

THIRD AMENDMENT TO THE MASTER DEED OF
RICHMOND SQUARE OFFICE TOWNHOUSE CONDOMINIUMS

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RICHMOND SQUARE OFFICE TOWNHOUSE CONDOMINIUMS COUNCIL OF CO-OWNERS, INC., a Kentucky corporation whose registered office is 120 W. Short Street, Lexington, Kentucky 40507, hereinafter referred to as the "Council", declares this as its third amendment to the Master Deed above referenced.

W I T N E S S E T H :

WHEREAS, the Council was created pursuant to the authority of the Master Deed, dated May 22, 1987 and recorded in the Condominium Deed Book 17, Page 672 as amended by the First Amendment to the Master Deed dated April 18, 1988 and recorded in Condominium Deed Book 19, Page 357 and the Second Amendment to the Master Deed dated September 14, 1989 and recorded in Condominium Deed Book 26, Page 353 (collectively, the "Master Deed"), and the laws of the Commonwealth of Kentucky to own, manage and operate the Condominium Regime created by said Master Deed;

WHEREAS, the Council has the authority to amend the Master Deed in accordance with Paragraph 24 thereof; and

WHEREAS, the Council desires to amend the Master Deed to merge this and the adjacent condominium regime as originally intended pursuant to Paragraph 24.A. thereof and to amend certain provisions of the Master Deed to clarify certain issues and to conform the Master Deeds of both Regimes.

NOW, THEREFORE, for and in consideration of the premises set forth above, the mutual covenants and agreements of the parties set forth below and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Council does hereby amend the Master Deed as follows:

1. As a preamble to the following amendments and as a statement of the intent of the Council, the preamble of the Master Deed is amended by adding the following gramatical paragraph to the end of the preamble in said Master Deed, which preamble is located on the first page of the Master Deed below the term "W I T N E S S E T H:" and above the beginning of Paragraph 1. thereof.

"The Master Deed contemplates the expansion of the Regime by developing Phases III and IV of the Regime on an adjacent parcel to that on which the Regime now exists and the amending of the Master Deed to include that parcel and Phases III and IV. For reasons not known to the Council, the Developer, as defined in the Master Deed, elected to prepare and file a second Master Deed covering the adjacent parcel and Phases III and IV instead of amending this Master Deed to incorporate said parcel and Phases. By the Second Amendment to both Master Deeds, the Developer created a joint governing organization (joint officers and a joint Board of Directors) for both Regimes. In that the recorded Master Deeds and By-Laws of each Regime are virtually identical in all substantive respects, the Council of each respective Regime has determined that it is in the best interests of each respective Regime to merge the Regimes and be governed by the terms of one Master Deed and one set of By-Laws. Therefore, by this Third Amendment and by the Third Amendment to the Master Deed and Delaration of Condominium Property Regime of Richmond Square Office Townhouse Condominiums Phase III and IV of even date and

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RETURN TO PREPARER

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concurrently recorded herewith, the Regimes are hereby merged and shall be governed by the terms of this Master Deed, as amended, and the By-Laws of this Regime, amendments to which have not and will not be filed for record. Copies of said amendments to the By-Laws are available owners, bonafide prospective owners, lenders, prospective lenders, appropriate governmental entities and other parties reasonably having need for the same upon request to the office of the Council."

2. Amend Sub-Paragraph 1.C. the following sentence to the end of the Sub-Paragraph:

"The term "entry vestibule" also includes the exterior door to said area and all locks, handles, hinges and other permitted hardware for said door, provided, however, the Council shall be solely responsible for painting the exterior surface of said door and may, by resolution of the Board of Directors of the Council, establish standards of appearance for the handles, locks and other hardware affixed to the exterior of said door."

3. Supersede and amend a portion of Sub-Paragraph 1.D., defining a "Unit" or "Condominium Unit", by deleting the phrase or clause "storm and screen doors and window, if any" located in lines 9 and 10 of said Sub-Paragraph and inserting in its place the following phrase or clause, "storm and screen windows, if any, entrance doors and locks".

4. Supersede and amend a portion of Sub-Paragraph 1.F. by:

A. Deleting the phrase "in accordance with their percentage of common interest" on lines 16 and 17 of said Sub-Paragraph.

