

MASTER DEED  
FOR  
WOODSPOINTE TOWNHOMES

THIS MASTER DEED made September 4<sup>th</sup>, 1980, by OAKVIEW JOINT VENTURE, herein called "Developer".

Developer represents and declares that:

Developer hereby submits the land herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by the Kentucky Horizontal Property Law, KRS 381.805 and 381.910, as amended, herein called the "Condominium Act".

1. Definitions: Unless the context otherwise requires, the terms defined by KRS 381.810 shall have the same meaning herein.

2. Name of Condominium Project: The name of the condominium project is WOODSPOINTE TOWNHOMES.

3. Description of Land: The land which is hereby submitted by Developer to the condominium form of ownership and use is the following described land lying in Jefferson County, Kentucky, and more particularly described in Schedule "A" annexed hereto and made a part hereof, which has attached hereto a minor subdivision plat showing the real property described in Schedule "A".

4. General Description of the Buildings: The property when completely developed will consist of four buildings constructed of the following principal materials: Masonry, concrete and siding. The buildings will each contain eight (8) units for a total of 32 units. The first 8 units are shown on a set of floor plans of Building A filed simultaneously with the recording of this declaration. The initial number of the first 8 units, the square foot area, and the percentage interest in the Common Elements are as follows:

Unit Number	Square Foot Area	Percentage of Interest
1	2688.86	12.700
2	2629.94	12.422
3	2719.74	12.846
4	2713.83	12.818
5	2582.60	12.198
6	2629.94	12.422
7	2582.60	12.198
8	2624.58	12.396
		100 %

5. Amendments Affecting Expansion: WOODSPOINTE TOWNHOMES shall consist of units in not over four (4) buildings, Building A being the first to be constructed, which will be followed by units in other buildings which will be erected, added to and subjected to this Horizontal Property Regime by addendums to this Declaration upon the filing of plans for each building, together with limited common elements appurtenant thereto. Developer specifically reserves the right for a period of ten (10) years from the date of the recording of this Declaration to amend same from time to time to the extent of adding or deleting additional buildings, units and common elements, both limited and general. When same are added by any such

addendum all units therein shall have the same rights, privileges and duties as appear herein, subject however, to any Rules and Regulations set forth by Developer or the Board then in office, it being provided all such Rules and Regulations shall be consistent as far as possible for all units in WOODSPOINTE TOWNHOMES. In order to accomplish the foregoing an irrevocable power coupled with an interest is hereby granted and reserved unto Developer, its successors and its assigns, other than individual owners of units, to shift and reallocate from time to time the percentage of ownership in the Common Elements appurtenant to each unit to the percentages set forth in each addendum pursuant to this paragraph. The acceptance of any deed of conveyance or mortgage regarding any unit shall be deemed a grant, acknowledgment of and conclusive evidence of the consent of the parties thereto to such reservation of power to the Developer, or to the Developer as attorney in fact, and shall be held to reserve to Developer, its successors and assigns, the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit as set forth in the original plans and this Declaration and in each recorded addendum thereto. Individual unit owners shall not be included within the meaning of Successors and Assigns as used in this paragraph. Developer specifically reserves unto itself and its successors and assigns the exclusive right to determine the location of all future units, buildings and roadways on the above described real estate.

6. Reallocation or Shifting of Percentages of Ownership in Common Elements: By the acceptance of the deed to any unit in this Project, the owner and any mortgagee of the owner acknowledges, agrees to and consents to each such amendment that is recorded as follows:

(a) That part of the Proposed Building B, C and D or common areas described or shown on the original or in any Amended Declaration, Plat or Plan affecting this Project shall in all respects be governed by the provisions of this Declaration.

(b) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration of Master Deed and upon the recording of each such Amended Declaration of Master Deed the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among all Unit Owners as set forth in each such recorded Amended Declaration of Master Deed.

(c) All instruments affecting any and all units in this Project whether they be deeds, mortgages or other instruments shall be deemed granted subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall be divested pro-tanto immediately upon the recording of each such Amended Declaration to the reduced percentage set forth in each and all such Amended Declarations and vested among all of the owners, mortgagees and others owning an interest in all Units in accordance with the terms and percentages of each such recorded Amended Declaration.

(d) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(e) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations of Master Deed are recorded.

(f) An appurtenant perpetual easement for the use of any additional Common Elements annexed thereto by reason of any recorded Amended Declaration is hereby granted each Unit Owner for the purposes therein set forth except as to any Limited Common Element for the benefit of owners of specific Units as may be provided in any such Amended Declaration.

(g) The recording of each such Amended Declaration of Master Deed shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.

(h) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming by, through or under him, including mortgagees, that this Declaration and each Amended Declaration of Master Deed is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration of Master Deed shall be deemed and conclusively presumed to be made by agreement of all Unit Owners.

(i) Developer does hereby reserve the absolute right in its sole discretion to amend this Declaration as herein set out and each Owner agrees to execute and deliver any and all documents that may be necessary or desirable to cause the provisions of this paragraph to comply with the Act or any amendments thereto.

(j) In order to accomplish a valid shifting of the Common Elements all conveyances of any interest in Units and the Common Elements appurtenant to such Units shall contain provisions designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other but each shall be deemed supplementary to the other.

7. Driveway and/or Roadway: Developer is also the owner of Tract 2 as shown on the plat recorded herewith. Developer intends at some future date to submit Tract 2 to the condominium form of ownership. It has been determined that a joint driveway serving both Tract 1 and 2 is the most practical and aesthetic means of ingress and egress serving both Tracts. THEREFORE, Developer hereby establishes a perpetual easement for said joint driveway which is shown on said plat, the center line of said easement being near the division line between Tracts 1 and 2. This driveway easement is established for the benefit, use and enjoyment of the owners and occupants of both Tracts in perpetuity. Developer also hereby establishes a perpetual easement in all parking areas, not inside any buildings. These parking areas shall be shown on the recorded plans or any amendments thereto. The Developer or its successor(s) in title shall have the free and uninterrupted use of said driveway and parking areas while developing this Project.

The expense of maintenance and repairs or replacement of the joint driveway, entrance and open parking areas to be used in common with the owners and/or occupants of Tract 2 as shown on plat attached hereto shall be shared by the owners of Tract 1 and Tract 2 in direct proportion to the number of completed or substantially completed living units on each Tract. For example, should Tract 1 contain 32 units and Tract 2 contain 52 units such expenses would be payable 38% by the owners of Tract 1 and 62% by the owners of Tract 2.

As used herein "maintenance and repairs" shall include but not be limited to: (a) patching (b) marking of parking spaces (c) repairs to curbs adjoining the driveway and parking areas (d) snow and trash removal (e) lighting of the parking areas and roadway or drive (f) repaving (g) replacement of lights, bulbs and signs (if any) and (h) repairs and maintenance or replacement of the entrance-way.

All expenditures shall be made for the above with the majority approval of the Boards of Directors of the Horizontal Property Regimes established on said Tracts 1

and 2. In the event Tract 2 is not established as a Horizontal Property Regime, approval of the owner(s) of said Tract shall be secured.

In the event an agreement cannot be reached for work authorized herein for a period of thirty (30) days after delivery to the other of a written request for same, the following procedures shall be followed: Each of the parties shall within forty five (45) days from the delivery of such request appoint a Certified Property Manager to represent them and the two Certified Property Managers shall determine whether or not the work requested shall be done as requested, modified to either a greater or lesser degree or not done. In the event the two Certified Property Managers cannot agree, they alone shall select a third party who shall be either a Certified Property Manager or a licensed engineer and the decision of any two shall thereafter be binding. The expense of employing such persons shall be borne in the same ratio as the expenses connected with the joint driveway and parking areas.

8. Utility Easements: Developer for itself, its assigns and the future Owners of any Units erected in the Project does hereby specifically reserve an easement to connect utilities, including electric, water and sewer, at the nearest and most convenient point or points in the Project.

9. Completion of Project: No future Board or the Council shall in any way amend any part of this Master Deed or any amendment thereto or the By-Laws, or endeavor to amend same in any way which would hinder, obstruct or jeopardize Developer's interest in the completion of this Project as planned into at least 4 buildings and 32 units.

10. Assignability of Developer's Rights and Duties: Developer reserves the right and privilege of assigning and conveying any of its rights, powers and duties under this Master Deed to any other party, vesting said assignee with full power and authority to complete this Project as set out herein.

X 11. Limited Common Elements: The Limited Common Elements, their locations and dimensions, appurtenant to each Unit are set forth in said Floor Plans, which Limited Common Elements are reserved for the use of the Unit to which they are appurtenant to the exclusion of all other Units which exclusive rights shall pass with each Unit as an appurtenance thereto without specific mention of same in deeds, mortgages or other instruments.

X All expenses of repairs, maintenance or replacement of Limited Common Elements shall be treated as a common expense by the Board and Council of Co-owners unless same shall be caused by the negligence or deliberate act of the individual Unit Owner, or by the actual or implied consent or permission of the individual Unit Owner, in which event such expenses relating to maintenance, repair or replacement of such Limited Common Element shall be paid by and assessed against the individual Unit Owner or Owners.

X 12. General Common Elements: In addition to the land, General Common Elements shall include but not be limited to entrances, roofs, pipes, ducts, electrical wiring and conduits, floors, ceilings (other than the interior undecorated surfaces thereof located within the Units), public utility lines, perimeter walls of the Units (other than undecorated interior surfaces thereof), structural parts of the buildings, outside driveways and walks, parking areas, landscaping and all other portions of the Project except the individual Units and Limited Common Elements appurtenant thereto. The structural columns and load bearing walls located within the boundary of any Unit shall be a part of the General Common Elements.

X 13. Repairs and Maintenance of General Common Elements: All expenses of repairs, maintenance or replacement of General Common Elements and all structural maintenance, repair or replacement thereof shall be borne by the Council

of Co-owners as common expenses unless same be caused by the negligence or deliberate act of any individual Unit Owner or by the actual or implied consent or permission of any individual Unit Owner, in which event such expenses shall be paid by and assessed against such individual Unit Owner or Owners. Other provisions of this Paragraph notwithstanding, it shall be the Unit Owner's duty and responsibility to repair all electric, water, sewer and other utility lines within the perimeter walls of each Unit.

Each Co-owner of a Unit in this Regime shall have an interest in the General Common Elements as set out in Paragraph 4 herein and shall share in the expense of operating, maintaining, repairing and replacing of same in accordance with the percentage as set forth in said Paragraph 4 unless otherwise set out herein. In like manner any excess common funds shall be owned in such proportion by each of the Co-owners. It being understood, however, that this Regime is under construction and by later amendment hereto and upon completion of all units, percentage of common interest shall be redistributed on an as built basis.

14. Final Amendment and Adjustment: Developer reserves unto itself the exclusive right to readjust the percentage interest of any and all Units upon the filing of the final amendment hereto in order to correct any mathematical or other errors and to permanently establish and affix the final percentage in the Project as built in accordance with KRS 381.830(b).

15. Parking Areas and Parking: No vehicles other than passenger automobiles for not over ten passengers, trucks of not over 3/4 ton rating, and vans of not over 3/4 ton rating, and motorcycles, shall be permitted to remain in the parking area for more than 72 hours whether same be moved from one parking space to another or whether they remain in the same space, provided no vehicle which cannot operate under its own power shall remain in the parking area for more than 24 consecutive hours. No mechanical work shall be performed upon any automobile in the parking areas or unauthorized parts of the Project. In the event of violation of this provision, the Board is empowered to have any vehicle in such violation removed and all charges for such removal including towing and storage charges shall be assessed against the Owner who violated same or whose guests violated same.

Developer, the Council or the Board of Directors may place and maintain trash dumpsters, if necessary, in the parking area.

16. Pets: Only dogs, cats or other household pets may be kept in Units and they shall at all times be subject to Rules and Regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose and provided further, any pet when outside the Owner's Unit must be kept on a leash or accompanied by a responsible person. Any pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days written notice from the Board. Under no circumstances shall any animals (other than two dogs or two cats, or one dog and one cat) or any livestock, fowl or poultry of any kind be kept in any Unit of the Project.

17. Destruction; Reconstruction: If the buildings are more than two-thirds destroyed, and the majority of the Co-owners decide not to reconstruct, then this Condominium Regime shall terminate. The property shall be sold in its entirety for the best price possible and the net proceeds shall be paid to all Unit Owners according to their percentage ownership, and to any first mortgage holders as their interest may appear.

18. Insurance: The Council of Co-owners shall acquire insurance protection for the Regime, including, but not exclusively, casualty, liability and employee workman's compensation insurance. All other provisions of KRS 381.885 shall also apply. The building shall be insured in an amount equal to the maximum

insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Administration. Public liability insurance coverage shall be provided in such amounts and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the unit owners jointly and severally and the Council.

19. Repairs: Developer, its agents or assigns, or the Board of Administration, shall have the right to enter at reasonable times (except in emergencies) any unit when necessary or desirable to carry out any repair, maintenance or construction for which the Council of Co-owners is responsible or for which any Co-owner is responsible and has not completed after appropriate notice. Except for a Co-owner refusing admittance for such purpose, any damage caused during any entry shall be repaired at the expense of the Council of Co-owners.

20. Amendments: No amendments to this Master Deed shall be effective unless agreed to in writing executed and acknowledged by at least 70% of the Co-owners, and by at least 70% of the first mortgagees of all units. No amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. The amendment shall be effective when such is recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

21. Administration: The administration of the Regime, including the assessment and collection of maintenance fees and common expenses and the right to promulgate rules and regulations concerning but not limited to such things as bicycles and toys, etc, left outside; outside antennas; and exterior building changes, shall be retained by Developer, its successors or assigns, until all the units have been conveyed, until Developer within its sole discretion elects to surrender this power, or until December 31, 1985, whichever shall first occur. Thereafter, the administration of the Regime shall be vested in the Council of Co-owners and shall be conducted by a Board of Administration who shall be chosen by the Council of Co-owners. The Developer shall, at least 10 days prior to relinquishing administration call a meeting of the Council of Co-owners for the purpose of electing a temporary Board of Administration. The temporary Board of Administration shall consist of five persons, who shall hold office and exercise all powers of administration for a period of 60 days. During this period of time, the temporary Board shall formulate and adopt By-Laws setting forth the rules and procedures concerning the conduct of the affairs of the Condominium. At the expiration of this 60 day period, all members of the temporary Board shall resign (such resignation to be effective on the election of their successors) and shall call for a special meeting of the Council of Co-owners who shall proceed to elect the first Board of Administration in accordance with the By-Laws adopted by the temporary Board.

Nothing herein shall prohibit the Council of Co-owners from incorporating.

22. Easements: If a unit shall encroach upon any General Common Element, or Limited Common Element, or upon any other unit, or if any General Common Element shall encroach upon any unit, by reason of the nonpurposeful or nonnegligent act of the unit owner or of the Council, then an easement appurtenant to such encroaching unit, General Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall

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exist. Each unit shall have a perpetual easement in every portion of the Development for the existence, installation, maintenance and repair of any pipe, cable or wire, other conduits for liquids or energy supplying water, sewerage, telephone, electricity, gas, steam or other similar service to his unit.

IN TESTIMONY WHEREOF, witness the signature of Developer this

4<sup>th</sup> day of September, 1980.

OAKVIEW JOINT VENTURE

By: Cox & Pemberton, Inc.

By: Carl R. Cox  
President

By: L.H.F. Service Corporation

By: Terry A. Turbeville  
President

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY C. L. Nutt  
EXAM \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing Instrument was this day acknowledged before me by Oakview Joint Venture by Cox & Pemberton, Inc. by Carl R. Cox as President, and by L.H.F. Service Corporation by Terry A. Turbeville as President, to be the act and deed of Oakview Joint Venture.

WITNESS my hand this 4<sup>th</sup> day of September, 1980.

My commission expires Feb. 29, 1984

Claude L. Nutt  
Notary Public, Jefferson County, Kentucky

SCHEDULE "A"

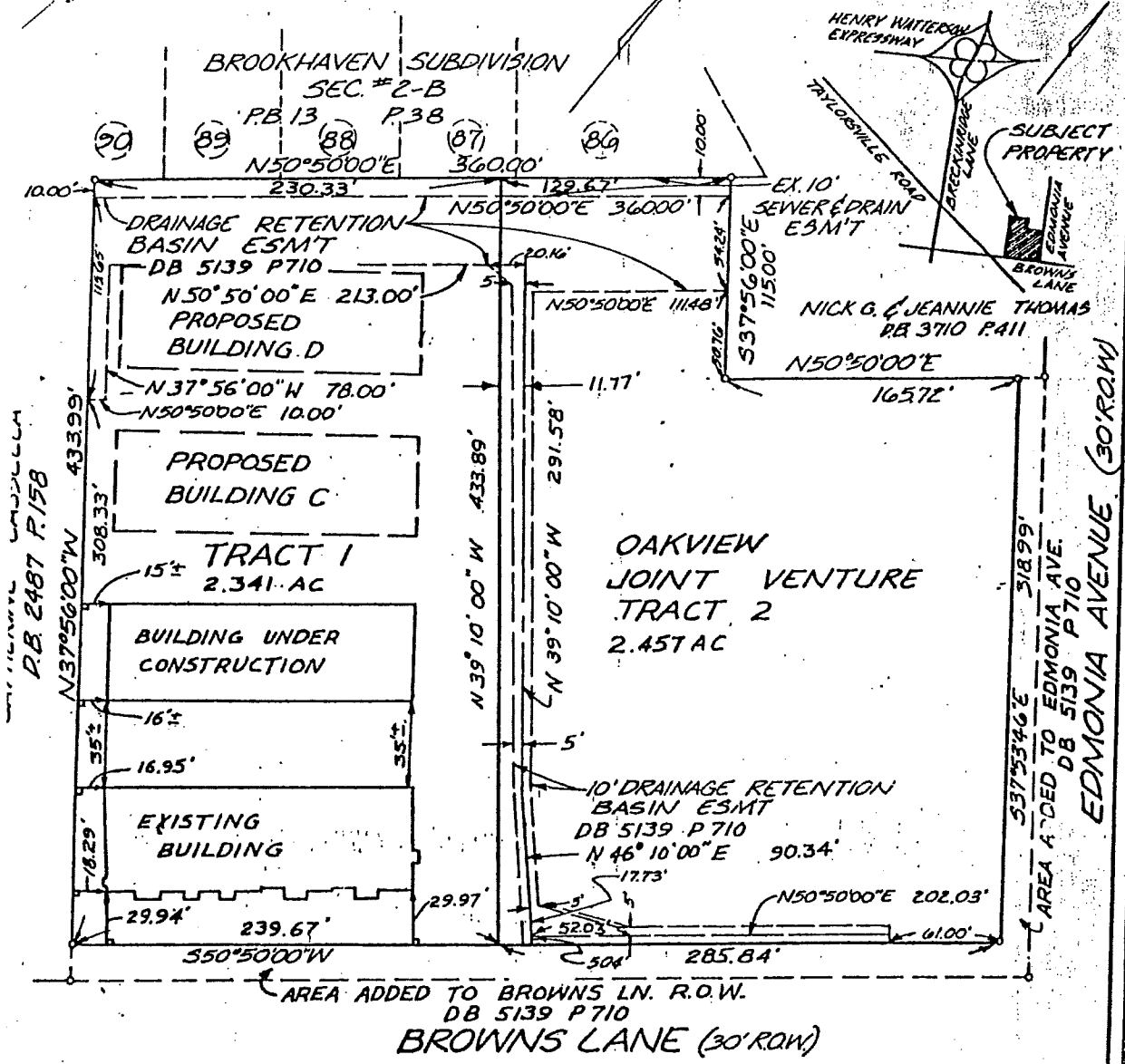
BEING on the North side of Browns Lane 285.84 feet, more or less, from the Northwest corner of Edmonia Avenue and Browns Lane, and being Tract 1 as shown on the minor subdivision plat attached hereto and made a part hereof.

BEING a part of the same property conveyed to Oakview Joint Venture by deed dated March 23, 1979, of record in Deed Book 5079, Page 815, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

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BOOK 5185 PAGE 784





P.B. 2487 P.158

PROP. OWNERS BROOKHAVEN SUBD.

- (84) WISE, ROY W. & KENWYN B
- (87) SOUTHARD, MICHAEL F. & ROSEANNE
- (88) MILLS, G. ERETT - MILLS, SARAH S
- (89) BRAUN, FRANK EDW. & DELPHA
- (90) COTTON, WM. L & N. JUNE

Approved this 4<sup>th</sup> day of August, 1980

LOUISVILLE AND JEFFERSON COUNTY  
PLANNING COMMISSION

*Charles Davis*

ABAK, WILSON & HERP, INC.  
ENGINEERS & LANDSCAPE ARCHITECTS  
OO WEST MAIN STREET  
LOUISVILLE, KENTUCKY 40202

MINOR SUBDIVISION PLAT  
FOR: Oakview Joint Venture  
LOCATION: Jefferson County, Kentucky  
DATE: 7-7-80 JOB NO. 147  
SCALE: 1" = 80'

I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A

By: LHF SERVICE CORP

Oakview Joint Venture  
By: COX PEMBERTON, INC

Owner  
By: Terry A. Turbeville  
Pres.

Owner  
By: Carl R. Cox  
Pres.

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledge the same to be the plat of Oakview Joint Venture

L.H.F. Service Corp.  
BY: Terry A. Turbeville  
NAME

Cox & Pemberton, Inc.  
By: Carl R. Cox  
NAME

140 South 5th St., Lou., KY  
ADDRESS 40202

1312 Meadowridge, Prospect, KY 40059  
ADDRESS

President  
TITLE

President  
TITLE

State of Kentucky )  
County of Jefferson ) SS

I, GLENNA YOUNG, a notary public in and for the County aforesaid, do certify that foregoing plat of Oakview Joint Venture, was this day presented to me by Oakview Joint Venture by L.H.F. Service Corp. by Terry A. Turbeville as President & by Cox & Pemberton, Inc. by Carl R. Cox as President, known to me together with the Certificate of Ownership and Dedication shown thereon, which instrument was executed in my presence and acknowledged to be the act and deed of Oakview Joint Venture.

Witness my hand and seal this 14th day of July, 19 80, My commission expires on 1st day of March, 19 82.

Glenna Young  
NOTARY PUBLIC State at Large, State of Ky

I hereby certify that this plat and survey were made under my supervision and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.

(SEAL)

John D. Wilson  
NAME John D. Wilson

300 West Main Street, Louisville, Ky. 40202  
ADDRESS



Engineer  
TITLE  
FILE NO. 226  
BOOK 5185  
PAGE 787  
APL. OWNERSHIP OR CONDOMINIUM  
PAID \$ 1.50 INC. TAX  
BREMER EHRLER J.C. I  
7/11/80  
FILED BY [Signature]  
AND RECORDED  
980 SEP 10 PM 12:08  
3 25/12

BAK, WILSON & HERP, INC.  
ENGINEERS & LANDSCAPE ARCHITECTS  
300 WEST MAIN STREET  
LOUISVILLE, KY 40202

MINOR SUBDIVISION PLAT  
FOR: Oakview Joint Venture  
LOCATION: Jefferson County, KY  
DATE: 7-9-80 JOB NO. 147

FIRST AMENDMENT TO MASTER DEED  
OF  
WOODSPOINTE TOWNHOMES

This First Amendment to the Master Deed of Woodspointe Townhomes is made October 29, 1980 by Oakview Joint Venture, herein called "Developer".

