

**FOURTH AMENDMENT TO THE MASTER DEED OF
RICHMOND SQUARE OFFICE TOWNHOUSE CONDOMINIUMS**

RICHMOND SQUARE OFFICE TOWNHOUSE CONDOMINIUMS COUNCIL OF CO-OWNERS, INC., a Kentucky not-for-profit corporation whose registered office is Two Paragon Centre, Suite 320, 2343 Alexandria Drive, Lexington, Kentucky 40504, hereinafter referred to as the "Council", declares this as its Fourth Amendment to the Master Deed referenced hereinbelow.

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: (i) the First Amendment to the Master Deed dated April 18, 1988 and recorded in Condominium Deed Book 19, Page 357; (ii) the Second Amendment to the Master Deed dated September 14, 1989 and recorded in Condominium Deed Book 26, Page 353; and, (iii) the Third Amendment to the Master Deed dated May 1, 1992 and recorded in Condominium Deed Book 27, Page 73 (collectively, the "Master Deed"), and by 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;

WHEREAS, while some catastrophic events involving individual units have occurred in the past several years, when several of the units in the condominium regime were substantially damaged by fire, the event identified a potential problem with the respective responsibilities, or perceptions of responsibilities, of the Council and the individual unit owners regarding repairs in the event of, and insurance coverage for, such catastrophic events; and

WHEREAS, the Council desires to amend the Master Deed to clarify and adjust the responsibilities of the Council and individual owners of condominium units in the event of certain catastrophic events.

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. These Amendments may amend, modify or effect numerous provisions contained in the Master Deed which are not specifically delineated or discussed in this Amendment, including, without limitation, Paragraphs 1 (particularly Subparagraphs B., C., D., E. and F.), 8 (particularly Subparagraphs A. and B.), 11 (particularly Subparagraphs A., B., C., D., and G.) and 16 (particularly

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Subparagraphs B. and F.). Therefore, to the extent that there is a conflict between the language, duties, rights, responsibilities, benefits or obligations of any provision of the Master Deed with the provisions of this Amendment, the provisions of this Amendment shall supercede and prevail over such conflicting provision of the Master Deed. In the event of such a conflict, the conflicting provision(s) of the Master Deed shall be deemed and construed to be amended to conform with this Amendment.

2. And amend Paragraph 1 of the Master Deed by adding the following Subparagraphs "G.", "H." and "I." to the end of said Paragraph 1:

G. "Catastrophic Event(s)" shall include, at a minimum and without limitation or further action by the Board of Directors, fire and the efforts to fight any such fire, vandalism, malicious mischief, weather caused damage or any damage of the nature usually and customarily covered by a fire and extended coverage policy of property insurance. In addition, the Board of Directors, by majority vote, may designate additional events or activities as a "Catastrophic Event(s)" thereby invoking the provisions of Subparagraphs 11.G. and, if applicable, 16.B., as amended, hereof, provided, however, such action by the Board of Directors shall not give rise to any obligation or liability on the part of the Council unless and until the Council's insurance provider confirms in writing that such additional "Catastrophic Event(s)" can be and are, in fact, covered by the insurance carried by the Council.

H. "Effected Area" shall mean the Real Property (as defined herein) which has been damaged directly or indirectly by or as a result of the Catastrophic Event and to which the Council's obligations pursuant to this Amendment shall apply.

I. "Real Property" shall be defined as all improvements and betterments to or on the property which is subject to the Master Deed, including Common Areas, Limited Common Areas and Units, regardless of whether built or installed by the original developer or the Council or any Unit Owner, current or prior, or any tenant of a Unit Owner. Real Property shall include but not be limited to such items as landscaping, foundations, walls, floors, doors, windows, built-in fireplaces, carpet, paint, wallpaper, cabinets, ceiling fans, light fixtures, HVAC components and wiring and electrical fixtures. The Real Property shall not include: (a) moveable personal property of any kind or nature, including, without limitation, furniture, electrical or electronic equipment (such as computers and peripherals or telephone equipment) not permanently attached or affixed to or made a part of the Real Property, lamps, plants, art work, kitchen equipment, supplies and related items, books and magazines and office supplies; and/or (b) business or personal records, files and documents or any similar items regardless of how or where stored."

