Developer.

I. Administration of the Regime. Administration of the Regime, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the By-Laws of the Council, and all Regime rules adopted by the Board of Administration. Specifically, but without limitation, the Council shall:

1. Make, build, maintain, and repair all improvements in the Common Elements which may be required by law to be made, for the use of any part of the Regime.

2. Keep all General Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Regime.

3. Substantially repair, maintain, and keep all Common Elements of the Regime in good order and condition; maintain and keep said land and all adjacent land between any street boundary of the Regime and the established street line in a neat and attractive condition, including keeping all trees, shrubs and grass in good cultivation; replant the same as may be necessary and repair and

make good all defects in the Common Elements of the Regime required in this instrument to be repaired by the Council.

4. Except as may be provided herein, in the By-Laws and Regime rules, keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain, and keep them in good order and condition.

5. Observe any setback lines affecting the Regime as shown on the plans herein mentioned.

J. Board of Administration. Administration of the Regime shall be conducted for the Council by a Board of Administration (the Developer during the period outlined in Section H) who shall be chosen by the Council in accordance with the By-Laws. Said Board shall be authorized to delegate the administration of its duties and powers by written contract to a professional managing agent or administrator employed for the purpose by the Board so long as such contract does not exceed three years in duration and may be cancelled by the Board upon thirty days prior written notice. It shall be the duty of the Board to determine annually, subject to the approval of the Council, the estimated Common Expenses of the Regime for the succeeding twelve months, and, having so determined, to make and collect the assessment monthly or quarterly from each Unit owner. Each Unit owner shall contribute in accordance with his percentage of common interest an assessed amount rounded off to the nearest whole dollar. Where no such determination is formally made for any year, the calculations utilized for the previous twelve months shall remain in effect.

K. Waiver of Use of Common Elements. No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. Unpaid Common Expenses Constitutes Lien. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except: (i) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (ii) the lien of a first mortgage. Such lien may be enforced by suit by the Council or the Board of Administration, its Administrator or agent, acting on behalf of the Council, in like manner as a mortgage of real property, provided that thirty days prior written notice of intention to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such Unit (including any mortgagees) as shown on the Council's records of ownership. The Council shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; and to acquire, hold, lease, mortgage, and convey such Unit. The Council shall also have the power to file suit to recover a money judicial lien enforcement, without waiving the lien securing same.

M. Acquisition at Judicial Sale. Where the mortgagee of a first mortgage of record or other purchaser of any Unit acquires ownership of such Unit as a result of the judicial enforcement of the mortgage, such Unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the judicial sale.

N. Insurance. The Board of Administration shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, in a minimum amount of \$500,000 for each occurrence, and if required by law, Workers' Compensation insurance (hereinafter referred to as "Master Policy"), with respect to the Regime and the Council's administration thereof in accordance with the following provisions.

1. The Master Policy shall be purchased by the Board for the benefit of the Council, the Unit owners, and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the By-Laws (and provisions shall be made for the issuance of appropriate mortgage endorsements to the mortgagees of the Unit owners). The Unit owners shall obtain insurance coverage at their own expense upon their Unit interiors and equipment and personal property including, but not limited to, floor coverings, cabinets, appliances, wall treatments, etc.; and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Unit owner's Unit, or in another Unit in the Regime or upon the Common Elements resulting from the negligence of the insured Unit owner, in such amounts as shall from time to time be determined by the Board of Administration, but in no case less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence. The Board and the Unit owners shall use their best efforts to see that all property and liability insurance carried by a Unit owner or by the Council shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit owners or the Council and the respective employees, agents, and guests of the Unit owners or the Council as the case may be.

2. All buildings, improvements, personal property, and other Common Elements of the Regime shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, or at least eighty percent (80%) thereof, as determined from time to time by the Board. The Council, acting through the Board, may elect to carry insurance to cover such other perils and from time to time shall be similar in construction, location, and use.

3. The Board shall use its best efforts to see that the liability insurance carried by the Council shall contain cross-



liability endorsements or appropriate provisions to cover liability of the Units' owners, individually and as a group (arising out of their ownership interests in the Common Elements), to another Unit owner.

4. All premiums upon insurance purchased by the Council shall be Common Expenses.

5. Proceeds of all insurance policies owned by the Council shall be received by the Board for the use of the Unit owners and their mortgagees as their interests may appear, provided, however, the proceeds of any insurance received by the Board because of property damage shall be applied to repair and reconstruction of the damaged property except as may otherwise be permitted by Section O of this Declaration.

6. Each Unit owner shall be deemed to appoint the Board as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limitation on the generality of the foregoing, the Board, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Council, the Unit owners and their respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit owners and the Regime as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Unit owner for injuries therein, not caused by or connected with the Council's operation, maintenance or use of the Regime.

O. Reconstruction. Where casualty destruction, partial or total, of one or more buildings occurs, arising from events covered by insurance or not, the determination as to reconstruction shall be governed by the Kentucky Condominium Property Law, more particularly Section 381.890 of the Kentucky Revised Statutes, as may be amended or supplemented from time to time. Provided, however, reconstruction shall not be compulsory where two-thirds (2/3) or more of a building is destroyed as determined by the Council of Co-Owners. In the event of such destruction, the Council of Co-Owners shall make adequate provision for reasonable compensation to the Unit Owners who are deprived of their interest as the result of the failure to reconstruct the destroyed building. Upon the happening of such event, the Council of Co-Owners shall immediately cause the Master Deed to be amended to reflect the recalculation and redistribution of common interests among the remaining Unit Owners.

Each Unit Owner shall be deemed to appoint the Board of Administration as his true and lawful attorney-in-fact in connection with all matters pertaining to destruction or liquidation of the project. The Board shall have the authority to represent the Unit Owners in any proceeding, negotiation, settlement or agreement. Any proceeds from the settlement shall be payable to the Council of Co-Owners for the benefit of the Unit Owners and their mortgage holders, if any, as their interests shall appear.

P. Alteration of Project. Restoration or replacement of the Regime (unless resulting from casualty destruction), or construction of any additional buildings (other than those initially contemplated in the Regime), or substantial structural alteration or addition to any building, different in any material respect on the condominium plans of the Regime, shall be undertaken by the Council or any Co-owners only after unanimous approval by the Board of Administration, who shall have the authority to amend this Declaration, with written consent of holders of all liens affecting any of the Units, and in accordance with the complete plans and specifications approved in writing by the Board. Promptly upon completion of such restoration, alteration or replacement, the Board of Administration shall duly record the amendment with a complete set of floor plans of the Regime as so altered, certified as built by a registered architect or engineer.

Q. Maintenance Fund. The Board of Administration shall establish and pay into a Maintenance Fund all Common Expense collections from the Unit owners, assessed for and attributable to current expenses and shall pay from such Fund all current Common Expenses of the Regime.

R. Capital Replacement Fund. The Board of Administration shall establish a Capital Replacement Fund and pay into same from month to month that portion of Common Expense collections from the Unit owners, attributable to the Common Expense budget item for capital replacement reserves (not including recreation facilities reserves). For example, if ten percent (10%) of the Common Expense budget for that particular year is assigned to capital replacement reserves, ten percent (10%) of Common Expense collections shall be paid over to the Capital Replacement Fund. Disbursements from this Fund, other than for investment as hereinafter authorized, shall be made only for replacing, or substantially repairing, major capital improvements of the Regime, or for the repayment of indebtedness incurred under Section T, paragraph 2, of this Declaration, approved by the Board of Administration. Fund balances available for investment may be invested by the Board of Administration in interest-bearing securities, mutual funds, and/or saving accounts, so long as such investment is insured by the United States or insured under a program secured by the full faith and credit of the United States.

S. Additional Common Expense Provisions. In addition to the other provisions of this instrument relating to the Regime's Common Expenses, the following requirements and limitations are applicable:

1. The proportionate interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned, but is deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

2. In the event the Condominium Property Regime herein created shall be terminated or waived, any part of said Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners in their respective proportionate shares.

3. The Developer shall be responsible for the maintenance cost of the Regime, incurred over and above amounts payable to the Maintenance Fund by the Unit Owners, until it transfers control of the Regime as above provided. Thereafter, the Developer shall be liable for assessment for Common Expenses on Units owned by it, of and when occupied.

T. Incurrence and Retirement of Indebtedness. The Council of Co-owners, acting by unanimous vote of the Board of Administration, may borrow money from time to time for the following purposes:

1. To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within six months from anticipated Common Expense income not needed for ongoing operations.

2. To pay cost of reconstruction, major repair, replacement or alteration of the Common Elements incurred under Section O (to the extent not covered by insurance proceeds) and Section P of this Declaration, provided that the repayment of such loan can be amortized over a period of not more than fifteen (15) years and will not require a monthly payment in excess of one/one-hundredth of one percent (.01%) of the total fair market value of all the Units, said fair market value to be determined by use of the values (based upon 100% assessment value) placed on the Units by the Jefferson County Property Valuation Administrator or such other governmental officer as may succeed to his duties as they exist on January 1st of the initial loan year and shall not take into consideration any loss of value arising out of destruction to property being restored from the proceeds of the loan. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Council, acting through its Board of Administration, may pledge, as security thereon, its rights to receive that part of the monthly Common Expenses Income that is necessary to amortize the pay-off of the

loan.

U. Voting and Voting Percentages. The term "majority" or "majority of Unit Owners" used herein or in the By-Laws shall mean more than fifty percent (50%) of the owners of the Units. Where a Unit is jointly owned by one or more persons, the vote for the Unit may be cast by one of the joint owners. Where the joint owners of one Unit cannot agree on a vote, the vote applicable to that Unit shall be divided pursuant to ownership interest. Owners shall be entitled to vote at Council meetings in person or by written proxy.

V. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

1. In the event of any taking of an entire Unit by eminent domain, the owner of such Unit and his mortgagee(s) and other interest holder shall be divested of all interest in the condominium project. In the event that any condemnation award shall become payable to any owner whose Unit is taken by eminent domain, then such award shall be paid by the condemning authority to the owner thereof and his mortgagee(s) as their interests may appear.

2. If there is any taking of any portion of the Regime other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Council. The affirmative vote of more than 75% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners in accordance with their respective percentages of common interest.

3. Each unit shall be deemed to appoint the Board of Administration as his true and lawful attorney-in-fact in connection with all matters pertaining to a taking by eminent domain. The Board shall have the authority to represent the Unit Owners in any proceeding, negotiation, settlement or agreement. Any proceeds from the settlement shall be payable to the Council of Co-Owners for the benefit of the Unit Owners and their mortgage holders, if any, as their interests shall appear.

4. In the event the Regime continues after taking by eminent domain, then the remaining portion of the Regime shall be re-surveyed and the Master Deed amended accordingly by the Board of Administration, and, if any Unit shall have been taken, then the amended Master Deed shall reflect such taking and shall proportionately readjust the percentage of common interest of the remaining Co-owners based upon a total percentage of common interest of 100%.

W. Amendment of Declaration. Except as otherwise provided in this instrument, or in said Condominium Property Law, the

Declaration may be amended by signatures of a majority of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment. Provided, however, the Developer may amend this instrument from time to time, recording amended floor plans of Units, when completed, in accordance with KRS 381.830(1)(b), KRS 381.835 (5), and Section B and C of this Master Deed, without necessity for any Unit owners or other interest holders joining in, said persons agreeing and consenting to such amendments in accepting conveyance of a Unit.

X. Incorporation of Council of Co-owners. The Council of Co-owners may (but is not so required) incorporate itself as a non-stock, non-profit corporation for the administration of the Regime with the membership and voting rights hereinabove established for the Council.

Y. Consent of Mortgage Holder. Joining in this instrument is the holder of a mortgage (Mortgage Book 331, Page 378), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on the \_\_\_\_\_ day of September, 1993, and the signature of National City Bank (formerly First National Bank) by its duly authorized officer on the date indicated above.

DEVELOPER:

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR., Vice-President

MORTGAGEE:

NATIONAL CITY BANK, KENTUCKY

BY: Brian T. McChesney  
BRIAN T. MCCHESNEY, Vice-President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Vice-President of WKB & ASSOCIATES, INC., to be the free and voluntary act and deed of WKB & ASSOCIATES, INC., party thereto.

WITNESS my signature this 14<sup>th</sup> day of September, 1993.

My commission expires: 8-17-95.

  
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by BRIAN T. McCHESNEY as Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 14<sup>th</sup> day of September, 1993.

My commission expires: 8-17-95.

  
NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1406 One Riverfront Plaza, Louisville, Kentucky, 40202.

  
WILLIAM A. BUCKAWAY, JR.

18337

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
1A	1250	1163.23	4.15%	429.23
1B	1777	1641.71	5.86%	427.77
1C	1777	1637.27	5.84%	431.99
1D	1250	1160.15	4.14%	429.19
2A	1250	1156.68	4.13%	431.48
2B	1777	1631.33	5.82%	431.34
2C	1777	1636.91	5.84%	432.41
2D	1250	1154.42	4.12%	433.82
3A	1250	1158.06	4.13%	432.27
3B	1777	1640.66	5.86%	433.08
3C	1777	1639.72	5.85%	433.63
3D	1250	1160.91	4.14%	433.41
4A	1250	1161.53	4.15%	433.86
4B	1777	1643.53	5.87%	435.05
4C	1777	1646.74	5.88%	431.97
4D	1250	1162.88	4.15%	434.11
23A	1250	1162.88	4.15%	435.58
23B	1777	1645.31	5.87%	432.76
23C	1777	1641.60	5.86%	434.65
23D	1250	1166.97	4.17%	430.45
TOTALS:	30270	28012.49	100.00%	8648.05

\* Living areas calculated from inside dimensions per Ky. law.

exhibit

END OF DOCUMENT  
BOOK 6357 PAGE 182

120511  
Document No: 1993120511  
Lodged By: BUCKAWAY JR  
Recorded On: Sep 14, 1993 02:30:47 P.M.  
Total Fees: \$78.50  
County Clerk: Rebecca Jackson  
Deputy Clerk: CHERYL

*Handwritten signature*

FIRST AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT

WKB ASSOCIATES, INC., a Kentucky corporation, hereafter referred to as the "Developer", declares this as its first amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

WITNESSETH:

This is the First Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993, in Deed Book 6357, Page 168, as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, in the office of the Clerk of Jefferson County, Kentucky, and contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 144 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Buildings 5, 6, 7, 8, 9, 10, and 22 as further subdivided into four units each denominated A, B, C, and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.



WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR.  
Vice-President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1994, by William F. Koch, Jr., Vice-President of WKB Associates, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 8-17-95.