Developer has recorded a Master Deed for Woodspointe Townhomes dated September 4, 1980, of record in Deed Book 5185, Page 777, in the office of the Clerk of the County Court of Jefferson County, Kentucky. In Paragraph 5 of said Master Deed, Developer reserved the right, among other things, to amend same from time to time for the purpose of adding buildings. Building B is now constructed and Developer intends by this document to amend said Master Deed to include Building B.

NOW, THEREFORE, Developer does hereby amend the aforesaid Master Deed as follows:

1. So much of numerical Paragraph 4 providing for the unit number, the square foot area, and the percentage interest in the Common Elements is re-distributed as follows:

Unit Number	Square Foot Area	Percentage of Interest
1	2688.86	6.33
2	2629.94	6.19
3	2719.74	6.40
4	2713.83	6.39
5	2582.60	6.08
6	2629.94	6.19
7	2582.60	6.08
8	2624.58	6.18
9	2623.18	6.41
10	2708.50	6.38
11	2639.92	6.22
12	2585.17	6.09
13	2711.72	6.39
14	2579.90	6.07
15	2711.72	6.39
16	2635.81	6.21

2. Simultaneously with the recording of this Amendment there is filed a set of the floor plans of Building B showing the layout, location, unit numbers and dimensions of the units, of record in Concominium Book 21, Pages 37 thru 39.

3. The Master Deed will be similarly amended upon the completion of Buildings C and D.

4. All other terms of the Master Deed not inconsistent herewith shall remain in full force and effect.

In Affirmation of this instrument, witness the signature of Developer this October 29, 1980.

OAKVIEW JOINT VENTURE

By: Cox & Pemberton, Inc.

By: Carl R. Cox  
President

By: L. H. F. Service Corporation

By: Terry A. Turbeville  
President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day acknowledged before me by Oakview Joint Venture by Cox & Pemberton, Inc. by Carl R. Cox as President, and by L.H.F Service Corporation by TERRY A. TURBEVILLE as PRESIDENT, to be the act and deed of Oakview Joint Venture.

WITNESS my hand this 29<sup>TH</sup> day of October, 1980.

My commission expires February 23, 1982

Dellie H. Chedron  
Notary Public, Jefferson County, Kentucky

PREPARED IN THE OFFICES OF  
NUTT & YANN, ATTYS.  
140 SO. FIFTH STREET  
LOUISVILLE, KENTUCKY 40202

BY C. R. Nutt

EXAM \_\_\_\_\_

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 21 PAGE 31-39  
FILE NO. 135

1980 NOV - 6 PM 2:04  
LOGGED BY  
AND RECORDED  
PAID \$1.00 INC. TAX  
L. H. F. SERVICE CORP.  
Dellie H. Chedron

4895/15

SECOND AMENDMENT TO MASTER DEED  
OF  
WOODSPOINTE TOWNHOMES

This Second Amendment to the Master Deed of Woodspointe Townhomes is made December 12, 1980 by Oakview Joint Venture, herein called "Developer."

Developer has recorded a Master Deed for Woodspointe Townhomes dated September 4, 1980, of record in Deed Book 5185, Page 777, and amended in Deed Book 5197, Page 624, both in the office of the Clerk of the County Court of Jefferson County, Kentucky. In Paragraph 5 of said Master Deed, Developer reserved the right, among other things, to amend same from time to time for the purpose of adding buildings. Building C is now constructed and Developer intends by this document to amend said Master Deed to include Building C.

NOW, THEREFORE, Developer does hereby amend the aforesaid Master Deed as follows:

1. So much of numerical Paragraph 4 providing for the unit number, the square foot area, and the percentage interest in the Common Elements is redistributed as follows:

Unit Number	Square Foot Area	Percentage of Interest
1	2688.86	4.225
2	2629.94	4.133
3	2719.74	4.274
4	2713.83	4.264
5	2582.60	4.058
6	2629.94	4.133
7	2582.60	4.058
8	2624.58	4.124
9	2723.18	4.279
10	2708.50	4.256
11	2639.92	4.148
12	2585.17	4.061
13	2711.72	4.261
14	2579.90	4.054
15	2711.72	4.261

48058  
1980 DEC 15 PM 1:28  
LOGGED BY *[Signature]*  
PAID \$6.00 PUBLIC TAX  
JEFFERSON COUNTY, KY. C.C.  
*[Signature]*



THIRD AMENDMENT TO MASTER DEED  
OF  
WOODSPONTE TOWNHOMES

This Third Amendment to the Master Deed of Woodspointe Townhomes is made August 25, 1981 by Oakview Joint Venture, herein called "Developer".

Developer has recorded a Master Deed for Woodspoint Townhomes dated September 4, 1980, of record in Deed Book 5185, Page 777, and amended in Deed Book 5197, Page 624 and Deed Book 5204, Page 624, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky. In Paragraph 5 of said Master Deed, Developer reserved the right, among other things, to amend same from time to time for the purpose of adding buildings. Building D is now constructed and Developer intends by this document to amend said Master Deed to include Building D.

NOW, THEREFORE, Developer hereby amend the aforesaid Master Deed as follows:

1. So much of numerical Paragraph 4 providing for the unit number, the square foot area, and the percentage interest in the Common Elements is re-distributed as follows:

Unit Number	Square Foot Area	Percentage of Interest
1	2688.86	3.169
2	2629.94	3.099
3	2719.74	3.205
4	3713.83	3.198
5	2582.60	3.043
6	2629.94	3.099
7	2582.60	3.043
8	2624.58	3.093
9	2635.81	3.106
10	2711.72	3.196
11	2579.90	3.040
12	2711.72	3.196
13	2585.17	3.046
14	2639.92	3.111
15	2708.50	3.192
16	2723.18	3.209

Unit Number	Square Foot Area	Percentage of Interest
17	2688.86	3.169
18	2629.94	3.099
19	2719.74	3.205
20	2713.83	3.198
21	2582.60	3.043
22	2629.94	3.099
23	2582.60	3.043
24	2624.58	3.093
25	2634.33	3.104
26	2715.42	3.200
27	2570.43	3.029
28	2715.42	3.200
29	2570.43	3.029
30	2614.23	3.081
31	2690.16	3.170
32	2709.82	3.153

2. Simultaneously with the recording of this Amendment there is filed a set of the floor plans of Building D showing the layout, location, unit numbers and dimensions of the units, of record in Condominium Book 16, Pages 1 through 3.

3. All other terms of the Master Deed not inconsistent herewith shall remain in full force and effect.

In affirmation of this instrument, witness the signature of the Developer this August 25, 1981.

OAKVIEW JOINT VENTURE

BY: L. H. F. Service Corporation

BY: [Signature]  
President

PREPARED IN THE OFFICES OF  
MUTT & YANK, ATTY'S.  
140 SO. Fifth STREET  
LOUISVILLE, KENTUCKY 40202

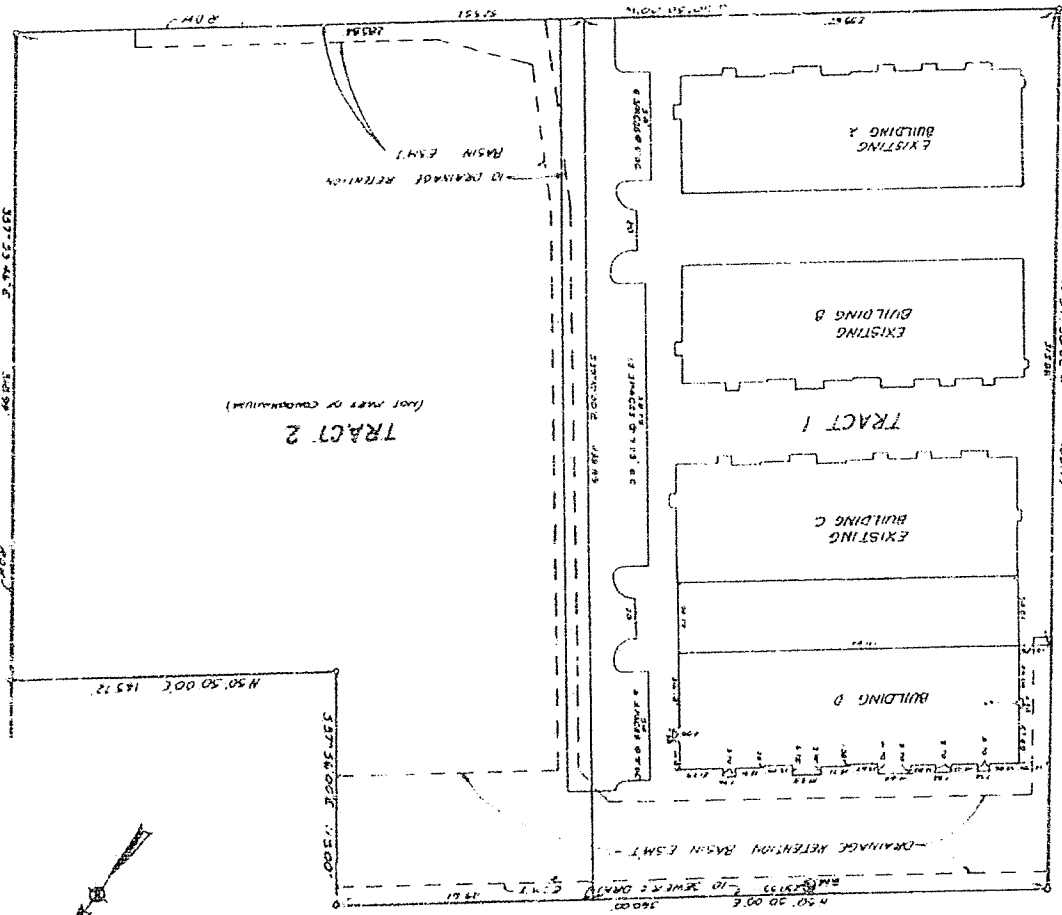
BY: [Signature]  
EXAM

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 25th day of August, 1981 by Oakview Joint Venture by L. H. F. Service Corporation by Terry A. Turbeville as President, to be the act and deed of Oakview Joint Venture.

[Signature]  
Notary Public, State at Large, Kentucky  
My commission expires February 29, 1984





BY COY R. PERMITION, INC.  
 BY PRESIDENT  
 BY I. H. S. SERVICE CORPORATION  
 BY PRESIDENT  
 BY JAMES L. [Signature]  
 BY PRESIDENT



**ACKNOWLEDGMENT:**

THIS FOREGOING PLAT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF August 1981 BY CARL R. COX AS PRESIDENT, PERMITION, INC. BY CARL R. COX AS PRESIDENT, AND BY I. H. S. SERVICE CORPORATION BY PRESIDENT TERRY A. TUNBERG AS PRESIDENT, TO BE TRACT 2 AND DEED OF GARVEW JOINT VENTURE.

NOTE: CERTAIN EASEMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS AS FOLLOWS:

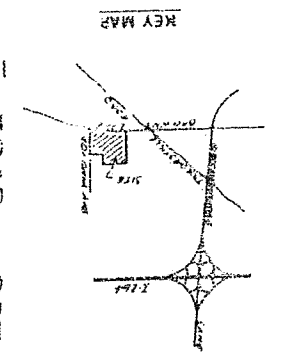
A	20	46
B	21	27
C	22	27

RENECH MARK

ON PLOT EX 111 N.M. 512, 22.17, BROOKHAVEN SECTION 7, SAN. MARY SEWERS ELEV. 56133

**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND THAT THE LINEAR DIMENSIONS AND AREA CALCULATIONS AND AREA AND PERCENTAGE CALCULATIONS SHOWN ON THE VERTICAL ELEVATIONS SHOWN THEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**ENGINEER'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS AND DISTANCES OF THE SITES AS SUBMITTED, SUBSCRIBED AND SWORN TO.

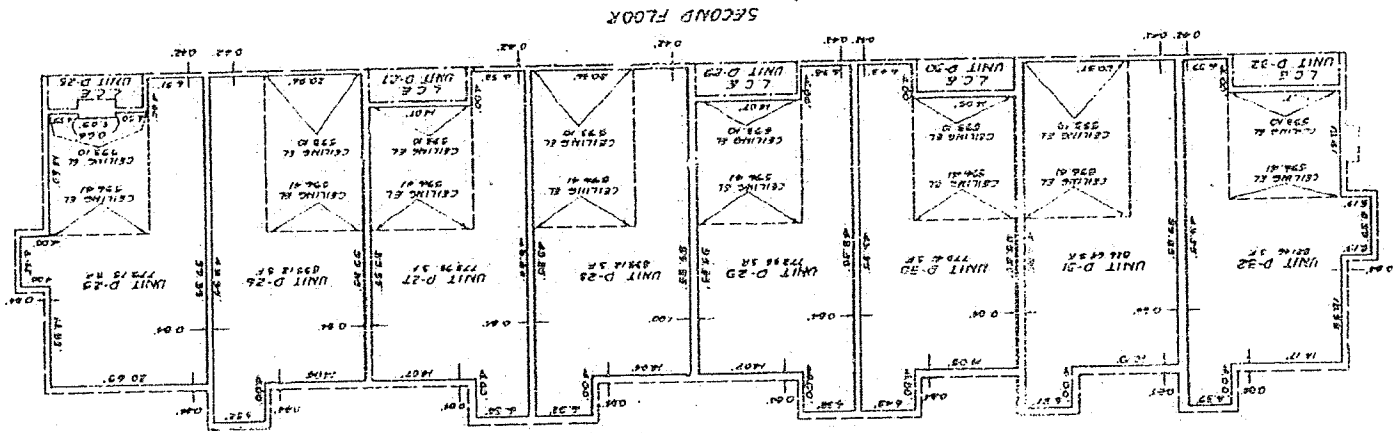
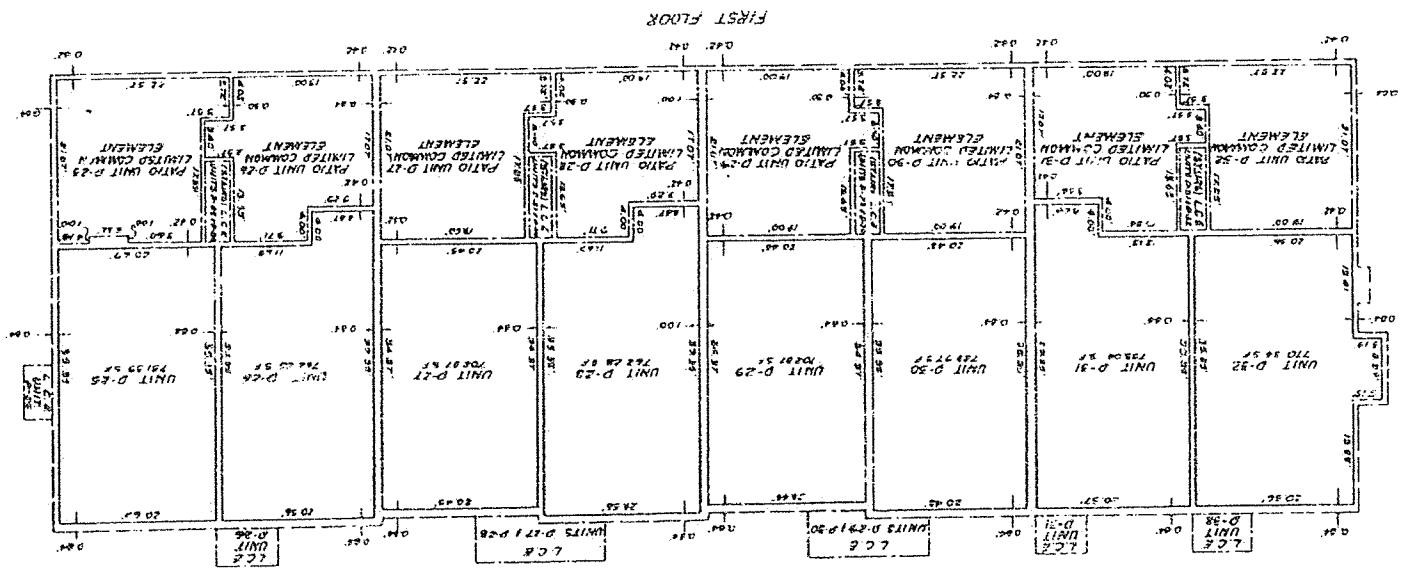


PROPERTY MAP  
 WOODPOINT TOWNSHIP  
 BURLINGO  
 JEFFERSON COUNTY, KENTUCKY

Professional Engineer's Seal: James L. [Signature], I.H.S. Service Corporation, No. 11111, Exp. 12/31/81.

BY COMMISSIONER EXPRESSES [Signature]  
 NOTARY PUBLIC, JEFFERSON CO.  
 KENTUCKY

BD-5248 and 866



- NOTES**
1. UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANS AT THE FLOOR AND LEASE ELEVATION NOTES BELOW.
  2. ELEVATIONS SHOWN IN FEET ARE STATED FROM UIC 85.00 ELEVATION AND REFERRED TO IN DRAWING.
  3. ALL MIRROR ANGLES OF COMMONING UNITS ARE 90°.
  4. LEGEND:
    - BOUNDARY OF COMMONING UNITS
    - UNITS COMMON ELEMENTS
    - UNITS COMMON ELEMENTS
    - UNITS CHANGE IN ELEVATION
  5. COMMONING UNITS HAVE THE FOLLOWING ELEVATIONS:
 

UNIT	1ST FLOOR	2ND FLOOR
D-25	52.00	52.00
D-26	52.00	52.00
D-27	52.00	52.00
D-28	52.00	52.00
D-29	52.00	52.00
D-30	52.00	52.00
D-31	52.00	52.00
D-32	52.00	52.00

WOODSPRINGS TOWNHOMES  
JEFFERSON COUNTY, KENTUCKY

**BARAK, WILSON, HERRER & LINDO, INC.**  
ARCHITECTS & PLANNERS  
1111 W. 10TH ST.  
KANSAS CITY, MO. 64105

BD-5248 and 866



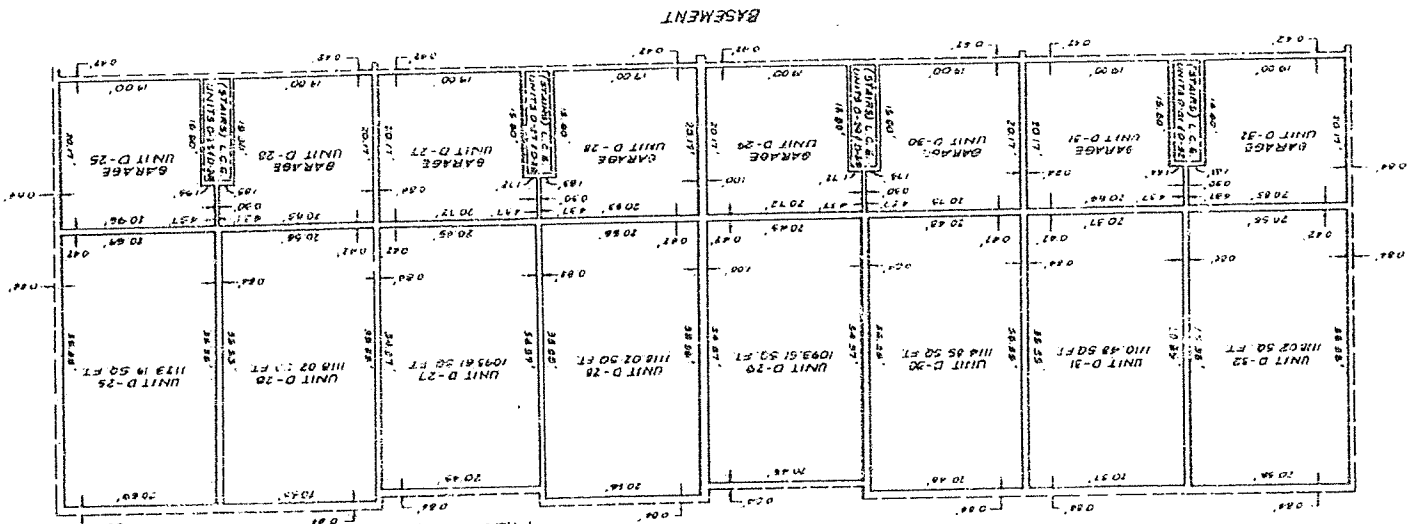
11  
29  
12 17-101

BUILDING D  
WOODSPRINGS TOWNHOMES  
Jefferson County, Kentucky

DATE: 7-17-77  
DRAWN BY: J.M.  
SCALE: 1/8" = 1'-0"

ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
**SABAR, WILSON, HEIBER & LISCO, INC.**

175246



FILE NO. 285  
BOOK 2 PAGE 1-3  
RPT. OWNERSHIP

**CONDOMINIUM OR RPT. OWNERSHIP**

*J. C. Williams*  
31484  
9-0  
10-10-77

1. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT BASEMENT SQUARE FOOTAGE

UNIT	GARAGE AREA	BASEMENT CEILING	BASEMENT FLOOR
D-25	589.47	573.47	573.77
D-26	589.47	573.47	573.77
D-27	589.47	573.47	573.77
D-28	589.47	573.47	573.77
D-29	589.47	573.47	573.77
D-30	589.47	573.47	573.77
D-31	589.47	573.47	573.77
D-32	589.47	573.47	573.77

- NOTES**
1. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE COMMON WALL, SOMEWHAT LINES SHOWN, AND BY THE HORIZONTAL PLANS AT THE FLOOR AND CEILING ELEVATION NOTED BELOW.
  2. DIMENSIONS SHOWN IN TEXT ARE RATIO UPON U.S.C. & S. NAD 83 LEVEL DATUM WITH FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
  3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
  4. LEGEND:
    - INDICATES COMMON ELEMENTS
    - INDICATES UNITS COMMON ELEMENTS
    - INDICATES CHANGE IN ELEVATION
  5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

9206 5248 1001 867

9206 5248 1001 867

**FOURTH AMENDMENT TO MASTER DEED**  
**FOR**  
**WOODSPOINTE TOWNHOMES**

This Declaration made and entered into this 22 day of November, 2006,  
by the Council of Co-owners of Woodspointe Townhomes, hereinafter referred to as  
"Council."

**WITNESSTH:**

**WHEREAS**, the Developer, Oakview Joint Venture, acquired certain property in Jefferson County, by Deed dated March 23, 1979, of record in Deed Book 5079, Page 815, in the Office of the Clerk of Jefferson County, Kentucky; and

**WHEREAS**, the developer submitted the above referenced property to the Condominium form of ownership and use by Master Deed dated September 4, 1980, of record in Deed Book 5185, Page 777 in the Office of the Clerk aforesaid, and as further Amended; and

**WHEREAS**, the Developer has transferred all control and administration of the Condominium Regime to the Unit Owners comprising the Council of Co-Owners pursuant to said Master Deed and By- Laws; and

**WHEREAS**, the Council now desires to amend the Master Deed and By-Laws of the Horizontal Property Regime known as Woodspointe Townhomes.