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3. Amend Paragraph 11 of the Master Deed by adding the following Subparagraphs "G.", "H.", "I." and "J." to the end of said Paragraph 11:

G. Anything to the contrary notwithstanding, in the event of a Catastrophic Event, the Council shall also be obligated to repair, replace, renovate or restore the Effected Area, within the cost limits permitted by the "Insured Value" (as defined and established by Subparagraph I. hereof) to a condition at least approximating the condition (subject the limitations set forth in this Paragraph 11) of such Effected Area prior to the Catastrophic Event (the "Catastrophic Event Repairs"). When making the Catastrophic Events Repairs, the Council shall be solely responsible for hiring the contractor to make, and supervising the activities of said contractor when the contractor is making, the Catastrophic Event Repairs. To facilitate the completion of the Catastrophic Event Repairs as promptly as possible, the Board of Directors shall, by resolution, establish and disseminate to all Council members a timetable which outlines the information to be provided by the Unit Owner(s) of the Effected Area and the time by which such information is to be provided (the "Timetable"). The information which the Board shall require to be provided to the Council pursuant to the Timetable shall include, without limitation, (i) the layout of each respective Effected Area, (ii) the selection of fit-up finishing items (such as carpets and other floor coverings, wall coverings, trim work, window treatments, built-in cabinets and other built-in fixtures and finishes) for such Effected Area and (iii) whether the Owner elects to utilize the option provided by Subparagraph 1.J. hereof, all of which selections or elections must be within the limits established by the "Insured Value", except as permitted by said Subparagraph 11.J. Should any Owner of an Effected Area fail to provide the information required by the Timetable by the date specified in the Timetable, the Council shall move forward with the Catastrophic Event Repairs using a standard layout with standard fit-up finishing items. In such event, the Owner of such an Effected Area shall have no recourse or cause of action against the Council or its members, officers, directors, employees, agents, contractors, insurers or any other person or entity acting with, by or through the Council.

H. Nothing contained in Sub-Paragraph 11.G. shall alter the obligations, duties, responsibilities or requirements of the Council or the individual Owners with regard to general or routine maintenance, up-grades, replacement or upkeep of or to the Unit(s) or Limited Common Area(s) owned by them, including, without limitation, HVAC components or wiring, nor does it alter or amend any other obligation, duty, responsibility, liability or requirement of such party as currently set forth in the Master Deed except as specifically provided in this Amendment and unless, or until a Catastrophic Event occurs. Specifically excluded from coverage in this Amendment are any claims, by subrogation or otherwise, against an Owner by

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the Council's or another Owner's insurance carrier arising from or related to Catastrophic Event Repairs or the events giving rise to the requirement to make Catastrophic Event Repairs.

I. In undertaking its new obligations contained in Sub-Paragraph 11.G., the Council shall, in consultation with the Council's insurer, establish the full replacement cost for the repair, replacement, renovation or restoration of the Real Property (the "Insured Value"). The Board, in establishing the Insured Value, shall be entitled to rely on the expertise and experience of the Council's insurer and, in so doing, the Board shall not be liable should the established Insured Value established pursuant hereto be determined to be inadequate to fulfill the Council's obligations under Subparagraph 11.G. hereof. In such event, the provisions of Paragraph 17 of the Master Deed shall apply to and govern the treatment or obtaining of the additional costs of construction which may exist in the event of an insurance shortfall. In fulfilling its requirements hereunder, the Board of Directors shall, no less often than every other year, review and update the Insured Value with the Council's insurer.