William A. Buckaway, Jr.  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

William A. Buckaway, Jr.  
WILLIAM A. BUCKAWAY, JR.  
TILFORD DOBBINS ALEXANDER & BUCKAWAY  
1406 One Riverfront Plaza  
Louisville, Kentucky 40202  
(502) 584-6137  
15549

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
1A	1250	1163.23	1.73%	429.23
1B	1777	1641.71	2.44%	427.77
1C	1777	1637.27	2.43%	431.99
1D	1250	1160.15	1.72%	429.19
2A	1250	1156.68	1.72%	431.48
2B	1777	1631.33	2.42%	431.34
2C	1777	1636.91	2.43%	432.41
2D	1250	1154.42	1.72%	433.82
3A	1250	1158.06	1.72%	432.27
3B	1777	1640.66	2.44%	433.08
3C	1777	1639.72	2.44%	433.63
3D	1250	1160.91	1.73%	433.41
4A	1250	1161.53	1.73%	433.86
4B	1777	1643.53	2.44%	435.05
4C	1777	1646.74	2.45%	431.97
4D	1250	1162.88	1.73%	434.11
5A	1250	1166.96	1.73%	433.86
5B	1777	1643.12	2.44%	435.05
5C	1777	1642.04	2.44%	431.97
5D	1250	1162.78	1.73%	434.11
6A	1250	1160.28	1.72%	433.86
6B	1777	1633.22	2.43%	435.05
6C	1777	1640.75	2.44%	431.97
6D	1250	1156.99	1.72%	434.11
7A	1250	1162.08	1.73%	433.86
7B	1777	1639.73	2.44%	435.05
7C	1777	1642.47	2.44%	431.97
7D	1250	1161.68	1.73%	434.11
8A	1250	1164.95	1.73%	433.86
8B	1777	1639.74	2.44%	435.05
8C	1777	1642.17	2.44%	431.97
8D	1250	1160.96	1.73%	434.11
9A	1250	1163.78	1.73%	433.86
9B	1777	1640.14	2.44%	435.05
9C	1777	1649.07	2.45%	431.97
9D	1250	1163.85	1.73%	434.11
10A	1250	1160.09	1.72%	433.86
10B	1777	1642.95	2.44%	435.05
10C	1777	1641.96	2.44%	431.97
10D	1250	1167.65	1.74%	434.11
22A	1250	1164.44	1.73%	435.58
22B	1777	1642.29	2.44%	432.76
22C	1777	1641.57	2.44%	434.65
22D	1250	1167.21	1.73%	430.45
23A	1250	1162.88	1.73%	435.58
23B	1777	1645.31	2.45%	432.76
23C	1777	1641.60	2.44%	434.65
23D	1250	1166.97	1.73%	430.45
TOTALS:	72648	67277.41	100.00%	20791.43

\* Living areas calculated from inside dimensions per Ky. law.

est/koh

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 48 PAGE 44-52  
FILE NO. 702

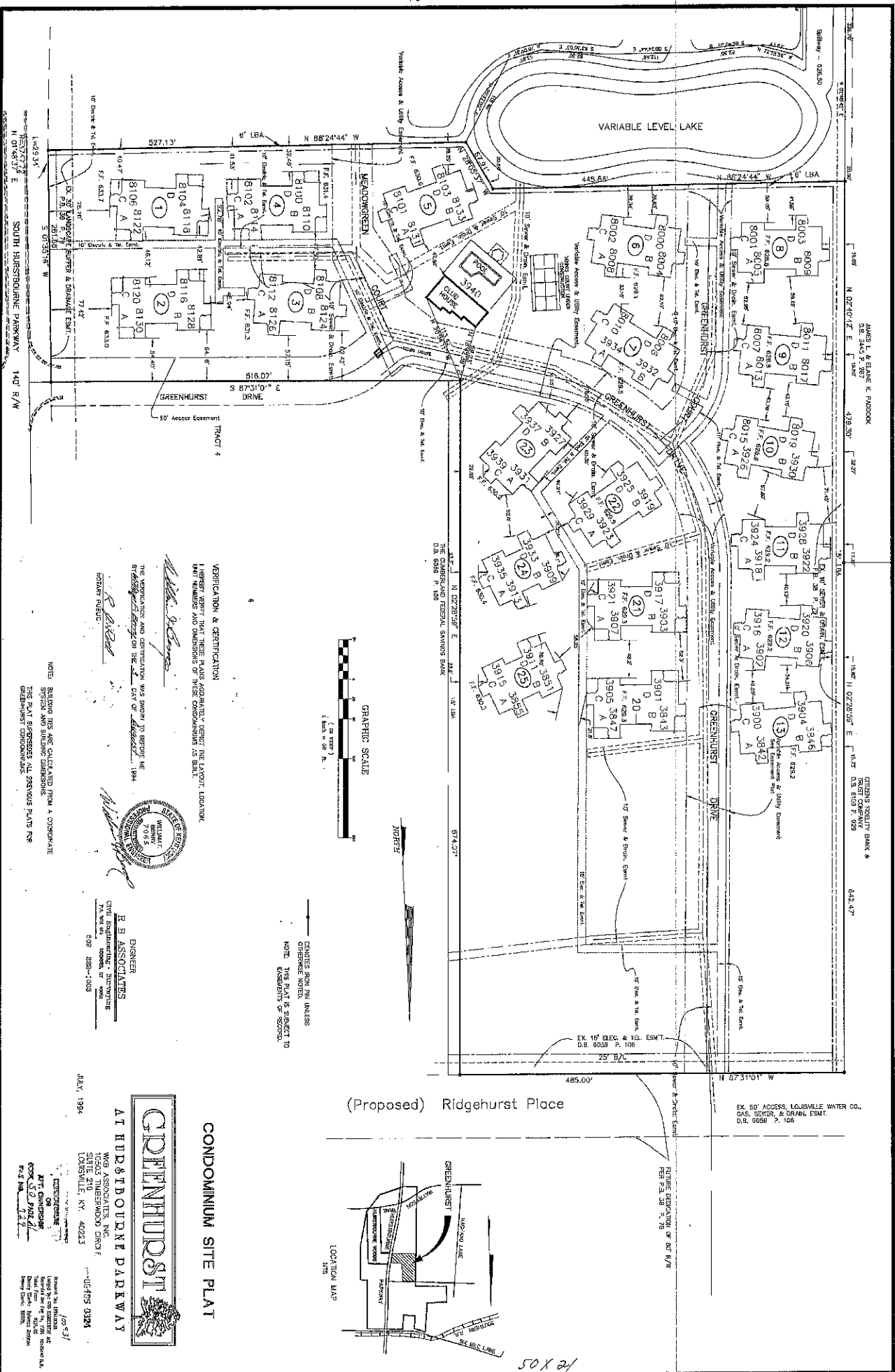
6525

Document No: 1994006525  
Lodged By: buckaway  
Recorded On: Jan 14, 1994 02:36:45 P.M.  
Total Fees: \$90.50  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END

Van

50 X 21



50 X 21

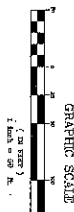
**VERIFICATION & CERTIFICATION**  
I HEREBY CERTIFY THAT THESE PLANS ACCURATELY REPRESENT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THESE CONDOMINIUMS AS SHOWN.  
*[Signature]*  
THE VERIFICATION AND CERTIFICATION WAS GIVEN TO ME BY THE ARCHITECT ON THE DAY OF August 1, 1994.  
*[Signature]*  
REGISTERED PLANT

NOTE: BUILDING, SITE AND CUL-DE-SAC AND FROM A CONDOMINIUM SYSTEM AND BUILDING DIMENSIONS. THIS PLAN SUGGESTS ALL PREVIOUS PLANS FOR GREENHURST CONDOMINIUMS.

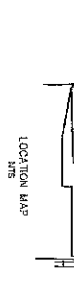
50 X 21

**CONDOMINIUM SITE PLAN**  
**GREENHURST**  
AT HUDSBOROUGH PARKWAY  
10000 TINSWOOD DRIVE  
SUITE 210  
LOUISVILLE, KY 40223  
ARCHITECT: **ART GONZALEZ**  
PHONE: 502.252.2121  
FAX: 502.252.2122  
DATE: MAY 1994

**GREENHURST**  
AT HUDSBOROUGH PARKWAY  
10000 TINSWOOD DRIVE  
SUITE 210  
LOUISVILLE, KY 40223  
ARCHITECT: **ART GONZALEZ**  
PHONE: 502.252.2121  
FAX: 502.252.2122  
DATE: MAY 1994



NOTES:  
1. THIS PLAN IS SUBJECT TO EASEMENTS OF RECORD.  
2. EXISTING UTILITIES SHOWN FOR INFORMATION ONLY.



(Proposed) Ridgehurst Place

EX. 60' ACCESS, LOUISVILLE WATER CO., GAS, SEWER, & DRAINAGE ESM.T. D.B. 6006 P. 106

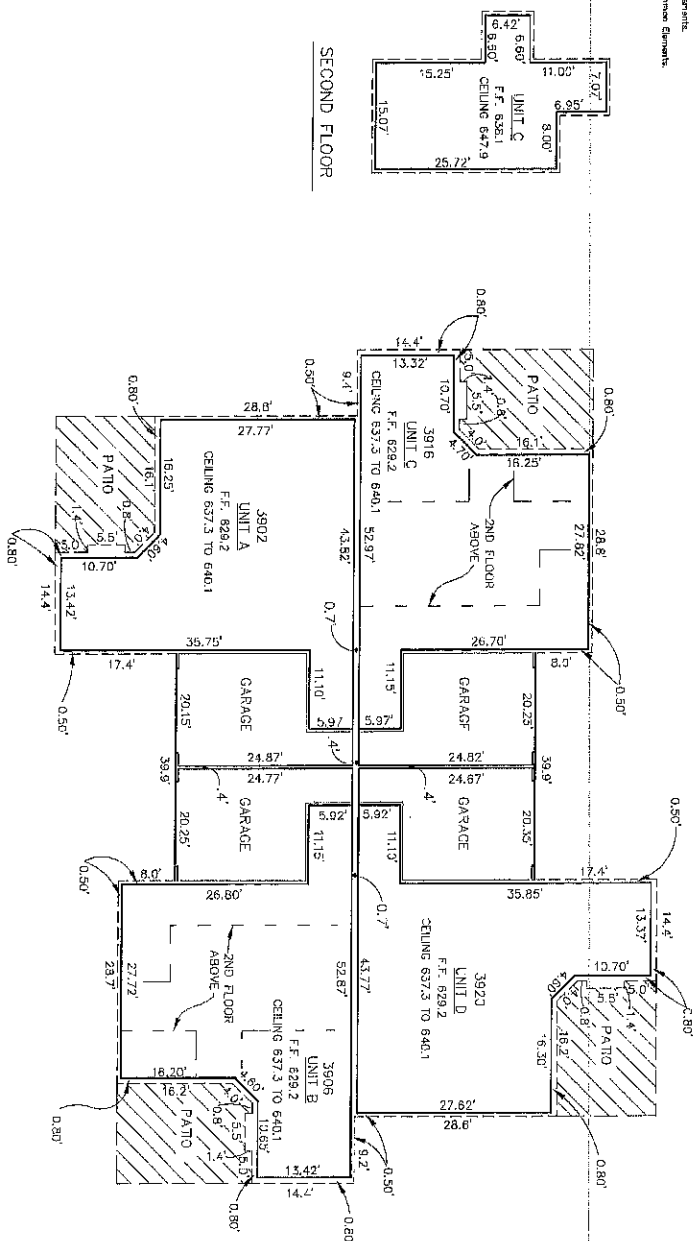
50 X 21



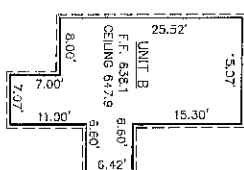
1. Every condominium unit consists of the space bounded by the exterior walls, ceiling, floor, and the interior walls, doors, and by the horizontal planes at the floor and ceiling elevations noted above.
2. Dimensions shown in feet are based on Metropolitan Survey data and are shown on the floor plan, floor and ceiling elevations refer to this datum.
3. LEGEND

--- Boundary of Condominium Unit  
 --- Indicates Common Elements  
 --- Indicates Limited Common Elements

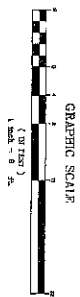
## SECOND FLOOR



## SECOND FLOOR



## BUILDING # 12



ENGINEER  
**R B ASSOCIATES**  
 Civil Engineering - Surveying  
 725 West 4th  
 Austin, TX 78701  
 502 222-1010


JULY 1994

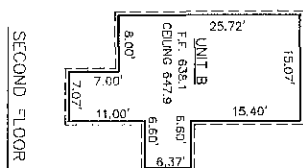
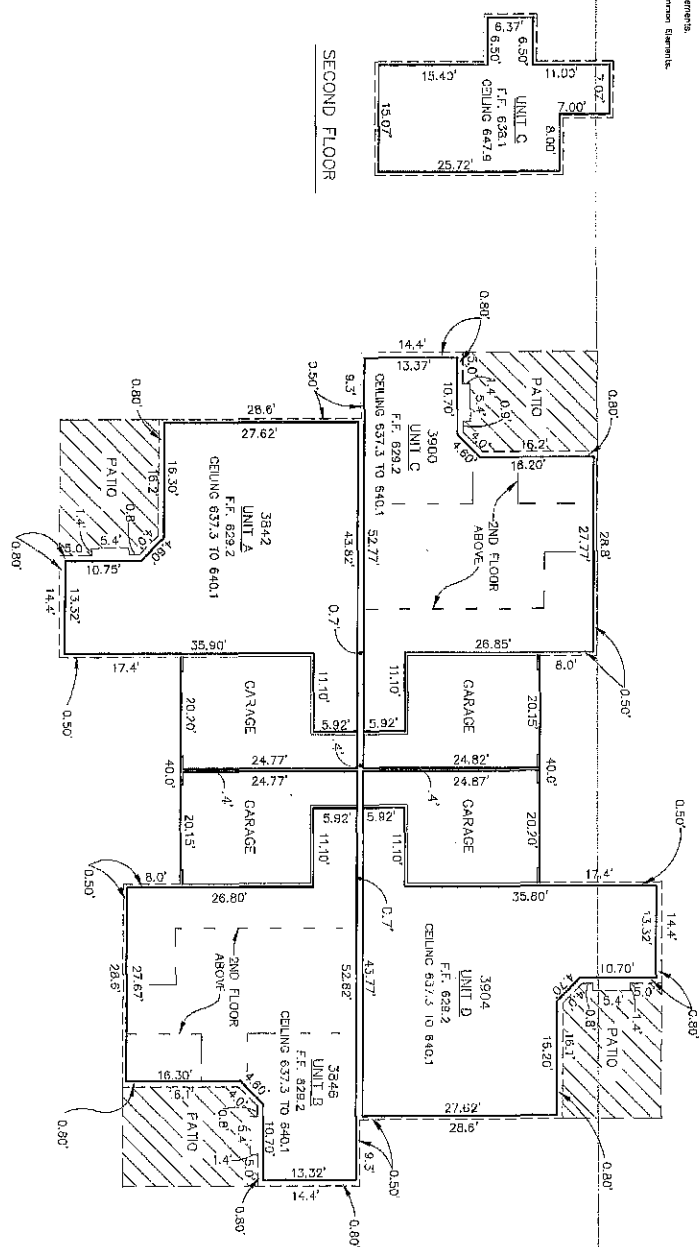
**GREENHURST**  
 AT HURSTBOURN PARKWAY  
 WMB ASSOCIATES, INC.  
 10505 TIMBERWOOD CIRCLE  
 CONISTATE, KY 40223  
 502 425-8002  
 10/9/94

Surveyed by: J. B. BARNES  
 Registered Professional Surveyor  
 State of Kentucky  
 License No. 10000  
 Date of Survey: 10/9/94  
 Project No. 10000

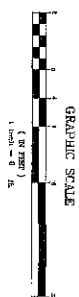
50 X 23

50 X 23

- \_\_\_\_\_ Boundary of Condominium Unit.  
 - - - - - Indicates Common Elements.  
 Indicates Limited Common Elements.