**NOW THEREFORE**, pursuant to the powers retained in the Master Deed for Woodspointe Townhomes dated September 4, 1980 and of record in Deed Book 5185, Page 777, and the By-Laws for Woodspointe Townhomes dated March 18, 1984 and of record in Deed Book 5412, Page 817, in the office aforesaid, the Council does hereby further amend the aforementioned original Master Deed and By- Laws as previously amended as follows:

AMENDMENTS TO MASTER DEED.

1. The second paragraph of section 11 of the Master Deed, styled Limited Common Elements as set forth on page 4 as follows:

*All expenses of repair, maintenance, or replacement of Limited Common Elements shall be treated as a common expense by the Board and Council of Co-Owners unless same shall be caused by the negligence or deliberate act of the individual Unit Owner, or by the actual or implied consent or permission of the individual Unit Owner, in which event such expenses relating to maintenance, repair or replacement of such Limited Common Element shall be paid by and assessed against the individual Unit Owner or Owners.*

Is modified in its entirety as follows:

The expenses of repair, maintenance, or replacement of decks appurtenant to and reserved for the exclusive use of individual Units shall be at the expense of the individual owners. All other expenses of repair, maintenance, or replacement of Limited Common Elements shall be treated as a common expense by the Board and the Council of Co-Owners unless same shall be caused by the negligence or deliberate act of the individual Unit Owner, or by the actual or implied consent or permission of the individual Unit Owner, in which event such expenses relating to maintenance, repair, or replacement of such Limited Common Areas shall be paid by and assessed against the individual Unit Owner.

2. A new section 23. shall be incorporated in the Master Deed as follows:

23. Restrictions: No unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the owner held legal title to the unit prior to August 1, 2005, or (b) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), or (c) the owner or the owner's spouse is transferred by his or her employer to a location more than 50 miles from the unit, or (d) the owner moved to a nursing home or extended care facility, or (e) the owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of c, d, or e above, a unit may be rented for a total period of time not to exceed two (2) years. A lease or rental agreement entered into within the above stated conditions, listed as a, b, c, d, or e, shall be subject to the following restrictions:

- i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and
- ii. Any such lease or rental agreement shall be subject to the Master Deed and By-Laws for Woodspointe Townhomes.

Witness that the above stated Amendments, additions and deletions to the Master Deed effective upon recording, were approved upon the proper vote of the requisite seventy percent (70%) of the Co-owners and at a meeting called for this purpose and by seventy percent (70%) of the mortgages. All other provisions in the Master Deed not specifically amended, added or deleted herein, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness the signature of the President and Secretary of the Board of Directors for and on behalf of the Council of Co-owners of the Woodspointe Townhomes, the day and year first above written.

COUNCIL OF CO-OWNERS OF  
WOODSPOINTE TOWNHOMES

BY *Melanie Wood*  
MELANIE WOOD, PRESIDENT

BY *Jim Latimer*  
JIM LATIMER, VICE PRESIDENT

STATE OF KENTUCKY        )  
                                  )  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2006, by Melanie Wood as President of the Board of Directors of the Council of Co-owners of the Woodspointe Townhomes Condominiums.

My commission expires: July 27, 2007

*Rebecca B. Allen*  
NOTARY PUBLIC, KY STATE - AT-LARGE

STATE OF KENTUCKY        )  
                                  )  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this 22 day of November, 2006, by Jim Latimer as Vice- President of the Board of Directors of the Council of Co-owners of the Woodspointe Townhomes Condominiums.

My commission expires: July 27, 2007

*Jessica J. Lane*  
NOTARY PUBLIC, KY STATE - AT-LARGE

INSTRUMENT PREPARED BY:

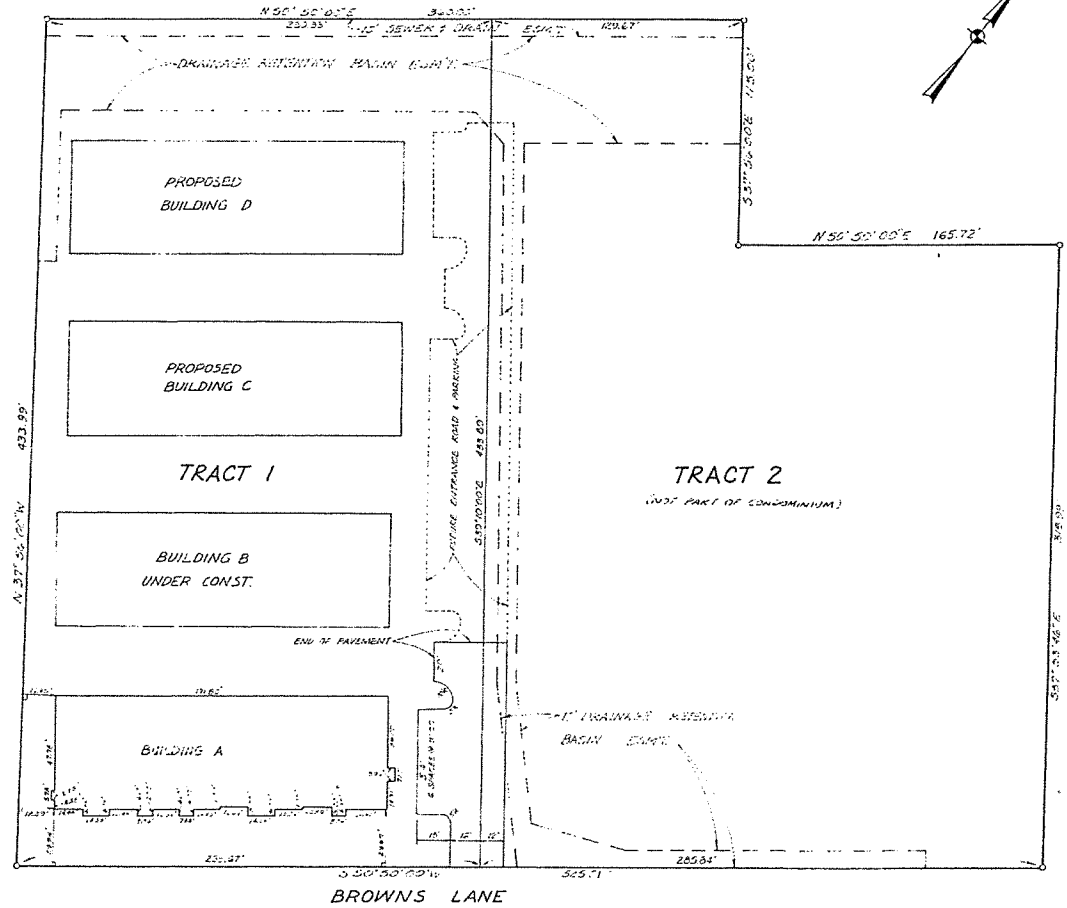


JUDITH B. GREEN  
JBM PROPERTIES, INC.  
7400 New LaGrange Road  
Louisville, KY 40222

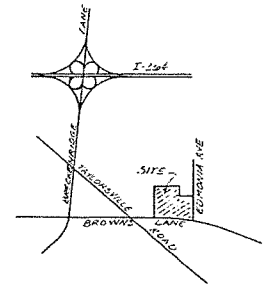
Document No.: DN2406191849  
Lodged By: JBM PROPERTIES  
Recorded On: 12/01/2006 09:19:33  
Total Fees: 19.00  
Transfer Tax: .00  
County Clerk: ROBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: AMASHO

END OF DOCUMENT





20 47



KEY MAP

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David M. Hays*  
REGISTERED LAND SURVEYOR, KY 2023

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT.

SUBSCRIBED AND SWORN TO,  
*David M. Hays*  
PROFESSIONAL ENGINEER, KY 8407  
*Frances Killebrew*  
NOTARY PUBLIC, STATE OF KY, COUNTY OF JEFFERSON  
MY COMMISSION EXPIRES July 12, 1980

**OAKVIEW JOINT VENTURE**

BY: COX B. PEMBERTON, INC.  
PRESIDENT  
BY: L. H. F. SERVICE CORPORATION  
PRESIDENT

**ACKNOWLEDGMENT:**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
THE FOREGOING PLAN WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF SEPTEMBER, 1980 BY OAKVIEW JOINT VENTURE BY COX B. PEMBERTON, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

*Claude A. Judd*  
NOTARY PUBLIC, JEFFERSON CO.  
KENTUCKY  
MY COMMISSION EXPIRES Dec 22, 1981

**BENCH MARK**

BM NO. 1 EX. M.H. RIM STA. 32+26.17  
PER BROOKHAVEN SECTION "F" SANITARY SEWERS. ELEV. BY PARK AERIAL SURVEYS.  
ELEV. 561.33

20x44

**SABAK, WILSON & HERR, INC.**  
REGISTERED PROFESSIONAL ENGINEERS  
1130  
JEFFERSON COUNTY, KENTUCKY  
300 WEST MAIN

**PROPERTY MAP**  
WOODPOINTE TOWNHOMES  
BUILDING A  
Jefferson County, Kentucky



2024

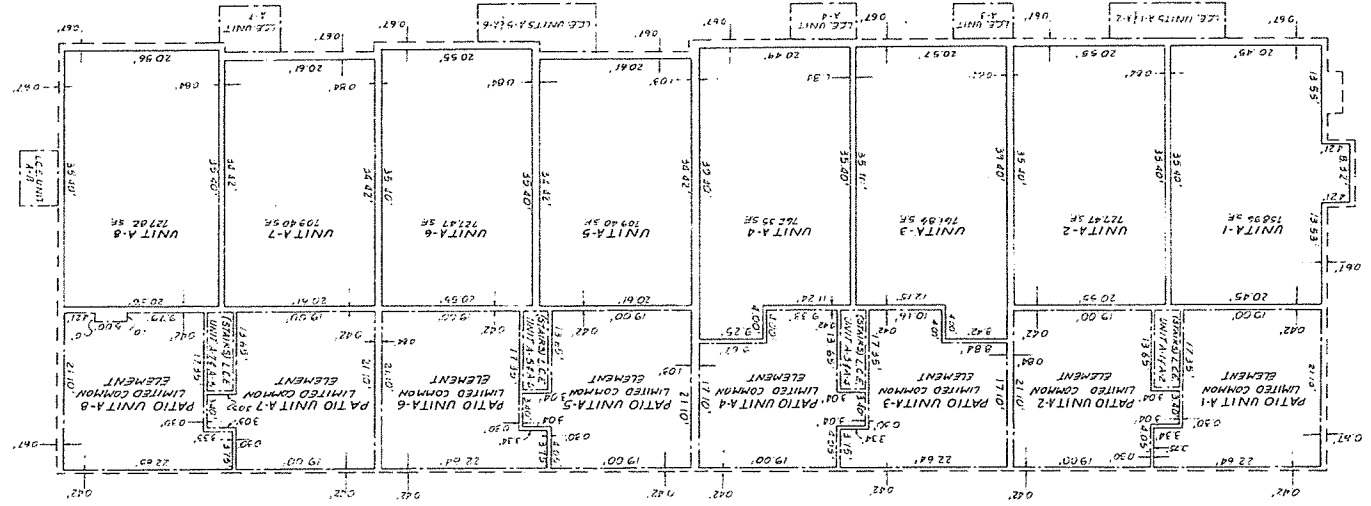
20-45



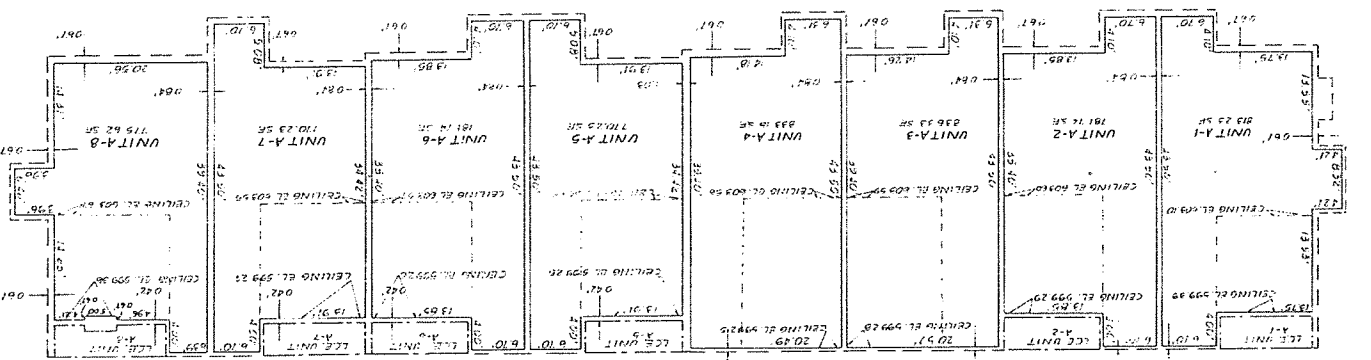
BUILDING A  
WOODSPRINTOWN HOMES  
Jefferson County, Kentucky

BRUNSON  
SABAK, WILSON & HERR, INC.  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
100 WEST MAIN  
LOUISVILLE, KENTUCKY  
DATE 7-7-80

FIRST FLOOR

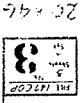


SECOND FLOOR



UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
A-1	540.95	589.95	589.85	571.85
A-2	540.85	589.85	589.75	571.75
A-3	540.84	589.84	589.74	571.74
A-4	540.81	589.81	589.71	571.71
A-5	500.82	588.82	589.72	571.72
A-6	588.82	589.72	589.72	571.72
A-7	589.80	589.80	589.70	571.70
A-8	588.92	589.82	589.82	571.82

NOTES  
1 EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW  
2 ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL. ATOM BEG ON MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.  
3 ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°  
4 LEGEND:  
--- BOUNDARY OF CONDOMINIUM UNITS  
- - - INDICATES LIMITED COMMON ELEMENTS  
- - - - - INDICATES COMMON ELEMENTS  
- - - - - INDICATES CHANGE IN ELEVATION  
5 CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

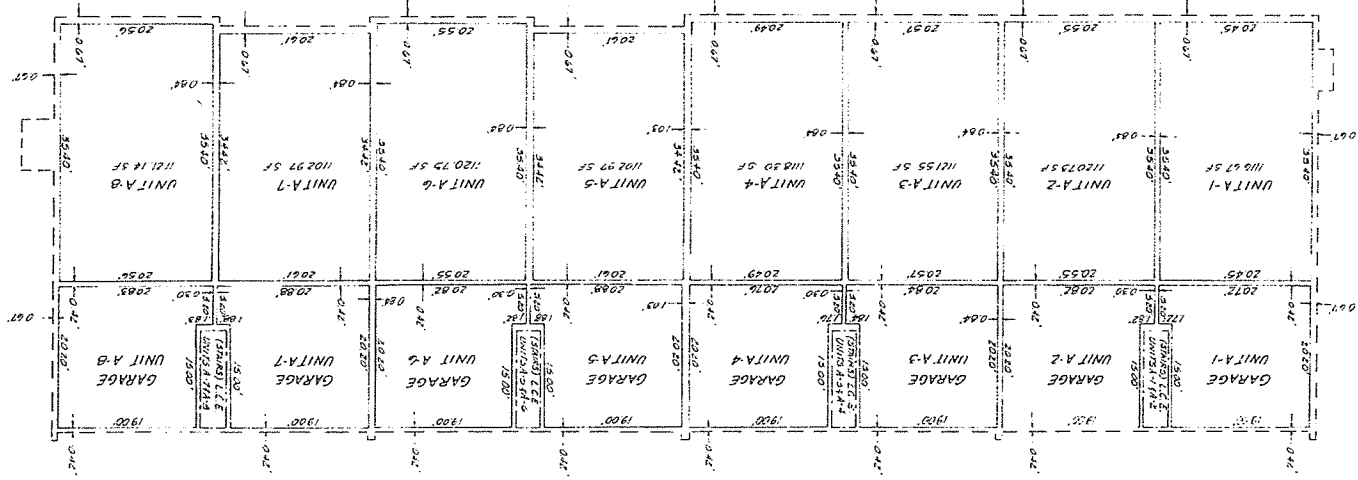


**BUILDING A**  
WOODSPRINGS TOWNHOMES  
Jefferson County, Kentucky

SCALE  
1/8" = 1'-0"

**SABAK, WILSON & HERR, INC.**  
ENGINEERS, ARCHITECTS & PLANNERS  
103 WEST MAIN  
LOUISVILLE, KENTUCKY

**BASEMENT**



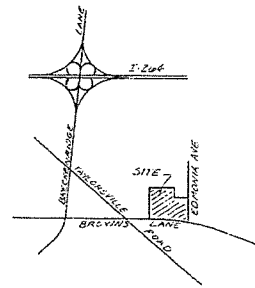
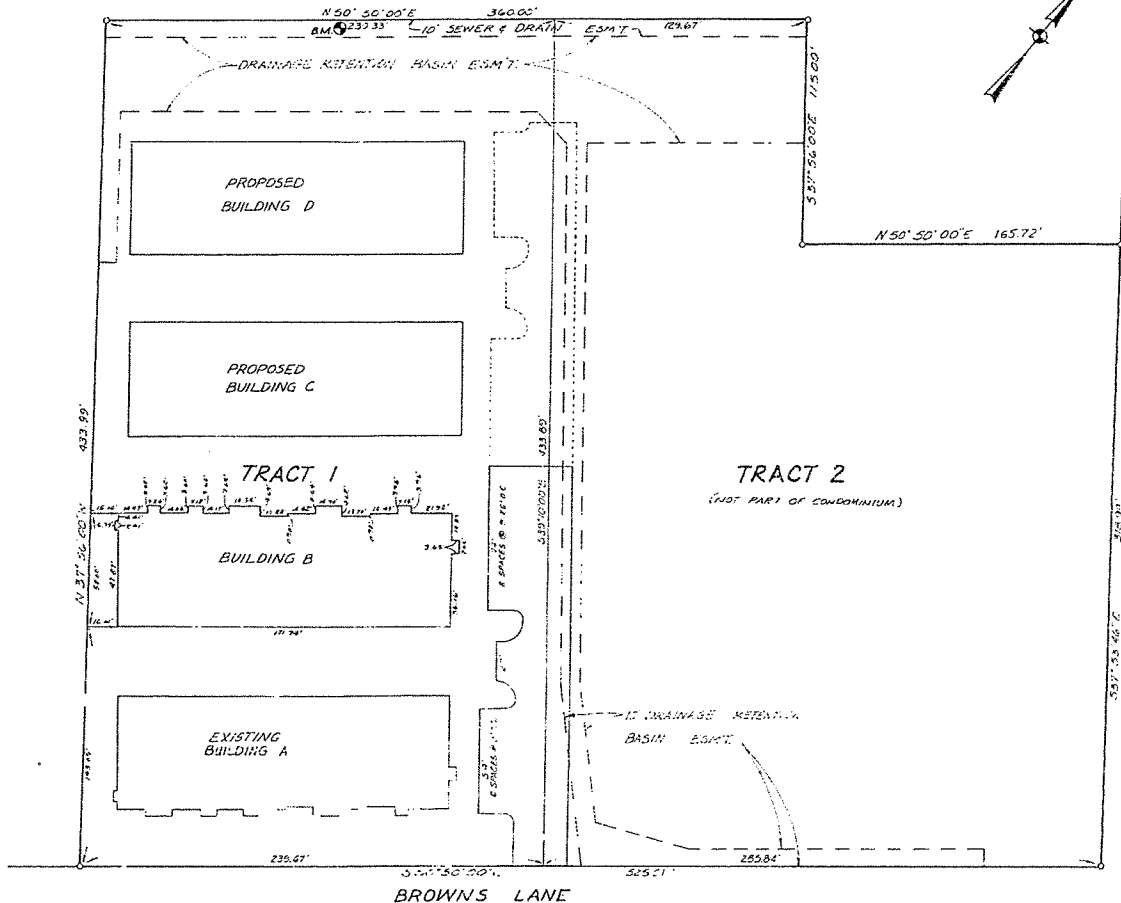
5 GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE SQUARE FOOTAGE.

UNIT	GARAGE FL.	GARAGE CEILING	BSMT FL.	BSMT CEILING
A-1	511.72	579.72	572.05	580.05
A-2	571.62	579.62	571.95	579.95
A-3	571.61	579.61	571.94	579.94
A-4	571.69	579.69	571.91	579.91
A-5	571.59	579.59	571.92	579.92
A-6	571.59	579.59	571.92	579.92
A-7	571.57	579.57	571.90	579.90
A-8	571.67	579.67	572.02	580.02



**NOTES**

1. EACH CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATIONS SHOWN IN FEET ARE BASED UPON USC & GS MEAN LEVEL DATUM BENCH MARK. FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
4. LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - - - - - INDICATES LIMITED COMMON ELEMENTS
  - ..... INDICATES COMMON ELEMENTS
  - ..... INDICATES CHANGE IN ELEVATION
5. CONDOMINIUM UNIT HAVE THE FOLLOWING ELEVATIONS:



KEY MAP

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Paul J. Hines*  
REGISTERED LAND SURVEYOR, KY 2089

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT.