J. During the repair, replacement, renovation or restoration of any Effected Area due to a Catastrophic Event, should any individual Owner of an Effected Area desire or elect to use materials for fit-up or finishing or otherwise whose cost would cause the actual construction cost of said Effected Area to exceed the construction cost permitted by the Insured Value, then and in that event, said Owner(s) may use such materials if, and only if, those Owner(s) assume full responsibility for the additional costs thereof (the "Additional Fit-up Costs") and ensure that the Council is relieved and released from any and all liability or potential liability for the Additional Fit-up Costs. Furthermore, said Owner(s) of such Effected Area(s) shall take all such actions as may be necessary to ensure that all of the Real Property, including the Effected Area(s), be released and remain free from liens of any nature arising from or related to said Additional Fit-up Costs."

4. Amend Paragraph 16 of the Master Deed by adding the following language to the end of Subparagraph "B" thereof:

"Anything to the contrary notwithstanding, the Council's master insurance policy covering fire and extended coverage, vandalism and malicious mischief shall be in a sufficient amount to fully repair, replace, renovate and/or restore the Real Property. The Council will work with and through its insurance carrier to determine or calculate such full replacement cost of the Real Property (as used elsewhere in this Amendment, the "Insured Value") and the coverage of the insurance policy purchased by the Council shall be at such full replacement cost or Insured Value. Provided,

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however, nothing contained herein shall relieve the Owners of their respective liability for or obligations to insure, as applicable: (i) any and all property not specifically included in the Council's obligations pursuant to Paragraph 11 hereof; (ii) such Additional Fit-up Costs (as defined in Subparagraph 11.J. hereof) as each such Owner deems to be prudent and/or necessary; (iii) any deductible, or portion thereof, of the Council's insurance policies, whether for Catastrophic Event repairs or otherwise; and (iv) any claims, by subrogation or otherwise, of the Council's or other Owners' insurance carriers arising from or related to damage or injury caused by the insured Owner's negligence or other conduct or failure to act when required."

5. Amend Paragraph 16 of the Master Deed by adding the following new Subparagraphs "G.", "H." and "I." to the end of said Paragraph 16:

" G. Anything to the contrary notwithstanding, nothing contained in this Amendment shall amend or modify the required insurance coverages contained elsewhere in this Paragraph 16 or in the Master Deed for the individual Owners and said Owners shall remain fully liable for and must carry adequate insurance to ensure that neither the Council nor the Real Property will be liable for any damages to the property of or injuries to any third parties or other Owners arising from or related to the actions of or failure to act by any Owner or group of Owners, regardless of whether such action or failure to act is negligent or deliberate.

H. The following additional requirements shall apply to those insurance policies or coverages which Owners are required to carry pursuant to this Paragraph 16 or other provisions of the Master Deed:

(i) Any and all such insurance policies must be purchased from an insurance company rated "A" or better by the A.M. Best Rating Service; and

(ii) Should any Owner lease or rent their Unit and Limited Common Area to a non-Owner, in addition to maintaining the insurance required of all Owners, said Owner shall ensure that each such tenant carries and maintains insurance of the types and amounts equal to or greater than the amounts required of Owners; and

(iii) Any and all such insurance policies required to be purchased and maintained by Owners and tenants must name the Council as an additional insured; and

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(iv) Any and all such insurance policies required to be maintained by an Owner or a tenant shall include, without limitation, coverage for claims occurring in or on or arising from or related to both the Unit and such Limited Common Areas as may be owned or leased, respectively, by said Owner or tenant; and

(v) All Owners and tenants must provide proof of insurance to the Council by delivering such proof to such individual as the Board of Directors may specify at least annually and no later than on such date as may be specified by the Board of Directors; provided, however, no failure by the designated individual or the Board to enforce compliance with these provisions shall confer on or create in such designated individual, the Board or the Council any liability whatsoever, it being acknowledged that the purchase and maintenance of such required insurance policies or coverages are solely and completely the responsibility and obligation of each Owner and tenant.