BUILDING # 13



**ENGINEER**  
**R. B. ASSOCIATES**  
Civil Engineering • Survey  
P.O. Box 104      DUNCAN, KY 40015  
606 222-1003

JULY, 1994

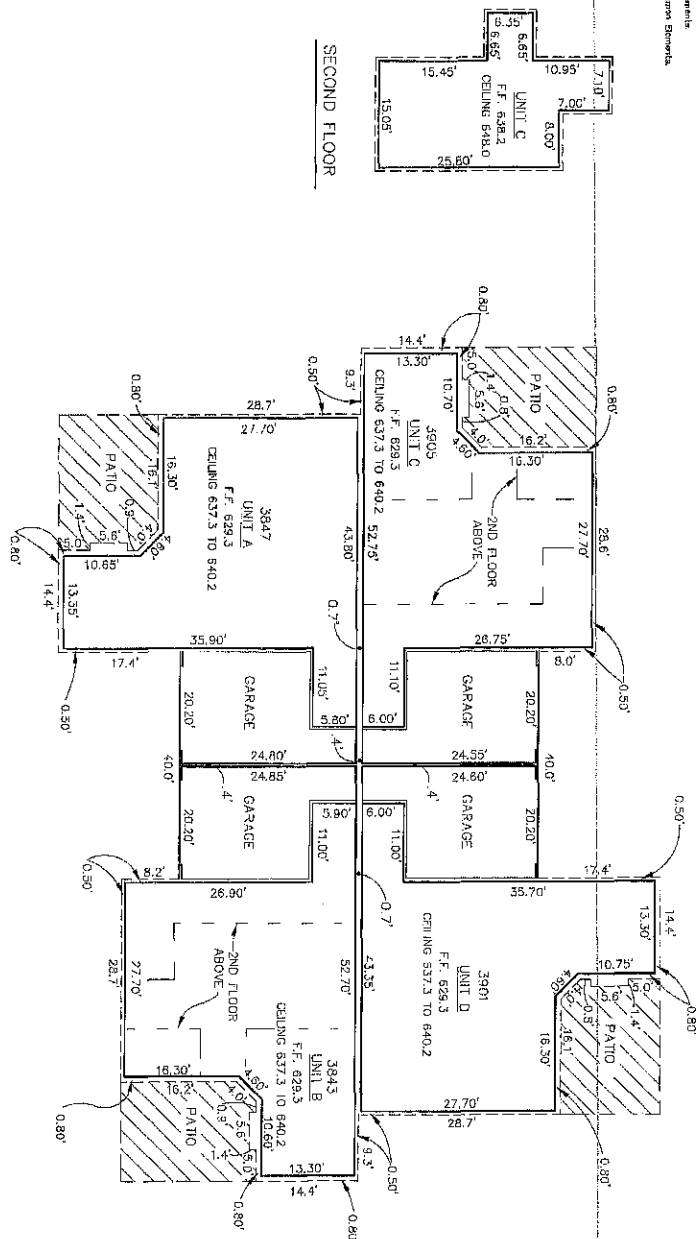
[illegible]

WCB ASSOCIATES, INC.  
10503 TIMBERWOOD CIRCLE  
SUITE 210  
LOUISVILLE, KY. 40225  
502 425-8607  
HPD6485 0322

CONDOMINIUMS  
GREENHURST  
AT HURSTBOURNE PARKWAY

 $50 \times 24$

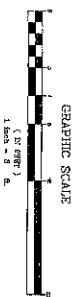
-  Boundary of Condominium Unit  
 Indicates Common Element.  
 Indicates limited Common Element.



## SECOND FLOOR

SECOND FLOOR

BUILDING # 20



ENGINEER  
R B ASSOCIATES  
Civil Engineering - Survey  
P.O. Box 454 Alameda, TX 75001  
502 222-1003

JULY, 1999

CONDOMINIUMS

DETHMUNDST

ER & BOULEVARD PARKWAY

W&B ASSOCIATES, INC.  
16203 INDEPENDENCE CIRCE  
SUITE 210  
LOUISVILLE, KY 40223

unit#6486 0024

502-497-4712

1/8 0724/

Received by LUTHERS  
for the DEED RECORDATION  
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TODAY FROM THE CHIEF CLERK  
OF THE CLERK OF COURTS  
DEPT. OF REVENUE

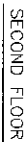
CLERK OF COURTS  
APR 20 2008  
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W. J. L. 12/1

50x25

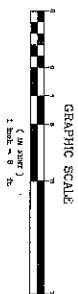
50425

50 x 25

- Boundary of Condominium Unit.  
 - - - - - Indicates Common Elements.  
 Indicates Limited Common Elements.



## BUILDING # 21



**ENGINEER**  
**R. B. ASSOCIATES**  
**Civil Engineering, Surveying**  
P.O. Box 444    Waco, TX 76788  
502 222-1003

JULY, 1994

## CONDOMINIUMS

GREENHURST  
AT HUDSBOROUGH PARKWAY

WB ASSOCIATES, INC.  
10503 THIRERWOOD CIRCLE  
SUITE 210  
LOUISVILLE, KY. 40223  
502 425-8002

RECEIVED  
JAN 26 1989

100391

RECEIVED BY THE  
LIBRARY OF THE  
FEDERAL BUREAU OF  
INVESTIGATION  
JAN 26 1989


RECEIVED BY THE  
LIBRARY OF THE  
FEDERAL BUREAU OF  
INVESTIGATION  
JAN 26 1989

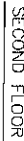
50 X 26

50x26

50 K 2.6



- |   |                                    |
|---|------------------------------------|
|  | Boundary of Condominium Unit.      |
|  | Indicates Common Elements.         |
|  | Indicates Limited Common Elements. |



GRAPHIC SCALE  
(In Feet)

0 1 2 3 4 5 6 7 8 9 10

**ENGINEER**  
**R. B. ASSOCIATES**  
**Civil Engineering • Surveying**  
P.O. BOX 434    MIDDLETOWN, NC 27640  
502 222-1003

JULY, 1954

**CONDOMINIUMS**

**PENHUUST**

**DATBOUEN DARIWAY**

WAG ASSOCIATES, INC.  
10650 INDEPENDENCE DRIVE  
SUNT 210  
LOUISVILLE, KY. 40223  
502-426-8002

UNIT #345 0324

*Remodel*

Remodel for 1st floor  
2nd floor  
3rd floor  
4th floor  
5th floor  
6th floor  
7th floor  
8th floor  
9th floor  
10th floor  
11th floor  
12th floor  
13th floor  
14th floor  
15th floor  
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93rd floor  
94th floor  
95th floor  
96th floor  
97th floor  
98th floor  
99th floor  
100th floor

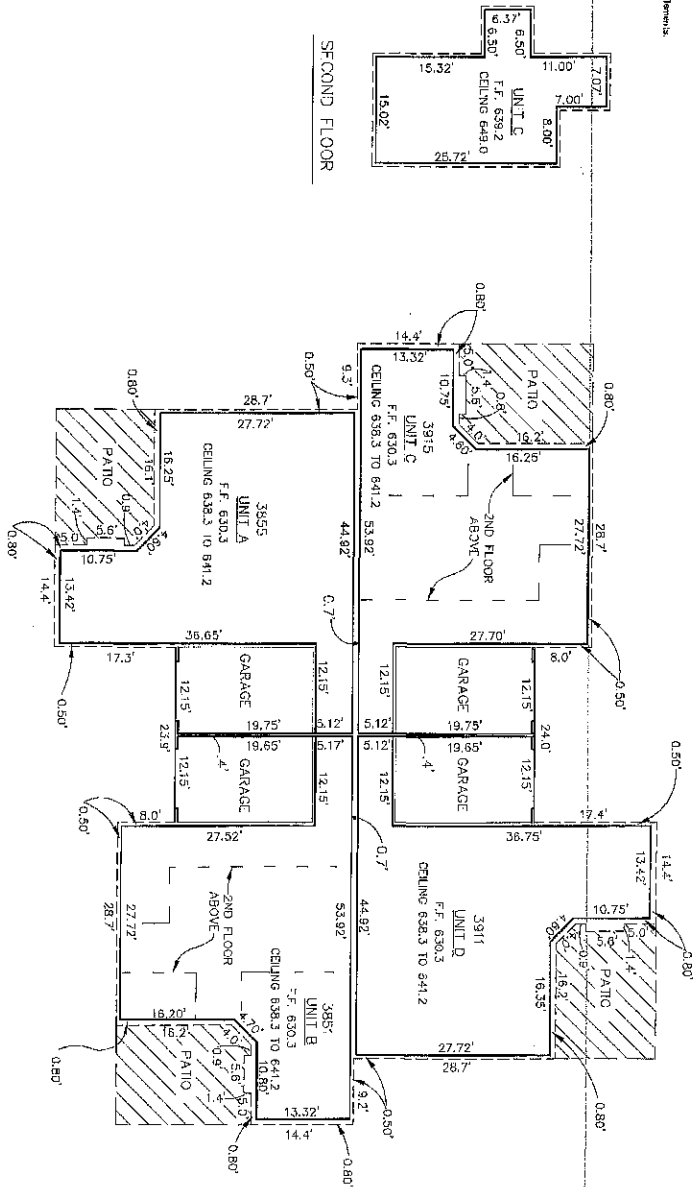
50x27

50 x 22

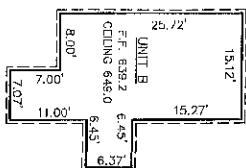
1. Each condominium unit consists of the space bounded by the exterior walls, ceiling, floor and the boundary lines shown and by the horizontal planes of the ceiling and floor elevations noted above.
2. Dimensions shown in feet are based on Metropolitan Survey and are not to be used for construction purposes.
3. Dimensions shown in feet are based on Metropolitan Survey and are not to be used for construction purposes.
4. ELEVATION

Boundary of Condominium Unit  
Indicates Common Elements  
Indicates Limited Common Elements

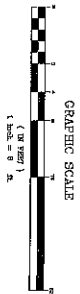
## SECOND FLOOR



## SECOND FLOOR



## BUILDING # 25



ENGINEER  
R. H. ASSOCIATES  
Civil Engineering - Surveying  
P.O. Box 442  
Winchester, KY 40391  
502 228-1003

JULY, 1989



AT HUDSBOROUGH PARKWAY  
WING ASSOCIATES, INC.  
10503 INDEPENDENCE CIRCLE  
SUITE 210  
LOUISVILLE, KY 40223  
502 425-8007

WING ASSOCIATES, INC.  
10503 INDEPENDENCE CIRCLE  
SUITE 210  
LOUISVILLE, KY 40223  
502 425-8007  
WING ASSOCIATES, INC.  
10503 INDEPENDENCE CIRCLE  
SUITE 210  
LOUISVILLE, KY 40223  
502 425-8007

50 X 28

50 X 28

50 X 28

50 X 28

4  
BOOK 06485 0324

SECOND AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT

WKB ASSOCIATES, INC., a Kentucky corporation, hereafter referred to as the "Developer", declares this as its second amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

WITNESSETH:

This is the Second Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993, in Deed Book 6357, Page 168, as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994, in Deed Book 6408, Page 69, all in the office of the Clerk of Jefferson County, Kentucky. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 144 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Buildings 11, 12, 13, 20, 21, 24, and 25 as further subdivided into four units each denominated A, B, C, and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

LIBER 06485 0325

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR.  
Vice-President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 4th day of August, 1994, by William F. Koch, Jr., Vice-President of WKB Associates, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 8-17-95

William A. Buckaway, Jr.  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

William A. Buckaway, Jr.  
WILLIAM A. BUCKAWAY, JR.  
TILFORD DOBBINS ALEXANDER & BUCKAWAY  
1406 One Riverfront Plaza  
Louisville, Kentucky 40202  
(502) 584-6137  
5549.1

160931

RECORDING TITLE  
OR  
APT. OWNERSHIP  
BOOK 50 PAGE 21-28  
FILE NO. 729

Document No: 1994100931  
Lodged By: WKB ASSOCIATES INC  
Recorded On: Aug 04, 1994 10:26:40 A.M.  
Total Fees: \$134.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: KATHYL

UNIT 06485 0326

EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
1A	1250	1163.23	1.09%	429.23
1B	1777	1641.71	1.54%	427.77
1C	1777	1637.27	1.54%	431.99
1D	1250	1160.15	1.09%	429.19
2A	1250	1156.68	1.09%	431.48
2B	1777	1631.33	1.53%	431.34
2C	1777	1636.91	1.54%	432.41
2D	1250	1154.42	1.08%	433.82
3A	1250	1158.06	1.09%	432.27
3B	1777	1640.66	1.54%	433.08
3C	1777	1639.72	1.54%	433.63
3D	1250	1160.91	1.09%	433.41
4A	1250	1161.53	1.09%	433.86
4B	1777	1643.53	1.54%	435.05
4C	1777	1646.74	1.55%	431.97
4D	1250	1162.88	1.09%	434.11
5A	1250	1166.96	1.10%	433.96
5B	1777	1643.12	1.54%	436.07
5C	1777	1642.04	1.54%	435.77
5D	1250	1162.78	1.09%	433.96
6A	1250	1160.28	1.09%	437.83
6B	1777	1633.22	1.53%	435.34
6C	1777	1640.75	1.54%	435.81
6D	1250	1156.99	1.09%	429.99
7A	1250	1162.08	1.09%	429.99
7B	1777	1639.73	1.54%	435.76
7C	1777	1642.47	1.54%	428.99
7D	1250	1161.68	1.09%	431.09
8A	1250	1164.95	1.09%	429.09
8B	1777	1639.74	1.54%	429.09
8C	1777	1642.17	1.54%	431.56
8D	1250	1160.96	1.09%	430.33
9A	1250	1163.78	1.09%	433.41
9B	1777	1640.14	1.54%	434.95
9C	1777	1649.07	1.55%	432.16
9D	1250	1163.85	1.09%	435.76
10A	1250	1160.09	1.09%	434.86
10B	1777	1642.95	1.54%	433.84
10C	1777	1641.96	1.54%	430.19
10D	1250	1167.65	1.10%	431.55

LIBER 06485 0327

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
11A	1250	1175.75	1.10%	424.21
11B	1777	1640.93	1.54%	434.46
11C	1777	1643.52	1.54%	430.55
11D	1250	1163.74	1.09%	434.21
12A	1250	1167.44	1.10%	433.98
12B	1777	1641.32	1.54%	434.69
12C	1777	1646.87	1.55%	435.15
12D	1250	1159.89	1.09%	435.43
13A	1250	1161.24	1.09%	433.75
13B	1777	1641.35	1.54%	432.52
13C	1777	1646.07	1.55%	433.52
13D	1250	1160.37	1.09%	435.77
20A	1250	1162.16	1.09%	435.99
20B	1777	1642.79	1.54%	436.19
20C	1777	1644.85	1.54%	428.42
20D	1250	1153.62	1.08%	430.04
21A	1250	1162.73	1.09%	434.69
21B	1777	1640.20	1.54%	433.08
21C	1777	1639.30	1.54%	436.72
21D	1250	1164.96	1.09%	432.62
22A	1250	1164.44	1.09%	432.14
22B	1777	1642.29	1.54%	432.14
22C	1777	1641.57	1.54%	429.67
22D	1250	1167.21	1.10%	429.67
23A	1250	1162.88	1.09%	435.58
23B	1777	1645.31	1.54%	432.76
23C	1777	1641.60	1.54%	434.65
23D	1250	1166.97	1.10%	430.45
24A	1250	1158.30	1.09%	239.96
24B	1777	1632.00	1.53%	239.96
24C	1777	1634.56	1.53%	239.96
24D	1250	1160.60	1.09%	239.96
25A	1250	1163.80	1.09%	239.96
25B	1777	1642.09	1.54%	238.75
25C	1777	1640.99	1.54%	239.96
25D	1250	1163.80	1.09%	238.75

TOTALS: 115026 106532.63 100.00% 31346.27

\* Living areas calculated from inside dimensions per Ky. law.