SUBSCRIBED AND SWORN TO,  
*Paul J. Hines*  
PROFESSIONAL ENGINEER, KY 10413

*Thomas Williams*  
NOTARY PUBLIC, STATE OF KY, COUNTY AT-LARGE MY COMMISSION EXPIRES July 17, 1988

NOTE:  
EXISTING BUILDINGS HAVE BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:

BUILDING	BOOK	PAGE
A	20	44

**BENCH MARK**

BM NO. 1 EX. M.H. RIM STA. 32+26.17  
BROOKHAVEN SECTION "F" SANITARY SEWERS.  
ELEV. 561.33

**OAKVIEW JOINT VENTURE**

BY: COX & PEMBERTON, INC.  
BY: PRESIDENT  
BY: L. H. F. SERVICE CORPORATION  
BY: PRESIDENT

**ACKNOWLEDGMENT:**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
THE FOREGOING PLAN WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1988 BY OAKVIEW JOINT VENTURE BY COX & PEMBERTON, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

NOTARY PUBLIC, JEFFERSON CO. KENTUCKY  
MY COMMISSION EXPIRES \_\_\_\_\_

PROJECT	
DATE	

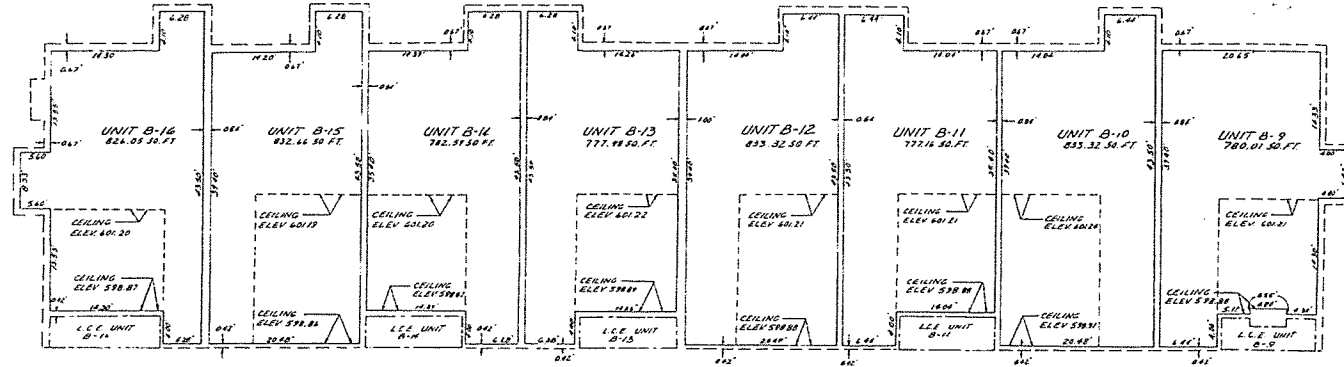
**SABAK, WILSON & HERP, INC.**  
ARCHITECTS ENGINEERS PLANNERS  
152 WEST MAIN  
LOUISVILLE, KENTUCKY

SCALE: 1"=20'  
DRAWN: GWR  
DATE: 10-1-88

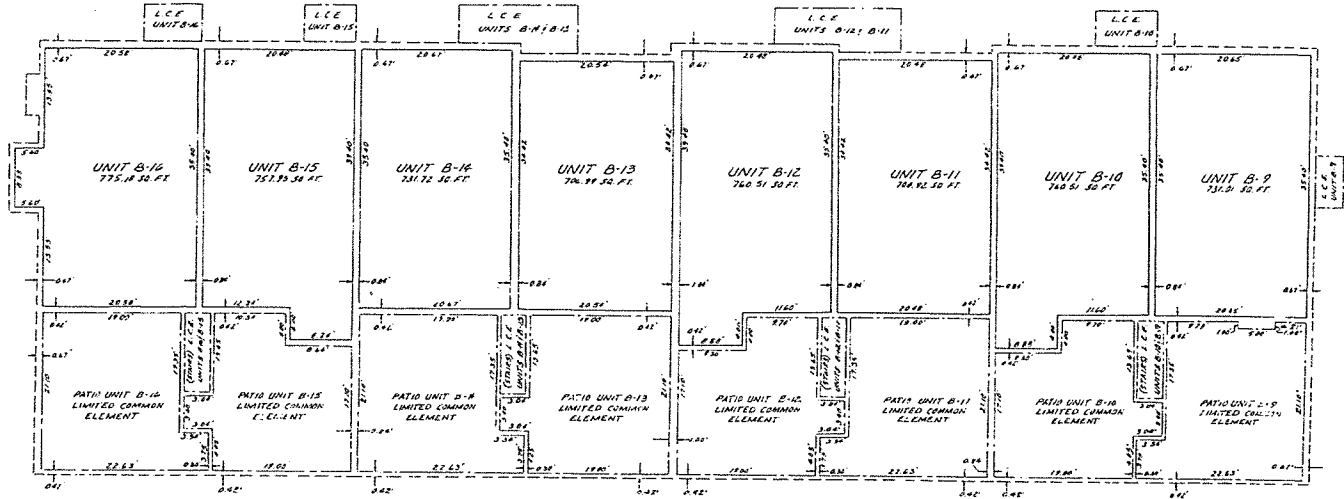
PROPERTY MAP  
WOODSPOINTE TOWNHOMES  
BUILDING B  
Jefferson County, Kentucky

REV. 147, 100	3
DATE	1

21 x 37



SECOND FLOOR



FIRST FLOOR

**NOTES**

1. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW
2. ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
4. LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - - - INDICATES LIMITED COMMON ELEMENTS
  - INDICATES COMMON ELEMENTS
  - ..... INDICATES CHANGE IN ELEVATION
5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

UNIT	1ST. FLOOR	1ST. CEILING	2ND FLOOR	2ND CEILING
B-16	580.35	588.35	589.25	597.25
B-15	580.34	588.34	589.24	597.24
B-14	580.35	588.35	589.25	597.25
B-13	580.37	588.37	589.27	597.27
B-12	580.36	588.36	589.26	597.26
B-11	580.36	588.36	589.26	597.26
B-10	580.39	588.39	589.29	597.29
B-9	580.36	588.36	589.26	597.26

REVISIONS  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 300 WEST MAIN  
 COVINGTON, KENTUCKY

BUILDING B  
 WOODSPOINTE TOWNHOMES  
 Jefferson County, Kentucky

SCALE: 1/2" = 1'-0"  
 DRAWN: J.W.  
 DATE: 11-18-80

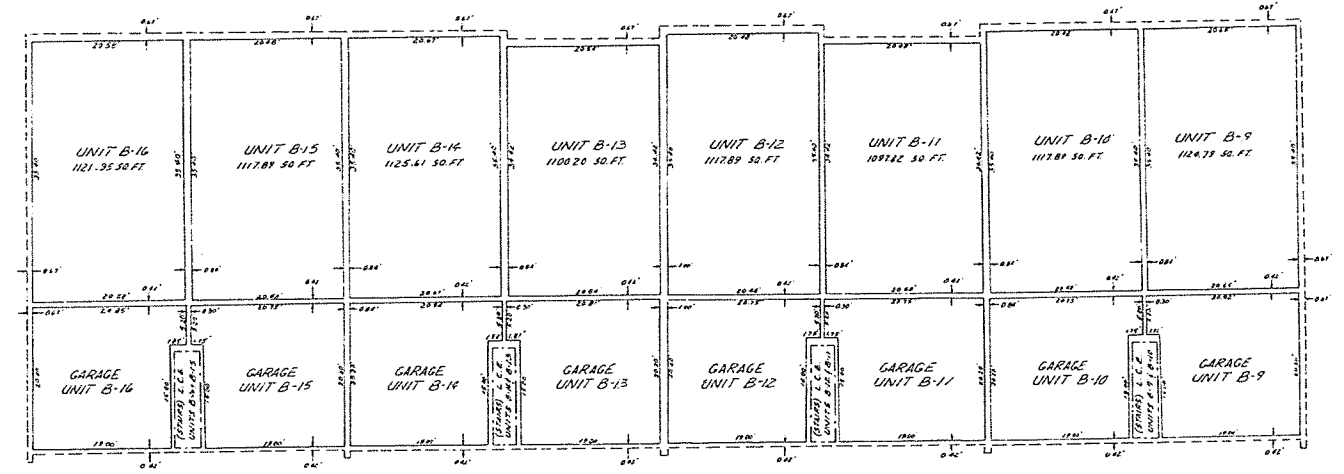
FILE # 21-36  
 SHEET 19

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK. FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
  - ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
  - LEGEND:**  
 ——— BOUNDARY OF CONDOMINIUM UNITS  
 - - - - - INDICATES LIMITED COMMON ELEMENTS  
 - - - - - INDICATES COMMON ELEMENTS  
 - - - - - INDICATES CHANGE IN ELEVATION

5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS

UNIT	GARAGE FL.	GARAGE CEILING	CEM'T FL.	BSM'T CEILING
B-16	571.03	579.03	571.45	579.45
B-15	571.02	579.02	571.44	579.44
B-14	571.03	579.03	571.45	579.45
B-13	571.05	579.05	571.47	579.47
B-12	571.04	579.04	571.46	579.46
B-11	571.04	579.04	571.46	579.46
B-10	571.07	579.07	571.49	579.49
B-9	571.04	579.04	571.46	579.46

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT BASEMENT SQUARE FOOTAGE.



*BASEMENT*

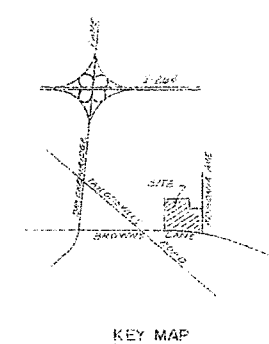
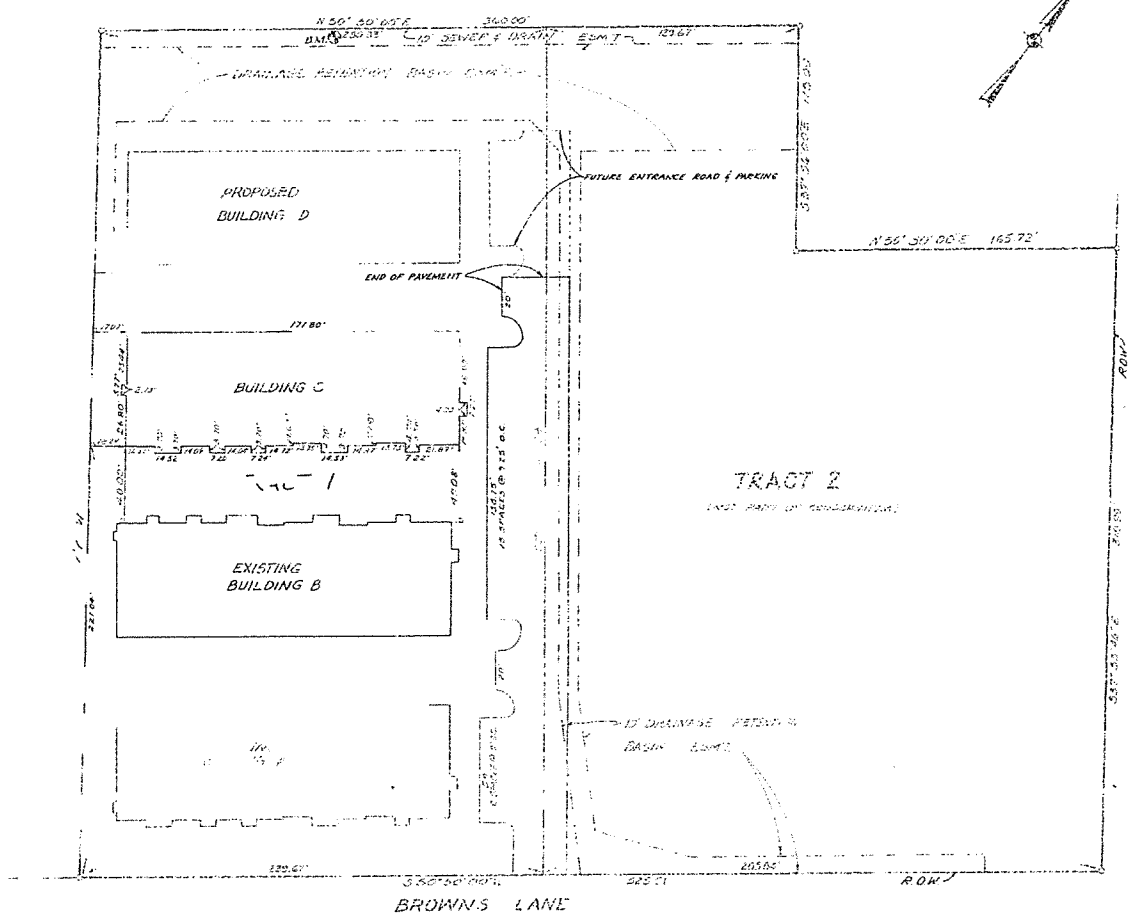
REVISIONS

**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 300 WEST MAIN, LOUISVILLE, KENTUCKY

SCALE: 1/8" = 1'-0"  
 DRAWN: J.M.  
 DATE: 10-6-80

**BUILDING B**  
 WOODSHORTE TOWNHOMES  
 Jefferson County, Kentucky

FILE: 741-220  
 No. 3  
 Sheet of 3



**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David J. Hines*  
 REGISTERED LAND SURVEYOR, KY. 2089

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE APARTMENT UNITS.

*Frances Kellison*  
 PROFESSIONAL ENGINEER, KY. 10413

*Frances Kellison*  
 REGISTERED PROFESSIONAL ENGINEER, KY. 10413

July 12, 1978

NOTE: EXISTING BUILDING B HAS BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:

APARTMENT	BOOK	PAGE
A	20	40
B	21	37

**BENCH MARK**  
 BM. NO. 1 EX. M.H. RM. STA. 32+26.17  
 BROADHAVEN SECTION "F" SANITARY SEWERS.  
 ELEV. 561.33

**OAKVIEW JOINT VENTURE**  
 BY CAROL A. PEMBERTON, INC.  
 BY \_\_\_\_\_  
 PRESIDENT  
 BY L. H. F. SERVICE CORPORATION  
 BY \_\_\_\_\_  
 PRESIDENT

**ACKNOWLEDGMENT**  
 STATE OF KENTUCKY  
 COUNTY OF JEFFERSON  
 THIS INSTRUMENT BEING VOLUNTARILY MADE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1978 BY CAROL A. PEMBERTON, INC. BY CAROL A. PEMBERTON, INC. BY CAROL A. PEMBERTON, INC. AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE

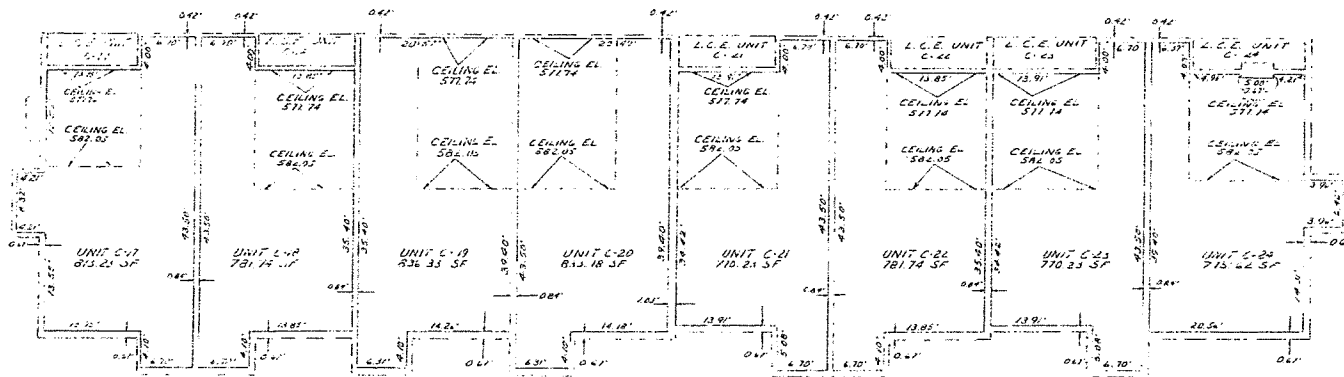
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY  
 MY COMMISSION EXPIRES \_\_\_\_\_

**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 1000 W. MARKET STREET, SUITE 100, LOUISVILLE, KY. 40202  
 TEL. 502-251-1100

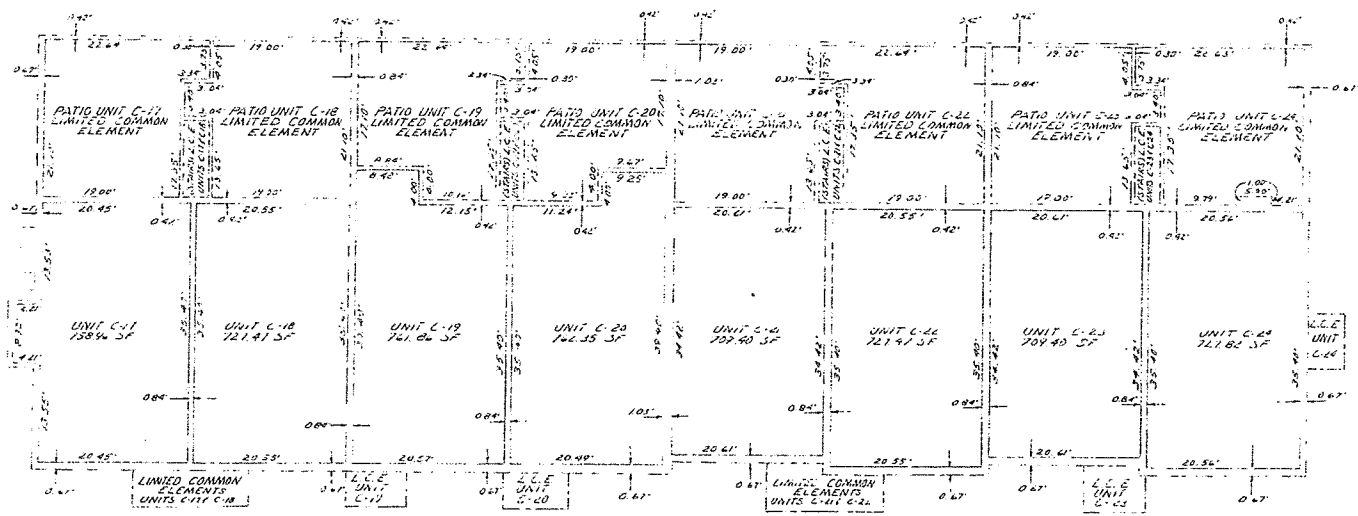
**PROPERTY MAP**  
 WOODSPOINTE APARTMENT UNITS  
 BUILDING C  
 Jefferson County, Kentucky

PLAT 147.52P  
 J  
 1

2277



SECOND FLOOR



FIRST FLOOR

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE COMMON UNIT BOUNDARY LINES SHOWN ON THE FLOOR PLANS AT THE FLOOR AND CEILING ELEVATIONS NOTED BELOW.
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCHMARK FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
  - ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
  - LEGEND:
    - BOUNDARY OF CONDOMINIUM UNITS
    - - - - - INDICATES LIMITED COMMON ELEMENTS
    - INDICATES COMMON ELEMENTS
    - - - - - INDICATES CHANGE IN ELEVATION
  - CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
C-17	559.30	567.50	568.20	574.20
C-18	559.30	567.30	568.20	574.20
C-19	559.30	567.30	568.20	574.20
C-20	559.30	567.30	568.20	574.20
C-21	559.30	567.30	568.20	574.20
C-22	559.30	567.30	568.20	574.20
C-23	559.30	567.30	568.20	574.20
C-24	559.30	567.30	568.20	574.20

DRAWN BY: **SARAK, WILSON & HERP, INC.**  
 ARCHITECTS & PLANNERS  
 200 WEST MAIN  
 LOUISVILLE, KENTUCKY

SCALE: 1" = 8'  
 DRAWN BY: **BRANNAN**  
 DATE: 12-16-88

BUILDING C  
 WOODPOINTE TOWNHOMES  
 Jefferson County, Kentucky

THIS SET CONTAINS:  
 3 SHEETS  
 OF  
 2

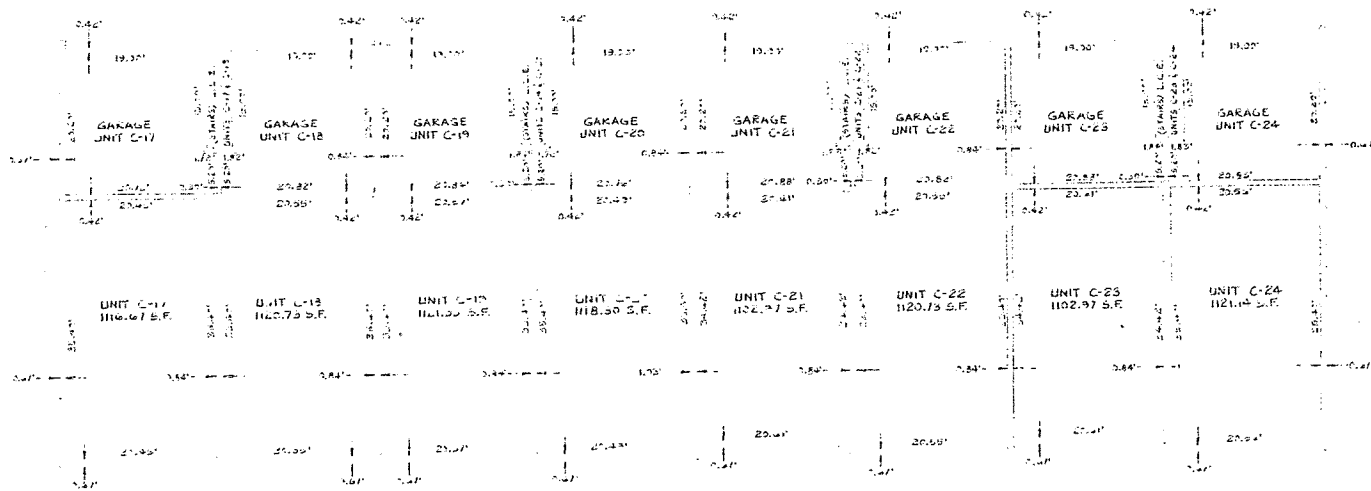


**NOTES**

1. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
4. LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - INDICATES LIMITED COMMON ELEMENTS
  - INDICATES COMMON ELEMENTS
  - INDICATES CHANGE IN ELEVATION
5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATION:

UNIT	GARAGE FL.	GARAGE CEILING	CEILING FL.	FLOOR CEILING
C-17	204.70	219.70	204.70	214.70
C-18	204.70	219.70	204.70	214.70
C-19	204.70	219.70	204.70	214.70
C-20	204.70	219.70	204.70	214.70
C-21	204.70	219.70	204.70	214.70
C-22	204.70	219.70	204.70	214.70
C-23	204.70	219.70	204.70	214.70
C-24	204.70	219.70	204.70	214.70

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE SQUARE FOOTAGE.



