THIRD AMENDMENT TO THE MASTER DEED OF

RICHMOND 8QUARE OFFICE TOWNHOUSE CONDOMINIUMS

BOOK 0027 PAGE 073

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.

WITNESSETH:

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 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 substanitive 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

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 2 of 28 Pages

BOOK 0027 PAGE 074

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, eligble, 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. 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."

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 3 of 28 Pages

BOOK 0027 PAGE 075

5. Amend Paragraph 2, Description of Units, to incorporate Phases III and IV by adding the following two gramatical 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, 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 physicans and/or hospitals; (7) funeral parlor; (8) massage parlor; (9)

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 4 of 28 Pages

BOOK 0027 PAGE 076

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 7.6. by:
- A. deleting the phrase or clause "storm doors or windows," in line 4 thereof, inserting in its place the phraes 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 occurrance of one of the events specified above, the responsible party shall ensure that offwhite 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.
 - 6. 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 seperate units as described in Sub-Paragraph 8.A. hereof."

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 5 of 28 Pages

12. Supersede and amend Paragraph 9, Signage, by:

BOOK 0027 PAGE 077

- Renaming the Paragraph "9. Permitted Optional Exterior Equipment."
- 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:
- 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 Phase III shall consist of seven (7) Paragraph 2 hereof, as amended. townhouses containing twenty-one (21) units and Phase IV shall consist of six (6) townhouses containing eighteen (18) units."

- 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. "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

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 6 of 28 Pages

BOOK 0027 PAGE 078

Units 1A,B&C

any such measure unless the By-Laws specify a percentage in excess of a majority. In the event that the Council elects to require percentages in excess of a simple majority to approve specified actions, and the approval of said actions is not required by KRS to be by a "majority of unit owners", such measure shall be approved only by a "Vote of the Council" in the required percentage."

16. Supersede and amend Sub-Paragraph 24.B. by deleting the last sentence of said Sub-Paragraph and substituting the following in its place.

"The By-Laws, unless otherwise provided, may be amended by a vote of the "majority" of unit owners (not a Vote of the Council) as defined in KRS and Paragraph 23 hereof. Alternatively, the By-Laws may be amended by written instrument signed by a "majority" of unit owners."

IN WITNESS WHEREOF, the signatures of the Phases I and II Council and their respective first mortgage holders in accordance with Paragraph 24 hereof as of the 1st day of May, 1992.

PHASE II DWNERS

1 G Enterprises
By: Bill Turnbull, President
COMMONWEALTH OF KENTUCKY) SS. COUNTY OF FAVETTE)
COUNTY OF FAYETTE)
I, CORNEW 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 B: Tunto
My commission will expire on the $\underline{//}$ day of $\underline{\textit{October}}$, 199 $\underline{\textbf{z}}$.
My commission will expire on the $//$ day of $\sqrt{\text{Left}}$, 199 $\frac{\textbf{Z}}{\textbf{Z}}$. Given under my hand this $\sqrt{24\%}$ day of $\sqrt{\text{Left}}$, 1992.
Notary Public

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Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 7 of 28 Pages

BOOK 0027 PAGE 079 Sharalee Scanlon Scanlon COMMONWEALTH OF KENTUCKY) COUNTY OF FAYETTE I, Blenna C. Vennington, 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 Vaul Scenlew, a party thereto, to be his act and deed for the purposes therein set forth. My commission will expire on the // day of October, 1995/ Given under my hand this 24th day of June, 1992. Blenna C. Guinn COMMONWEALTH OF KENTUCKY)) SS. COUNTY OF FAYETTE Plenner C. Fennesy 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 Shavaler Scanlan, a party thereto, to be her act and deed for the purposes therein set forth. My commission will expire on the _// day of _october Given under my hand this 24th day of ________, 1992. Units 3A&C