END OF DOCUMENT

J

5  
LIBER 06551 0999

**THIRD AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT**

WKB ASSOCIATES, INC., a Kentucky corporation, hereafter referred to as the "Developer", declares this as its Third Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

**WITNESSETH:**

This is the Third Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993, in Deed Book 6357, Page 168, as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994, in Deed Book 6408, Page 69, and as further amended by the Second Amendment to Master Deed and Declaration of Condominium Property Regime recorded August 4, 1994 in Deed Book 06485, Page 0324, all in the office of the Clerk of Jefferson County, Kentucky. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 144 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Buildings 14, 18, 19, 26, 27, and 28 as further subdivided into four units each denominated A, B, C, and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

06551 1060

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR.  
Vice-President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 1995 by William F. Koch, Jr., Vice-President of WKB Associates, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: August 17, 1995

William A. Buckaway, Jr.  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

William A. Buckaway, Jr.  
WILLIAM A. BUCKAWAY, JR.  
TILFORD DOBBINS ALEXANDER & BUCKAWAY  
1406 One Riverfront Plaza  
Louisville, Kentucky 40202  
(502) 584-6137  
5918



106551 1001

EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
1A	1250	1163.23	0.83%	429.23
1B	1777	1641.71	1.17%	427.77
1C	1777	1637.27	1.17%	431.99
1D	1250	1160.15	0.83%	429.19
2A	1250	1156.68	0.83%	431.48
2B	1777	1631.33	1.16%	431.34
2C	1777	1636.91	1.17%	432.41
2D	1250	1154.42	0.82%	433.82
3A	1250	1158.06	0.83%	432.27
3B	1777	1640.66	1.17%	433.08
3C	1777	1639.72	1.17%	433.63
3D	1250	1160.91	0.83%	433.41
4A	1250	1161.53	0.83%	433.86
4B	1777	1643.53	1.17%	435.05
4C	1777	1646.74	1.18%	431.97
4D	1250	1162.88	0.83%	434.11
5A	1250	1166.96	0.83%	433.96
5B	1777	1643.12	1.17%	436.07
5C	1777	1642.04	1.17%	435.77
5D	1250	1162.78	0.83%	433.96
6A	1250	1160.28	0.83%	437.83
6B	1777	1633.22	1.17%	435.34
6C	1777	1640.75	1.17%	435.81
6D	1250	1156.99	0.83%	429.99
7A	1250	1162.08	0.83%	429.99
7B	1777	1639.73	1.17%	435.76
7C	1777	1642.47	1.17%	428.99
7D	1250	1161.68	0.83%	431.09
8A	1250	1164.95	0.83%	429.09
8B	1777	1639.74	1.17%	429.09
8C	1777	1642.17	1.17%	431.56
8D	1250	1160.96	0.83%	430.33
9A	1250	1163.78	0.83%	433.41
9B	1777	1640.14	1.17%	434.95
9C	1777	1649.07	1.18%	432.16
9D	1250	1163.85	0.83%	435.76
10A	1250	1160.09	0.83%	434.86
10B	1777	1642.95	1.17%	433.84
10C	1777	1641.96	1.17%	430.19
10D	1250	1167.65	0.83%	431.55

115ER 06551 1002

EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
11A	1250	1175.75	0.84%	424.21
11B	1777	1640.93	1.17%	434.46
11C	1777	1643.52	1.17%	430.55
11D	1250	1163.74	0.83%	434.21
12A	1250	1167.44	0.83%	433.98
12B	1777	1641.32	1.17%	434.69
12C	1777	1646.87	1.18%	435.15
12D	1250	1159.89	0.83%	435.43
13A	1250	1161.24	0.83%	433.75
13B	1777	1641.35	1.17%	432.52
13C	1777	1646.07	1.17%	433.52
13D	1250	1160.37	0.83%	435.77
14A	1250	1161.83	0.83%	432.03
14B	1777	1638.25	1.17%	434.51
14C	1777	1635.64	1.17%	432.82
14D	1250	1160.34	0.83%	433.82
18A	1250	1160.91	0.83%	429.96
18B	1777	1645.03	1.17%	430.29
18C	1777	1639.05	1.17%	431.76
18D	1250	1167.88	0.83%	429.73
19A	1250	1163.43	0.83%	431.41
19B	1777	1636.54	1.17%	432.90
19C	1777	1635.64	1.17%	432.52
19D	1250	1164.62	0.83%	432.52
20A	1250	1162.16	0.83%	435.99
20B	1777	1642.79	1.17%	436.19
20C	1777	1644.85	1.17%	428.42
20D	1250	1153.62	0.82%	430.04
21A	1250	1162.73	0.83%	434.69
21B	1777	1640.20	1.17%	433.08
21C	1777	1639.30	1.17%	436.72
21D	1250	1164.96	0.83%	432.62
22A	1250	1164.44	0.83%	432.14
22B	1777	1642.29	1.17%	432.14
22C	1777	1641.57	1.17%	429.67
22D	1250	1167.21	0.83%	429.67
23A	1250	1162.88	0.83%	435.58
23B	1777	1645.31	1.17%	432.76
23C	1777	1641.60	1.17%	434.65
23D	1250	1166.97	0.83%	430.45

LIBER 06551 1003

EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
24A	1250	1158.30	0.83%	239.96
24B	1777	1632.00	1.16%	239.96
24C	1777	1634.56	1.17%	239.96
24D	1250	1160.60	0.83%	239.96
25A	1250	1163.80	0.83%	239.96
25B	1777	1642.09	1.17%	238.75
25C	1777	1640.99	1.17%	239.96
25D	1250	1163.80	0.83%	238.75
26A	1250	1156.26	0.83%	236.06
26B	1777	1638.01	1.17%	429.96
26C	1777	1641.28	1.17%	429.54
26D	1250	1156.66	0.83%	234.13
27A	1250	1158.90	0.83%	234.13
27B	1777	1639.71	1.17%	232.56
27C	1777	1639.48	1.17%	232.56
27D	1250	1157.59	0.83%	232.56
28A	1250	1153.98	0.82%	234.38
28B	1777	1634.57	1.17%	428.23
28C	1777	1640.10	1.17%	426.53
28D	1250	1157.55	0.83%	233.41
TOTALS:	151350	140115.90	100.00%	40114.59

\* Living areas calculated from inside dimensions per Ky. law.

exhibit(b)

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 51 PAGE 30-36  
FILE NO. 747

11101  
Document No: 1995011101  
Lodged By: BUCKAWAY  
Recorded On: Jan 31, 1995 11:09:45 A.M.  
Total Fees: 445.00 121.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIEE *[Signature]*

END OF DOCUMENT

FIFTH AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT

WKB Associates, Inc., a Kentucky corporation, hereafter referred to as the "Developer," declares this as its Fifth Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

WITNESSETH:

A. Pursuant to paragraph B (page 4) of the original Master Deed, WKB Associates, Inc. amends the Master Deed to add and include additional real estate identified as Parcel 1 and Parcel 2 acquired by the Developer by deed dated March 10, 1995 and recorded in Deed Book 6565, Page 853 in the Office of the Clerk of Jefferson County, Kentucky, for the purpose of adding the Section II condominium units to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development. The property is more particularly described in **EXHIBIT A** attached hereto and made a part hereof as if fully described herein.

B. This is the Fifth Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993 in Deed Book 6357, Page 168 as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994 in Deed Book 6408, Page 69 and as further amended by the Third Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 31, 1995 in Deed Book 06551, Page 0999, all in the Office of the Clerk of Jefferson County, Kentucky. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 156 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Buildings 29, 30 and 31 of Greenhurst Section II as further subdivided into four units each denominated A, B, C and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

BOOK 06658 0208

C. Joining in this instrument is the holder of a mortgage (Mortgage Book 03829, Page 0797), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on the 27<sup>th</sup> day of October, 1995, and the signature of National City Bank (formerly First National Bank) by its duly authorized officer on the date indicated above.

DEVELOPER:

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR., Vice-President

MORTGAGEE:

NATIONAL CITY BANK, KENTUCKY

BY: Brian T. McChesney  
BRIAN T. McCHESNEY, Vice-President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Vice-President of WKB & ASSOCIATES, INC., to be the free and voluntary act and deed of WKB & ASSOCIATES, INC., party thereto.

WITNESS my signature this 27<sup>th</sup> day of October, 1995.

My commission expires: 8-17-99

William A. Beuchamp  
NOTARY PUBLIC

STATE OF KENTUCKY

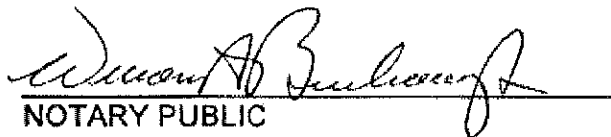
BOOK 06658 0209

COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by BRIAN T. McCHESNEY as Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 27<sup>TH</sup> day of October, 1995.

My commission expires: 8-17-99

  
NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1400 One Riverfront Plaza, Louisville, Kentucky, 40202.

  
WILLIAM A. BUCKAWAY, JR.

BOOK 06658 0210

Parcel 1:

Beginning at a point in the west right-of-way line of Hurstbourne Parkway and the northeast corner of a tract conveyed to WKB Associates, Inc. as recorded in Deed Book 6394, Page 29, and Deed Book 6258, Page 913, in the Jefferson County Clerk's office; thence with north line of WKB Associates, Inc. leaving said west right-of-way line of Hurstbourne Parkway, North 87° 31' 00" West, 516.06 feet to a point; thence North 02° 28' 59" East, 874.08 feet to a point in the south right-of-way line of Ridgehurst Place, as recorded in Plat Book 39, Page 64, and Plat Book 40, Page 61, in the Jefferson County Clerk's office; thence with south right-of-way line of Ridgehurst Place South 87° 31' 01" East, 260.84 feet to a point; thence leaving South right-of-way line of Ridgehurst Place with the following courses and distances South 02° 28' 59" West 500.00 feet to a point; thence South 87° 31' 01" East 250.00 feet to a point in the West right-of-way line of Hurstbourne Parkway; thence with West right-of-way line of Hurstbourne Parkway with a curve to the left having a radius of 3891.72' and a chord of South 02° 05' 56" West 69.44 feet to a point; continuing with West right-of-way of Hurstbourne Parkway South 01° 35' 16" West 304.68 feet to the point of beginning containing 7.401 acres.

Being all of Lot 4B, as shown on the approved Minor Subdivision Plat (bearing Docket No. 353-94), which is attached hereto, and made a part hereof, and marked Exhibit "A" for purposes of identification.



[318] 25DEED\WKB

BOOK 06565 0854

BOOK 06658 0211

Parcel 2:

Beginning at a point in the West right-of-way line of Hurstbourne Parkway and the Southeastern most corner of a tract of land conveyed to WKB Associates, Inc. as recorded in Deed Book 6394, Page 29 and Deed Book 6258, Page 913, in the aforementioned clerk's office; thence with west right-of-way line of Hurstbourne Parkway with a curve to the right having a radius of 3747.71 feet and a chord of South 03° 08' 43" West, 145.00 feet to a point; thence leaving aforementioned right-of-way line with the following courses:

North 87° 29' 58" West, 952.07 feet to a point; North 02° 40' 42" East, 35.00 feet to a point; thence with a curve to the left having a radius of 105.00 feet and a chord of South 56° 16' 02" East, 14.66 feet to a point; thence with a curve to the left having a radius of 99.00 feet and a chord South 72° 58' 59" East 43.57 feet to a point; thence with a curve to the left having a radius of 310.00 feet and a chord of North 86° 40' 35" East, 82.30 feet to a point; thence with a curve to the right having a radius of 259.52 feet and a chord of South 88° 24' 44" East, 112.69 feet to a point; thence with a curve to the left having a radius of 310.00 feet and a chord of South 83° 30' 03" East, 82.30 feet to a point; thence with a curve to the left having a radius of 99.00 feet and a chord of North 76° 09' 31" East, 43.57 feet to a point; thence with a curve to the left having a radius of 105.00 feet and a chord of North 29° 47' 05" East, 116.40 feet to a point; thence South 88° 24' 44" East 527.13 feet to the point of beginning, containing 1.981 acres. Said parcel being shown as a part of and having been approved for consolidation with Lot 5 as shown by the Minor Subdivision Plat (bearing Docket No. 354-94) which is attached to a deed recorded in Deed Book 6536 Page 701, in the Jefferson County Clerk's office.

Parcel 1 and Parcel 2 both being a part of the property conveyed to Party of the First Part by deed from Fifth Third Savings Bank of Western Kentucky, F.S.B., dated December 14, 1994; and of record in Deed Book 6536, Page 463, in the Jefferson County Clerk's office, and by Deed of Correction dated January 6, 1995, of record in Deed Book 6544, Page 78, in the Jefferson County Clerk's office.

132907  
Document No: 1995132907  
Lodged By: BUCKAWAY  
Recorded On: Oct 27, 1995 12:22:07 P.M.  
Total Fees: \$80.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: PAT

CONDOMINIUM  
OR  
JPT. OWNERSHIP  
BOOK 53 PAGE 25, 26, 27 & 28  
FILE NO. 786



## EXHIBIT B

BOOK 06658 0212

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
1A	1250	1163.23	0.68%	429.23
1B	1777	1641.71	0.96%	427.77
1C	1777	1637.27	0.96%	431.99
1D	1250	1160.15	0.68%	429.19
2A	1250	1156.68	0.68%	431.48
2B	1777	1631.33	0.95%	431.34
2C	1777	1636.91	0.96%	432.41
2D	1250	1154.42	0.68%	433.82
3A	1250	1158.06	0.68%	432.27
3B	1777	1640.66	0.96%	433.08
3C	1777	1639.72	0.96%	433.63
3D	1250	1160.91	0.68%	433.41
4A	1250	1161.53	0.68%	433.86
4B	1777	1643.53	0.96%	435.05
4C	1777	1646.74	0.96%	431.97
4D	1250	1162.88	0.68%	434.11
5A	1250	1166.96	0.68%	433.96
5B	1777	1643.12	0.96%	436.07
5C	1777	1642.04	0.96%	435.77
5D	1250	1162.78	0.68%	433.96
6A	1250	1160.28	0.68%	437.83
6B	1777	1633.22	0.96%	435.34
6C	1777	1640.75	0.96%	435.81
6D	1250	1156.99	0.68%	429.99
7A	1250	1162.08	0.68%	429.99
7B	1777	1639.73	0.96%	435.76
7C	1777	1642.47	0.96%	428.99
7D	1250	1161.68	0.68%	431.09
8A	1250	1164.95	0.68%	429.09
8B	1777	1639.74	0.96%	429.09
8C	1777	1642.17	0.96%	431.56
8D	1250	1160.96	0.68%	430.33
9A	1250	1163.78	0.68%	433.41
9B	1777	1640.14	0.96%	434.95
9C	1777	1649.07	0.96%	432.16
9D	1250	1163.85	0.68%	435.76
10A	1250	1160.09	0.68%	434.86
10B	1777	1642.95	0.96%	433.84
10C	1777	1641.96	0.96%	430.19
10D	1250	1167.65	0.68%	431.55
11A	1250	1175.75	0.69%	424.21
11B	1777	1640.93	0.96%	434.46
11C	1777	1643.52	0.96%	430.55
11D	1250	1163.74	0.68%	434.21

## EXHIBIT B

BOOK 06658 0213

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
12A	1250	1167.44	0.68%	433.98
12B	1777	1641.32	0.96%	434.69
12C	1777	1646.87	0.96%	435.15
12D	1250	1159.89	0.68%	435.43
13A	1250	1161.24	0.68%	433.75
13B	1777	1641.35	0.96%	432.52
13C	1777	1646.07	0.96%	433.52
13D	1250	1160.37	0.68%	435.77
14A	1250	1161.83	0.68%	432.03
14B	1777	1638.25	0.96%	434.51
14C	1777	1635.64	0.96%	432.82
14D	1250	1160.34	0.68%	433.82
15A	1250	1167.16	0.68%	434.21
15B	1777	1646.74	0.96%	434.21
15C	1777	1645.41	0.96%	434.21
15D	1250	1164.99	0.68%	433.52
16A	1250	1164.16	0.68%	434.21
16B	1777	1644.74	0.96%	434.76
16C	1777	1644.75	0.96%	434.76
16D	1250	1165.07	0.68%	434.21
17A	1250	1158.90	0.68%	435.77
17B	1777	1651.03	0.97%	434.66
17C	1777	1645.10	0.96%	433.20
17D	1250	1165.77	0.68%	430.95
18A	1250	1160.91	0.68%	429.96
18B	1777	1645.03	0.96%	430.29
18C	1777	1639.05	0.96%	431.76
18D	1250	1167.88	0.68%	429.73
19A	1250	1163.43	0.68%	431.41
19B	1777	1636.54	0.96%	432.90
19C	1777	1635.64	0.96%	432.52
19D	1250	1164.62	0.68%	432.52
20A	1250	1162.16	0.68%	435.99
20B	1777	1642.79	0.96%	436.19
20C	1777	1644.85	0.96%	428.42
20D	1250	1153.62	0.67%	430.04
21A	1250	1162.73	0.68%	434.69
21B	1777	1640.20	0.96%	433.08
21C	1777	1639.30	0.96%	436.72
21D	1250	1164.96	0.68%	432.62
22A	1250	1164.44	0.68%	432.14
22B	1777	1642.29	0.96%	432.14
22C	1777	1641.57	0.96%	429.67
22D	1250	1167.21	0.68%	429.67

## EXHIBIT B

BOOK 06658 0214

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)
23A	1250	1162.88	0.68%	435.58
23B	1777	1645.31	0.96%	432.76
23C	1777	1641.60	0.96%	434.65
23D	1250	1166.97	0.68%	430.45
24A	1250	1158.30	0.68%	239.96
24B	1777	1632.00	0.95%	239.96
24C	1777	1634.56	0.96%	239.96
24D	1250	1160.60	0.68%	239.96
25A	1250	1163.80	0.68%	239.96
25B	1777	1642.09	0.96%	238.75
25C	1777	1640.99	0.96%	239.96
25D	1250	1163.80	0.68%	238.75
26A	1250	1156.26	0.68%	236.06
26B	1777	1638.01	0.96%	429.96
26C	1777	1641.28	0.96%	429.54
26D	1250	1156.66	0.68%	234.13
27A	1250	1158.90	0.68%	234.13
27B	1777	1639.71	0.96%	232.56
27C	1777	1639.48	0.96%	232.56
27D	1250	1157.59	0.68%	232.56
28A	1250	1153.98	0.68%	234.38
28B	1777	1634.57	0.96%	428.23
28C	1777	1640.10	0.96%	426.53
28D	1250	1157.55	0.68%	233.41
29A	1250	1164.55	0.68%	415.20
29B	1250	1162.04	0.68%	418.82
29C	1250	1163.81	0.68%	414.45
29D	1250	1163.88	0.68%	418.86
30A	1250	1164.19	0.68%	416.38
30B	1250	1160.24	0.68%	417.45
30C	1250	1162.77	0.68%	414.47
30D	1250	1164.56	0.68%	417.36
31A	1250	1174.12	0.69%	215.03
31B	1250	1163.68	0.68%	417.94
31C	1250	1167.78	0.68%	213.04
31D	1250	1165.78	0.68%	413.66

TOTALS: 184512 170957.12 100.00% 49915.92

\* Living areas calculated from inside dimensions per Ky. law.

exhibitb

END OF DOCUMENT



Ridgehurst Place 80'R/W  
P.B. 39 F. 64

EX. 80' ACCESS, LOKHISVILLE WATER CO.  
GAS, SEWER, & DRAIN. ESMT.  
D.B. 8059 P. 106

NO SCALE

**NOTES**

1. THIS PLAT IS SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.
2. RAILROADS IN THIS 28-43 SECTION 4, THE CONSIDERED PLATS WERE BUILT BY R.B. ASSOCIATES.
3. BUILDINGS ON THIS 31 IS SECTION 2 AND RECORDED IN APPARATUS ONE BOOK 53, PAGES 28-38.
4. TRACT 4 IS SECTION 3 CORP'DRAINING BUILDINGS 22 THIR SS.