B. Adding the following sentences to the end of Sub-Paragraph 1.F.:

"As permitted in KRS Section 381.837, the Council elects to adopt an alternative method to determine each unit's proportionate share of the common expenses. The Council certifies that this Regime does not contain any unit designed for residential occupancy and is, therefore, eligible, in accordance with the terms of the statute, to, and hereby does adopt the following alternative method of calculation. Each "A" (first floor) and each "B" (second floor) unit shall be assessed one (1) proportionate share and each "C" (basement unit) shall be assessed one half (1/2) proportionate share. Once the annual budget has been adopted in accordance with this Master Deed and KRS, that figure shall be divided by the total number of proportionate shares in all four Phases of the Regime (at this time, sixty-one and one-half (61.5) proportionate shares). The resulting figure shall be the proportionate share due from each "A" and "B" unit and one half (1/2) the amount of that figure shall be due from each "C" unit. Anything to the contrary notwithstanding, provisions of this Master Deed, the By-Laws, or any related document which indicates a contrary method of calculating each unit's proportionate share of common expenses, regardless of whether specifically amended to conform hereto, shall hereby be deemed to be amended to conform to this Sub-Paragraph."

5. Amend Paragraph 2, Description of Units, to incorporate Phases III and IV by adding the following two grammatical paragraphs to the end of Paragraph 2:

"Phases III and IV are hereby added to the Regime. The description of Phases III and IV shall be that description contained in the original Master Deed for Phases III and IV dated October 26, 1988 recorded in Condominium Deed Book 20, Page 319 as amended by the First Amendment to the above Master Deed dated August 25, 1989 recorded in Condominium Deed Book 21, Page 500. The descriptions are incorporated herein as if set forth in full.

The "Percentage of Ownership" tables for each respective Phase attached to its respective Master Deed and First Amendment as exhibits thereto are superseded and replaced by the respective "Percentage of Ownership" table attached hereto as Exhibits A through D, which Exhibits are incorporated herein as if set forth in full. The recalculation of said "Percentage of Ownership" tables is done to reflect the merger of both Regimes and is the percentage that the square footage of each unit, regardless of the Phase in which it is located, bears to the total cumulative square footage of Phases I, II, III, and IV."

6. Supersede and amend Paragraph 3, Common Interest, by:

A. Deleting the phrase "and Common Expenses of the Regime" located after the word "profits" on line 4 of said Paragraph.

B. Inserting the following sentence after the phrase "for all other purposes." and before the phrase "The undivided" on line 5 of said Paragraph.

"Each unit's proportionate share of the Common Expenses shall be calculated in accordance with the formula set forth in Sub-Paragraph 1.F. hereof, as amended."

C. Deleting the last sentence of this Paragraph and substituting the following sentence in its place.

"The undivided percentage of common interest for each unit is shown in the "Percentage of Ownership" tables described and set forth in Paragraph 2 hereof, as amended."

7. Supersede and amend Sub-Paragraph 7.C., setting forth impermissible uses of a Unit, by deleting the current Sub-Paragraph in its entirety and substituting in its place the following Sub-Paragraph:

"C. No Unit may be sold or leased for the following purposes regardless of zoning: (1) pet store; (2) abortion clinic; (3) veterinarian office or animal hospital; (4) nursing home; (5) child day care center or kindergarten; (6) laboratory or research facility involving testing on any animal or animal materials or any explosive or other dangerous materials, including the testing or processing tissue or other physical samples for physicians and/or hospitals; (7) funeral parlor; (8) massage parlor; (9)

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physical fitness center; (10) music instruction school; (11) dance school; and, (12) barber shop, hair salon or beauty parlor."

8. Supersede and amend a portion of Sub-Paragraph 7.G. by:

A. deleting the phrase or clause "storm doors or windows," in line 4 thereof, inserting in its place the phrase or clause "storm or screen doors,"; and

B. after the phrase or clause "any part thereof," in line 6 thereof, insert "except as permitted by Paragraph 9, Permitted Optional Exterior Equipment, hereof or elsewhere herein,".

9. Amend Sub-Paragraph 7.M. by inserting the phrase or clause "mobile home," after the phrase or clause "pick-up truck," in line 2 thereof.