BASEMENT

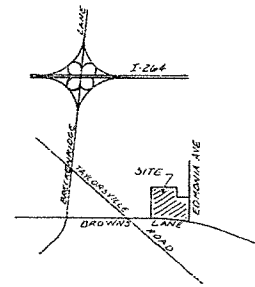
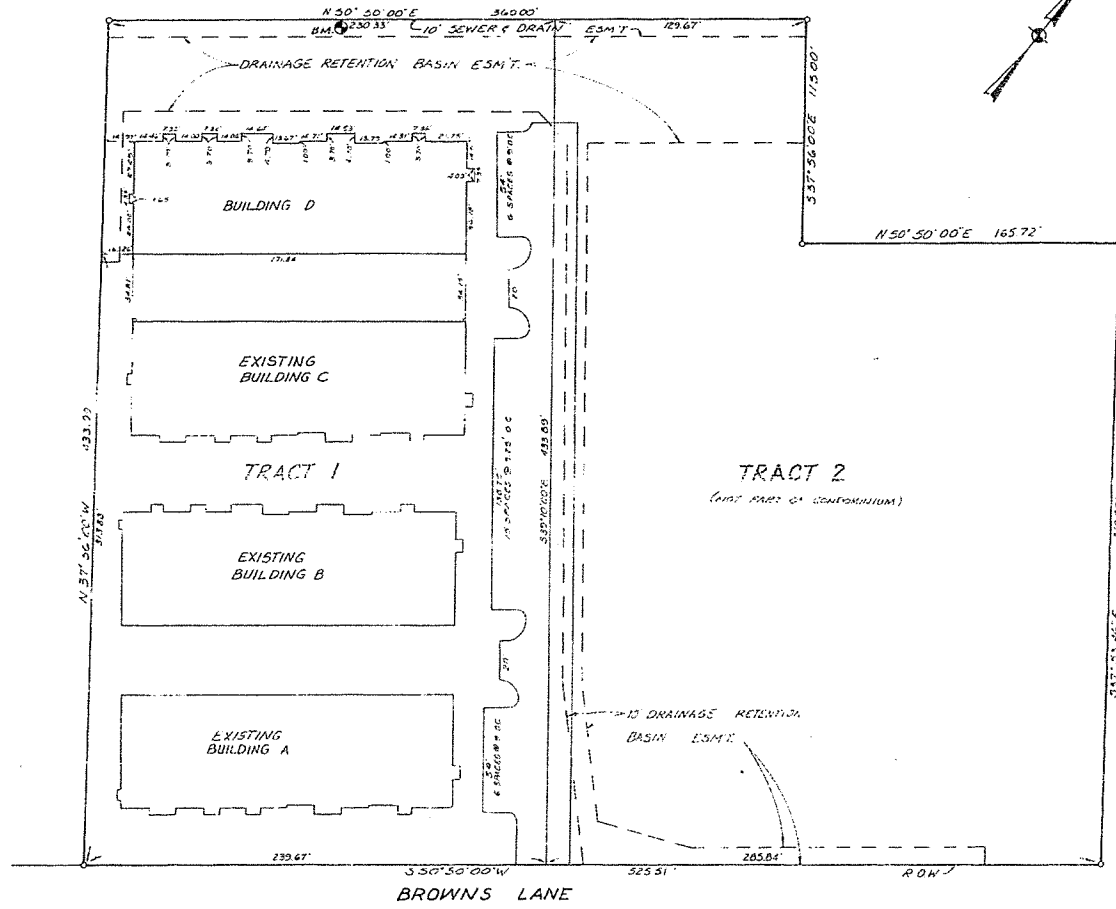


**SABAK, WILSON & HERP, INC.**  
 ENGINEERS LANDSCAPE ARCHITECTS & PLANNERS  
 100 WEST MAIN LOUISVILLE, KENTUCKY

SCALE  
 1/4" = 1'-0"  
 DRAWN BY  
 DATE 12-10-83

BUILDING C  
 WOODSPRINGS TOWNHOMES  
 Jefferson County, Kentucky





**KEY MAP**

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

*Charles R. Cox*  
REGISTERED LAND SURVEYOR, KY. 2089

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT

SUBSCRIBED AND SWORN TO,  
*Charles R. Cox*  
PROFESSIONAL ENGINEER, KY. 10413  
Notary Public, State of KY, County of Jefferson  
AT LARGE MY COMMISSION EXPIRES  
May 20, 1985

NOTE  
EXISTING BUILDINGS HAVE BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:

BUILDING	BOOK	PAGE
A	20	44
B	21	37
C	22	27

**BENCH MARK**

B.M. NO. 1 EX. M.H. RIM STA. 32+26.17  
BROOKHAVEN SECTION "F" SANITARY SEWERS.  
ELEV. 561.33

**OAKVIEW JOINT VENTURE**

BY COX & PEMBERTON, INC.  
BY PRESIDENT  
BY L. H. F. SERVICE CORPORATION  
BY PRESIDENT

**ACKNOWLEDGMENT:**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
THIS FOREGOING PLAT WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF May 1985  
BY OAKVIEW JOINT VENTURE BY COX & PEMBERTON, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

NOTARY PUBLIC, JEFFERSON CO. KENTUCKY  
MY COMMISSION EXPIRES \_\_\_\_\_

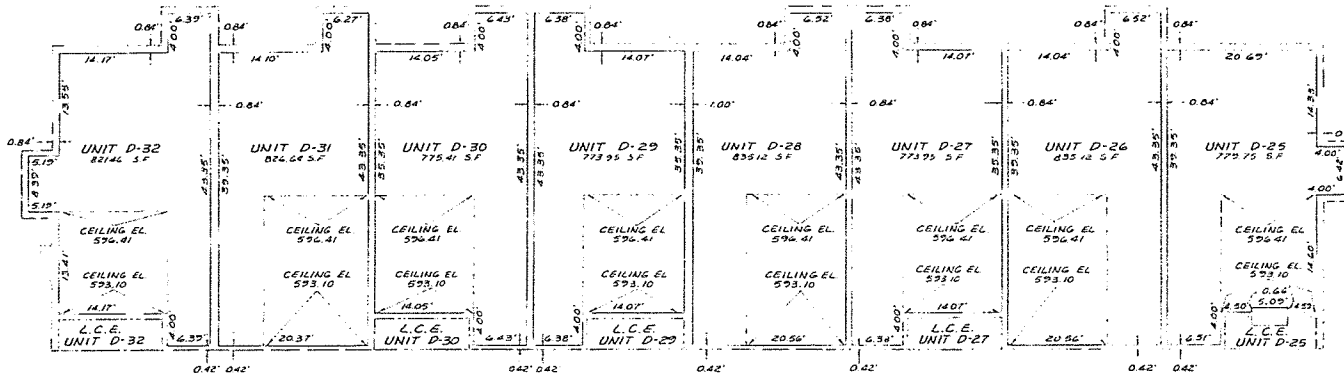
**SABAK, WILSON & HERP, INC.**  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
209 WEST MAIN, LOUISVILLE, KENTUCKY

SCALE: 1" = 20'-0"  
DRAWN: R.M.L.  
DATE: 7/26/85

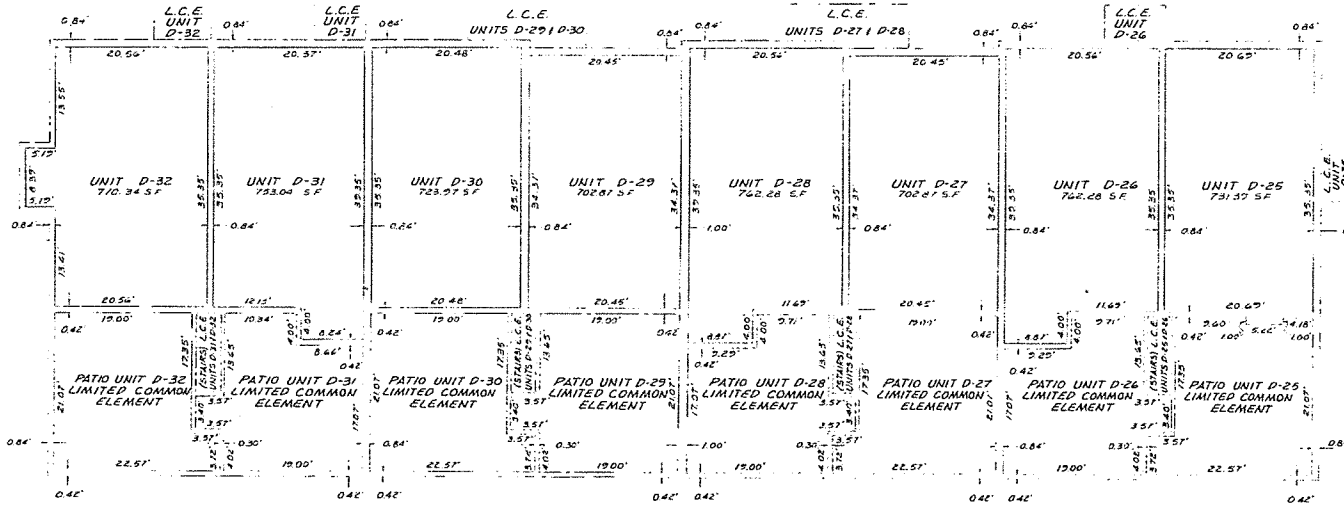
PROPERTY MAP  
WOODSPOINTE TOWNHOMES  
BUILDING D  
Jefferson County, Kentucky

FILE 147.460  
SHEET 3 OF 10  
**1**

26 x 1



SECOND FLOOR



FIRST FLOOR

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL WITH BENCH MARK #1074. ALL ELEVATIONS ARE REFERRED TO THIS DATUM.
  - ALL MEASUREMENTS OF CONDOMINIUM UNITS ARE 30°.
  - LEGEND:  
 - - - - - BOUNDARY OF CONDOMINIUM UNIT  
 - - - - - INDICATES LIMITED COMMON ELEMENT  
 - - - - - INDICATES SPECIAL ELEMENT  
 - - - - - INDICATES CHANGE IN ELEVATION

CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS.

UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
D-25	574.67	582.67	583.57	591.57
D-26	574.67	582.67	583.57	591.57
D-27	574.67	582.67	583.57	591.57
D-28	574.67	582.67	583.57	591.57
D-29	574.67	582.67	583.57	591.57
D-30	574.67	582.67	583.57	591.57
D-31	574.67	582.67	583.57	591.57
D-32	574.67	582.67	583.57	591.57



REVISIONS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SABAK, WILSON, HEINER & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 1500 S. 10TH STREET, SUITE 100, KENTUCKY, KY 40503

**BUILDING D**  
 WOODFOUNTE TOWNHOMES  
 Jefferson County, Kentucky

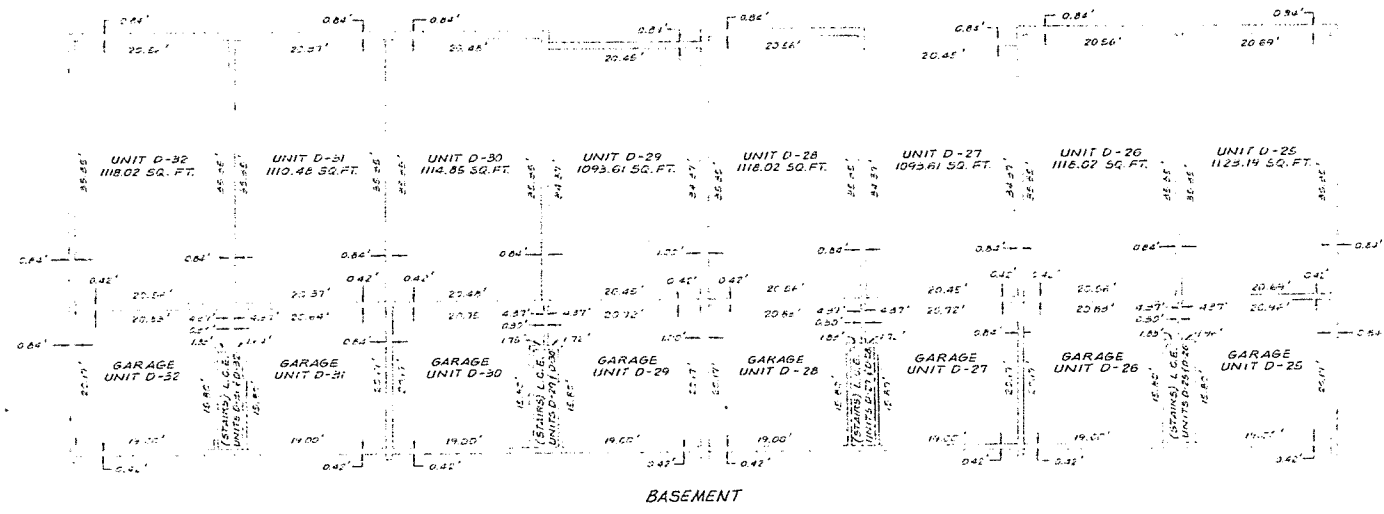
147-AGP  
 3  
 2

**NOTES**

1. EACH CONCRETE UNIT OUTSIDE OF THE SPACE BEHIND BY A VERTICAL PROJECTION OF THE APPLICABLE WALL BOUNDARY LINE SHOWN BY THE STRUCTURAL PLANS AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATION SHALL IN FEET ARE BASED UPON M.S.L. & G.S. MEAN LEVEL 12TH BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERNAL ANGLES OF CONCRETE UNIT ARE 90°
4. LEGEND:
  - BOUNDARY OF CONCRETE UNIT
  - INDICATES UNIT'S CORNER ELEMENTS
  - INDICATES CHANGE ELEMENTS
  - INDICATES CHANGE IN ELEVATION
5. CONCRETE UNIT HAVE THE FOLLOWING ELEVATIONS:

UNIT	GARAGE FLOOR	GARAGE CEILING	FLOOR F.L.	UNIT CEILING
D-25	565.47	573.47	565.77	573.77
D-26	565.47	573.47	565.77	573.77
D-27	565.47	573.47	565.77	573.77
D-28	565.47	573.47	565.77	573.77
D-29	565.47	573.47	565.77	573.77
D-30	565.47	573.47	565.77	573.77
D-31	565.47	573.47	565.77	573.77
D-32	565.47	573.47	565.77	573.77

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT'S RESIDENT SQUARE FOOTAGE.



REVISIONS

**SABAK, WILSON, HEINER & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 100 W. 10TH STREET, SUITE 200, CINCINNATI, OHIO 45202

SCALE	1" = 8'
DRAWN	F.M.
DATE	7-28-99

**BUILDING D**  
**WOODSPRITE TOWNHOMES**  
 Jefferson County, Kentucky

EST. NO.	400
SHEET	3
TOTAL SHEETS	3

26 x 3

THIRD AMENDMENT TO MASTER DEED  
OF  
WOODSPONTE TOWNHOMES

This Third Amendment to the Master Deed of Woodspointe Townhomes is made August 25, 1981 by Oakview Joint Venture, herein called "Developer".

Developer has recorded a Master Deed for Woodspoint Townhomes dated September 4, 1980, of record in Deed Book 5185, Page 777, and amended in Deed Book 5197, Page 624 and Deed Book 5204, Page 624, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky. In Paragraph 5 of said Master Deed, Developer reserved the right, among other things, to amend same from time to time for the purpose of adding buildings. Building D is now constructed and Developer intends by this document to amend said Master Deed to include Building D.

NOW, THEREFORE, Developer hereby amend the aforesaid Master Deed as follows:

1. So much of numerical Paragraph 4 providing for the unit number, the square foot area, and the percentage interest in the Common Elements is re-distributed as follows:

Unit Number	Square Foot Area	Percentage of Interest
1	2688.86	3.169
2	2629.94	3.099
3	2719.74	3.205
4	3713.83	3.198
5	2582.60	3.043
6	2629.94	3.099
7	2682.60	3.043
8	2624.58	3.093
9	2635.81	3.106
10	2711.72	3.196
11	2579.90	3.040
12	2711.72	3.196
13	2585.17	3.046
14	2639.92	3.111
15	2708.50	3.192
16	2723.18	3.209

Unit Number	Square Foot Area	Percentage of Interest
17	2688.86	3.169
18	2629.94	3.099
19	2719.74	3.205
20	2713.83	3.198
21	2582.60	3.043
22	2629.94	3.099
23	2582.60	3.043
24	2624.58	3.093
25	2634.33	3.104
26	2715.42	3.200
27	2570.43	3.029
28	2715.42	3.200
29	2570.43	3.029
30	2614.23	3.081
31	2690.16	3.170
32	2709.82	3.153

2. Simultaneously with the recording of this Amendment there is filed a set of the floor plans of Building D showing the layout, location, unit numbers and dimensions of the units, of record in Condominium Book 16, Pages 1 through 3.

3. All other terms of the Master Deed not inconsistent herewith shall remain in full force and effect.

In affirmation of this instrument, witness the signature of the Developer this August 25, 1981.

OAKVIEW JOINT VENTURE

BY: L. H. F. Service Corporation

BY: [Signature]  
President

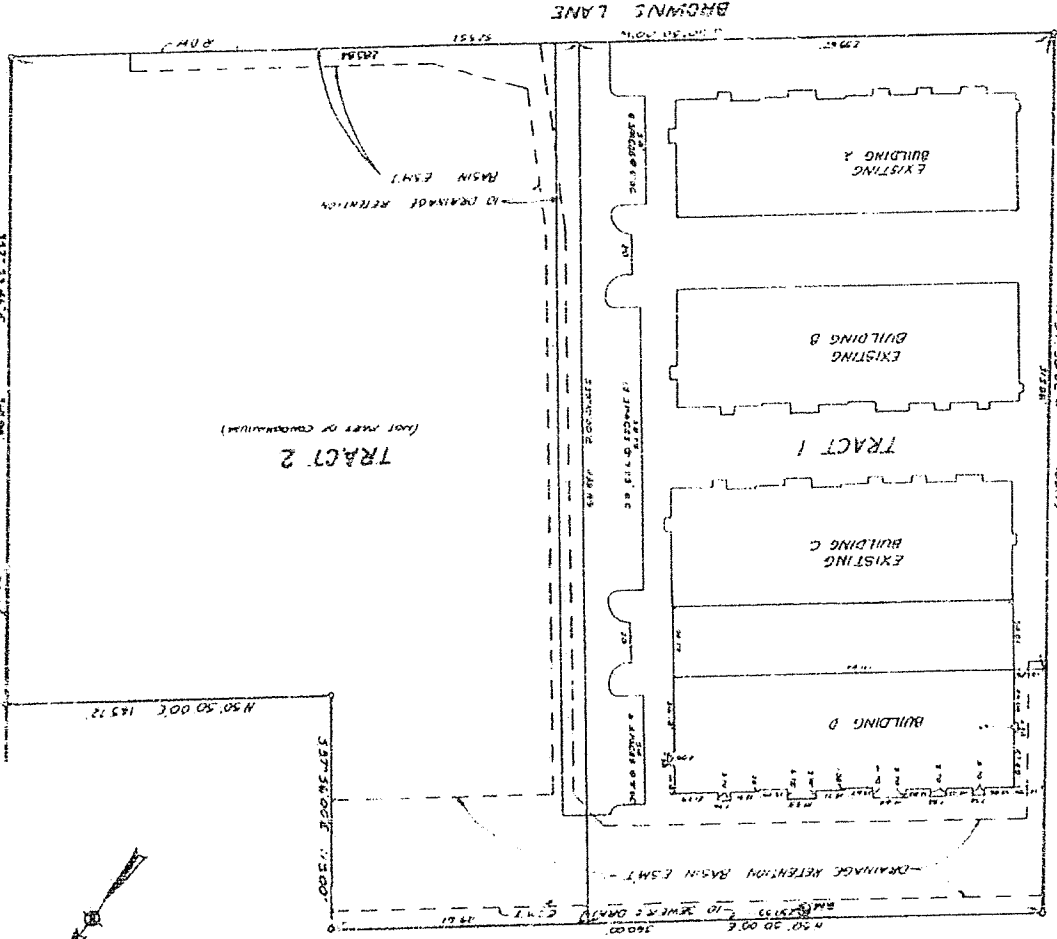
PREPARED IN THE OFFICES OF  
MUTT & YANK, ATTYS.  
140 SO. Fifth STREET  
LOUISVILLE, KENTUCKY 40202

BY: [Signature]  
EXAM

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 25th day of August, 1981 by Oakview Joint Venture by L. H. F. Service Corporation by Terry A. Turbeville as President, to be the act and deed of Oakview Joint Venture.

[Signature]  
Notary Public, State at Large, Kentucky  
My commission expires February 29, 1984



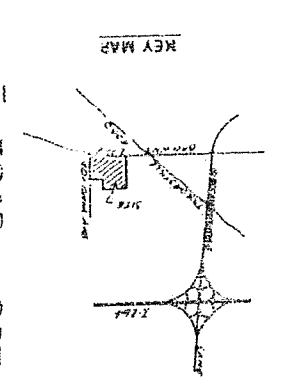
PROPERTY MAP  
 WOODBURN TOWNSHIP  
 BUILDING D  
 JEFFERSON COUNTY, KENTUCKY

BY COMMISSION EXPRESSES  
 NOTARY PUBLIC, JEFFERSON CO.  
 KENTUCKY

NOTE: THIS PROPERTY MAP WAS ACKNOWLEDGED BEFORE ME THIS DAY OF August 1981 BY CAROL R. COX AS PRESIDENT, KENTUCKY, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TUNBERG AS PRESIDENT, TO BE TRACT 2 AND DEED OF GARVEW JOINT VENTURE.

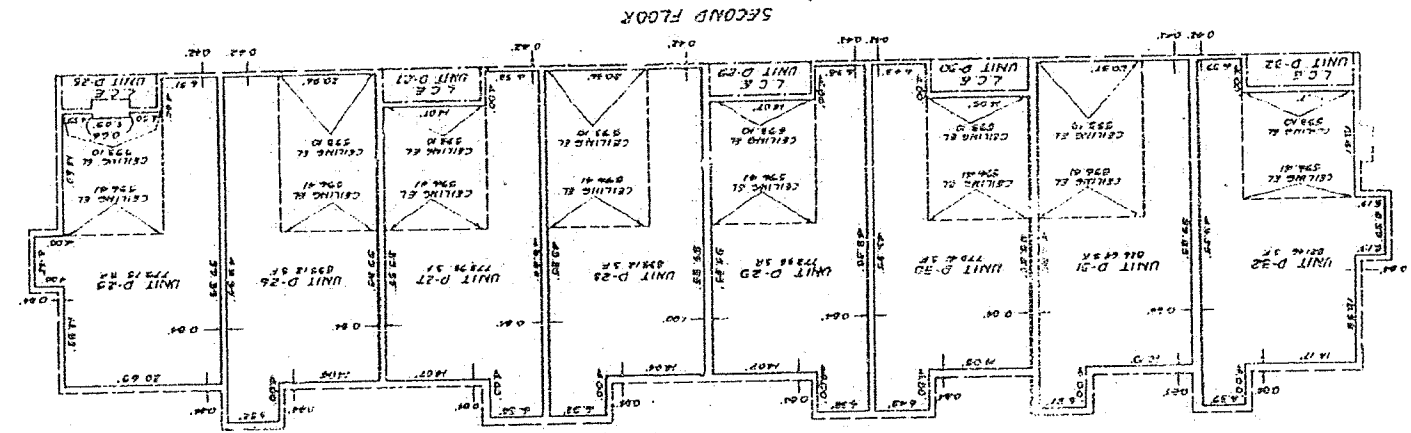
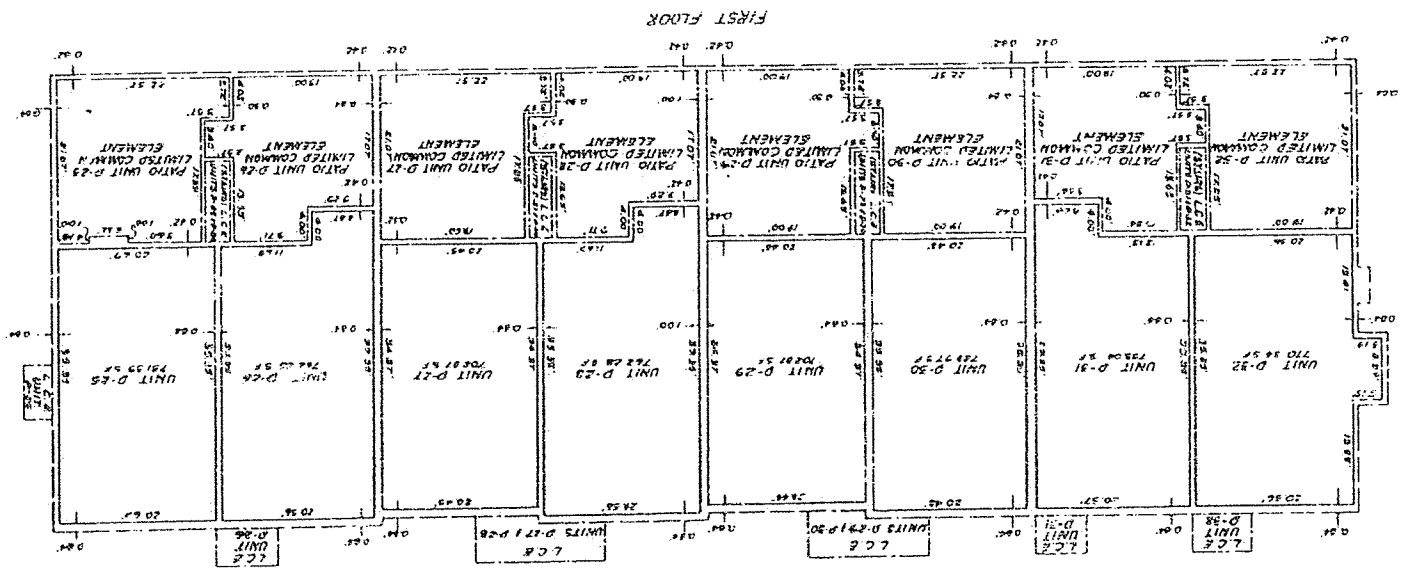
ACKNOWLEDGMENT:  
 STATE OF KENTUCKY  
 COUNTY OF JEFFERSON  
 I, \_\_\_\_\_, CLERK OF COURTS,  
 DO HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS AND DIVISIONS OF THE TRACTS AS SUBSCRIBED AND SWORN TO.