**BENCH MARK (U.S.G.S. DATUM)**

[illegible]

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS  
ACCORDINGLY DEPICT THE LAYOUT,  
DIMENSIONS, UNIT NUMBERS, AND OTHER  
NOTES OF THE WORK AS SET OUT.

SUBSCRIBED AND SIGNED TO:

*Robert S. Wynn*

PROFESSIONAL ENGINEER, LICENSE NO. 12,101

STATE OF CALIFORNIA  
DIVISION OF PROFESSIONAL ENGINEERS  
ROBERT S. WYNN  
12101  
12101

NOTARY PUBLIC, STATE OF KY., COMMISSION EXPIRES 1-1-2012

—●— DENOTES 12:00 PM UNLESS OTHERWISE NOTED

CONDOMINIUM SITE PLAT  
BUILDINGS 32, 33, 34 & 35

# GREENHURST

АТНУРСТБОУРНЕ ДАРКВАУ

10503 TIMBERWOOD CIRCLE SUITE 210  
LOUISVILLE, KY. 40223

**SABBARO, WILSON & LINGO, INC.**  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
215 WEST WAREH STREET, LOGAN, KENTUCKY 40302  
(502) 564-1577  
547X41

54X41

JAMES L. &amp; ELAINE K. PADDOCK

54X41

$$40^{\circ}42' = \left\{ \begin{array}{l} 15.50^{\circ} \\ 40^{\circ}42' \end{array} \right.$$

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15.82° N 02°28'59" E 15.75°

642.47' !

100

1997

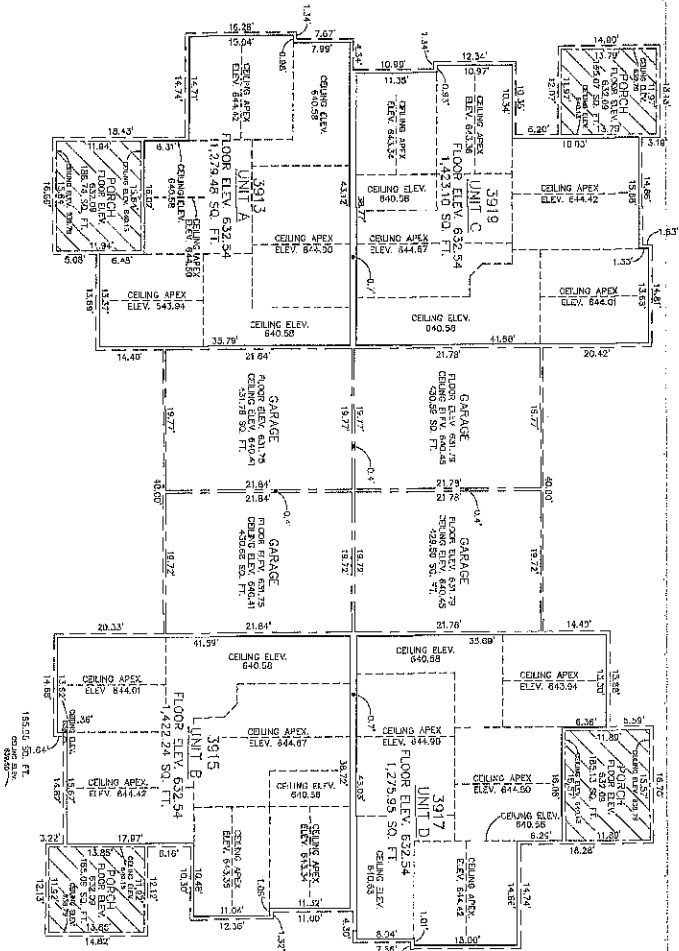
II



54 X 43

1. Each condominium unit consists of the space bounded by the exterior walls, ceiling, floor, and interior partitions, as shown and by the horizontal planes of the floor and ceiling, regardless of the actual construction.
  2. Easements appurtenant to the units are shown by the horizontal planes of the floor and ceiling, regardless of the actual construction.
  3. All interior angles of condominium are 90° unless otherwise noted.
  4. (P) (R) (S) (D)
- Boundary of Condominium Unit  
Indicates Common Elements  
Indicates Unit's Common Elements  
Indicates Change in Elevation

BUILDING # 33



DATE: 10/1/83  
BY: [Signature]  
CHECKED: [Signature]  
REVISIONS:  
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100. 10/1/83



54 X 43

54 X 43



SABAK, WILSON & LINGO, INC.  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
205 WEST MARKET STREET  
LOUISVILLE, KENTUCKY 40202  
(502) 584-1571



AT HUDSBOROUGH PARKWAY  
GREENHURST  
CONDOMINIUMS

W&L ASSOCIATES, INC.  
10503 THREEWOOD CIRCLE, SUITE 210  
LOUISVILLE, KY 40223

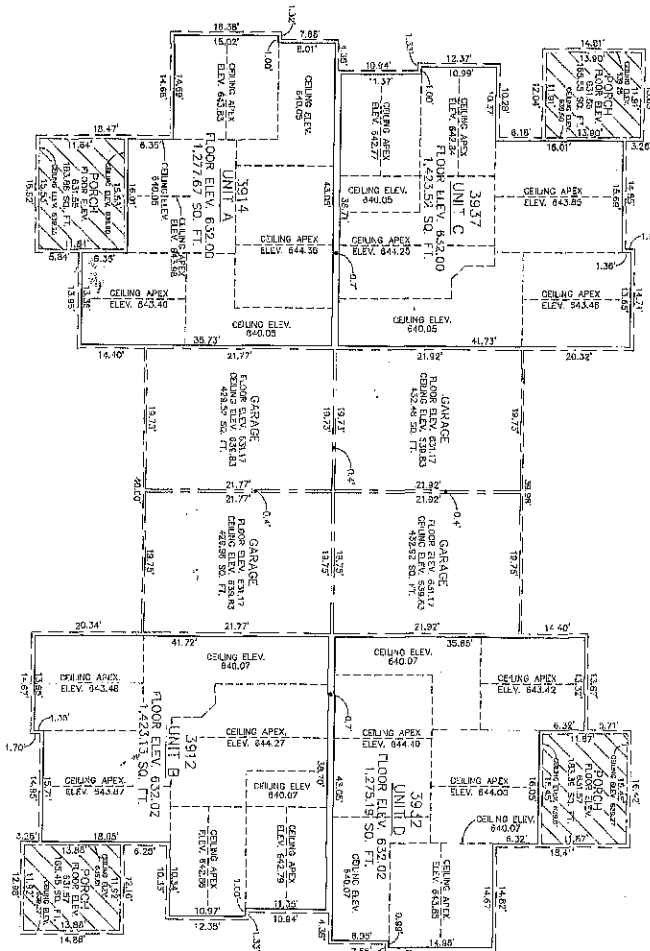
3

54 X 43



54X45

1. Each condominium unit consists of the space bounded by the exterior walls, ceiling, floor, and any other boundary lines shown and by the common elements and boundary lines shown and by the common elements and boundary lines shown and by the common elements and boundary lines shown.
2. Dimensions shown in feet are based on Metropolitan Survey of the City of New York, New York, and are subject to change.
3. All interior corners of condominium are 90° unless otherwise noted.
4. LEGEND
  - Boundary of Condominium Unit
  - Indicates Common Elements
  - Indicates Limited Common Elements
  - Indicates Change in Elevation



BUILDING # 35

PROPOSED  
CONDOMINIUM  
DIVISION  
FINAL PLAN  
DATE: 10/1/83  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]



**SABAK, WILSON & LINGO, INC.**  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
100 WEST 10TH STREET  
CARROLL COUNTY, MARYLAND 20822  
(301) 381-0271

AT HURSTBOURNE PARKWAY



CONDOMINIUMS

WEB ASSOCIATES, INC.  
10653 TWENTYFOURTH AVENUE, SUITE 210  
LEONIA, N.J. 07024

Sheet 1 of 1

54X45

54X45



**SIXTH AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT**

WKB Associates, Inc., a Kentucky corporation, hereafter referred to as the "Developer," declares this as its Sixth Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

**WITNESSETH:**

A. This is the Sixth Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993 in Deed Book 6357, Page 168 as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994 in Deed Book 6408, Page 69 and as further amended by the Second Amendment to the Master Deed and Declaration of Condominium Property Regime recorded August 4, 1994 in Deed Book 06485, Page 0324, and as further amended by the Third Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 31, 1995 in Deed Book 06551, Page 0999, all in the Office of the Clerk of Jefferson County, Kentucky and as further amended by the Fourth Amendment to Master Deed and Declaration of Condominium Property Regime recorded May 8, 1995 in Deed Book 06587, Page 0177 and as further amended by the Fifth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded October 27, 1995 in Deed Book 06658, Page 0207. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 156 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Buildings 32, 33, 34 and 35 of Greenhurst Section II as further subdivided into four units each denominated A, B, C and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

B. Joining in this instrument is the holder of a mortgage (Mortgage Book 03829, Page 0797), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on the 20<sup>th</sup> day of February, 1996 and the signature of National City Bank (formerly First National Bank) by its duly authorized officer on the date indicated above.

**DEVELOPER:**

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR., Vice-President

**MORTGAGEE:**

## NATIONAL CITY BANK, KENTUCKY

BY: Brian T. McChesney  
 BRIAN T. McCHESNEY, Vice-President

STATE OF KENTUCKY  
 COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Vice-President of WKB & ASSOCIATES, INC., to be the free and voluntary act and deed of WKB & ASSOCIATES, INC., party thereto.

WITNESS my signature this 20<sup>th</sup> day of February, 1996.

My commission expires: 8-17-99

William A. Buckaway, Jr.  
 NOTARY PUBLIC

STATE OF KENTUCKY  
 COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by BRIAN T. McCHESNEY as Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 20<sup>th</sup> day of February, 1996.

My commission expires: 8-17-99

William A. Buckaway, Jr.  
 NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1400 One Riverfront Plaza, Louisville, Kentucky, 40202.

William A. Buckaway, Jr.  
 WILLIAM A. BUCKAWAY, JR.

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WEB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
1A	1250	1163.23	0.60%	429.23	
1B	1777	1641.71	0.85%	427.77	
1C	1777	1637.27	0.85%	431.99	
1D	1250	1160.15	0.60%	429.19	
2A	1250	1156.68	0.60%	431.48	
2B	1777	1631.33	0.85%	431.34	
2C	1777	1636.91	0.85%	432.41	
2D	1250	1154.42	0.60%	433.82	
3A	1250	1158.06	0.60%	432.27	
3B	1777	1640.66	0.85%	433.08	
3C	1777	1639.72	0.85%	433.63	
3D	1250	1160.91	0.60%	433.41	
4A	1250	1161.53	0.60%	433.86	
4B	1777	1643.53	0.85%	435.05	
4C	1777	1646.74	0.86%	431.97	
4D	1250	1162.88	0.60%	434.11	
5A	1250	1166.96	0.61%	433.96	
5B	1777	1643.12	0.85%	436.07	
5C	1777	1642.04	0.85%	435.77	
5D	1250	1162.78	0.60%	433.96	
6A	1250	1160.28	0.60%	437.83	
6B	1777	1633.22	0.85%	435.34	
6C	1777	1640.75	0.85%	435.81	
6D	1250	1156.99	0.60%	429.99	
7A	1250	1162.08	0.60%	429.99	
7B	1777	1639.73	0.85%	435.76	
7C	1777	1642.47	0.85%	428.99	
7D	1250	1161.66	0.60%	431.09	
8A	1250	1164.95	0.60%	429.09	
8B	1777	1639.74	0.85%	429.09	
8C	1777	1642.17	0.85%	431.56	
8D	1250	1160.96	0.60%	430.33	
9A	1250	1163.78	0.60%	433.41	
9B	1777	1640.14	0.85%	434.95	
9C	1777	1649.07	0.86%	432.16	
9D	1250	1163.85	0.60%	435.76	
10A	1250	1160.09	0.60%	434.86	
10B	1777	1642.95	0.85%	433.84	
10C	1777	1641.96	0.85%	430.19	
10D	1250	1167.65	0.61%	431.55	
11A	1250	1175.75	0.61%	424.21	
11B	1777	1640.93	0.85%	434.46	
11C	1777	1643.52	0.85%	430.55	
11D	1250	1163.74	0.60%	434.21	

BOOK 6701 PAGE 561  
EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
12A	1250	1167.44	0.61%	433.98	
12B	1777	1641.32	0.85%	434.69	
12C	1777	1646.87	0.86%	435.15	
12D	1250	1159.89	0.60%	435.43	
13A	1250	1161.24	0.60%	433.75	
13B	1777	1641.35	0.85%	432.52	
13C	1777	1646.07	0.85%	433.52	
13D	1250	1160.37	0.60%	435.77	
14A	1250	1161.83	0.60%	432.03	
14B	1777	1638.25	0.85%	434.51	
14C	1777	1635.64	0.85%	432.82	
14D	1250	1160.34	0.60%	433.82	
15A	1250	1167.16	0.61%	434.21	
15B	1777	1646.74	0.86%	434.21	
15C	1777	1645.41	0.85%	434.21	
15D	1250	1164.99	0.60%	433.52	
16A	1250	1164.16	0.60%	434.21	
16B	1777	1644.74	0.85%	434.76	
16C	1777	1644.75	0.85%	434.76	
16D	1250	1165.07	0.61%	434.21	
17A	1250	1158.90	0.60%	435.77	
17B	1777	1651.03	0.86%	434.66	
17C	1777	1645.10	0.85%	433.20	
17D	1250	1165.77	0.61%	430.95	
18A	1250	1160.91	0.60%	429.96	
18B	1777	1645.03	0.85%	430.29	
18C	1777	1639.05	0.85%	431.76	
18D	1250	1167.88	0.61%	429.73	
19A	1250	1163.43	0.60%	431.41	
19B	1777	1636.54	0.85%	432.90	
19C	1777	1635.64	0.85%	432.52	
19D	1250	1164.62	0.60%	432.52	
20A	1250	1162.16	0.60%	435.99	
20B	1777	1642.79	0.85%	436.19	
20C	1777	1644.85	0.85%	428.42	
20D	1250	1153.62	0.60%	430.04	
21A	1250	1162.73	0.60%	434.69	
21B	1777	1640.20	0.85%	433.08	
21C	1777	1639.30	0.85%	436.72	
21D	1250	1164.96	0.60%	432.62	
22A	1250	1164.44	0.60%	432.14	
22B	1777	1642.29	0.85%	432.14	
22C	1777	1641.57	0.85%	429.67	
22D	1250	1167.21	0.61%	429.67	

