

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

This Fifth 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; as amended by the Third Amendment to Master Deed of the Commons of Westport Gardens Condominiums dated July 25, 2008, which is recorded in Deed Book 9264, Page 107, in the office aforesaid; as amended by the Fourth Amendment to Master Deed of the Commons of Westport Gardens Condominiums dated July 30, 2008, which is recorded in Deed Book 9267, Page 364, in the office aforesaid (the "Master Deed"); and *ex 125 pg 37-38 File # 2651*

**WHEREAS**, this Amendment is necessary and desirable to add two (2) units to the Commons of Westport Gardens Condominiums 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 II, Section (A) shall be amended to read as follows:

(A) Number, location, designation, and plans for units

Subject to the provisions of Article XII herein, there shall be seventy-two (72) units within the condominium project. Seventy-two (72) of these units have been built, and for purposes of identification, each unit has been assigned a number as indicated on **Revised Exhibit B** attached hereto and made a part hereof. No unit bears the same identification number as any other unit. The plans set forth the layout, location within the applicable building, unit number designation, and dimensions of each unit.

2. Article XII (first paragraph) shall be amended to read as follows:

#### **Future Development Phasing and Withdrawal**

The Commons of Westport Gardens, as built, consists of seventy-two (72) units in the buildings constructed. These buildings and the units therein together with the common elements appurtenant thereto will automatically become subject to this condominium regime by amendment(s) to the Master Deed upon the filing of their respective floor plans. Declarant specifically reserves the right, from time to time, to further amend the Master Deed to the extent of adding additional units and *general common elements and limited common elements and, once added by amendment, the units therein shall have the same rights, privileges, and obligations as appear herein.* In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns (however, individual unit owners shall not be included within the meaning of successors and assigns as used in this paragraph), to amend the Master Deed to accomplish the foregoing and to *SHIFT AND REALLOCATE from time to time the percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each amendment pursuant to this paragraph.* Each execution of a deed of conveyance, mortgage, or other instrument with respect to a unit, and the acceptance thereof, shall be deemed a grant, and an acknowledgement of and conclusive evidence of the parties thereto to the consent of such reservation of power to Declarant as attorney in fact and shall be deemed to reserve to Declarant and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit set forth in each such recorded amendment. Further, Declarant specifically reserves unto itself, and its successors and assigns, the rights to determine the location of all future units, common elements, and limited common elements.



Revised Exhibit B

Percentage in Interest of Each Unit in Common Elements

<u>Building No.</u>	<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage</u>
4821	101	1,048.58	1.40%
4821	102	1,043.66	1.39%
4821	201	1,047.72	1.40%
4821	202	1,044.46	1.39%
4825	101	1,225.84	1.63%
4825	102	1,232.90	1.64%
4825	201	1,225.93	1.63%
4825	202	1,234.33	1.65%
4831	101	1,045.11	1.39%
4831	102	1,048.76	1.40%
4831	201	1,051.78	1.40%
4831	202	1,051.34	1.40%
4835		1,248.50	1.66%
4837		1,249.29	1.67%
4839		1,233.72	1.64%
4841		1,233.06	1.64%
4845		1,250.38	1.67%
4847		1,250.32	1.67%
4851		1,230.08	1.64%
4853		1,231.70	1.64%
4860		1,014.82	1.35%
4858		1,012.77	1.35%
4856		1,009.65	1.35%
4854		1,015.17	1.35%
4852		1,016.89	1.36%
4850		1,002.86	1.34%
4848		1,004.63	1.34%
4846		1,009.67	1.35%
4844		1,010.84	1.35%
4834	101	1,055.19	1.41%
4834	102	1,042.69	1.39%
4834	201	1,054.85	1.41%
4834	202	1,048.64	1.40%
4830	101	1,222.42	1.63%
4830	102	1,224.04	1.63%
4830	201	1,222.07	1.63%
4830	202	1,223.80	1.63%
4822	101	1,046.45	1.39%
4822	102	1,050.03	1.40%
4822	201	1,050.40	1.40%
4822	202	1,053.83	1.40%

Revised Exhibit B

Percentage in Interest of Each Unit in Common Elements

1360-A		1,016.15	1.35%
1362-A		997.79	1.33%
1364-A		995.87	1.33%
1366-A		1,020.58	1.36%
4842		1,007.97	1.34%
4840		1,008.10	1.34%
4811		974.18	1.30%
4813		1,020.76	1.36%
4815		1,018.43	1.36%
4817		1,006.60	1.34%
4819		1,010.36	1.35%
1364	101	756.57	1.01%
1364	102	756.83	1.01%
1364	201	758.84	1.01%
1364	202	760.19	1.01%
1365	101	816.70	1.09%
1365	201	933.40	1.24%
1366	101	765.14	1.02%
1366	102	756.79	1.01%
1366	201	757.65	1.01%
1366	202	755.35	1.01%
4820		1,008.69	1.34%
4818		1,003.70	1.34%
4816		1,248.75	1.66%
4814		1,245.78	1.66%
4812		1,008.12	1.34%
4810		1,004.44	1.34%
1360-B		994.31	1.33%
1362-B		993.48	1.32%
1364-B		1,000.17	1.33%
1366-B		999.49	1.33%
<b>TOTAL</b>		<b>75,020.35</b>	<b>100.00%</b>

Document No.: DN2000121945  
 Lodged By: BARDENWERPER LAW FIRM  
 Recorded On: 08/22/2008 02:07:48  
 Total Fees: 19.00  
 Transfer Fax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: SHESCH

Recorded in Condo Book  
 No. 125 Page 37-38  
 Part No. 2651

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