I. The Council, in its sole and unfettered discretion, shall establish such deductibles for its insurance policies as it deems appropriate and necessary (the "Deductible"). Any Deductible of such insurance policy shall be the sole responsibility and obligation of the owner directly effected by any covered insurance loss. If more than one owner is effected, such Deductible shall be pro-rated between such Owners."

6. Amend Paragraph 21 by changing the title of said Paragraph to "Additional Common Expense and Special Assessment Provisions" and further amending said Paragraph by adding the following additional Sub-Paragraphs "D.", "E.", "F." and "G." to the end of said Paragraph 21:

" D. In the event insurance proceeds are inadequate and the Council, pursuant to Paragraph 17 of the Master Deed, is obligated to expend its funds to repair, replace, renovate and restore any Effected Area due, in whole or in part, to the failure of an Owner's to maintain adequate insurance or as a result of the failure of said Owner(s) to pay the Deductible or for the Additional Fit-up Costs (as defined in Subparagraph 11.J. hereof), such funds so expended shall be assessed against said Owner(s) of an Effected Area as a "Special Assessment" which shall be repaid to the Council under such terms and conditions as the Council, acting through its Board of Directors, in its sole and unfettered discretion shall deem appropriate and necessary and which Special Assessment shall be enforced, if necessary, in accordance with the provisions of Paragraphs 14 and 15 of the Master Deed.

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E. In the event that the Council becomes obligated to expend funds to defend itself against or becomes liable to pay damages to any person or entity for an injury to the person or property of such person or entity, which obligation, in whole or in part, arises from or is related to the failure of an Owner's failure to maintain at least the liability insurance as required by Paragraph 16 of this Master Deed, then such funds so expended or obligations incurred or satisfied shall be assessed against said Owner(s) as a "Special Assessment" which shall be repaid to the Council under such terms and conditions as the Council, acting through its Board of Directors, in its sole and unfettered discretion shall deem appropriate and necessary and which Special Assessment shall be enforced, if necessary, in accordance with the provisions of Paragraphs 14 and 15 of the Master Deed.

F. Should the Council expend or incur or become obligated to expend or incur any cost or expense which is not a Common Expense or which the Council would not otherwise be required to incur or expend which arises from or is related to any action or failure to act by any one or more Unit Owner(s) which act or failure to act is contrary to the obligations, duties or responsibilities of said Unit Owner(s) as set forth in the Master Deed, as amended, then, and in that event, such funds so incurred or expended shall be assessed against said Owner(s) as a "Special Assessment" which shall be repaid to the Council under such terms and conditions as the Council, acting through its Board of Directors, in its sole and unfettered discretion shall deem appropriate and necessary and which Special Assessment shall be enforced, if necessary, in accordance with the provisions of Paragraphs 14 and 15 of the Master Deed.

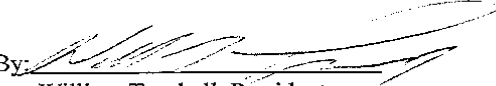
G. A Special Assessment, as described in Subparagraphs D., E. or F. of this Paragraph 21 or elsewhere in the Master Deed, is deemed to be the equivalent of an assessment for Common Expenses and an unpaid Special Assessment shall be deemed to be and collected or enforced in the same manner as a unpaid assessment for Common Expenses including, without limitation, utilizing the provisions of Paragraphs 14 and 15 of the Master Deed."

IN WITNESS WHEREOF, the signatures of the members of the Council (Phases I - IV) and their respective first mortgage holders in accordance with Paragraph 24 hereof on the date written above their respective signatures.