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Est % of Project	GARAGE FLOOR (square feet)	POORCH AREA (square feet)
23A	1250	1162.88	0.60%	435.58	
23B	1777	1645.31	0.85%	432.76	
23C	1777	1641.60	0.85%	434.65	
23D	1250	1166.97	0.61%	430.45	
24A	1250	1158.30	0.60%	239.96	
24B	1777	1632.00	0.85%	239.96	
24C	1777	1634.56	0.85%	239.96	
24D	1250	1160.60	0.60%	239.96	
25A	1250	1163.80	0.60%	239.96	
25B	1777	1642.09	0.85%	238.75	
25C	1777	1640.99	0.85%	239.96	
25D	1250	1163.80	0.60%	238.75	
26A	1250	1156.26	0.60%	236.06	
26B	1777	1638.01	0.85%	429.96	
26C	1777	1641.28	0.85%	429.54	
26D	1250	1156.66	0.60%	234.13	
27A	1250	1158.90	0.60%	234.13	
27B	1777	1639.71	0.85%	232.56	
27C	1777	1639.48	0.85%	232.56	
27D	1250	1157.59	0.60%	232.56	
28A	1250	1153.98	0.60%	234.38	
28B	1777	1634.57	0.85%	428.23	
28C	1777	1640.10	0.85%	426.53	
28D	1250	1157.55	0.60%	233.41	
29A	1250	1164.55	0.60%	415.20	
29B	1250	1162.04	0.60%	418.82	
29C	1250	1163.81	0.60%	414.45	
29D	1250	1163.88	0.60%	418.86	
30A	1250	1164.19	0.60%	416.38	
30B	1250	1160.24	0.60%	417.45	
30C	1250	1162.77	0.60%	414.47	
30D	1250	1164.56	0.60%	417.36	
31A	1250	1174.12	0.61%	215.03	
31B	1250	1163.68	0.60%	417.94	
31C	1250	1167.78	0.61%	213.04	
31D	1250	1165.78	0.61%	413.66	
32A	1350	1276.54	0.66%	430.03	183.96
32B	1500	1421.75	0.74%	431.12	164.80
32C	1500	1424.64	0.74%	430.42	166.62
32D	1350	1277.33	0.66%	431.52	184.47
33A	1350	1279.48	0.66%	431.78	186.74
33B	1500	1422.24	0.74%	430.68	165.09
33C	1500	1423.10	0.74%	430.59	165.07
33D	1350	1275.95	0.66%	429.50	185.13

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
34A	1350	1277.89	0.66%	432.00	186.17
34B	1500	1429.28	0.74%	430.47	163.61
34C	1500	1423.99	0.74%	431.60	161.76
34D	1350	1278.12	0.66%	430.07	179.97
35A	1350	1277.67	0.66%	429.52	183.88
35B	1500	1423.13	0.74%	429.96	165.45
35C	1500	1423.52	0.74%	432.48	165.55
35D	1350	1275.19	0.66%	432.92	183.39
TOTALS:	207312	192566.94	100.00%	56810.58	2791.66

\* Living areas calculated from inside dimensions per Ky. law.

WKB

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 54 PAGE 41-45  
FILE NO. 809

21042  
Document No: 1996021042  
Lodged By: DOBBINS  
Recorded On: Feb 20, 1996 03:42:49 P.M.  
Total Fees: \$93.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END OF DOCUMENT

P

**BOOK 6739 PAGE 854**  
**SEVENTH AMENDMENT**  
**TO**  
**MASTER DEED AND DECLARATION OF**  
**CONDOMINIUM PROPERTY REGIME**  
**OF**  
**GREENHURST CONDOMINIUM DEVELOPMENT**

WKB Associates, Inc., a Kentucky corporation, hereafter referred to as the "Developer," declares this as its Seventh Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

**WITNESSETH:**

A. This is the Seventh Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993 in Deed Book 6357, Page 168 as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994 in Deed Book 6408, Page 69 and as further amended by the Second Amendment to the Master Deed and Declaration of Condominium Property Regime recorded August 4, 1994 in Deed Book 06485, Page 0324, and as further amended by the Third Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 31, 1995 in Deed Book 06551, Page 0999, all in the Office of the Clerk of Jefferson County, Kentucky and as further amended by the Fourth Amendment to Master Deed and Declaration of Condominium Property Regime recorded May 8, 1995 in Deed Book 06587, Page 0177 and as further amended by the Fifth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded October 27, 1995 in Deed Book 06658, Page 0207 and as further amended by the Sixth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded February 20, 1996 in Deed Book 6701, Page 558. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 156 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment incorporates additional units in Building 36 of Greenhurst Section II as further subdivided into four units each denominated A, B, C and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

B. Joining in this instrument is the holder of a mortgage (Mortgage Book 03829, Page 0797), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the

Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on the 22<sup>nd</sup> day of May, 1996 and the signature of National City Bank (formerly First National Bank) by its duly authorized officer on the date indicated above.

DEVELOPER:

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR., Vice-President

MORTGAGEE:

NATIONAL CITY BANK, KENTUCKY

BY: Brian T. McChesney  
BRIAN T. McCHESNEY, Vice-President

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Vice-President of WKB & ASSOCIATES, INC., to be the free and voluntary act and deed of WKB & ASSOCIATES, INC., party thereto.

WITNESS my signature this 22<sup>nd</sup> day of May, 1996.

My commission expires: August 17, 1999

William A. Brinkman  
NOTARY PUBLIC

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and



County and was executed and acknowledged by BRIAN T. McCHESNEY as Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 21 day of May, 1996.

My commission expires: March 21 1999

Lita Armstrong  
NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1400 One Riverfront Plaza, Louisville, Kentucky, 40202.

William A. Buckaway, Jr.  
WILLIAM A. BUCKAWAY, JR.

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
1A	1250	1163.23	0.59%	429.23	
1B	1777	1641.71	0.83%	427.77	
1C	1777	1637.27	0.83%	431.99	
1D	1250	1160.15	0.59%	429.19	
2A	1250	1156.68	0.58%	431.48	
2B	1777	1631.33	0.82%	431.34	
2C	1777	1636.91	0.83%	432.41	
2D	1250	1154.42	0.58%	433.82	
3A	1250	1158.06	0.59%	432.27	
3B	1777	1640.66	0.83%	433.08	
3C	1777	1639.72	0.83%	433.63	
3D	1250	1160.91	0.59%	433.41	
4A	1250	1161.53	0.59%	433.86	
4B	1777	1643.53	0.83%	435.05	
4C	1777	1646.74	0.83%	431.97	
4D	1250	1162.88	0.59%	434.11	
5A	1250	1166.96	0.59%	433.96	
5B	1777	1643.12	0.83%	436.07	
5C	1777	1642.04	0.83%	435.77	
5D	1250	1162.78	0.59%	433.96	
6A	1250	1160.28	0.59%	437.83	
6B	1777	1633.22	0.83%	435.34	
6C	1777	1640.75	0.83%	435.81	
6D	1250	1156.99	0.58%	429.99	
7A	1250	1162.08	0.59%	429.99	
7B	1777	1639.73	0.83%	435.76	
7C	1777	1642.47	0.83%	428.99	
7D	1250	1161.68	0.59%	431.09	
8A	1250	1164.95	0.59%	429.09	
8B	1777	1639.74	0.83%	429.09	
8C	1777	1642.17	0.83%	431.56	
8D	1250	1160.96	0.59%	430.33	
9A	1250	1163.78	0.59%	433.41	
9B	1777	1640.14	0.83%	434.95	
9C	1777	1649.07	0.83%	432.16	
9D	1250	1163.85	0.59%	435.76	
10A	1250	1160.09	0.59%	434.86	
10B	1777	1642.95	0.83%	433.84	
10C	1777	1641.96	0.83%	430.19	
10D	1250	1167.65	0.59%	431.55	
11A	1250	1175.75	0.59%	424.21	
11B	1777	1640.93	0.83%	434.46	
11C	1777	1643.52	0.83%	430.55	
11D	1250	1163.74	0.59%	434.21	

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
12A	1250	1167.44	0.59%	433.98	
12B	1777	1641.32	0.83%	434.69	
12C	1777	1646.87	0.83%	435.15	
12D	1250	1159.89	0.59%	435.43	
13A	1250	1161.24	0.59%	433.75	
13B	1777	1641.35	0.83%	432.52	
13C	1777	1646.07	0.83%	433.52	
13D	1250	1160.37	0.59%	435.77	
14A	1250	1161.83	0.59%	432.03	
14B	1777	1638.25	0.83%	434.51	
14C	1777	1635.64	0.83%	432.82	
14D	1250	1160.34	0.59%	433.82	
15A	1250	1167.16	0.59%	434.21	
15B	1777	1646.74	0.83%	434.21	
15C	1777	1645.41	0.83%	434.21	
15D	1250	1164.99	0.59%	433.52	
16A	1250	1164.16	0.59%	434.21	
16B	1777	1644.74	0.83%	434.76	
16C	1777	1644.75	0.83%	434.76	
16D	1250	1165.07	0.59%	434.21	
17A	1250	1158.90	0.59%	435.77	
17B	1777	1651.03	0.83%	434.66	
17C	1777	1645.10	0.83%	433.20	
17D	1250	1165.77	0.59%	430.95	
18A	1250	1160.91	0.59%	429.96	
18B	1777	1645.03	0.83%	430.29	
18C	1777	1639.05	0.83%	431.76	
18D	1250	1167.88	0.59%	429.73	
19A	1250	1163.43	0.59%	431.41	
19B	1777	1636.54	0.83%	432.90	
19C	1777	1635.64	0.83%	432.52	
19D	1250	1164.62	0.59%	432.52	
20A	1250	1162.16	0.59%	435.99	
20B	1777	1642.79	0.83%	436.19	
20C	1777	1644.85	0.83%	428.42	
20D	1250	1153.62	0.58%	430.04	
21A	1250	1162.73	0.59%	434.69	
21B	1777	1640.20	0.83%	433.08	
21C	1777	1639.30	0.83%	436.72	
21D	1250	1164.96	0.59%	432.62	
22A	1250	1164.44	0.59%	432.14	
22B	1777	1642.29	0.83%	432.14	
22C	1777	1641.57	0.83%	429.67	
22D	1250	1167.21	0.59%	429.67	

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
23A	1250	1162.88	0.59%	435.58	
23B	1777	1645.31	0.83%	432.76	
23C	1777	1641.60	0.83%	434.65	
23D	1250	1166.97	0.59%	430.45	
24A	1250	1158.30	0.59%	239.96	
24B	1777	1632.00	0.82%	239.96	
24C	1777	1634.56	0.83%	239.96	
24D	1250	1160.60	0.59%	239.96	
25A	1250	1163.80	0.59%	239.96	
25B	1777	1642.09	0.83%	238.75	
25C	1777	1640.99	0.83%	239.96	
25D	1250	1163.80	0.59%	238.75	
26A	1250	1156.26	0.58%	236.06	
26B	1777	1638.01	0.83%	429.96	
26C	1777	1641.28	0.83%	429.54	
26D	1250	1156.66	0.58%	234.13	
27A	1250	1158.90	0.59%	234.13	
27B	1777	1639.71	0.83%	232.56	
27C	1777	1639.48	0.83%	232.56	
27D	1250	1157.59	0.58%	232.56	
28A	1250	1153.98	0.58%	234.38	
28B	1777	1634.57	0.83%	428.23	
28C	1777	1640.10	0.83%	426.53	
28D	1250	1157.55	0.58%	233.41	
29A	1250	1164.55	0.59%	415.20	
29B	1250	1162.04	0.59%	418.82	
29C	1250	1163.81	0.59%	414.45	
29D	1250	1163.88	0.59%	418.86	
30A	1250	1164.19	0.59%	416.38	
30B	1250	1160.24	0.59%	417.45	
30C	1250	1162.77	0.59%	414.47	
30D	1250	1164.56	0.59%	417.36	
31A	1250	1174.12	0.59%	215.03	
31B	1250	1163.68	0.59%	417.94	
31C	1250	1167.78	0.59%	213.04	
31D	1250	1165.78	0.59%	413.66	
32A	1350	1276.54	0.64%	430.03	183.96
32B	1500	1421.75	0.72%	431.12	164.80
32C	1500	1424.64	0.72%	430.42	166.62
32D	1350	1277.33	0.65%	431.52	184.47
33A	1350	1279.48	0.65%	431.78	186.74
33B	1500	1422.24	0.72%	430.68	165.09
33C	1500	1423.10	0.72%	430.59	165.07
33D	1350	1275.95	0.64%	429.50	185.13

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
34A	1350	1277.89	0.65%	432.00	186.17
34B	1500	1429.28	0.72%	430.47	163.61
34C	1500	1423.99	0.72%	431.60	161.76
34D	1350	1278.12	0.65%	430.07	179.97
35A	1350	1277.67	0.65%	429.52	183.88
35B	1500	1423.13	0.72%	429.96	165.45
35C	1500	1423.52	0.72%	432.48	165.55
35D	1350	1275.19	0.64%	432.92	183.39
36A	1350	1268.83	0.64%	430.99	188.04
36B	1500	1419.06	0.72%	430.55	166.30
36C	1500	1419.13	0.72%	430.20	166.25
36D	1350	1271.23	0.64%	429.76	184.61
TOTALS:	213012	197945.19	100.00%	58532.08	3496.86

\* Living areas calculated from inside dimensions per Ky. law.

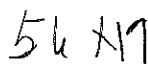
exhibit b

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 65 PAGE 44-45  
FILE NO. 630

67496

Document No: 1996067496  
Lodged By: BUCKAWAY  
Recorded On: May 22, 1996 11:54:17 A.M.  
Total Fees: \$50.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: BLORIA

END OF DOCUMENT



GREENHUT

WKB ASSOCIATES, INC.  
TIMBERWOOD CIRCLE SUITE 210  
LOUISVILLE, KY. 40223

**SABAK, WILSON & LINGO, INC.**  
ENGINEERS, ARCHITECTS & PLANNERS



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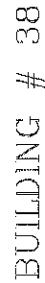
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#### 4. LEQDQ

— Indicates Common Elements.

Indices Change in Elevation



GREENHURST

014-738-369-46523  
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 Quesito 14 Set 5

61 x 75

Document No: 199/2006-05  
 Ledger Ref: 1000000000  
 Authorized On Jan 25, 2006 Developer P. M.

1998

67-84895





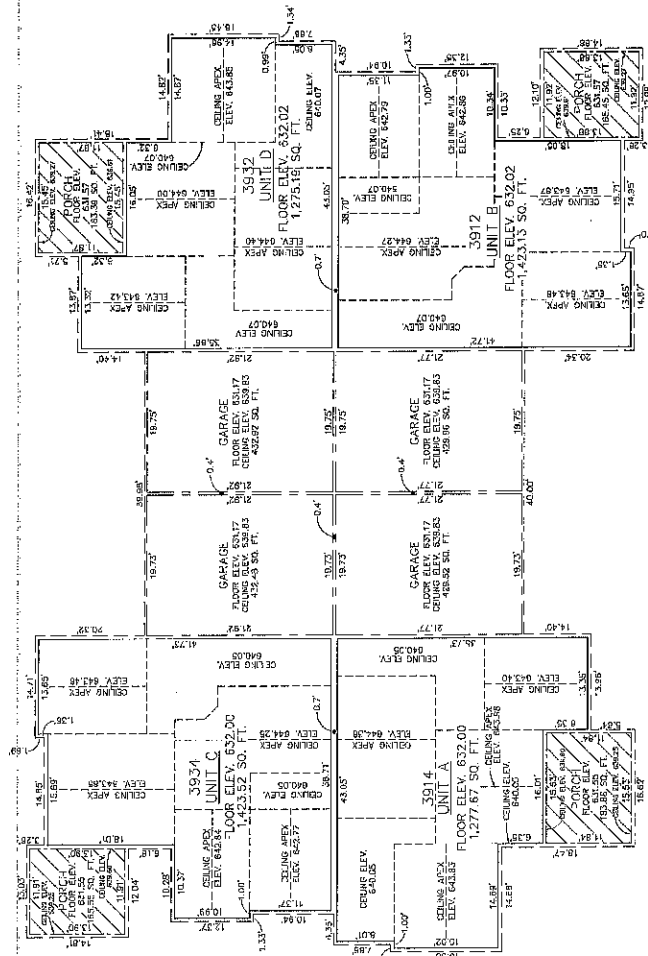
56 X 21

56 X 21

1. Each condominium unit consists of the space bounded by a vertical projection of the condominium wall boundary and the horizontal projection of the floor and ceiling elevations noted above.
2. Elevation shown to feet are based on Mississippi State District datum. The bench mark, feet and ceiling elevations refer to this datum.
3. All interior angles of condominium are 90° unless otherwise noted.