SURVEYOR'S CERTIFICATE:  
 I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT AND THAT THE LINES AND ANGLES IN MEASUREMENTS SHOWN ON THE VERTICAL ELEVATIONS AND THE CORNER ELEVATIONS SHOWN THEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



5248 865

BD-5248 pg. 866



- NOTES**
1. UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANS AT THE FLOOR AND LEAVE ELEVATION NOTES BELOW.
  2. ELEVATIONS SHOWN IN FEET ARE STATED FROM UIC 85 ELEMENTS AND REFERRED TO IN DRAWING.
  3. ALL MEASURE ANGLES OF COMMONING UNITS ARE 90°.
  4. LEGEND:
    - BOUNDARY OF COMMONING UNITS
    - INDICATES COMMON ELEMENTS
    - INDICATES LIMITED COMMON ELEMENTS
  5. COMMONING UNITS HAVE THE FOLLOWING ELEVATIONS:
 

UNIT	1ST FLOOR	2ND FLOOR
D-25	52.47	52.47
D-26	52.47	52.47
D-27	52.47	52.47
D-28	52.47	52.47
D-29	52.47	52.47
D-30	52.47	52.47
D-31	52.47	52.47
D-32	52.47	52.47

BUILDING D  
 WOODSPRINGS TOWNHOME  
 Jefferson County, Kentucky

**BARAK, WILSON, HERRER & LINDO, INC.**  
 ARCHITECTS & PLANNERS  
 1111 W. 10th St.  
 Louisville, Kentucky 40203

BD-5248 pg. 866



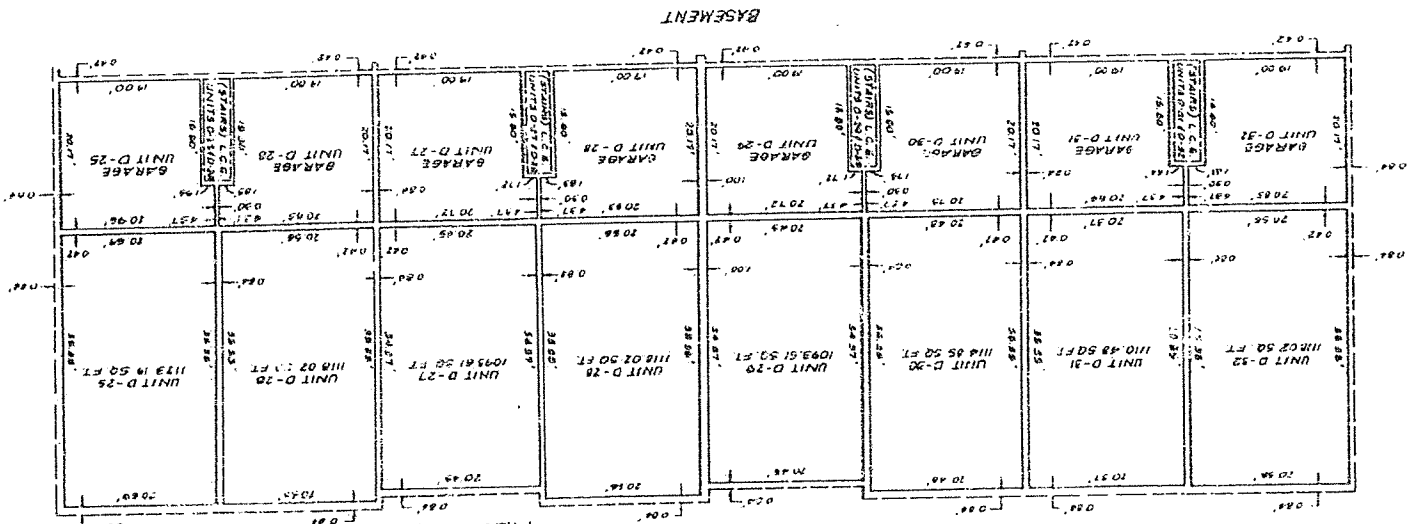
11  
29  
12 17-101

BUILDING D  
WOODSPRINGS TOWNHOMES  
Jefferson County, Kentucky

DATE: 7-17-77  
DRAWN BY: J.M.  
SCALE: 1/8" = 1'-0"

ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
**SABAR, WILSON, HEIBER & LISCO, INC.**

175246



FILE NO. 285  
BOOK 2 PAGE 1-3  
RPT. OWNERSHIP  
OR  
CONDOMINIUM

*J. C. Williams*  
3/14/84  
1000 5248 1000 867

1. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT BASEMENT SQUARE FOOTAGE

UNIT	GARAGE CEILING	BASE FLOOR	BASEMENT CEILING
D-25	569.47	519.47	569.77
D-26	569.47	519.47	569.77
D-27	569.47	519.47	569.77
D-28	569.47	519.47	569.77
D-29	569.47	519.47	569.77
D-30	569.47	519.47	569.77
D-31	569.47	519.47	569.77

- NOTES
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE COMMON WALL, SOMEWHAT LINES SHOWN, AND BY THE HORIZONTAL PLANS AT THE FLOOR AND CEILING ELEVATION NOTED BELOW.
  - LEVELING SHOWN IN TEXT AND NOTED UPON U.S.C. & G.S. NEAR LEVEL DATA FROM MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATA.
  - ALL INTERIOR ANGLES OF COMMON WALLS ARE 90°.
  - LEGEND:
    - INDICATES COMMON ELEMENTS
    - INDICATES UNITS COMMON ELEMENTS
    - INDICATES COMMON ELEMENTS
    - INDICATES CHANGE IN ELEVATION
  - CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

1000 5248 1000 867

1000 5248 1000 867

**FOURTH AMENDMENT TO MASTER DEED**  
**FOR**  
**WOODSPOINTE TOWNHOMES**

This Declaration made and entered into this 22 day of November, 2006,  
by the Council of Co-owners of Woodspointe Townhomes, hereinafter referred to as  
"Council."

**WITNESSTH:**

**WHEREAS**, the Developer, Oakview Joint Venture, acquired certain property in Jefferson County, by Deed dated March 23, 1979, of record in Deed Book 5079, Page 815, in the Office of the Clerk of Jefferson County, Kentucky; and

**WHEREAS**, the developer submitted the above referenced property to the Condominium form of ownership and use by Master Deed dated September 4, 1980, of record in Deed Book 5185, Page 777 in the Office of the Clerk aforesaid, and as further Amended; and

**WHEREAS**, the Developer has transferred all control and administration of the Condominium Regime to the Unit Owners comprising the Council of Co-Owners pursuant to said Master Deed and By- Laws; and

**WHEREAS**, the Council now desires to amend the Master Deed and By-Laws of the Horizontal Property Regime known as Woodspointe Townhomes.

**NOW THEREFORE**, pursuant to the powers retained in the Master Deed for Woodspointe Townhomes dated September 4, 1980 and of record in Deed Book 5185, Page 777, and the By-Laws for Woodspointe Townhomes dated March 18, 1984 and of record in Deed Book 5412, Page 817, in the office aforesaid, the Council does hereby further amend the aforementioned original Master Deed and By- Laws as previously amended as follows:

AMENDMENTS TO MASTER DEED.

1. The second paragraph of section 11 of the Master Deed, styled Limited Common Elements as set forth on page 4 as follows:

*All expenses of repair, maintenance, or replacement of Limited Common Elements shall be treated as a common expense by the Board and Council of Co-Owners unless same shall be caused by the negligence or deliberate act of the individual Unit Owner, or by the actual or implied consent or permission of the individual Unit Owner, in which event such expenses relating to maintenance, repair or replacement of such Limited Common Element shall be paid by and assessed against the individual Unit Owner or Owners.*

Is modified in its entirety as follows:

The expenses of repair, maintenance, or replacement of decks appurtenant to and reserved for the exclusive use of individual Units shall be at the expense of the individual owners. All other expenses of repair, maintenance, or replacement of Limited Common Elements shall be treated as a common expense by the Board and the Council of Co-Owners unless same shall be caused by the negligence or deliberate act of the individual Unit Owner, or by the actual or implied consent or permission of the individual Unit Owner, in which event such expenses relating to maintenance, repair, or replacement of such Limited Common Areas shall be paid by and assessed against the individual Unit Owner.

2. A new section 23. shall be incorporated in the Master Deed as follows:

23. Restrictions: No unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the owner held legal title to the unit prior to August 1, 2005, or (b) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), or (c) the owner or the owner's spouse is transferred by his or her employer to a location more than 50 miles from the unit, or (d) the owner moved to a nursing home or extended care facility, or (e) the owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of c, d, or e above, a unit may be rented for a total period of time not to exceed two (2) years. A lease or rental agreement entered into within the above stated conditions, listed as a, b, c, d, or e, shall be subject to the following restrictions:

- i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and
- ii. Any such lease or rental agreement shall be subject to the Master Deed and By-Laws for Woodspointe Townhomes.

Witness that the above stated Amendments, additions and deletions to the Master Deed effective upon recording, were approved upon the proper vote of the requisite seventy percent (70%) of the Co-owners and at a meeting called for this purpose and by seventy percent (70%) of the mortgages. All other provisions in the Master Deed not specifically amended, added or deleted herein, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Witness the signature of the President and Secretary of the Board of Directors for and on behalf of the Council of Co-owners of the Woodspointe Townhomes, the day and year first above written.

COUNCIL OF CO-OWNERS OF  
WOODSPOINTE TOWNHOMES

BY *Melanie Wood*  
MELANIE WOOD, PRESIDENT

BY *Jim Latimer*  
JIM LATIMER, VICE PRESIDENT

STATE OF KENTUCKY        )  
                                  )  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2006, by Melanie Wood as President of the Board of Directors of the Council of Co-owners of the Woodspointe Townhomes Condominiums.

My commission expires: July 27, 2007

*Rebecca B. Allen*  
NOTARY PUBLIC, KY STATE - AT-LARGE

STATE OF KENTUCKY        )  
                                  )  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this 22 day of November, 2006, by Jim Latimer as Vice- President of the Board of Directors of the Council of Co-owners of the Woodspointe Townhomes Condominiums.

My commission expires: July 27, 2007

*Jessica J. Lane*  
NOTARY PUBLIC, KY STATE - AT-LARGE

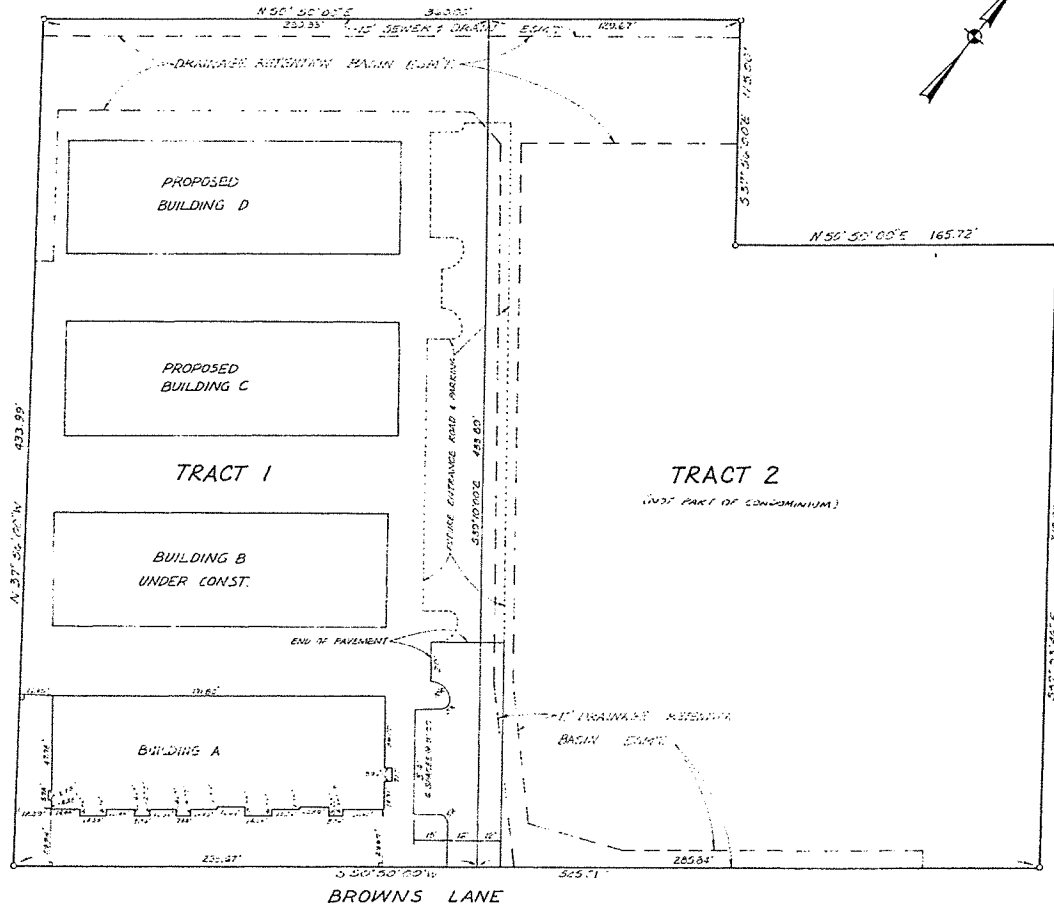
INSTRUMENT PREPARED BY:



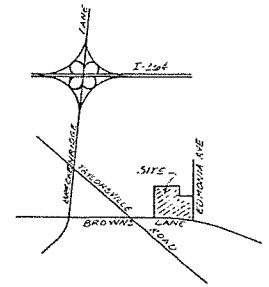
JUDITH B. GREEN  
JBM PROPERTIES, INC.  
7400 New LaGrange Road  
Louisville, KY 40222

Document No.: DN2406191849  
Lodged By: JBM PROPERTIES  
Recorded On: 12/01/2006 09:19:33  
Total Fees: 19.00  
Transfer Tax: .00  
County Clerk: ROBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: AMASHO

END OF DOCUMENT



20 47



KEY MAP

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David M. Hays*  
REGISTERED LAND SURVEYOR, KY 2023

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT.

SUBSCRIBED AND SWORN TO,  
*David M. Hays*  
PROFESSIONAL ENGINEER, KY 8407  
*Frances Killeen*  
NOTARY PUBLIC, STATE OF KY, COUNTY OF JEFFERSON  
AT-LARGE MY COMMISSION EXPIRES July 12, 1980

**OAKVIEW JOINT VENTURE**

BY: COX B PEMBERTON, INC.  
PRESIDENT  
BY: L. H. F. SERVICE CORPORATION  
PRESIDENT

**ACKNOWLEDGMENT:**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
THE FOREGOING PLAN WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF SEPTEMBER, 1980 BY OAKVIEW JOINT VENTURE BY COX B PEMBERTON, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

*Claude L. Just*  
NOTARY PUBLIC, JEFFERSON CO. KENTUCKY  
MY COMMISSION EXPIRES Feb 22, 1984

**BENCH MARK**

BM NO. 1 EX. M.H. RM. STA. 32+26.17  
PER BROOKHAVEN SECTION "F" SANITARY SEWERS. ELEV. BY PARK AERIAL SURVEYS.  
ELEV. 561.33

20x44

**SABAK, WILSON & HERR, INC.**  
PLANNERS, ENGINEERS, ARCHITECTS, INTERIORS, ENVIRONMENTAL DESIGNERS  
100 WEST MAIN STREET, SUITE 200, LOUISVILLE, KENTUCKY 40202  
PHONE: 502-251-1100  
FAX: 502-251-1101

PROPERTY MAP  
WOODPOINTE TOWNHOMES  
BUILDING A  
Jefferson County, Kentucky



20 47

20-45

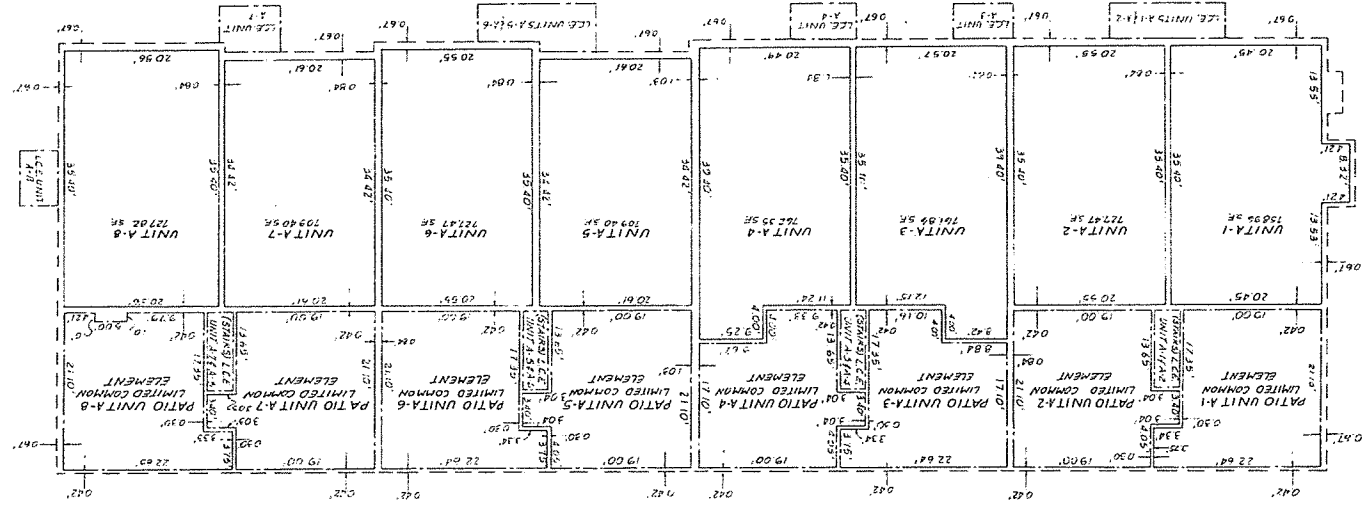


WOODSPRINTOWN HOMES  
BUILDING A  
Jefferson County, Kentucky

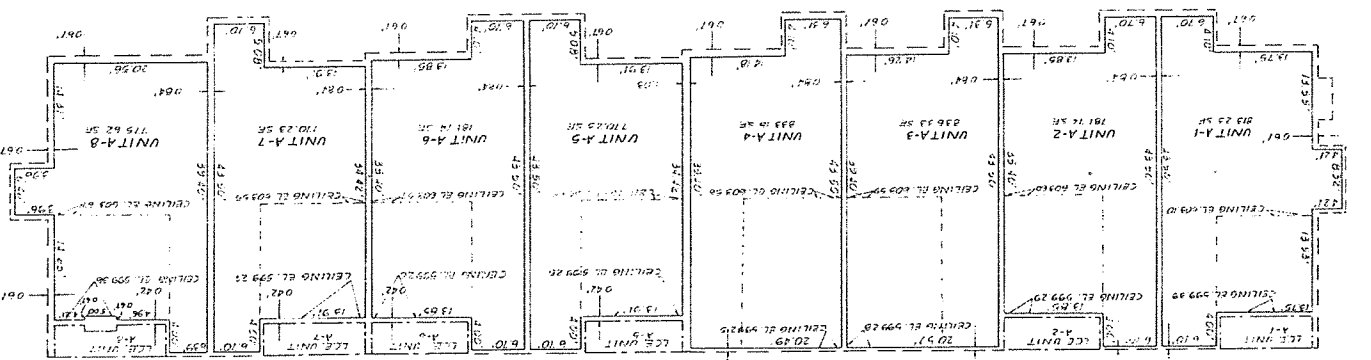
DATE 7-7-20  
DRAWN BY J  
CHECKED BY

BRIMMONS  
SABAK, WILSON & HERR, INC  
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
100 WEST MAIN  
LOUISVILLE, KENTUCKY

FIRST FLOOR



SECOND FLOOR

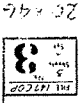


UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
A-1	540.55	553.55	553.85	571.85
A-2	520.85	533.75	533.75	571.75
A-3	540.84	554.84	554.84	571.74
A-4	540.81	553.81	553.71	571.71
A-5	500.82	533.82	533.72	571.72
A-6	520.82	533.82	533.72	571.72
A-7	520.80	533.80	533.70	571.70
A-8	520.92	533.92	533.82	571.82

**NOTES**

- 1 EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
- 2 ELEVATIONS SHOWN IN FEET ARE BASED UPON USC & GS MEAN LEVEL. ATOM BEG ON MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
- 3 ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
- 4 LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - - - - - INDICATES LIMITED COMMON ELEMENTS
  - ..... INDICATES COMMON ELEMENTS
- 5 CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:
  - ..... INDICATES CHANGE IN ELEVATION