10. Amend Sub-Paragraph 8.E. by adding the following to the end of the Sub-Paragraph:

"The Board of Directors shall, by resolution, establish standards of size and style for the required blinds. To the extent possible, those standards should conform in size and style to the blinds currently installed in the majority of the Units currently having off-white levolor blinds. Those Units in any Phase which have window coverings or dressings other than those specified above, but only if those window coverings or dressings are either levolor blinds of a different size or color or no window coverings or dressings of any kind, shall be permitted to retain the current window coverings and dressings until the earlier of (i) any change in the color, composition or type of window coverings or dressings or (ii) a change in the owner of the Unit, regardless of whether that change is a sale or another transfer to a new owner, regardless of the nature or type of transfer; a change in lessees with no change of ownership or a change from owner-occupied to leased unit is not a sale or transfer as defined above requiring a change of window coverings or dressings to comply with this Subsection.. Upon the first occurrence of one of the events specified above, the responsible party shall ensure that off-white levolor blinds of the size and style established as the standard by resolution of the Board of Directors are obtained and installed promptly."

11. Amend Paragraph 8, Responsibility of the Unit Owner, by adding the following Sub-Paragraphs to the end of the Paragraph:

"F. To acquire, install, repair, maintain and, as necessary, replace, at the unit owners sole cost, such "Permitted Optional Exterior Equipment", as defined below, as the unit owner elects to install.

G. Collectively, with the other unit owners having access to each respective Limited Common Area, to maintain, repair and replace at their joint expense all portions of the Limited Common Area to the extent and in the same manner as required for their separate units as described in Sub-Paragraph 8.A. hereof."

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12. Supersede and amend Paragraph 9, Signage, by: BOOK 0027 PAGE 077

A. Renaming the Paragraph "9. Permitted Optional Exterior Equipment."

B. Redesignating the current Paragraph 9, including all text as previously amended but otherwise unchanged by this Third Amendment, as Sub-Paragraph A. of Paragraph 9.

C. Adding the following Sub-Paragraph B. to the end of Paragraph 9:

"B. Other Equipment. The Council may, by resolution of its Board of Directors, authorize or permit, at an electing Unit owner's option and expense, other items or equipment, such as storm or screen windows or "for sale" or "for rent" signs, to be affixed to or displayed in the exterior Common Areas of the Regime. When so authorizing optional permitted items or equipment, the Board in its authorizing resolution shall establish standards of appearance for said items and equipment in the manner set forth in Sub-Paragraph A. above, to ensure that the Regime retains and maintains a uniform and pleasing exterior appearance."

13. Supersede and amend Paragraph 12, Board of Directors, by deleting the phrase "his percentage of common interest" located after the phrase "owner based on" in line 14 of said Paragraph and substituting in its place the phrase "the formula set forth in Sub-Paragraph 1.F. hereof, as amended".

14. Supersede and amend Paragraph 17, Reconstruction, by:

A. Adding the following sentence after the phrase "Union Plaza Building." on line 15 of said Paragraph.

"The exact descriptions of Phases III and IV shall be as set forth in Paragraph 2 hereof, as amended. Phase III shall consist of seven (7) townhouses containing twenty-one (21) units and Phase IV shall consist of six (6) townhouses containing eighteen (18) units."

B. Deleting the phrase "either Phase I or Phase II" at the beginning of line 17 of said Paragraph and substituting in its place the phrase "any one or more of the Phases".

15. Amend Paragraph 23, Voting and Voting Percentages, by adding the following sentence after the phrase "percentage of the common interest." and before the phrase "Where a unit is jointly owned" line 8 of Paragraph 23:

"Anything to the contrary notwithstanding, on all issues not required by KRS to be approved by a "majority" or a "majority of unit owners", as defined therein and above, including the election of officers and directors, may be done by a "Vote of the Council" in which each "A" unit (first floor unit) shall have one (1) vote, each "B" unit (second floor unit) shall have one (1) vote and each "C" unit (basement unit) shall have one half (1/2) vote. A "Majority Vote of the Council" is defined as a percentage in excess of fifty percent (50%) of the votes eligible to cast and shall be sufficient to approve

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COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Genon K Day, a Notary Public in and for the County and State
aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums was on this day produced to me in said
County and was acknowledged before me by Beth Mills, a party thereto, to
be his act and deed for the purposes therein set forth.

My commission will expire on the 11th day of October, 1995.

Given under my hand this 29th day of June, 1992.