4. LEGEND

- Boundary of Condominium Unit.
- Indicates Common Elements.
- /// Indicates Limited Common Elements.
- Indicates Change in Elevation



BUILDING # 35



Revised for Submittal  
Drawing No. 35-1  
Issued the 10th day of May, 1995  
SABAK, WILSON & LINGO, INC.  
Professional Seal  
Architect License No. 100  
Louisiana State Board of Architecture

RECEIVED  
OFFICE OF THE CLERK OF THE DISTRICT COURT  
JAN 11 1996  
JAN 11 1996

**SABAK, WILSON & LINGO, INC.**  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
LOUISIANA ARCHITECT NO. 100  
1000 WEST MARKET STREET  
SUITE 210  
LOUISVILLE, KY 40203

Scale: 1/4" = 1'-0"  
Date: 5/10/95  
Sheet: 35-1

**GREENHURST**  
AT HUDSTOUN PARKWAY

CONDOMINIUMS

WB ASSOCIATES, INC.  
10503 TIMBERWOOD CIRCLE SUITE 210  
LOUISVILLE, KY 40223

56 X 21

56 X 21

**EIGHTH AND FINAL AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT**

WKB Associates, Inc., a Kentucky corporation, hereafter referred to as the "Developer," declares this as its Seventh Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

**WITNESSETH:**

A. This is the Seventh Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993 in Deed Book 6357, Page 168 as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994 in Deed Book 6408, Page 69 and as further amended by the Second Amendment to the Master Deed and Declaration of Condominium Property Regime recorded August 4, 1994 in Deed Book 06485, Page 0324, and as further amended by the Third Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 31, 1995 in Deed Book 06551, Page 0999, all in the Office of the Clerk of Jefferson County, Kentucky and as further amended by the Fourth Amendment to Master Deed and Declaration of Condominium Property Regime recorded May 8, 1995 in Deed Book 06587, Page 0177 and as further amended by the Fifth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded October 27, 1995 in Deed Book 06658, Page 0207 and as further amended by the Sixth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded February 20, 1996 in Deed Book 6701, Page 558. This amendment is contemplated by and made pursuant to Section W of said Master Deed wherein the Developer reserved specific rights to expand the Regime to include additional land and units (totaling no more than 156 units). Therefore, Developer hereby amends and modifies said Master Deed as follows:

This Amendment corrects the street address of units located in Building 35; and incorporates additional units in Buildings 37, 38 and 39 as further subdivided into four units each denominated A, B, C and D as more particularly described in Exhibit B attached hereto and made a part hereof, which Exhibit shall constitute new Exhibit B of the Master Deed.

This is the Final Amendment to the Master Deed of Greenhurst Condominium Development. Exhibit B to this instrument constitutes the final calculation of ownership of each individual unit in the total

development.

B. Joining in this instrument is the holder of a mortgage (Mortgage Book 03829, Page 0797), recorded in the Jefferson County Clerk's Office, on the property being submitted herein for a Condominium Property Regime, to indicate its consent thereto, the Developer agreeing the lien rights are hereby transferred to the individual Units of the Condominium Project hereby established.

WITNESS the signature of the Developer by its duly authorized officer on the 21<sup>st</sup> day of June, 1996 and the signature of National City Bank (formerly First National Bank) by its duly authorized officer on the date indicated above.

DEVELOPER:

WKB ASSOCIATES, INC.

BY: William F. Koch, Jr.  
WILLIAM F. KOCH, JR., Vice-President

MORTGAGEE:

NATIONAL CITY BANK, KENTUCKY

BY: Brian T. McChesney  
BRIAN T. MCCHESNEY, Vice-President

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by WILLIAM F. KOCH, JR. as Vice-President of WKB & ASSOCIATES, INC., to be the free and voluntary act and deed of WKB & ASSOCIATES, INC., party thereto.

WITNESS my signature this 21<sup>st</sup> day of June, 1996.

My commission expires: August 17, 1999


William A. Beuchamp  
NOTARY PUBLIC

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by BRIAN T. McCHESNEY as Vice-President of NATIONAL CITY BANK, KENTUCKY to be the free and voluntary act and deed of NATIONAL CITY BANK, KENTUCKY, party thereto.

WITNESS my signature this 21<sup>st</sup> day of June, 1996.

My commission expires: August 17, 1998.

  
NOTARY PUBLIC

The foregoing instrument was prepared by WILLIAM A. BUCKAWAY, JR., Attorney at Law, 1400 One Riverfront Plaza, Louisville, Kentucky, 40202.

  
WILLIAM A. BUCKAWAY, JR.

## EXHIBIT B

BOOK 6753 PAGE 159

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
1A	1250	1163.23	0.548	429.23	
1B	1777	1641.71	0.778	427.77	
1C	1777	1637.27	0.768	431.99	
1D	1250	1160.15	0.548	429.19	
2A	1250	1156.68	0.548	431.48	
2B	1777	1631.33	0.768	431.34	
2C	1777	1636.91	0.768	432.41	
2D	1250	1154.42	0.548	433.82	
3A	1250	1158.06	0.548	432.27	
3B	1777	1640.66	0.778	433.08	
3C	1777	1639.72	0.778	433.63	
3D	1250	1160.91	0.548	433.41	
4A	1250	1161.53	0.548	433.86	
4B	1777	1643.53	0.778	435.05	
4C	1777	1646.74	0.778	431.97	
4D	1250	1162.88	0.548	434.11	
5A	1250	1166.96	0.548	433.96	
5B	1777	1643.12	0.778	436.07	
5C	1777	1642.04	0.778	435.77	
5D	1250	1162.78	0.548	433.96	
6A	1250	1160.28	0.548	437.83	
6B	1777	1633.22	0.768	435.34	
6C	1777	1640.75	0.778	435.81	
6D	1250	1156.99	0.548	429.99	
7A	1250	1162.08	0.548	429.99	
7B	1777	1639.73	0.778	435.76	
7C	1777	1642.47	0.778	428.99	
7D	1250	1161.68	0.548	431.09	
8A	1250	1164.95	0.548	429.09	
8B	1777	1639.74	0.778	429.09	
8C	1777	1642.17	0.778	431.56	
8D	1250	1160.96	0.548	430.33	
9A	1250	1163.78	0.548	433.41	
9B	1777	1640.14	0.778	434.95	
9C	1777	1649.07	0.778	432.16	
9D	1250	1163.85	0.548	435.76	
10A	1250	1160.09	0.548	434.86	
10B	1777	1642.95	0.778	433.84	
10C	1777	1641.96	0.778	430.19	
10D	1250	1167.65	0.558	431.55	
11A	1250	1178.75	0.558	424.21	
11B	1777	1640.93	0.778	434.46	
11C	1777	1643.52	0.778	430.55	
11D	1250	1163.74	0.548	434.21	

## EXHIBIT B

Project: GREENHURST PATIO HOMES  
WKS ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
12A	1250	1167.44	0.55%	433.98	
12B	1777	1641.32	0.77%	434.69	
12C	1777	1646.87	0.77%	435.15	
12D	1250	1159.89	0.54%	435.43	
13A	1250	1161.24	0.54%	433.75	
13B	1777	1641.35	0.77%	432.52	
13C	1777	1646.07	0.77%	433.52	
13D	1250	1160.37	0.54%	435.77	
14A	1250	1161.83	0.54%	432.03	
14B	1777	1638.25	0.77%	434.51	
14C	1777	1635.64	0.76%	432.82	
14D	1250	1160.34	0.54%	433.82	
15A	1250	1167.16	0.55%	434.21	
15B	1777	1646.74	0.77%	434.21	
15C	1777	1645.41	0.77%	434.21	
15D	1250	1164.99	0.54%	433.52	
16A	1250	1164.16	0.54%	434.21	
16B	1777	1644.74	0.77%	434.76	
16C	1777	1644.75	0.77%	434.76	
16D	1250	1165.07	0.54%	434.21	
17A	1250	1158.90	0.54%	435.77	
17B	1777	1651.03	0.77%	434.66	
17C	1777	1645.10	0.77%	433.20	
17D	1250	1165.77	0.54%	430.95	
18A	1250	1160.91	0.54%	429.96	
18B	1777	1645.03	0.77%	430.29	
18C	1777	1639.05	0.77%	431.76	
18D	1250	1167.88	0.55%	429.73	
19A	1250	1163.43	0.54%	431.41	
19B	1777	1636.54	0.76%	432.90	
19C	1777	1635.64	0.76%	432.52	
19D	1250	1164.62	0.54%	432.52	
20A	1250	1162.16	0.54%	435.99	
20B	1777	1642.79	0.77%	436.19	
20C	1777	1644.85	0.77%	428.42	
20D	1250	1153.62	0.54%	430.04	
21A	1250	1162.73	0.54%	434.69	
21B	1777	1640.20	0.77%	433.08	
21C	1777	1639.30	0.77%	436.72	
21D	1250	1164.96	0.54%	432.62	
22A	1250	1164.44	0.54%	432.14	
22B	1777	1642.29	0.77%	432.14	
22C	1777	1641.57	0.77%	429.67	
22D	1250	1167.21	0.55%	429.67	

## EXHIBIT B

BOOK 6753 PAGE 161

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
23A	1250	1162.88	0.548	435.58	
23B	1777	1645.31	0.778	432.76	
23C	1777	1641.60	0.778	434.65	
23D	1250	1166.97	0.548	430.45	
24A	1250	1158.30	0.548	239.96	
24B	1777	1632.00	0.768	239.96	
24C	1777	1634.56	0.768	239.96	
24D	1250	1160.60	0.548	239.96	
25A	1250	1163.80	0.548	239.96	
25B	1777	1642.09	0.778	238.75	
25C	1777	1640.99	0.778	239.96	
25D	1250	1163.80	0.548	238.75	
26A	1250	1156.26	0.548	236.06	
26B	1777	1638.01	0.768	429.96	
26C	1777	1641.28	0.778	429.54	
26D	1250	1156.66	0.548	234.13	
27A	1250	1158.90	0.548	234.13	
27B	1777	1639.71	0.778	232.56	
27C	1777	1639.48	0.778	232.56	
27D	1250	1157.59	0.548	232.56	
28A	1250	1153.98	0.548	234.38	
28B	1777	1634.57	0.768	428.23	
28C	1777	1640.10	0.778	426.53	
28D	1250	1157.55	0.548	233.41	
29A	1250	1164.55	0.548	415.20	
29B	1250	1162.04	0.548	418.82	
29C	1250	1163.81	0.548	414.45	
29D	1250	1163.88	0.548	418.86	
30A	1250	1164.19	0.548	416.38	
30B	1250	1160.24	0.548	417.45	
30C	1250	1162.77	0.548	414.47	
30D	1250	1164.56	0.548	417.36	
31A	1250	1174.12	0.558	215.03	
31B	1250	1163.68	0.548	417.94	
31C	1250	1167.78	0.558	213.04	
31D	1250	1165.78	0.548	413.66	
32A	1350	1276.54	0.608	430.03	183.96
32B	1500	1421.75	0.668	431.12	164.80
32C	1500	1424.64	0.678	430.42	166.62
32D	1350	1277.33	0.608	431.52	184.47
33A	1350	1279.48	0.608	431.78	186.74
33B	1500	1422.24	0.668	430.68	165.09
33C	1500	1423.10	0.668	430.59	165.07
33D	1350	1275.95	0.608	429.50	185.13



## EXHIBIT B

Project: GREENBURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	PORCH AREA (square feet)
34A	1350	1277.89	0.60%	432.00	186.17
34B	1500	1429.28	0.67%	430.47	163.61
34C	1500	1423.99	0.67%	431.60	161.76
34D	1350	1278.12	0.60%	430.07	179.97
35A	1350	1277.67	0.60%	429.52	183.88
35B	1500	1423.13	0.66%	429.96	165.43
35C	1500	1423.52	0.66%	432.48	165.55
35D	1350	1275.19	0.60%	432.92	183.39
36A	1350	1268.83	0.59%	430.99	188.04
36B	1500	1419.06	0.66%	430.55	166.30
36C	1500	1419.13	0.66%	430.20	166.25
36D	1350	1271.23	0.59%	429.76	184.61
37A	1350	1272.24	0.59%	431.28	183.72
37B	1500	1421.58	0.66%	431.28	163.58
37C	1500	1417.99	0.66%	427.92	165.66
37D	1350	1273.06	0.59%	427.92	185.56
38A	1350	1277.93	0.60%	430.79	187.50
38B	1500	1420.01	0.66%	430.57	164.73
38C	1500	1424.12	0.67%	431.38	165.39
38D	1350	1279.87	0.60%	431.16	186.12
39A	1350	1275.24	0.60%	429.46	183.86
39B	1500	1419.48	0.66%	428.38	165.31
39C	1500	1421.44	0.66%	430.06	163.31
39D	1350	1278.77	0.60%	428.97	186.52
TOTALS:	230112	214126.92	100.00%	63691.25	5598.12

\* Living areas calculated from inside dimensions per Ky. law.

exhibit

CONDOMINIUM  
OR  
EPT. OWNERSHIP  
BOOK 56 PAGE 17-21  
FILE NO. 846

82640  
Document No: 1996082640  
Lodged By: BUCKAWAY  
Recorded On: Jun 21, 1996 12:03:27 P.M.  
Total Fees: \$95.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: PAT

END OF DOCUMENT

**NINTH AND FINAL AMENDMENT  
TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF  
GREENHURST CONDOMINIUM DEVELOPMENT**

Greenhurst Condominium Association, Inc., a Kentucky corporation, hereafter referred to as the "Association," declares this as its Ninth Amendment to its plan for ownership in condominium of certain property on Hurstbourne Parkway, Jefferson County, Kentucky.

**WITNESSETH:**

A. This is the Ninth Amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development originally dated and recorded September 14, 1993, in Deed Book 6357, Page 168 as amended by Deed of Correction dated and recorded on January 11, 1994, in Deed Book 6406, Page 442, and as further amended by the First Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 14, 1994, in Deed Book 6408, Page 69 and as further amended by the Second Amendment to Master Deed and Declaration of Condominium Property Regime recorded August 4, 1994, in Deed Book 06485, Page 0324, and as further amended by the Third Amendment to Master Deed and Declaration of Condominium Property Regime recorded January 31, 1995, in Deed Book 06551, Page 0999, all in the Office of the Clerk of Jefferson County, Kentucky, and as further amended by the Fourth Amendment to Master Deed and Declaration of Condominium Property Regime recorded May 8, 1995, in Deed Book 06587, Page 0177, and as further amended by the Fifth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded October 27, 1995, in Deed Book 06658, Page 0207, and as further amended by the Sixth Amendment to the Master Deed and Declaration of Condominium Property Regime recorded February 20, 1996, in Deed Book 6701, Page 558. This amendment is contemplated by and made pursuant to Article VI, Section N, Parts 1 and 2 of said Master Deed necessary to properly effect insurance coverage. Therefore, Association hereby amends and modifies said Master Deed as follows:

1. The Master Insurance Policy shall be purchased by the Board for the benefit of the Council, the Unit owners and their mortgagees as their interests may appear, subject to the provisions of this Declaration and the By-Laws (and provisions shall be made for the insurance of appropriate mortgage endorsements to the mortgagees of the unit owners). The condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurance replacement value (i.e. 100% of replacement cost) thereof (exclusive of excavations and foundations) as determined annually by the Board with assistance of the insurance company affording such coverage. The policy shall cover all the improvements on the property except those made by

a Co-owner at his expense and shall contain "agreed amount" and "condominium replacement cost" endorsements. Such coverage shall afford protection against:

- i.) Loss or damage by fire, vandalism, malicious mischief, windstorms, water damage and other hazards covered by the standard extended coverage endorsement; and
- ii.) Such other risks as shall customarily be covered with respect to projects similar in constructions, locations and use.