PHASE II OWNERS

Units 1A, B & C

T G Enterprises

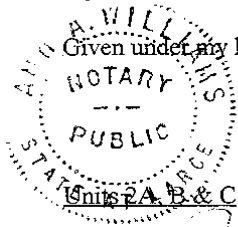
By: 
 William Turnbull, President

COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

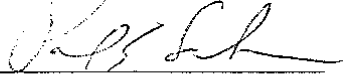
I, Ann A. Williams, a Notary Public in and for the County and State aforesaid,
 hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office
 Townhouse Condominiums was on this day produced to me in said County and was acknowledged
 before me by William L. Turnbull, a party thereto, to be the act and deed of the above said
 organization for the purposes therein set forth.

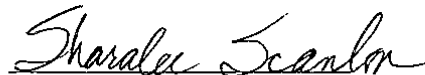
My commission will expire on the 17th day of January, 2004.

Given under my hand this 28th day of February, 2001.



Ann A. Williams, Notary Public


 Paul Scanlon


 Sharalee Scanlon

COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

I, Laura Karen Hogan, a Notary Public in and for the County and State aforesaid,
 hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office

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Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Shiralee Scanlon, 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 August, 2001.

Given under my hand this 12 day of March, 2001.

Linda Karen Hogan Notary Public



COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, ^{LINDA} KAREN Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 SCANLON, 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 August, 2001.

Given under my hand this 12 day of March, 2001.

Linda Karen Hogan Notary Public



Units 3A & C

Harry Thompson
Dr. Harry Thompson, D.M.D.

Eva Thompson
Eva Thompson

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office

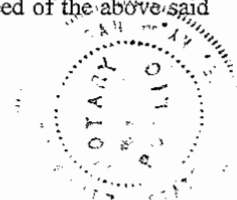
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Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by DAVID THOMPSON, a party thereto, to be the act and deed of the above said organization for the purposes therein set forth.

My commission will expire on the 9 day of August, 2001.

Given under my hand this 8 day of August, 2001.

Linda Karen Hogan, Notary Public



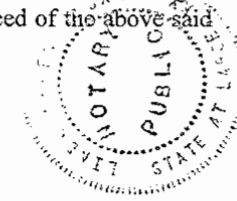
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 EVA THOMPSON, 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 August, 2001.

Given under my hand this 8 day of August, 2001.

Linda Karen Hogan, Notary Public



Unit 3B

Donald R. Addington
Donald R. Addington

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office

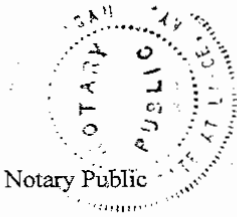
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Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Sally Reeves, a party thereto, to be the act and deed of the above said organization for the purposes therein set forth.

My commission will expire on the 9 day of August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public



Units 5A & C and 6A & C

William Darragh III
William Darragh III

John Leindecker
John Leindecker

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda K Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 William Darragh III and John Leindecker, 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 11 day of October, 2003

Given under my hand this 8 day of March, 2001.

Linda K Hogan, Notary Public



COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged

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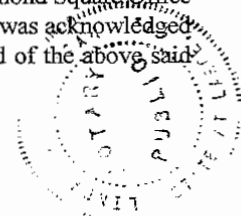
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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. Dixie Moore, 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 August, 2001.

Given under my hand this 27 day of March, 2001.

Linda Karen Hogan, Notary Public



Units 9A

J. B. Embry DDS
Dr. J.B. Embry DDS

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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. J.B. Embry DDS, 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 August, 2001.

Given under my hand this 5 day of March, 2001.

Linda Karen Hogan, Notary Public



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Units 9B

Richard Roberts
Richard Roberts

Myra Roberts
Myra Roberts *she has had her kidneys
dialyzed and unable
to sign & has since
deceased.*

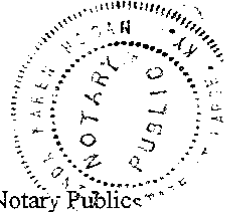
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 Richard Roberts, 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 August, 2001.

Given under my hand this 5 day of March, 2001.

