

**THIRD AMENDMENT TO MASTER DEED OF
THE COMMONS OF WESTPORT GARDENS CONDOMINIUMS**

This Third Amendment to Master Deed (the "Master Deed") has been prepared at the direction of and caused to be recorded by **WESTPORT GARDENS APARTMENTS, LLC** (hereinafter referred to as the "Declarant"), a Kentucky limited liability company, having an office at 291 N. Hubbards Ln., Suite 26B-190, Louisville, KY 40207, as a supplement to the Master Deed establishing The Commons of Westport Gardens Condominiums dated January 26, 2007.

WITNESSETH:

WHEREAS, Declarant has made and declared a Declaration of Horizontal Property Regime and Master Deed Establishing The Commons of Westport Gardens Condominiums dated January 26, 2007, which is recorded in Deed Book 8980, Page 712, in the Office of the County Clerk of Jefferson County, Kentucky; as amended by the First Amendment to Master Deed of The Commons of Westport Gardens Condominiums dated June 20, 2007, which is recorded in Deed Book 9061, Page 160, in the office aforesaid; as amended by the Second Amendment to Master Deed of the Commons of Westport Gardens Condominiums dated September 10, 2007, which is recorded in Deed Book 9117, Page 462, in the office aforesaid (the "Master Deed"); and

WHEREAS, this Amendment is necessary and desirable to amend certain Articles in the Master Deed pursuant to Article XIII of the Master Deed;

WHEREAS, this Amendment is necessary and desirable to delete Article VIII Section (O) (4) from the Master Deed pursuant to Article XIII of the Master Deed;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares that the real property ("Property"), more fully described on Exhibit A attached to the Master Deed, shall be owned, held, used, leased,

conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Master Deed.

1. Article VIII, Section (A) shall be amended to read as follows:

(A) Authority to purchase; named insured

All insurance policies upon the condominium project shall be purchased by the Council. The named insured shall be the Council individually and as agent for the unit owners, without naming them, and as agent for the mortgagees of the unit owners. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners are required to obtain coverage at their own expense for their own units, their own personal property, and other risks.

2. Article VIII, Section (B) (1) (a) shall be amended to read as follows:

(a) Loss or damage by fire and other hazards covered by special form coverage, and

3. Article VIII, Section (B) (1) (b) shall be amended to read as follows:

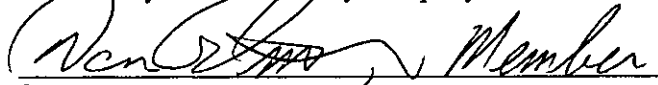
(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on the Land, including, but not limited to, earthquake and flood.

4. The attached phasing plan shall be the "phasing plan" referred to in Article XII of the Master Deed.

5. Article VIII, Section (O) (4) shall be deleted from the Master Deed.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to the Master Deed of The Commons of Westport Gardens Condominiums to be executed on this 25th day of July, 2008.

WESTPORT GARDENS APARTMENTS, LLC
a Kentucky limited liability company

 Member

Signature
By: DON GILMOUR

Title: Member/Manager

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 25th day of July, 2008, Don Gilmore, Member/Manager of Westport Gardens Apartments, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Westport Gardens Apartments, LLC, a Kentucky limited liability company.

My Commission Expires: 9-24-2011

Betty J. Foster
Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

[Signature]
BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

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AMC Rev. 7/25/2008 7:59 AM

Document No.: DM2008100115
Lodged By: BARDENWERPER LAW FIRM
Recorded On: 07/28/2008 12:29:03
Total Fees: 16.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: CARRAR

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WESTPORT GARDENS APARTMENTS, LLC
1365 WESTLYNNE WAY
LOUISVILLE, KENTUCKY 40222

WESTPORT ROAD

WESTMAR TERRACE

WESTLYNNE WAY

MARIEMONT COURT

PHASE II

PHASE I

OFFICE

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THE COMMONS of
WESTPORT GARDENS
CONDOMINIUMS

END OF DOCUMENT HERR LANE