Such coverage shall insure the buildings (including all of the Units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Co-owners) and other Condominium property. The condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board, which in no event shall be less than Three Hundred Thousand Dollars (\$300,000.00) with respect to any individual and One Million Dollars (\$1,000,000.00) with respect to any one accident or occurrence and Fifty Thousand Dollars (\$50,000.00) with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, the Board and each individual Co-owner. In addition to the foregoing, the Board may obtain such additional insurance coverage as it may in its sole discretion deem advisable and appropriate.

2. Individual Policies. Any Co-owner and any mortgagee may obtain additional insurance (including a condominium unit-owner's endorsement for improvements and betterments to a unit made or acquired at the expense of the Co-owner) at his own expense. The Grantor recommends that each Co-owner in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Board, a "Tenant Homeowner's Policy" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the Co-owner.

No Co-owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time; the Board may require that each Co-owner file with the Council a copy of each individual policy of insurance purchased by the Co-owner within thirty (30) days after its purchase; the Board may also

BOOK 7124 PAGE 0641

require that each Co-owner notify the Council of all improvements made to his unit having a value in excess of One Thousand Dollars (\$1,000.00).

3. Limitations. Any insurance obtained pursuant to the requirements of this article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Kentucky and hold a rating of "BBB" or better in Best's Insurance Guide.

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereon, including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect, restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board (or any Insurance Trustee) or when in conflict with the provisions of these By-Laws or the provisions of Horizontal Property Law of Kentucky.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-owners, the Council, the Board, the managing agent, if any, and their respective agents, employees or invitees and any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be canceled, invalidated or suspended on account of the conduct of one or more of the individual Co-owners; (ii) that they may not be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with the appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of any officer or employee within the allotted time, the policies may still not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured including all mortgagees and Co-owners.

WITNESS the signature of the Association by its duly authorized officer on the 15 day of October, 1998.

ASSOCIATION:

GREENHURST CONDOMINIUM ASSOCIATION,  
INC.

By: Ann Plamp, President  
Ann Plamp, President

STATE OF KENTUCKY     )  
                                      ) SS:  
COUNTY OF JEFFERSON )

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said State and County and was executed and acknowledged by Ann Plamp as President of GREENHURST CONDOMINIUM ASSOCIATION, INC., to be the free and voluntary act and deed of GREENHURST CONDOMINIUM ASSOCIATION, INC., party thereto.

WITNESS my signature this 15 day of October, 1998.

Notary Public, State of Large, KY  
My commission expires Dec. 10, 2001

My Commission expires:



James H. Cordes  
NOTARY PUBLIC

The foregoing instrument was prepared by  
TIMOTHY M. MULLOY, Attorney at Law,  
231 S. Fifth Street, Louisville, Ky 40202.

Timothy M. Mulloy  
TIMOTHY M. MULLOY

Document No.: DN199816777  
Lodged By: GREENHURST  
Recorded On: 10/19/1998 09:50:05  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: DENKIN

END OF DOCUMENT

**AMENDMENT TO MASTER DEED**  
**AND DECLARATION OF CONDOMINIUM PROPERTY REGIME**  
**OF GREENHURST CONDOMINIUM ASSOCIATION, INC.**

The Board of Administration of Greenhurst Condominium Association, Inc hereby gives notice this 18<sup>th</sup> day of June, 2001, of its adoption of the following amendment to the Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development recorded in Deed Book 6357, Page 168, in the office of the County Clerk of Jefferson County, Kentucky, and the Deed of Correction to Master Deed and Declaration of Condominium Property Regime of Greenhurst Condominium Development recorded in Deed Book 6406, Page 442, in the Clerk's office aforesaid, and any subsequent amendments thereto, all of which are collectively referred to herein as the "Master Deed"

**WITNESSETH:**

**WHEREAS**, the Board of Administration of Greenhurst Condominium Development (the "Board") wishes to amend the Master Deed to prohibit the leasing or rental of any Unit of the Association as set forth more particularly herein, and,

**WHEREAS**, this amendment was adopted by a vote of more than 50% of the owners of the Units as shown by the signatures of the Unit owners attached hereto and incorporated herein by reference as Exhibit "A"

**NOW, THEREFORE**, the Master Deed is hereby amended as follows and no further

Paragraph G is amended to include the following sub-paragraph

4 No owner of a Unit may lease said Unit unless a) the owner or spouse living with him or her is transferred out of state by his or her employer, or b) the owner is moving to a nursing home for medical reasons, or c) the owner dies and the title is in the estate or a testamentary trust and there is no surviving spouse who lived with the deceased Unit owner. If any of these three circumstances exist, then the owner or his or her personal representative may lease said Unit provided that

1) Any lease of said Unit shall be in writing and a copy of said lease shall be delivered to the Board for its pre-approval no

later than ten days prior to the time the term of the lease is to commence,

ii) Any such lease shall be consistent with the provisions of the Master Deed, the Bylaws of the Association, and rules and regulations of the Association, all of which as may be amended from time to time,

iii) Such lease shall be for a term of no more than one year and shall not contain any provision for renewal or extension, the intent of this amendment to allow one year only for the rental of a Unit as an accommodation to the Unit owners in the situations as enumerated above. Subsequent lease terms may be permitted provided the same circumstances which existed prior to the first leased term still exists and any such extension or subsequent lease term shall be subject to prior approval by the Board,

iv) The Board shall have the power to terminate such lease and/or bring proceedings to evict any tenant in the name of the landlord in the event of any default by the tenant in the performance of the lease or if the tenant violates any of the restrictions contained in the Master Deed, Bylaws, or project rules of the Association. Such action may be commenced without any prior notice of such default by the tenant and the Unit owner shall be responsible for the payment of all sums due the Association, including the reasonable attorney fees incurred by the Association in enforcing this provision.

The Master Deed is amended as set forth above and no further and is restated and incorporated herein by reference.

WITNESS my hand this 18<sup>th</sup> day of June, 2001

BOARD OF ADMINISTRATION OF  
CO-OWNERS OF GREENHURST  
CONDOMINIUM ASSOCIATION, INC.

BY Ann A. Alamp  
PRESIDENT, BOARD OF  
DIRECTORS

DB 17674PG0177

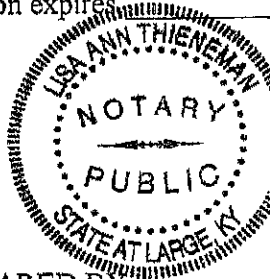
STATE OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged and sworn to before me this 18<sup>th</sup> day of JUNE, 2001,  
by Ann Plamp as President of the Board of Administration of Co-Owners of  
Greenhurst Condominium Association, Inc

My Commission expires

MY COMMISSION EXPIRES 2/4/2002



Lisa A. Thieneman  
NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY

MORGAN & POTTINGER P S C

BY

Mark J Sandlin  
MARK J SANDLIN

601 West Main Street

Louisville, Kentucky 40202

(502) 589-2780



DB 07674 PG 0178

I VOTE IN FAVOR OF THE PROPOSED CHANGE  
IN THE MASTER DEED AS IT RELATES TO THE  
RESTRICTIONS ON UNIT RENTALS

PLEASE SIGN YOUR NAME ON THE LINE IN WHICH YOUR UNIT NUMBER  
APPEARS

## EXHIBIT A DB 7674PG0179

Project: GREENBURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	Signature
1A	1250	1163.23	0.54%	429.23	Wladimir Melcar
1B	1777	1641.71	0.77%	427.77	
1C	1777	1637.27	0.76%	431.99	Ann Plomp
1D	1250	1160.15	0.54%	429.19	Jean Scott
2A	1250	1156.68	0.54%	433.48	Mary A. Noonan
2B	1777	1631.33	0.76%	431.34	Mr. Robert Dilla
2C	1777	1636.91	0.76%	432.41	Katherine Clark
2D	1250	1154.42	0.54%	433.82	Mr. B. Buckner
3A	1250	1152.06	0.54%	432.27	Ann Plomp
3B	1777	1640.66	0.77%	433.08	Mary A. Tucker
3C	1777	1639.72	0.77%	433.63	Thomas Plomp
3D	1250	1160.91	0.54%	433.41	Walter E. Steber
4A	1250	1161.53	0.54%	433.86	
4B	1777	1643.53	0.77%	435.05	Elizabeth K. Plomp
4C	1777	1646.74	0.77%	431.97	Thelma Plomp
4D	1250	1162.88	0.54%	434.11	E. Plomp
5A	1250	1165.96	0.54%	433.96	
5B	1777	1643.12	0.77%	436.07	
5C	1777	1642.04	0.77%	435.77	
5D	1250	1162.78	0.54%	433.96	
6A	1250	1160.28	0.54%	437.83	Martha Plomp
6B	1777	1633.22	0.76%	435.34	Mary Ann Plomp
6C	1777	1640.75	0.77%	435.81	W. Plomp
6D	1250	1156.99	0.54%	429.99	Ann Plomp
7A	1250	1162.08	0.54%	429.99	Ann Plomp
7B	1777	1639.73	0.77%	435.76	Thomas Plomp
7C	1777	1642.47	0.77%	428.99	Jean King
7D	1250	1161.68	0.54%	431.09	
8A	1250	1164.95	0.54%	429.09	John Plomp
8B	1777	1639.74	0.77%	429.09	Thomas Plomp
8C	1777	1642.17	0.77%	431.56	Ann Plomp
8D	1250	1160.96	0.54%	430.33	
9A	1250	1163.78	0.54%	433.41	
9B	1777	1640.14	0.77%	434.95	
9C	1777	1649.07	0.77%	432.16	Jane Kaiser
9D	1250	1163.85	0.54%	435.76	
10A	1250	1160.09	0.54%	434.86	Martha Kay
10B	1777	1642.95	0.77%	433.84	Colin H. Condon
10C	1777	1641.96	0.77%	430.19	
10D	1250	1167.65	0.55%	431.55	
11A	1250	1175.75	0.55%	424.21	Mary Ann Plomp
11B	1777	1640.93	0.77%	434.46	Mary Ann Plomp
11C	1777	1643.52	0.77%	430.55	Frances Parks
11D	1250	1163.74	0.54%	434.21	Betty E. Holzknecht

## EXHIBIT A

DB 07674PG0180

Project: GREENHURST PATIO HOMES  
WKB ASSOCIATES, INC.

Unit no.	GROSS AREA (square feet)	LIVING AREA (square feet)	Net % of Project	GARAGE FLOOR (square feet)	Signature
12A	1250	1167.44	0.558	433.98	Melanie Young
12B	1777	1641.32	0.778	434.69	
12C	1777	1646.87	0.778	435.15	
12D	1250	1159.89	0.548	435.43	Samuel M. Stone
13A	1250	1151.24	0.548	433.75	
13B	1777	1641.35	0.778	432.52	Martha Cope
13C	1777	1646.07	0.778	433.52	Elizabeth A. Hurre
13D	1250	1160.37	0.548	435.77	
14A	1250	1161.83	0.548	432.03	Don M. Kitchin
14B	1777	1638.25	0.778	434.51	
14C	1777	1635.64	0.768	432.82	Ann Blom
14D	1250	1160.34	0.548	433.82	Ernest C. Tate
15A	1250	1167.16	0.558	434.21	Grady Thronberg
15B	1777	1646.74	0.778	434.21	Joan Mueller
15C	1777	1645.41	0.778	434.21	
15D	1250	1164.99	0.548	433.52	
16A	1250	1154.16	0.548	434.21	William F. Rogers
16B	1777	1644.74	0.778	434.76	Paul F. Rogers
16C	1777	1644.75	0.778	434.76	
16D	1250	1165.07	0.548	434.21	Mildred Owen
17A	1250	1158.90	0.548	435.77	
17B	1777	1651.03	0.778	434.66	Ed. Epperson
17C	1777	1645.10	0.778	433.20	Ann Blom
17D	1250	1163.77	0.548	438.95	Carl K. Wallis
18A	1250	1160.91	0.548	429.96	Roy Thomas
18B	1777	1645.03	0.778	430.29	Ronald Rickett
18C	1777	1639.05	0.778	431.76	
18D	1250	1167.88	0.558	429.73	Dorothy Reuer
19A	1250	1163.43	0.548	431.41	
19B	1777	1634.54	0.768	432.90	
19C	1777	1635.64	0.768	432.52	
19D	1250	1164.62	0.548	432.52	Carol R. Kowen
20A	1250	1162.16	0.548	435.99	Debra E. Moore
20B	1777	1642.79	0.778	436.19	Margaret Babson
20C	1777	1644.85	0.778	428.42	Myra G. Paul Kern
20D	1250	1153.62	0.548	430.04	Ann Blom
21A	1250	1162.73	0.548	434.69	Ermy Anderson
21B	1777	1640.20	0.778	433.08	Barbara L. Lick
21C	1777	1639.30	0.778	436.72	Carol Halpern
21D	1250	1164.96	0.548	432.62	Geoff & Susan Cadd
22A	1250	1164.44	0.548	432.14	
22B	1777	1642.29	0.778	432.14	David Bryant
22C	1777	1641.57	0.778	429.67	Jessie Moore
22D	1250	1167.21	0.558	429.67	James Munk



## EXHIBIT B

Project: GREENHURST ESTATES HOMES  
WEB ASSOCIATES, INC.

0017674PG0182

Unit no.	GROSS AREA (square feet)	* LIVING AREA (square feet)	Pct % of Project	GARAGE FLOOR (square feet)	Signature
34A	1350	1277.89	0.60%	432.00	T.C. McIntire
34B	1500	1429.28	0.67%	430.47	Raymond D. Bauer
34C	1500	1423.99	0.67%	431.60	Raymond D. Bauer
34D	1350	1278.12	0.60%	430.07	Raymond D. Bauer
35A	1350	1277.67	0.60%	429.52	Ronald R. Bauer
35B	1500	1423.13	0.66%	429.96	Ronald R. Bauer
35C	1500	1423.52	0.66%	432.48	Ronald R. Bauer
35D	1350	1275.19	0.60%	432.92	Ronald R. Bauer
36A	1350	1268.83	0.59%	430.99	Claudette Ruckriegel
36B	1500	1419.06	0.66%	430.55	
36C	1500	1419.13	0.66%	430.20	
36D	1350	1271.23	0.59%	429.76	
37A	1350	1272.24	0.59%	431.28	Lee Isack
37B	1500	1421.58	0.66%	431.28	Lee Isack
37C	1500	1417.99	0.66%	427.92	Lee Isack
37D	1350	1273.06	0.59%	427.92	Lee Isack
38A	1350	1277.93	0.60%	430.79	Sara Murren
38B	1500	1420.01	0.66%	430.57	
38C	1500	1424.12	0.67%	431.38	
38D	1350	1279.87	0.60%	431.16	Mary Holsclaw
39A	1350	1275.24	0.60%	429.46	John P. Jones
39B	1500	1419.48	0.66%	428.38	John P. Jones
39C	1500	1421.44	0.66%	430.06	John P. Jones
39D	1350	1278.77	0.60%	428.97	John P. Jones

TOTALS: 230112 214126.92 100.00% 43691.25

\* Living areas calculated from inside dimensions per Ky. law.

EXHIBIT B

END OF DOCUMENT

Document No.: DN2001103959  
Lodged By: Morgan & Pottinger  
Recorded On: 06/27/2001 10:24:09  
Total Fees: 22.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KEMAL