Linda Karen Hogan, Notary Public



COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 _____, a party thereto, to be the act and deed of the above said
organization for the purposes therein set forth.

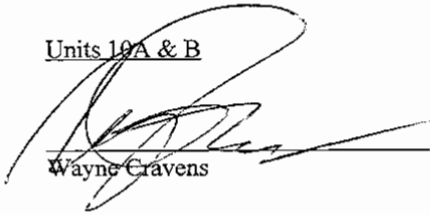
My commission will expire on the ___ day of _____, 200__.

Given under my hand this ___ day of _____, 2001.

_____, Notary Public

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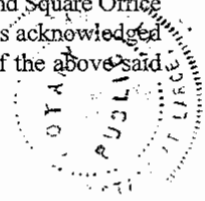
Units 10A & B


Wayne Cravens


Robin Cravens

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 the act and deed of the above said organization for the purposes therein set forth.



My commission will expire on the 9 day of August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 the act and deed of the above said organization for the purposes therein set forth.



My commission will expire on the 9 day of August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public

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Units 11A & B

Mark Reed
Mark Reed

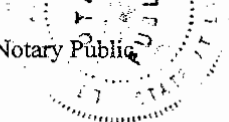
Mary K. Reed
Mary Reed

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 REED, 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 August, 2001.

Given under my hand this 20 day of March, 2001.


Linda Karen Hogan, Notary Public 

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Patricia C. Baldwin, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 K. Reed, 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 26 day of April, 2005.

Given under my hand this 22 day of July, 2002.

Patricia C. Baldwin, Notary Public 

Unit 12A

Buddy Hogan
Buddy Hogan

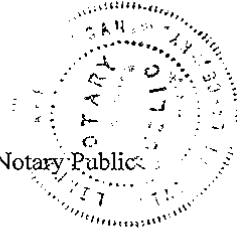
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Buddy Hogan, 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 August, 2001.

Given under my hand this 5 day of March, 2001.

Linda Karen Hogan, Notary Public



Unit 12B

Dr. Sonja Maggard
Dr. Sonja Maggard

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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. Sonja Maggard, 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 August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public



Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 20 of 51 Pages

Units 13A & B

Sharon Breault
Sharon Breault

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, LINDA KAREN HOGAN, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Sharon Breault, 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 August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public



PHASE III OWNERS

Units 14A & C

Tim Walden
Tim Walden

Beverly Walden
Beverly Walden

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Deborah Jacobs, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged

Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 21 of 51 Pages

before me by Tim Walden, 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 30th day of May, 2003.

Given under my hand this 24th day of July, 2002

Deborah Jacobs, Notary Public

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)



I, Deborah Jacobs, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Beverly Walden, 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 30th day of May, 2003.

Given under my hand this 24th day of July, 2002

Deborah Jacobs, Notary Public

Unit 14B

Janice L. Martin
Janice Martin

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linos Karen Higdon, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged

Fourth Amendment to the Master Deed of
 Richmond Square Office Townhouse Condominiums
 Page 22 of 51 Pages

before me by Linda L. Martin, 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 August, 2001.

Given under my hand this 8 day of March, 2001.

Linda Karen Hogan, Notary Public



Units 15A, B & C

Clyde Brown
 Clyde Brown

Mary Brown
 Mary Brown

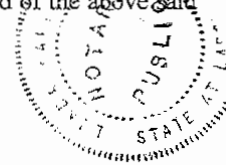
COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Clyde Brown, 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 August, 2001.

Given under my hand this 6 day of March, 2001.

Linda Karen Hogan, Notary Public



COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged

Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 23 of 51 Pages

before me by _____, 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 ___ day of _____, 200__.

Given under my hand this ___ day of _____, 2001.

_____, Notary Public

Units 16A, B & C

David Dillon

David Dillon

Bonnie Dillon

Bonnie Dillon

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Lorri Dillon, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Dillon, 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 23rd day of January, 2005.