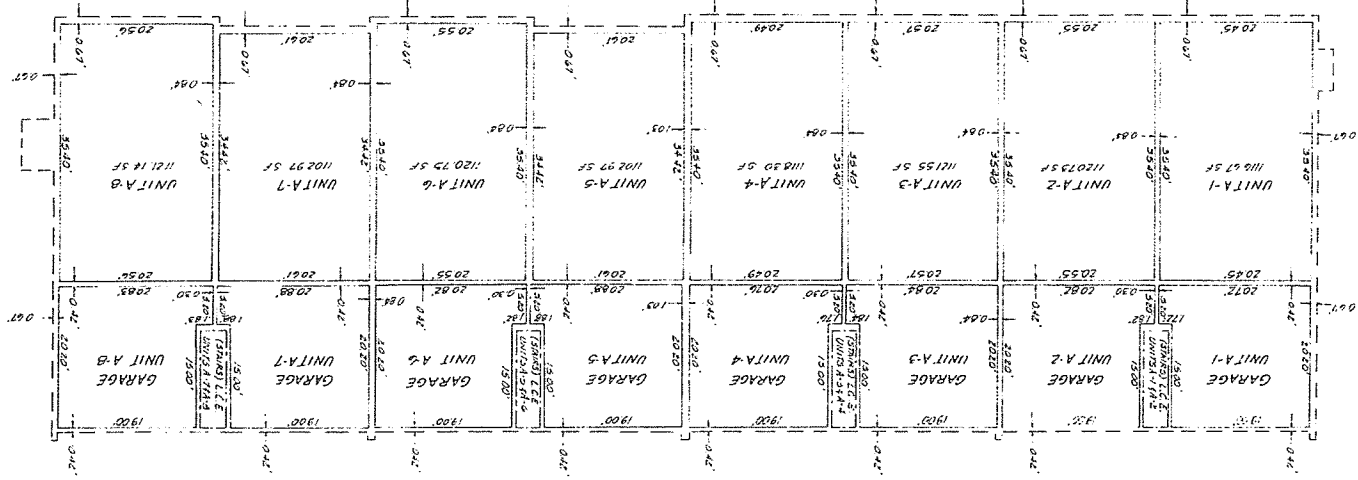


**BUILDING A**  
WOODSPRINGS TOWNHOMES  
Jefferson County, Kentucky

SCALE  
1/8" = 1'-0"

**SABAK, WILSON & HERR, INC.**  
ENGINEERS, ARCHITECTS & PLANNERS  
103 WEST MAIN, LOUISVILLE, KENTUCKY 40202

**BASEMENT**



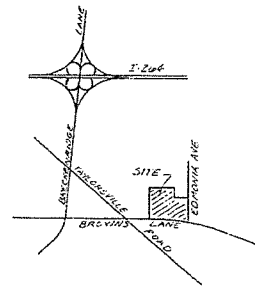
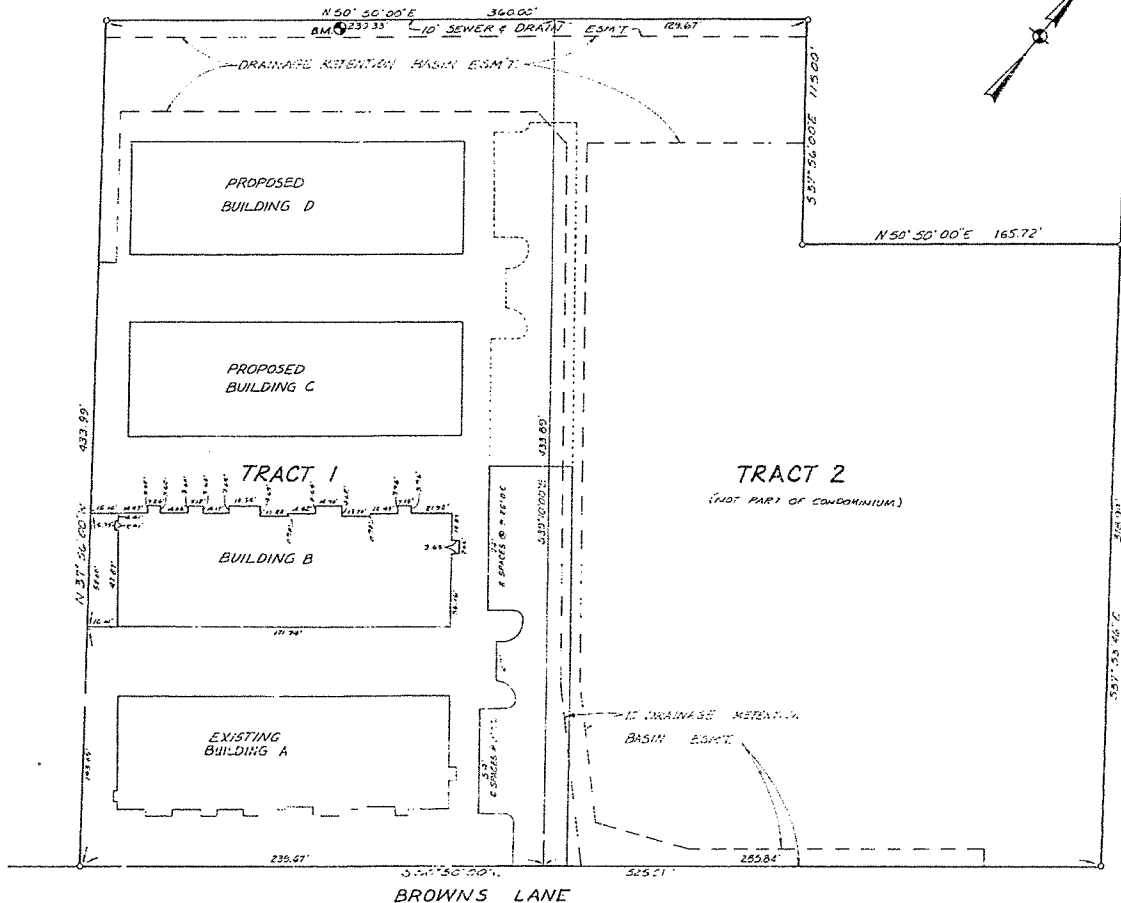
UNIT	GARAGE FL.	GARAGE CEILING	BSMT FL.	BSMT CEILING
A-1	571.72	579.72	572.05	580.05
A-2	571.62	579.62	571.95	579.95
A-3	571.61	579.61	571.94	579.94
A-4	571.69	579.69	571.91	579.91
A-5	571.59	579.59	571.92	579.92
A-6	571.59	579.59	571.92	579.92
A-7	571.57	579.57	571.90	579.90
A-8	571.67	579.67	572.02	580.02

**NOTES**

1. EACH CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATIONS SHOWN IN FEET ARE BASED UPON USC & GS MEAN LEVEL DATUM BEING MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
4. LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - - - - - INDICATES LIMITED COMMON ELEMENTS
  - ..... INDICATES COMMON ELEMENTS
  - ..... INDICATES CHANGE IN ELEVATION
5. CONDOMINIUM UNIT HAVE THE FOLLOWING ELEVATIONS:
  - 6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE SQUARE FOOTAGE.



20 x 46



**KEY MAP**

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Paul J. Hines*  
REGISTERED LAND SURVEYOR, KY 2089

**ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT.

SUBSCRIBED AND SWORN TO,  
*Paul J. Hines*  
PROFESSIONAL ENGINEER, KY 10413

*Thomas Williams*  
NOTARY PUBLIC, STATE OF KY, COUNTY OF JEFFERSON  
AT-LARGE MY COMMISSION EXPIRES July 17, 1988

**NOTE:**  
EXISTING BUILDINGS HAVE BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:

BUILDING	BOOK	PAGE
A	20	44

**BENCH MARK**

BM NO. 1 EX. M.H. RIM STA. 32+26.17  
BROOKHAVEN SECTION "F" SANITARY SEWERS.  
ELEV. 561.33

**OAKVIEW JOINT VENTURE**

BY: COX & PEMBERTON, INC.  
BY: PRESIDENT  
BY: L. H. F. SERVICE CORPORATION  
BY: PRESIDENT

**ACKNOWLEDGMENT:**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
THE FOREGOING PLAN WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 1988 BY OAKVIEW JOINT VENTURE BY COX & PEMBERTON, INC. BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

NOTARY PUBLIC, JEFFERSON CO. KENTUCKY  
MY COMMISSION EXPIRES \_\_\_\_\_

PROJECT	
DATE	

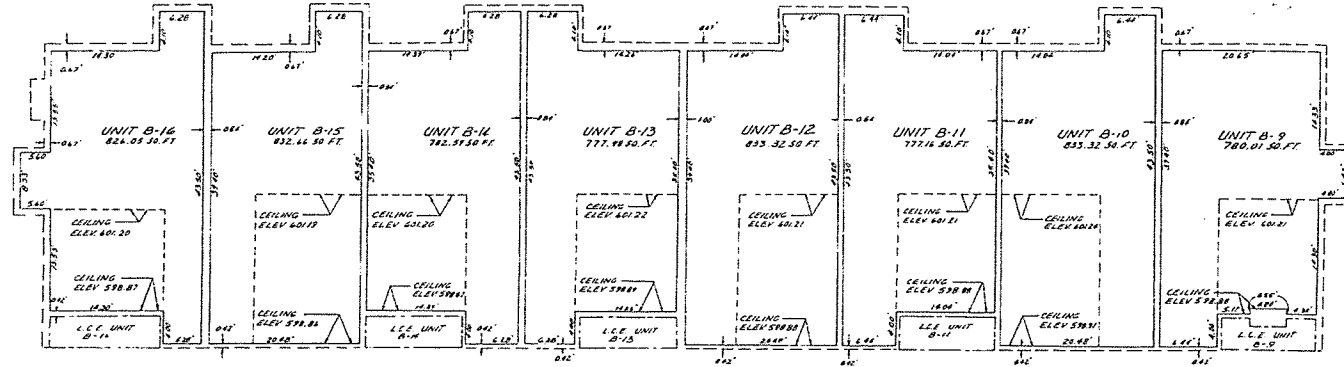
**SABAK, WILSON & HERP, INC.**  
ARCHITECTS, ENGINEERS & PLANNERS  
150 WEST MAIN  
LOUISVILLE, KENTUCKY

SCALE: 1"=20'  
DRAWN: GWR  
DATE: 10-1-88

**PROPERTY MAP**  
WOODSPOINTE TOWNHOMES  
BUILDING B  
Jefferson County, Kentucky

NO. 147,400
3
1

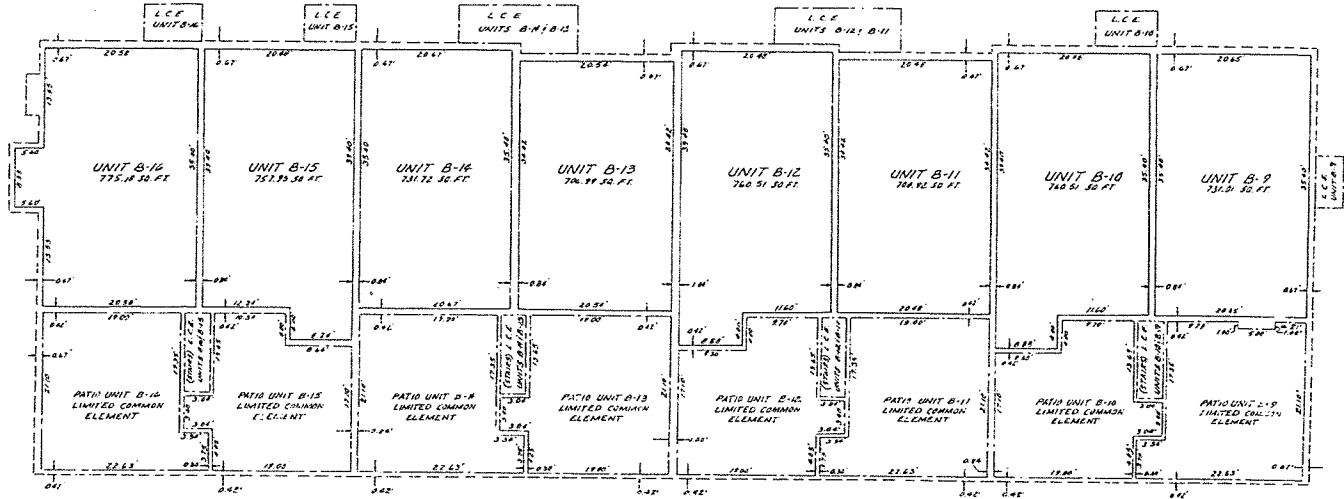
21 x 37



SECOND FLOOR

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
  - ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
  - LEGEND:
    - BOUNDARY OF CONDOMINIUM UNITS
    - INDICATES LIMITED COMMON ELEMENTS
    - INDICATES COMMON ELEMENTS
    - INDICATES CHANGE IN ELEVATION
  - CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

UNIT	1ST. FLOOR	1ST. CEILING	2ND FLOOR	2ND CEILING
B-16	580.35	588.35	589.25	597.25
B-15	580.34	588.34	589.24	597.24
B-14	580.35	588.35	589.25	597.25
B-13	580.37	588.37	589.27	597.27
B-12	580.36	588.36	589.26	597.26
B-11	580.36	588.36	589.26	597.26
B-10	580.39	588.39	589.29	597.29
B-9	580.36	588.36	589.26	597.26



FIRST FLOOR



REVISIONS  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 300 WEST MAIN  
 COVINGTON, KENTUCKY

**BUILDING B**  
**WOODSPORTE TOWNHOMES**  
 Jefferson County, Kentucky

SCALE: 1/2" = 1'-0"  
 DRAWN: J.W.  
 DATE: 11-18-80

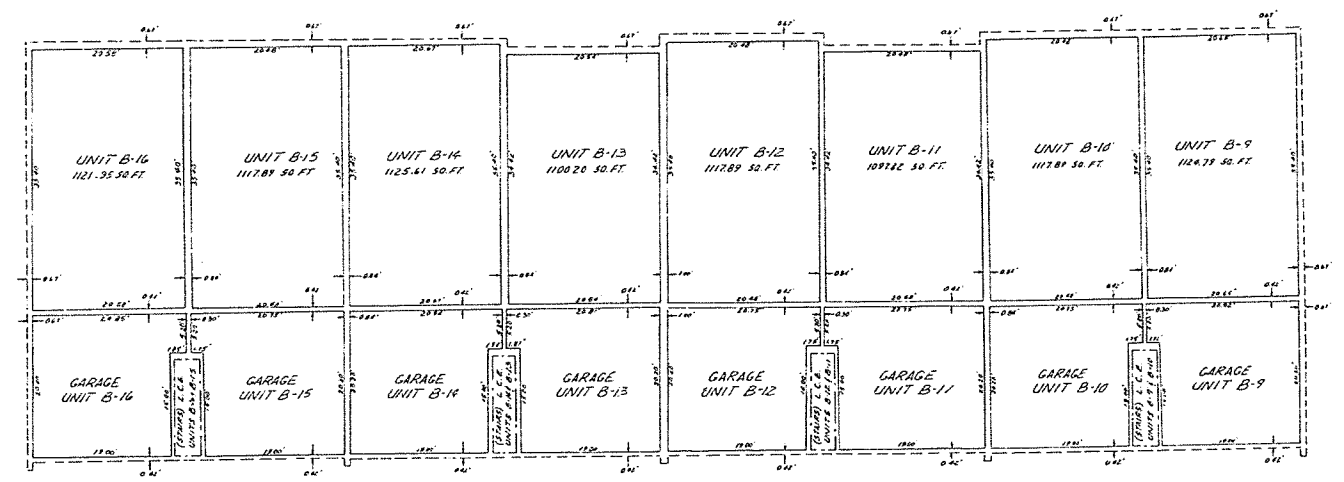
FILE # 21-36  
 SHEET 19

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM
  - ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
  - LEGEND:**  
 ——— BOUNDARY OF CONDOMINIUM UNITS  
 - - - - - INDICATES LIMITED COMMON ELEMENTS  
 - - - - - INDICATES COMMON ELEMENTS  
 - - - - - INDICATES CHANGE IN ELEVATION

5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS

UNIT	GARAGE FL.	GARAGE CEILING	CEM'T FL.	BSM'T CEILING
B-16	571.03	579.03	571.45	579.45
B-15	571.02	579.02	571.44	579.44
B-14	571.03	579.03	571.45	579.45
B-13	571.05	579.05	571.47	579.47
B-12	571.04	579.04	571.46	579.46
B-11	571.04	579.04	571.46	579.46
B-10	571.07	579.07	571.49	579.49
B-9	571.04	579.04	571.46	579.46

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT BASEMENT SQUARE FOOTAGE.



*BASEMENT*

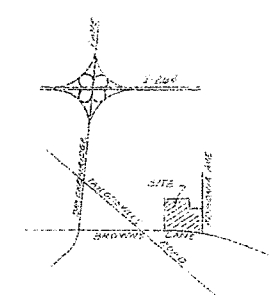
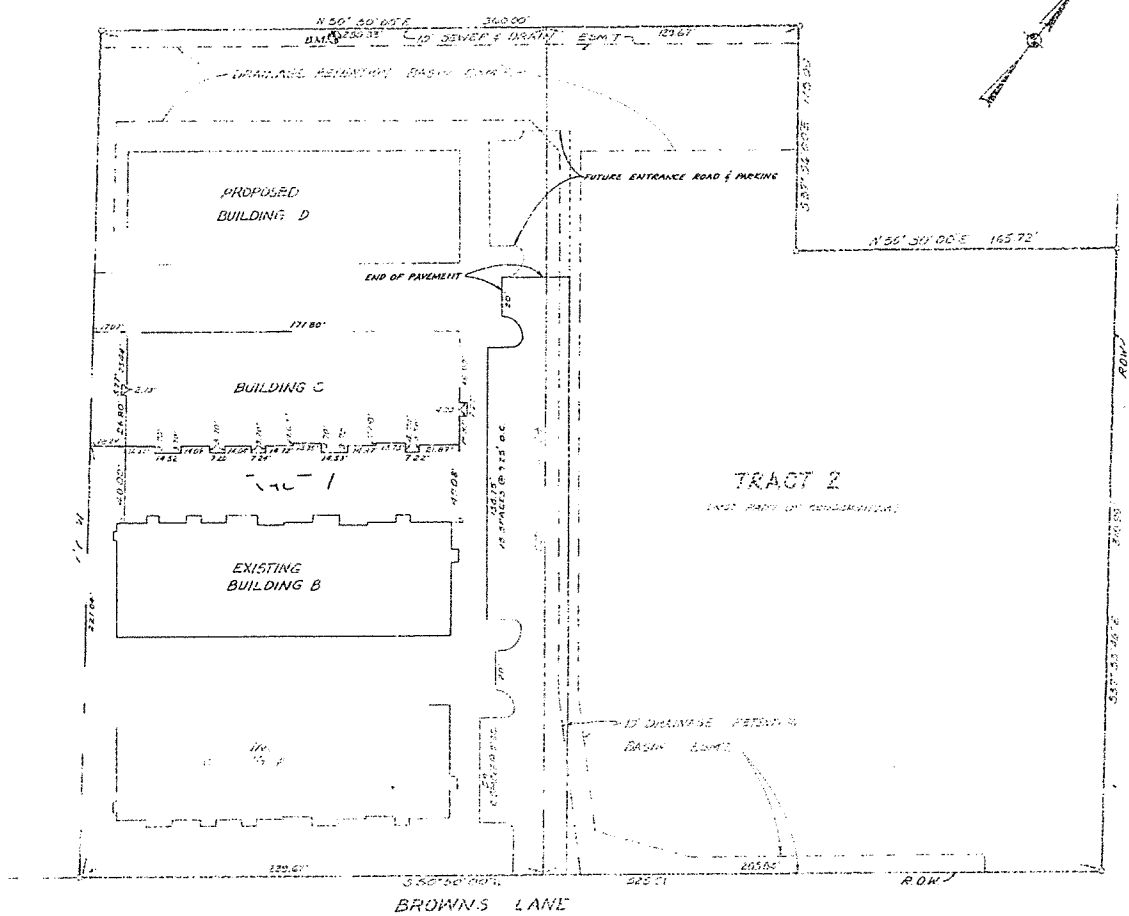
REVISIONS

**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 300 WEST MAIN, LOUISVILLE, KENTUCKY

SCALE: 1/8" = 1'-0"  
 DRAWN: J.W.H.  
 DATE: 10-6-80

**BUILDING B**  
 WOODSHORTE TOWNHOMES  
 Jefferson County, Kentucky

FILE: 7415220  
 No. 3  
 Sheet of 3



KEY MAP

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*David J. Hines*  
REGISTERED LAND SURVEYOR, KY. 2089

I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE APARTMENT BUILDING.