Genon K Day, Notary Public



COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Genon K Day, a Notary Public in and for the County and State
aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums was on this day produced to me in said
County and was acknowledged before me by Michelle Mills, a party thereto, to
be her act and deed for the purposes therein set forth.

My commission will expire on the 11th day of October, 1995.

Given under my hand this 29th day of June, 1992.

Genon K Day, Notary Public



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COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Gerrit K Day, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by David R. Adcock, a party thereto, to be his act and deed for the purposes therein set forth.

My commission will expire on the 11th day of October, 1995.

Given under my hand this 29th day of June, 1992.

Gerrit K Day, Notary Public

Units 4A, B&C

Bill G. Rhoads
Bill G. Rhoads

Sally Rhoads
Sally Rhoads

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Dawn Lilly, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Bill & Sally Rhoads, a party thereto, to be ^{their} his act and deed for the purposes therein set forth.

My commission will expire on the 18 day of January, 1994.

Given under my hand this 30 day of June, 1992.



Dawn Lilly, Notary Public

Third Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
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COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

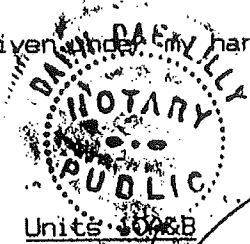
BOOK 0027 PAGE 087

BOOK 1646 PAGE 25

I, Dawn Lilly, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Dr. JB Embry DMD, a party thereto, to be his act and deed for the purposes therein set forth.

My commission will expire on the 18 day of January, 1994.

Given under my hand this 26 day of June, 1992.



Dawn Lilly, Notary Public

Wayne Cravens
Wayne Cravens

Robin Cravens
Robin Cravens

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Kelli Love, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Wayne Cravens a party thereto, to be his act and deed for the purposes therein set forth.

My commission will expire on the 22 day of August, 1995.

Given under my hand this 29 day of June, 1992.

Kelli Love, Notary Public



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COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

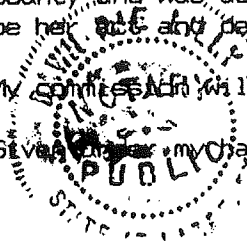
BOOK 0027 PAGE 089

BOOK 1646 PAGE 27

I, Dawn Lilly, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Mary Reed, a party thereto, to be her ~~act~~ act and deed for the purposes therein set forth.

My commission will expire on the 18 day of January, 1994.

Given under my hand this 26 day of June, 1992.



Dawn Lilly, Notary Public

Unit 12A

Paul Trautner
Paul Trautner

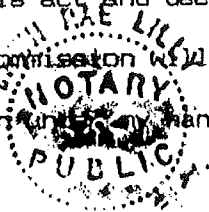
Patsy Trautner
Patsy Trautner

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Dawn Lilly, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Paul Trautner, a party thereto, to be his act and deed for the purposes therein set forth.

My commission will expire on the 18 day of January, 1994.

Given under my hand this 26 day of June, 1992.



Dawn Lilly, Notary Public

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First Mortgage Holder for Units 11A&B

Bank One

By: Mark Ruddell
Mark Ruddell, Private Banking Officer
(Printed Name and Title)

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE) SS.

I, Ann Barnes, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this 14th day of November, 1992 produced to me in said County and was acknowledged before me by Mark Ruddell, a party thereto, to be the act and deed of the above said organization for the purposes therein set forth.

My commission will expire on the 14th day of November, 1992.

Given under my hand this 14th day of November, 1992.
Ann Barnes, Notary Public

THIS INSTRUMENT WAS PREPARED BY:

John E. Davis
Attorney-at-Law
P.O. Box 11065
Lexington, Kentucky 40512-1065

EXHIBIT "A"
RICHMOND SQUARE PERCENTAGES OF OWNERSHIP

PHASE II
(EIGHTEEN UNIT BUILDING)

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<u>UNIT NO.</u>	<u>FLOOR AREA</u>	<u>PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)</u>
1-A	980.88	1.61841
1-B	942.77	1.55553
1-C*	1,099.75	0.90728
2-A	896.82	1.47972
2-B	904.07	1.49168
2-C*	994.08	0.82009
3-A	969.80	1.60013
3-B	947.59	1.56348
3-C*	1,089.38	0.89871
4-A	967.59	1.59648
4-B	948.45	1.56490
4-C*	1,089.38	0.89871
5-A	981.43	1.61932
5-B	957.07	1.57913
5-C*	994.08	0.82009
6-A	1,014.72	1.67425
6-B	949.89	1.56728
6-C*	1,099.75	0.90728

* Basement ("C") Units are computed at fifty percent (50%) of their actual floor areas for purposes of determining percentage of ownership for all matters requiring that calculation pursuant to the terms of this Master deed, as amended, including, by way of example, ownership of common areas and certain voting rights.