Given under my hand this 8th day of March, 2001.

Lorri Dillon
_____, Notary Public

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Lorri Dillon, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged

Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 24 of 51 Pages

before me by Bonnie Dillow 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 23rd day of January, 2005.

Given under my hand this 8th day of March, 2001.

Louis Dillo, Notary Public

Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 26 of 51 Pages

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 _____, a party thereto, to be the act and deed of the above said organization for the purposes therein set forth.

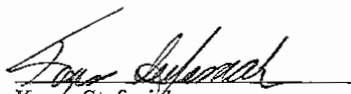
My commission will expire on the ____ day of _____, 200__.

Given under my hand this ____ day of _____, 2001.

_____, Notary Public

Unit 19B


Gene Stefaniak

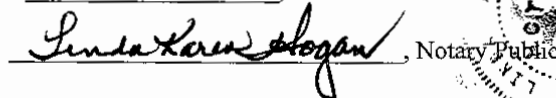

Karen Stefaniak

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Logan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 ~~KAREN STEFANIAK~~ Gene Stefaniak, 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 August, 2001.

Given under my hand this 5 day of March, 2001.


_____, Notary Public



Units 20A & C

Dr Charles Emerick

Dr. Charles Emerick ~~DDS~~

EMERICK DMD

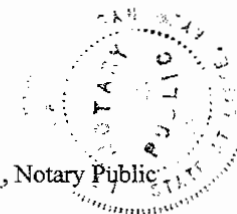
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, LINDA KAREN HOGAN, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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. CHARLES EMERICK DMD, 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 9th day of AUGUST, 2001.

Given under my hand this 30 day of JANUARY, 2001.

Linda Karen Hogan



Notary Public

Unit 20B

~~DB MANAGEMENT, LLC~~
~~PROSPEROUS PARTNERS~~

By: *Timothy F. Getrick, Manager*

Timothy F. Getrick, Manager

(Printed Name and Title)

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

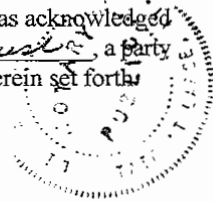
I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office

Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Jim Guthrie the 9 of August, 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 August, 2001.

Given under my hand this 9 day of August, 2001.

Linda Karen Hogan, Notary Public



PHASE IV OWNERS

Units 21A & C

Pat Callahan
Pat Callahan

Myrtle Procter
Myrtle Procter

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Pat Callahan, 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 August, 2001.

Given under my hand this 20 day of March, 2001.

Linda Karen Hogan, Notary Public



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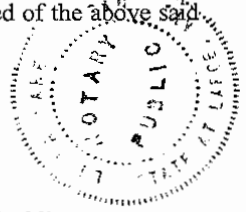
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, Linda Karen Hogan, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 Maria Prater / P.C. signed 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 August, 2001.

Given under my hand this 20 day of March, 2001.

Linda Karen Hogan, Notary Public



Unit 21B

Kay Ridge

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 _____, 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 ____ day of _____, 200__.

Given under my hand this ____ day of _____, 2001.

_____, Notary Public

Fourth Amendment to the Master Deed of
 Richmond Square Office Townhouse Condominiums
 Page 33 of 51 Pages

COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid,
 hereby certify that the foregoing Fourth 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 _____, 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 ___ day of _____, 200__.

Given under my hand this ___ day of _____, 2001.

_____, Notary Public

COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF FAYETTE)

I, Linda Karen Hogue, a Notary Public in and for the County and State aforesaid,
 hereby certify that the foregoing Fourth 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 R Douglas Ezze, 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 Aug, 2001.

Given under my hand this 9 day of August, 2001.

Linda Karen Hogue, Notary Public



Units 26A, B & C

[Signature]
~~Charles Kregel~~ R. Douglas Ezze
 Via Market

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

I, _____, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 _____, 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 ____ day of _____, 200__.