Eva Thompso

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 8 of 28 Pages

BOOK 0027 PASE 080

COMMONWEALTH OF KENTUCKY) > SS.
COUNTY OF FAYETTE)
I, Sleven C. Commission, 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 Sun Morropero, a party thereto, to be his act and deed for the purposes therein set forth.
My commission will expire on the // day of October , 1995.
Given under my hand this 25th day of June, 1992. Blesses C. Puning Notary Public
COMMONWEALTH OF KENTUCKY) > SS.
COUNTY OF FAYETTE)
I, Blues C. Grand and 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 Llang Shommann, a party thereto, to be her act and deed for the purposes therein set forth.
My commission will expire on the //aday of Active, 1995
Given under my hand this 25th day of June, 1992. 01707 WIND Bluma C. Gunnagon Notary Public
Unit 3B
Michael Muls Michael Mills Mrs. Bern Mills
Donald Addington

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Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 9 of 28 Pages

 $\mathsf{BOOK}\,0027\mathsf{PAGE}\,081$

COMMONWEALTH OF KENTUCKY)) SS.
COUNTY OF FAYETTE)
I, Genew 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 $8th$ $mils$, a party thereto, to be his act and deed for the purposes therein set forth.
My commission will expire on the $1/M$ day of $0e+ose$, 1995 .
Given under my hand this 24% day of Yune, 1992. Notary Public
COMMONWEALTH OF KENTUCKY)
) SS. DOUNTY OF FAYETTE)
I, <u>Devor</u> , 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 <u>Michael Mills</u> , 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 39th day of June, 1992.
, Notary Public

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Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 10 of 28 Pages

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COMMONWEALTH OF KENTUCKY)) SS.
COUNTY OF FAYETTE)
I, ORNER, 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 Danalo K Appropria., a party thereto, to be his act and deed for the purposes therein set forth.
My commission will expire on the 1116 day of
Siven under my hand this 297% day of, 1992.
And North Public
Bill G. Rhoads Sally Monds Sally Rhoads
DOMMONWEALTH OF KENTUCKY)) SS. DOUNTY OF FAYETTE)
I, but 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 $\frac{b_1 \cdot 1 - b_2 \cdot 1}{b_1 \cdot b_2 \cdot b_3}$, a party thereto, to be his act and deed for the purposes therein set forth.
My completion will expire on the 18 day of January, 1994.
Given the Any mand this 30 day of 5000, 1992.
Notary Public
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Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 11 of 28 Pages

COMMONWEALTH OF KENTUC	KY))SS.)	BOOK 0027 PAGE 083
aforesaid, hereby cert Richmond Square Office County and was acknowl be her act and deed fo My commission will exp	ify that the forequents of the forequents of the fore the fore the fore on the // date of the forequents of the forequen	
Units 5A, B&C and 6A John Leindecker	,B&C	William Darragh III
COUNTY OF FAYETTE	* Y	
aforesaid, hereby cer Richmond Square Office	tify that the foreç :Townhouse Condomir edged before me by	ary Public in and for the County and State going Third Amendment to the Master Deed of niums was on this day produced to me in said y William Danugh III., a party thereto, to rein set forth.
My commission will exp	ire on the _//_ da	ay of October, 1995, 11
Given under my hand th	is 2474 day of	June, 1992. 017012 0
		Blenna C. Penning WY 10 ar Miblio
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Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 12 of 28 Pages

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N	COMMONWEALTH OF KENTUCKY)) SS.
· 월	COUNTY OF FAYETTE)
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	My commission will expire on the day of, 199
	Given under my hand this day of, 1992.

_____, Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 13 of 28 Pages

PHASE I OWNERS

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Units 7A&B				
Tom Allen & Associates				500x 1545746
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Tem Allen,				B
COMMONWEALTH OF KENTUCKY)) SS.				
COUNTY OF FAYETTE)				
I, bown killy aforesaid, hereby certify that the Richmond Square Office Townhouse County and was acknowledged before party thereto, to be the act apurposes therein set forth. My commission will expire on the Given under my hand this 25 day	ne foregoing Condominiums re me by and deed of day of	Third Amend was on this Tem A the above	day produced to me Nen said organization 1994.	r Deed of e in said, a for the
	-	Daws C	\$.00y, Nota	ry Public
Units BA&B				·
Dr. Dixie Moore				

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 14 of 28 Pages

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 $_{\text{BOOK}}0027\,\text{PAGE}\,086$