*Frances Kellison*  
PROFESSIONAL ENGINEER, KY. 10413

*Frances Kellison*  
REGISTERED PROFESSIONAL ENGINEER, KY. 10413

July 12, 1978

NOTE: EXISTING BUILDING HAS BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:

APARTMENT	BOOK	PAGE
A	20	40
B	21	37

**BENCH MARK**

BM. NO. 1 EX. M.H. RM. STA. 32+26.17  
BROOKHAVEN SECTION "T" SANITARY SEWERS.  
ELEV. 561.33

**OAKVIEW JOINT VENTURE**

BY CAROL A. PEMBERTON, INC.  
BY \_\_\_\_\_  
PRESIDENT  
BY L. H. F. SERVICE CORPORATION  
BY \_\_\_\_\_  
PRESIDENT

**ACKNOWLEDGMENT**

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
I, THE UNDERSIGNED, CLERK OF THE COUNTY OF JEFFERSON, DO HEREBY CERTIFY THAT THE ABOVE SAID PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

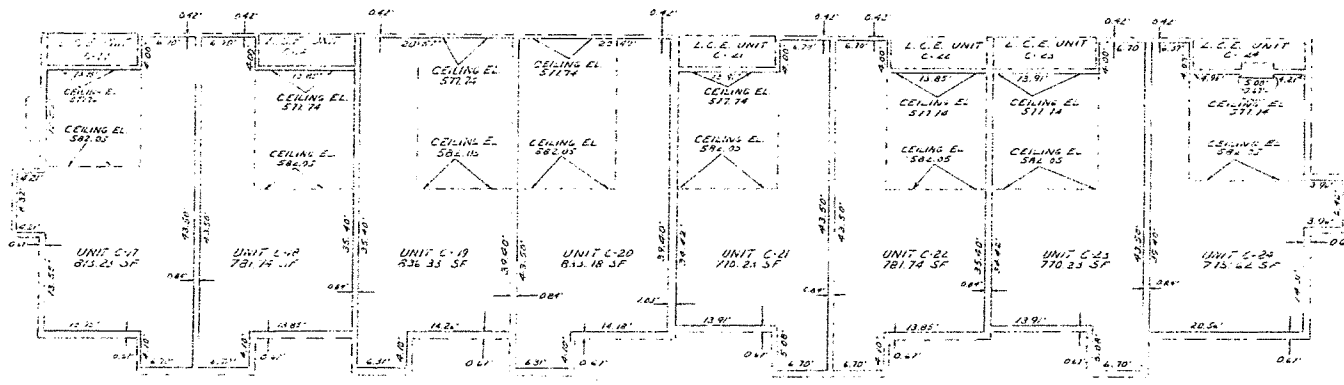
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY  
MY COMMISSION EXPIRES \_\_\_\_\_

**SABAK, WILSON & HERP, INC.**  
REGISTERED PROFESSIONAL ENGINEERS & ARCHITECTS  
1100 W. MARKET STREET, SUITE 100, LOUISVILLE, KY. 40202  
TEL. 525-1200

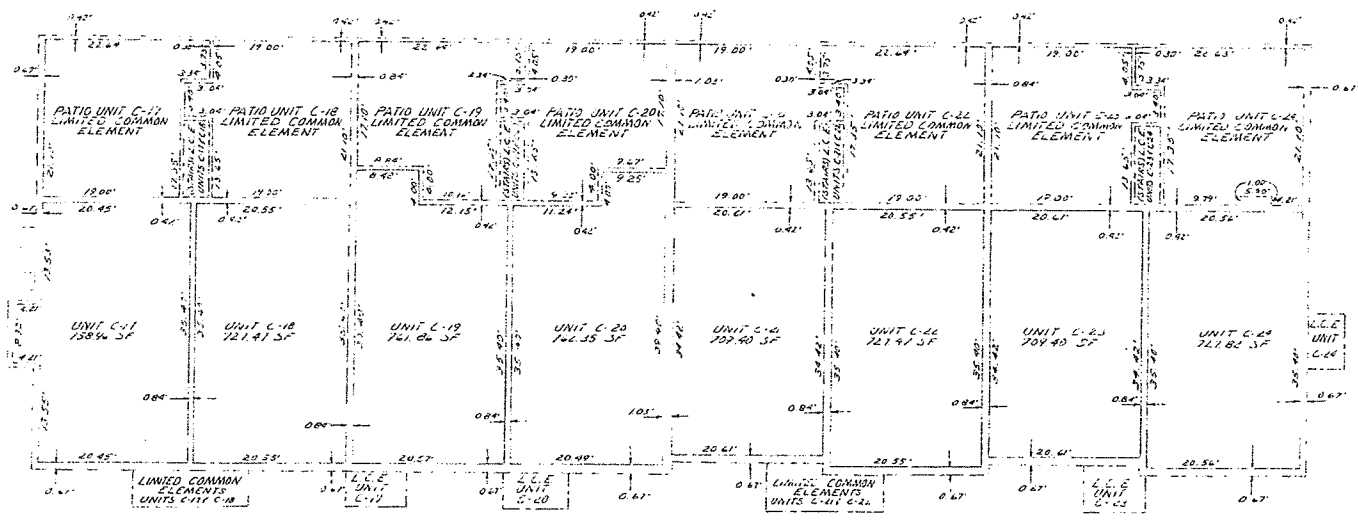
**PROPERTY MAP**  
WOODSPORTE APARTMENT BUILDING  
BUILDING C  
Jefferson County, Kentucky



2277



SECOND FLOOR



FIRST FLOOR

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE COMMON UNIT BOUNDARY LINES SHOWN ON THE FLOOR PLANS AT THE FLOOR AND CEILING ELEVATIONS NOTED BELOW.
  - ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCHMARK FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
  - ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°.
  - LEGEND:
    - BOUNDARY OF CONDOMINIUM UNITS
    - - - - - INDICATES LIMITED COMMON ELEMENTS
    - INDICATES COMMON ELEMENTS
    - - - - - INDICATES CHANGE IN ELEVATION
  - CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS:

UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
C-17	559.30	567.50	568.20	574.20
C-18	559.30	567.30	568.20	574.20
C-19	559.30	567.30	568.20	574.20
C-20	559.30	567.30	568.20	574.20
C-21	559.30	567.30	568.20	574.20
C-22	559.30	567.30	568.20	574.20
C-23	559.30	567.30	568.20	574.20
C-24	559.30	567.30	568.20	574.20



DRAWN BY: **SARAK, WILSON & HERP, INC.**  
 PROJECT NO.: **14010001**  
 ARCHITECTS & PLANNERS  
 200 WEST MAIN  
 LOUISVILLE, KENTUCKY

SCALE: **1" = 8'**  
 DRAWN BY: **BRANNAN**  
 DATE: **12-16-00**

BUILDING **C**  
 WOODPOINTE TOWNHOMES  
 Jefferson County, Kentucky

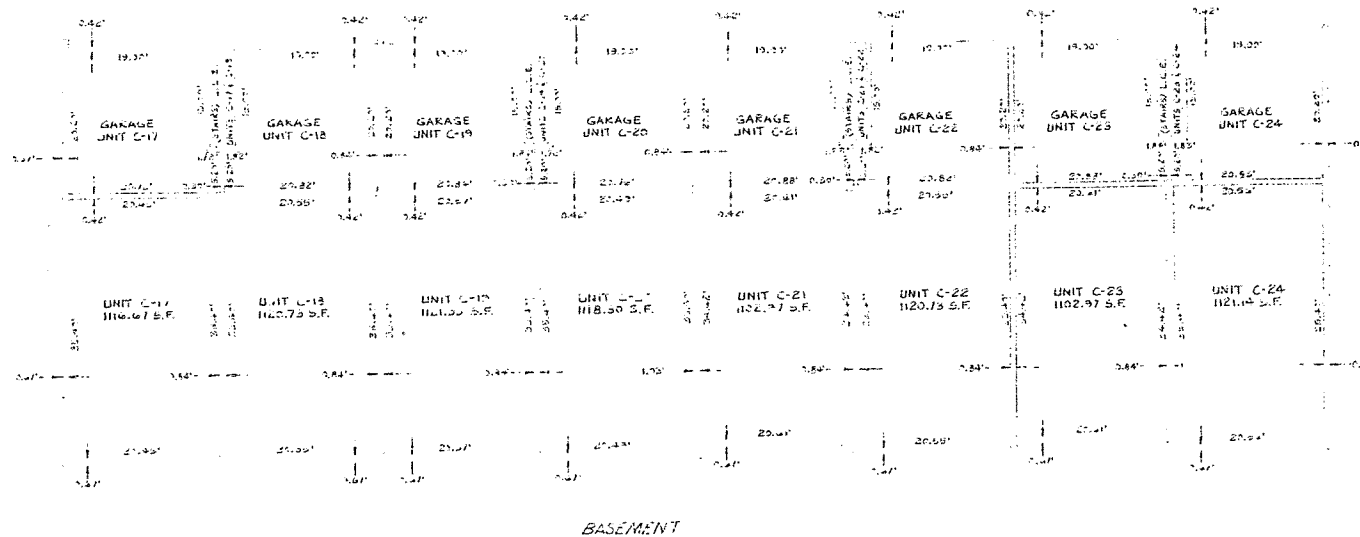
THIS SET CONTAINS:  
 3 SHEETS  
 OF  
 2

**NOTES**

1. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATIONS SHOWN IN FEET ARE BASED UPON U.S.C. & G.S. MEAN LEVEL DATUM BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERIOR ANGLES OF CONDOMINIUM UNITS ARE 90°
4. LEGEND:
  - BOUNDARY OF CONDOMINIUM UNITS
  - INDICATES LIMITED COMMON ELEMENTS
  - INDICATES COMMON ELEMENTS
  - INDICATES CHANGE IN ELEVATION
5. CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATION:

UNIT	GARAGE FL.	FLOOR CEILING	CEILING FL.	FLOOR CEILING
C-17	204.70	214.70	204.70	214.70
C-18	204.70	214.70	204.70	214.70
C-19	204.70	214.70	204.70	214.70
C-20	204.70	214.70	204.70	214.70
C-21	204.70	214.70	204.70	214.70
C-22	204.70	214.70	204.70	214.70
C-23	204.70	214.70	204.70	214.70
C-24	204.70	214.70	204.70	214.70

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE SQUARE FOOTAGE.



BASEMENT

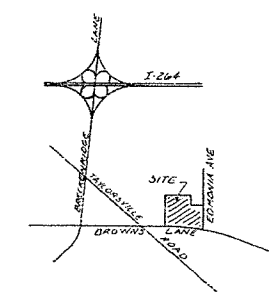
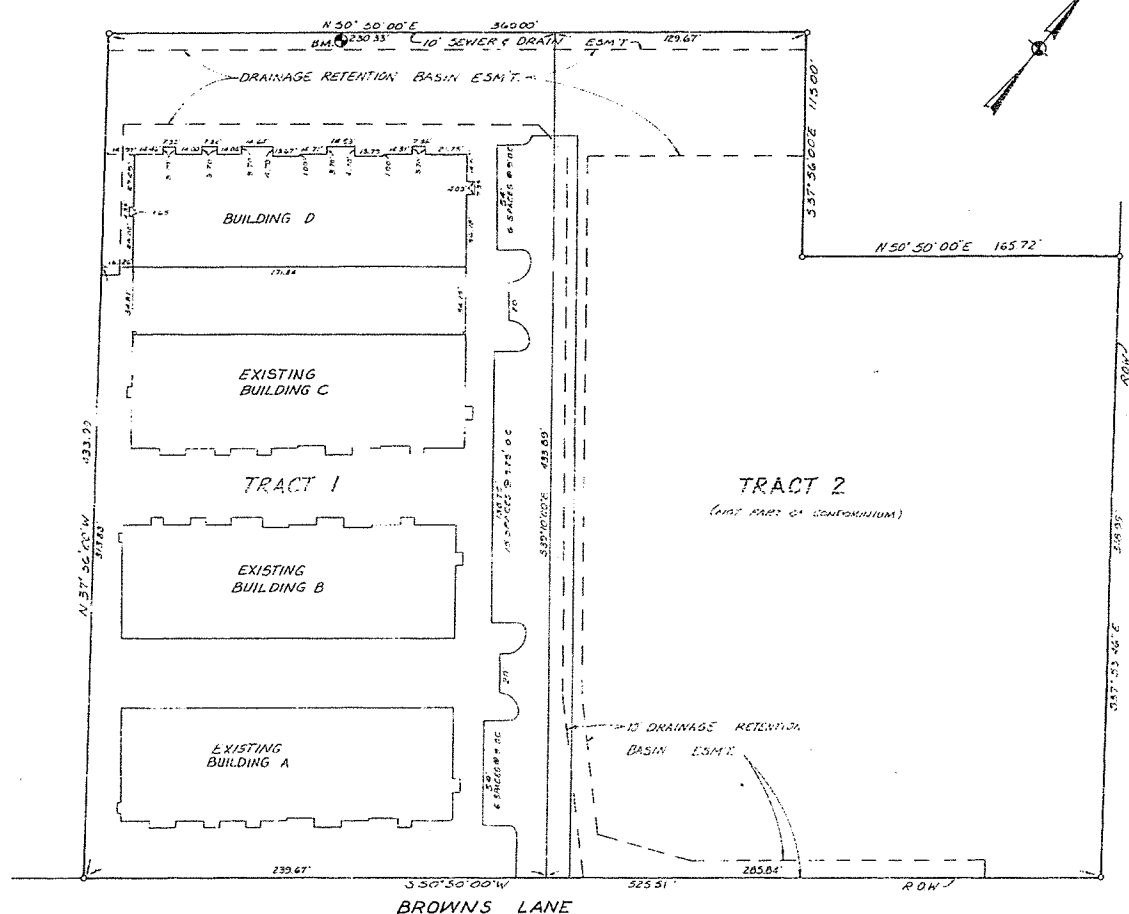


**SABAK, WILSON & HERP, INC.**  
 ENGINEERS LANDSCAPE ARCHITECTS & PLANNERS  
 100 WEST MAIN LOUISVILLE, KENTUCKY

SCALE  
 1/4" = 1'-0"  
 DRAWN BY  
 DATE 12-10-83

BUILDING C  
 WOODSPRINGS TOWNHOMES  
 Jefferson County, Kentucky





**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE UNDER MY SUPERVISION AND THAT THE LINEAR AND ANGULAR MEASUREMENTS AND THE VERTICAL ELEVATIONS SHOWN HEREON WERE ESTABLISHED FROM RECORDS AND EXISTING MONUMENTS FOUND IN THE FIELD, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
*David R. Cox*  
 REGISTERED LAND SURVEYOR, KY. 2089

**ENGINEER'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THESE PLANS ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS AS BUILT.  
 SUBSCRIBED AND SWORN TO,  
*David R. Cox*  
 PROFESSIONAL ENGINEER, KY. 10413  
 David R. Cox  
 NOTARY PUBLIC, STATE OF KY, COUNTY OF JEFFERSON  
 AT LARGE MY COMMISSION EXPIRES May 20, 1985

**OAKVIEW JOINT VENTURE**  
 BY CARL R. PEMBERTON, INC.  
 BY PRESIDENT  
 BY L. H. F. SERVICE CORPORATION  
 BY PRESIDENT

**ACKNOWLEDGMENT:**  
 STATE OF KENTUCKY  
 COUNTY OF JEFFERSON  
 THIS FOREGOING PLAT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF May 1985 BY OAKVIEW JOINT VENTURE BY CARL R. COX AS PRESIDENT, AND BY L. H. F. SERVICE CORPORATION BY TERRY A. TURBEVILLE AS PRESIDENT, TO BE THE ACT AND DEED OF OAKVIEW JOINT VENTURE.

**NOTE:**  
 EXISTING BUILDINGS HAVE BEEN RECORDED IN "APARTMENT OWNERSHIP BOOKS" AS FOLLOWS:  

BUILDING	BOOK	PAGE
A	20	44
B	21	37
C	22	27

**BENCH MARK**  
 BM. NO. 1 EX. M.H. RIM STA. 32+26.17 BROOKHAVEN SECTION "F" SANITARY SEWERS.  
 ELEV. 561.33

NOTARY PUBLIC, JEFFERSON CO. KENTUCKY  
 MY COMMISSION EXPIRES

**SABAK, WILSON & HERP, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 209 WEST MAIN, LOUISVILLE, KENTUCKY

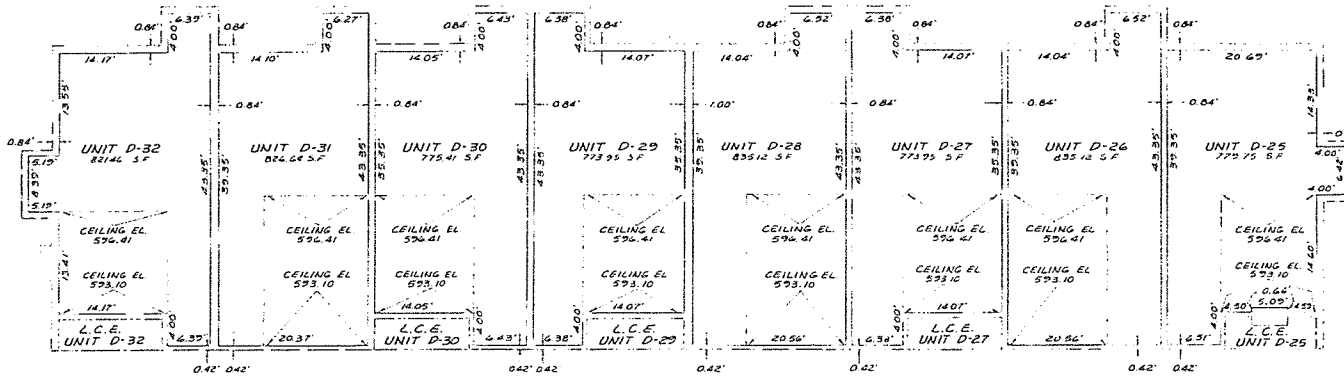
SCALE: 1" = 20'  
 DRAWN: R.M.L.  
 DATE: 7/26/85

**PROPERTY MAP**  
 WOODSPORTE TOWNHOMES  
 BUILDING D  
 Jefferson County, Kentucky

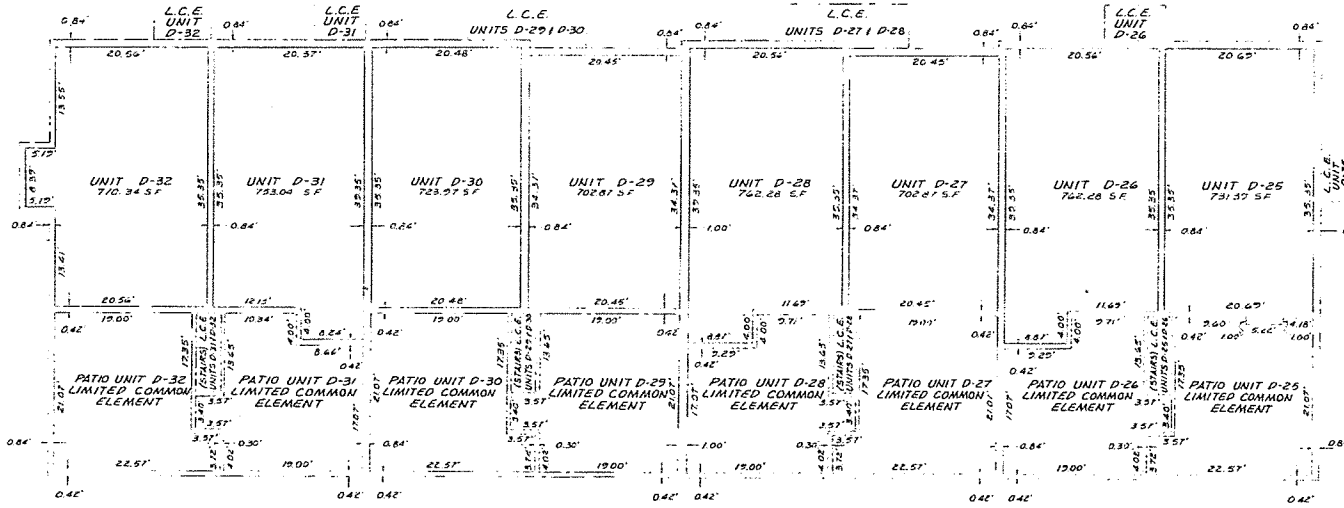
THE 147,400  
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26 x 1





SECOND FLOOR



FIRST FLOOR

- NOTES**
- EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
  - ELEVATIONS SHOWN IN FEET AND SAID ELEVATIONS ARE REFERENCED TO THE MEAN LEVEL WITH BENCH MARK, 100.00' IN 25.00' ELEVATIONS ARE REFERENCED TO THIS LEVEL.
  - ALL MEASUREMENTS OF CONDOMINIUM UNITS ARE 30°.
  - LEGEND:  
 - - - - - BOUNDARY OF CONDOMINIUM UNIT  
 - - - - - INDICATES LIMITED COMMON ELEMENT  
 - - - - - INDICATES COMMON ELEMENT  
 - - - - - INDICATES CHANGE IN ELEVATION

CONDOMINIUM UNITS HAVE THE FOLLOWING ELEVATIONS.

UNIT	1ST FLOOR	1ST CEILING	2ND FLOOR	2ND CEILING
D-25	574.67	582.67	583.57	591.57
D-26	574.67	582.67	583.57	591.57
D-27	574.67	582.67	583.57	591.57
D-28	574.67	582.67	583.57	591.57
D-29	574.67	582.67	583.57	591.57
D-30	574.67	582.67	583.57	591.57
D-31	574.67	582.67	583.57	591.57
D-32	574.67	582.67	583.57	591.57



REVISIONS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SABAK, WILSON, HEINER & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 1500 S. 10TH STREET, SUITE 100, KENTUCKY, KY 40302

**BUILDING D**  
 WOODFOUNTE TOWNHOMES  
 Jefferson County, Kentucky

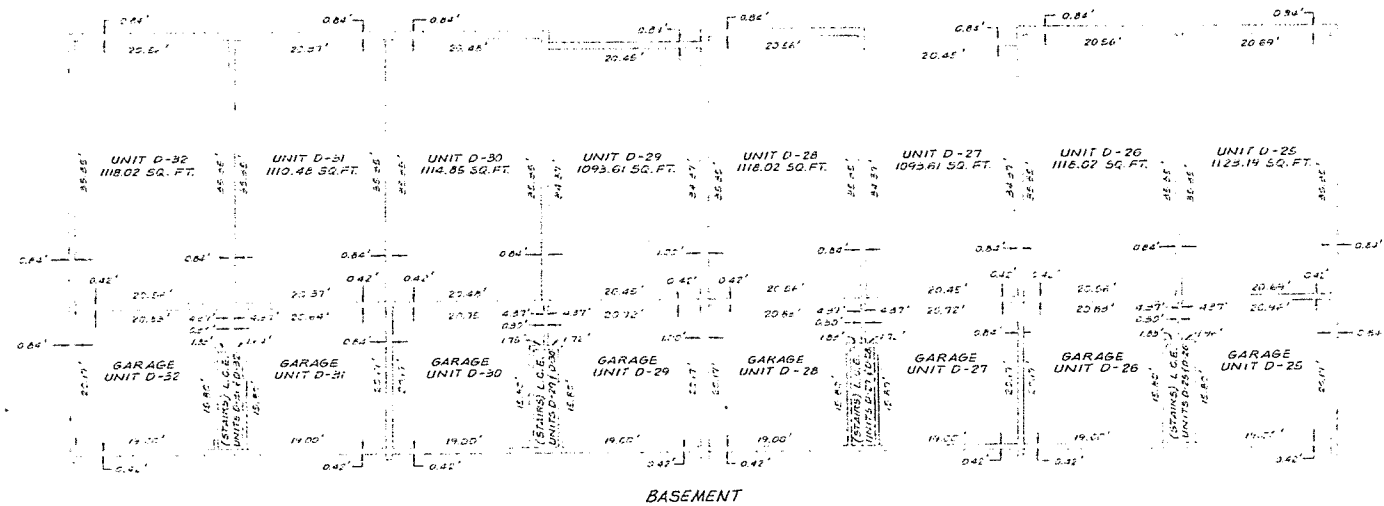
147-AGP  
 3  
 2

**NOTES**

1. EACH CONCRETE UNIT OUTSIDE OF THE SPACE BEHIND BY A VERTICAL PROJECTION OF THE APPLICABLE WALL BOUNDARY LINES SHOWN BY THE ARCHITECTURAL PLANS AT THE FLOOR AND CEILING ELEVATION NOTES BELOW.
2. ELEVATION SPACES IN FEET ARE BASED UPON M.S.L. & G.S. MEAN LEVEL 1.710' BENCH MARK, FLOOR AND CEILING ELEVATIONS ARE REFERRED TO THIS DATUM.
3. ALL INTERNAL ANGLES OF CONCRETE UNIT ARE 90°.
4. LEGEND:
  - BOUNDARY OF CONCRETE UNIT
  - INDICATES UNIT'S CORNER ELEMENTS
  - INDICATES CHANGE ELEMENTS
  - INDICATES CHANGE IN ELEVATION
5. CONCRETE UNIT HAVE THE FOLLOWING ELEVATIONS:

UNIT	GARAGE FLOOR	GARAGE CEILING	FLOOR F.L.	UNIT CEILING
D-25	565.47	573.47	565.77	573.77
D-26	565.47	573.47	565.77	573.77
D-27	565.47	573.47	565.77	573.77
D-28	565.47	573.47	565.77	573.77
D-29	565.47	573.47	565.77	573.77
D-30	565.47	573.47	565.77	573.77
D-31	565.47	573.47	565.77	573.77
D-32	565.47	573.47	565.77	573.77

6. GARAGE AREA SHOWN ON THIS SHEET IS INCLUDED IN THE UNIT'S RESIDENT SQUARE FOOTAGE.



REVISIONS

**SABAK, WILSON, HEINER & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 100 WEST HUNTER STREET, SUITE 200, LOUISVILLE, KY 40202

SCALE	1" = 8'
DRAWN	F.M.
DATE	7-28-99

**BUILDING D**  
**WOODSPRITE TOWNHOMES**  
 Jefferson County, Kentucky

100-100
3
3

26 x 3