EXHIBIT "B"
RICHMOND SQUARE PERCENTAGES OF OWNERSHIP

PHASE I
(FOURTEEN UNIT BUILDING)

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<u>UNIT NO.</u>	<u>FLOOR AREA</u>	<u>PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)</u>
7-A	1,033.86	1.70583
7-B	958.03	1.58071
8-A	933.40	1.54040
8-B	938.90	1.54915
9-A	1,026.49	1.69367
9-B	957.02	1.57904
10-A	1,011.03	1.66816
10-B	959.33	1.58286
11-A	954.12	1.57426
11-B	938.80	1.54898
12-A	933.27	1.53986
12-B	927.14	1.52974
13-A	967.29	1.59599
13-B	929.79	1.53412

EXHIBIT "C"
 RICHMOND SQUARE PERCENTAGES OF OWNERSHIP

PHASE III
 (TWENTY-ONE UNIT BUILDING)

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<u>UNIT NO.</u>	<u>FLOOR AREA</u>	<u>PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)</u>
14-A	1,088.26	1.79558
14-B	1,026.80	1.69418
14-C*	1,029.26	0.84912
15-A	1,121.69	1.85074
15-B	1,076.40	1.77602
15-C*	1,069.19	0.88207
16-A	1,092.90	1.80324
16-B	1,037.71	1.71218
16-C*	1,025.99	0.84643
17-A	1,118.43	1.84536
17-B	1,080.68	1.78308
17-C*	1,026.12	0.84653
18-A	1,072.43	1.76947
18-B	1,029.48	1.69860
18-C*	1,025.32	0.84587
19-A	1,085.05	1.79029
19-B	1,071.69	1.76825
19-C*	1,071.81	0.88421
20-A	1,067.86	1.76193
20-B	1,030.65	1.70053
20-C*	1,036.48	0.85507

* Basement ("C") Units are computed at fifty percent (50%) of their actual floor areas for purposes of determining percentage of ownership for all matters requiring that calculation pursuant to the terms of this Master deed, as amended, including, by way of example, ownership of common areas and certain voting rights.

EXHIBIT "D"
RICHMOND SQUARE PERCENTAGES OF OWNERSHIP

PHASE IV
(EIGHTEEN UNIT BUILDING)

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<u>UNIT NO.</u>	<u>FLOOR AREA</u>	<u>PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)</u>
21-A	933.76	1.54067
21-B	945.57	1.56015
21-C*	993.51	0.77013
22-A	882.46	1.45602
22-B	891.77	1.47138
22-C*	934.24	0.77073
23-A	926.80	1.52918
23-B	918.52	1.51552
23-C*	945.60	0.78010
24-A	926.27	1.52831
24-B	919.80	1.51763
24-C*	945.75	0.78023
25-A	886.10	1.46203
25-B	893.49	1.47422
25-C*	937.44	0.77337
26-A	942.98	1.55588
26-B	926.75	1.52910
26-C*	960.58	0.79246

* Basement ("C") Units are computed at fifty percent (50%) of their actual floor areas for purposes of determining percentage of ownership for all matters requiring that calculation pursuant to the terms of this Master deed, as amended, including, by way of example, ownership of common areas and certain voting rights.

10-1-76 39

54.00
54.00

ORDERED TO RECORD

BOOK 1646 PAGE 43

STATE OF KENTUCKY SGT.
COUNTY OF FAYETTE

PAID \$ ~~108.00~~ TAX

SEP 25 4 05 PM '92

BOOK 0027 PAGE 105

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1696... PAGE 11... IN MY SAID OFFICE.

DONALD W. BLEVINS
FAYETTE COUNTY CLERK
BY [Signature] D.C.

DONALD W. BLEVINS, CLERK
BY [Signature] D.C.

STATE OF KENTUCKY SGT.
COUNTY OF FAYETTE

CONDO

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 21... PAGE 23... IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK
BY [Signature] D.C.

SP 10/1/92