COMMONWEAL	LTH OF KENTUCKY)
COUNTY OF	FAYETTE)
Richmond 9	, a Notary Public in and for the County and State , hereby certify that the foregoing Third Ameriment to the Master Deed of Square Office Townhouse Condominiums was on this day produced to me in said d was acknowledged before me by
My commiss	sion will expire on the day of, 199
Given und	sion will expire on the day of, 199 er my hand this day of, 1992.
	, Notary Public
Unit 96	<u>a</u>
Dr. J.	B. Embry, D.M.D.
	_TH OF KENTUCKY)
Richmond S County and	and for the County and State, hereby certify that the foregoing Third Amendment to the Master Deed of Equare Office Townhouse Condominiums was on this day produced to me in said was acknowledged before me by $\frac{Richard}{Roberts}$, a party thereto, to t and deed for the purposes therein set forth.
My commiss	aion will expire on the 18 day of January, 1994.
Giver zing	My Hand this 25 day of June 25, 1992. Dawn Hilly, Notary Public
N. 7 Richard	1 Roberts

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 15 of 28 Pages

COMMONWEALTH OF KENTUCKY) > SS.	BOOK 0027 Page 087
COUNTY OF FAYETTE)	_ •
Richmond Square Office Townhouse Conc County and was acknowledged before me be his act and deed for the purposes	· ·
My commission will expire on the $\frac{18}{100}$	day of January, 1997.
Given whole five hand this Ale day of	Daws Silly, Notary Public
Wayne gravens	Robin Grayens
COMMONWEALTH OF KENTUCKY)) SS. COUNTY OF FAYETTE)	
I, Kelli Love, a aforesaid, hereby certify that the Richmond Square Office Townhouse Cond	Notary Public in and for the County and State foregoing Third Amendment to the Master Deed of dominiums was on this day produced to me in said me by Wayne Cravens, a party thereto, to therein set forth.
My commission will expire on the 22	day of August, 1995.
Given under my hand this <u>39</u> day o	FULL ROVE, Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 16 of 28 Pages

BOOK 0027 PAGE 088

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COMMONWEALTH OF KENTUCKY) > SS.
COUNTY OF FAYETTE)
I, Dawn Will 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 Robin Cravens', a party thereto, to be her actuand, deed for the purposes therein set forth. My commission will expire on the 18 day of Tanzary, 1991. Given pressure and this 29 day of June 1992. Given pressure and this 29 day of June 1992.
Mary Reed Mary Reed Mary Reed
COMMONWEALTH OF KENTUCKY)) SS. COUNTY OF FAYETTE)
I, bun tilly, 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 Mark Red, , 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 day of June, 1992.
Sauce Of De Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 17 of 28 Pages

COMMONWEALTH OF KENTUCKY)) SS.	BOOK 0027 Page 089
COUNTY OF FAYETTE)	
aforesaid, hereby certify that the foregoing Richmond Square Office Townhouse Condominiums County and was acknowledged before me by who be her attach deed for the purposes therein My confice Administration will expire on the 18 day of Given The County and this 20 day of 50 da	Third Amendment to the Master Deed of was on this day produced to me in said any Recol , a party thereto, to set forth.
Paul Trautner	Patry Tranthur Patry Trautner
DOMMONWEALTH OF KENTUCKY)	
COUNTY OF FAYETTE)	
aforesaid, hereby certify that the foregoing Richmond Square Office Townhouse Condominiums County and was acknowledged before me by the his act and deed for the purposes therein My commission will expire on the 18 day of Given units and this act day of 500 day of	Third Amendment to the Master Deed of was on this day produced to me in said and Transver, a party thereto, to set forth. F. January, 1994.
	James O'lle , Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 18 of 28 Pages

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	COMMONWEALTH OF KENTUCKY) SS. COUNTY OF FAYETTE)
2000	I, Down Will , 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 lake Townhole, a party thereto, to be here to and deed for the purposes therein set forth.
	My complete of the 18 day of <u>January</u> , 1994. Given the ale day of <u>June</u> , 1992.
	Dawr Rilly, Notary Public
	Dr. M. Mark McGuire, D.M.D. Dr. M. Mark McGuire, D.M.D. Paula McGuire
	COMMONWEALTH OF KENTUCKY)) SS. COUNTY OF FAYETTE)
	I, Down willy 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 \(\frac{\chi_m.mack mcGoing}{\chi_m} \) a party thereto, to be his act and deed for the purposes therein set forth.
	My commission will expire on the 18 day of 3
	Given under my hand this <u>Ole</u> day of <u>Tune</u> , 1992. OTARY Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 19 of 28 Pages