Given under my hand this ____ day of _____, 2001.

_____, Notary Public

MORTGAGE HOLDER CONSENTS

First Mortgage Holder for Units 2A, B & C

Central Bank & Trust Company

By: Charles B. Skinner

CHARLES B. SKINNER V.P.
(Printed Name and Title)

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I Debra L. Pollock, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 Charles B. Skinner, the Vice President of Central Bank & Trust Co., 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 12 day of December, 2005.

Given under my hand this 24 day of July, 2004.

Debra L. Pollock, Notary Public

Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 38 of 51 Pages

First Mortgage Holder for Unit 4A, B & C

Star Bank

By: _____

(Printed Name and Title)

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 _____, the _____ of _____, 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 ____ day of _____, 200__.

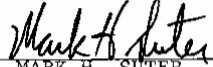
Given under my hand this ____ day of _____, 2002.

_____, Notary Public

Fourth Amendment to the Master Deed of
 Richmond Square Office Townhouse Condominiums
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First Mortgage Holder for Units 5A & C: 6A & C: and 19B

State National Bank of Frankfort

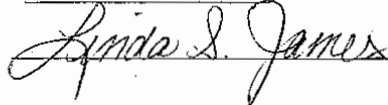
By: 
 MARK H. SUTER
Mark H. Suter, CEO
 (Printed Name and Title)

COMMONWEALTH OF KENTUCKY)
) SS.
 COUNTY OF ~~FAYETTE~~ FRANKLIN)

I, LINDA S. JAMES, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth 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 H. SUTER, the CEO of STATE NATIONAL BANK, 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 2nd day of September, 2003.

Given under my hand this 23rd day of April, 2002.

, Notary Public

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Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 46 of 51 Pages

First Mortgage Holder for Units 14B

Harold Bledsoe, an individual

By: Harold Bledsoe
Harold Bledsoe

STATE OF INDIANA)
) SS.
COUNTY OF HAMILTON)

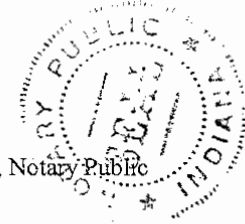
I, Rhonda Hickey, a Notary Public in and for the County and State aforesaid, hereby certify that the foregoing Fourth Amendment to the Master Deed of Richmond Square Office Townhouse Condominiums was on this day produced to me in said County and was acknowledged before me by Harold Bledsoe, a party thereto, to be the act and deed of the above said individual for the purposes therein set forth.

My commission will expire on the 1st day of Oct, 2007.

Given under my hand this 16th day of May, 2002.

Rhonda Hickey

Notary Public

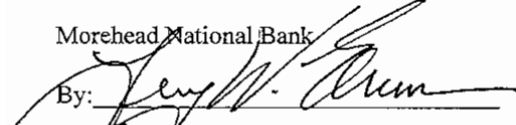


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Fourth Amendment to the Master Deed of
Richmond Square Office Townhouse Condominiums
Page 50 of 51 Pages

First Mortgage Holder for Unit 22C

Morehead National Bank

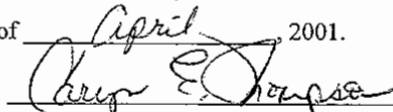
By: 
TERRY W. ENSOR, PRES. & CEO
(Printed Name and Title)

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF FAYETTE)


I, Caryn Thompson, a Notary Public in and for the County and State aforesaid,
hereby certify that the foregoing Fourth 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 Terry W. Ensor, the Pres. & CEO of Morehead Nat'l BK, 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 26 day of Aug, 2001.

Given under my hand this 11th day of April, 2001.


Caryn Thompson, Notary Public

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

200209100150

September 10, 2002 14:22:15 PM

Fees	\$110.00	Tax	\$0.00
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Total Paid	\$110.00
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53 Pages

291 - 343