COMMONWEALTH OF KENTUCKY)) SS.	BOOK UUZ / PAGE U91
COUNTY OF FAYETTE)	
Richmond Square Office Townhouse Condomin: County and was acknowledged before me by	ry Public in and for the County and State oing Third Amendment to the Master Deed of tums was on this day produced to me in said fould McGuire, a party thereto, to ein set forth.
My commission will expire on the 18 day	of January, 1994. These are my change
Given under Amy hand this <u>Olo</u> day of	Dawn Gilly, Notary Public
Bill Breault	
COMMONWEALTH OF KENTUCKY)) SS.	
COUNTY OF FAYETTE)	
Richmond Square Office Townhouse Condomin:	ry Public in and for the County and State bing Third Amendment to the Master Deed of tums was on this day produced to me in said 6:11 Greant, a party thereto, to gin set forth.
My compile for Will expire on the 18 day of 3	of January, 1994.
Give wat Arrhand this 35 day of	une, 1992.
PUDLIC	bown Silly, Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums
Page 20 of 28 Pages

BOOK 0027 PAGE 092

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First Mortgage Holder for Units 1A, B&C

Anderson National Bank

By Source Mann, Vice Patrice Town (Printed Name and Title)

COMMONMEALTH OF KENTUCKY)

SS.

COUNTY OF FAYETTE)

I, Deal C. 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 John V. Dealdman, 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 2360 day of April 1995.

Given under my hand this 257 day of April 1992.

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 21 of 28 Pages

Central Bank & Trust	BOOK 0027 PAGE 093
By:	
(Printed Name and Title)	
COMMONWEALTH OF KENTUCKY)) SS.	
COUNTY OF FAYETTE)	
I,	iment to the Master Deed of day produced to me in said , a
My commission will expire on the day of	
Given under my hand this day of, 19	992. , Notary Public
	NOCAL A LODIC

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums
Page 22 of 28 Pages

BOOK 0027 PAGE 094

Republic Savings Bank

By:

| Commonweal Th OF KENTUCKY |
| SS. |
| Country OF FayeTTE |
| I, | Sur Daymo |
| And American |

Third Amendment to the Master Daed of Richmond Square Office Townhouse Condominiums Page 23 of 28 Pages

 $\mathsf{BOOK}\,0027\mathsf{PAGE}\,095$

First Mortgage Holder for Unit 3B	,
By: Acomas A. Probst. Vice President (Printed Name and Title)	BASS TOOL
COUNTY OF FAYETTE)	8
I, <u> place (amplel)</u> , a Notary Public in and for the County and S aforesaid, hereby certify that the foregoing Third Amendment to the Master Deed Richmond Square Office Townhouse Condominiums was on this day produced to me in County and was acknowledged before me by homes A. Laber Feet party thereto, to be the act and deed of the above said organization for purposes therein set forth.	said
My commission will expire on the 19 day of OCTOBER., 1994.	
Given under my hand this 14th day of July, 1992. Maleui K Campbell, Notary Pu	blic

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 24 of 28 Pages

 $_{\text{BOOK}}0027\,\text{page}\,096$

First Mortgage Holder for Units 4A, B&C, 5A, B&C, 6A, B&C and BA&B

By:(Printed Name) and Title)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)
I, Sandra G. Armstrong (Bailey) 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
My commission will expire on the 14th day of October, 1995.
Given under my hand this $5th$ day of $august$, 1992.
fundraf armothong (buly,) Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 25 of 28 Pages

First Mortgage Holder for Unit 7	5/5/4/ A B B B B B B B B B B B B B B B B B B
National Bank of Cynthiana	
By:	BOUK OUZ / PAGE US /
(Printed Name and Title)	
COMMONWEALTH OF KENTUCKY)	ع
) SS.	
COUNTY OF FAYETTE)	
aforesaid, hereby certify that the Richmond Square Office Townhouse Co	a Notary Public in and for the County and State foregoing Third Amendment to the Master Deed of ondominiums was on this day produced to me in said and by
party thereto, to be the act and purposes therein set forth.	deed of the above said organization for the
My commission will expire on the	day of, 199
Given under my hand this day	of, 1992.
	, Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 26 of 28 Pages

BOOK 1646race 38

BOOK 0027 PAGE 098

First Mortgage Holder for Units 9B and 12A

Citizens Fidelity Bank

JOHN LARSON, AVP (Printed Name and Title)

COMMONWEALTH OF KENTUCKY	()	
)	SS
COUNTY OF FAYETTE)	

I, <u>Devid A. Remishell</u>, 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 <u>Tohn Lanson</u>, 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 9 day of JUNE, 1996.

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

Dal Z Rambelf, Notary Public

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 27 of 28 Pages

First Mortgage Holder for Units 10A&B	BOOK 0027 PAGE 099
Farmers Bank of Owingsville	
By: 19hobbles.	DOUR OUT I FASE USS
JOHN V. BOARDHAN VICE PRESIDENT (Brinted Name and Title)	R.
The state and trees	अ
COMMONWEALTH OF KENTUCKY)	
ODUNTY OF FAYETTE)	
I, Donald C. CARNET, a Notary Public aforesaid, hereby certify that the foregoing Third Richmond Square Office Townhouse Condominiums was or County and was acknowledged before me by John party thereto, to be the act and deed of the apurposes therein set forth.	Amendment to the Master Deed of this day produced to me in said V. Deald MAN, a
My commission will expire on the $\frac{2340}{4}$ day of $\frac{1}{4}$	116 , 1995.
Given under my hand this 25th day of August	_, 1992. Land, Not a Public
	o si

Third Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums Page 28 of 28 Pages

BOOK 0027 PAGE 100

First Mortgage Holder for Units 11A&B

Bank One

Rv.

Mark Ruddell, Private Banking Officer

(Printed Name and Title)

THIS INSTRUMENT WAS PREPARED BY:

John & Davis Attorney-at-Law

P.O. Box (11065)

Lexington Kentucky 40512-1065

EXHIBIT "A" RICHMOND BQUARE PERCENTAGES OF OWNERSHIP

PHASE II (EIGHTEEN UNIT BUILDING)

BOOK 0027 PAGE 101

UNIT NO.	FLOOR AREA	PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)
1-A	980.88	1.61841
1-B	942.77	1.55553
1-C*	1,099.75	0.90728
2-A	876.82	1.47972
2-B	90407	1.49168
2-C*	994.0B	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
4C*	1,087.38	0.89871
5-A	981.43	1.61932
5-B	957.07	1.57913
5-C*	994.08	0.B2009
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)

BOOK 0027 PAGE 102

13-A

13-B

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

967.29

929.79

1.59599

1.53412

104574E 41

EXHIBIT "C" RICHMOND BQUARE PERCENTAGES OF OWNERSHIP

PHASE III (TWENTY-ONE UNIT BUILDING)

BOOK 0027 PAGE 103

UNIT NO.	FLOOR AREA	PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)
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 BQUARE PERCENTAGES OF OWNERSHIP

PHASE IV (EIGHTEEN UNIT BUILDING)

BOOK 0027 PAGE 104

200x 1646rac 42

<u>UNIT NO.</u>	<u>FLOOR AREA</u>	PERCENTAGE OF TOTAL FLOOR AREA (ALL PHASES)
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
22C*	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.

ORDERED TO RECORD

100x 1646mee 43

STATE OF KENTUCKY **COUNTY OF FAYETTE**

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRU-MENT HAS BEEN DULY RECORDED IN DEED BOOK A SALE PAGE IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK

PAIDS (2) SICO TAX SEP 25 4 05 PM '92

DCNALL W. BLEVINS FAYETTE COUNTY CLERK

BOOK 0027 PAGE 105

STATE OF KENTUCKY **COUNTY OF FAYETTE**

SCT.

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

CONDO