

**FIRST AMENDMENT TO THE MASTER DEED AND
DECLARATION FOR
"TREIS CONDOMINIUMS"**

This Amendment made and entered into by Treis Holding Development Group, LLC, hereinafter referred to as "Developer".

WITNESSETH;

WHEREAS, by a Condominium Declaration of Master Deed for Treis Condominiums, dated the 27th day of February, 2002, and appearing of record in Deed Book 7828, Page 824, in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the horizontal property law, as amended; and,

WHEREAS, under the Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings and units to the condominium regime within the "Reserved Areas"; and,

WHEREAS, the Developer is the owner and wishes to add to the condominium regime the following described units which are presently a part of the "Reserved Area" referred to in said Master Deed:

Building 2 Units 1, 2, 3, 4, 5, 6, 7 and 8

WHEREAS, the condominium regime is now improved with those units referred to above in Building 2, and thereby having at present a total of sixteen (16) units.

NOW, THEREFORE, the Developer, for the purposes hereinabove set forth and in accordance with the powers conferred and reserved to the Developer in the Master Deed for "Treis Condominiums," recorded, does hereby amend the Master Deed by:

1. Declaring that the above named buildings and units are hereby annexed from the remaining "Reserved Area" and that said buildings and units are to be in all respects governed by the terms and provisions of the Master Deed and Declaration.

2. Amending the legal description of the units which are set forth in the Master Deed by adding the following units:

<u>BUILDING</u>	<u>UNIT</u>	<u>AREA (SQ. FT.)</u>	<u>PER CENT</u>
2	1	903.63 (as built)	6.00%
2	2	967.48 (as built)	6.43%
2	3	967.57 (as built)	6.43%
2	4	906.49 (as built)	6.02%
2	5	927.01 (as built)	6.16%
2	6	976.01 (as built)	6.49%
2	7	980.56 (as built)	6.52%
2	8	928.01 (as built)	6.17%

Said new unit's location, approximate area, number of rooms, structural changes and common elements to which the new unit has access to are described and shown on a set of plans which are recorded simultaneously herewith. Said plans are incorporated herein by reference.

3. Amending the schedule of percentage of ownership interest in the common elements appurtenant to each unit to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The above schedule of percentage ownership in the common elements are calculated as set forth in the Master Deed, and this allocation is accomplished as follows:

(a) The Developer, the extent necessary, hereby exercising all of its rights conferred upon it by the Master Deed and Declaration and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each unit shown in the schedule attached as Exhibit "A".

(b) The Developer, to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the schedule attached as Exhibit "A".

(c) In other means supportable in law or in equity on the basis of the Master Deed,

the deeds to each purchaser, and this amended declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed and Declaration.

Except as set forth herein, the Declaration of Master Deed for "Treis Condominiums", shall remain in full force and effect.

(4) Developer hereby verifies true all of the information contained in this amendment.

IN TESTIMONY WHEREOF, witness the signature of Terry Schneble as Managing Member of Treis Holding Development Group, LLC, this 20th day of June, 2002.

TREIS HOLDING DEVELOPMENT GROUP, LLC

BY: Terry Schneble
Terry Schneble, Managing Member

STATE OF KENTUCKY)
) SCT.
COUNTY OF JEFFERSON)

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing instrument was produced to me in the State and County and acknowledged and delivered before me by **Terry Schneble as Managing Member of Treis Holding Development Group, LLC**, a limited liability company, on behalf of same.

Witness my hand this 20th day of June, 2002.

Arthur W. Howard

Notary Public, Jefferson County, Kentucky

My commission expires: 8/8/2003.

This Instrument Prepared by:

Arthur W. Howard

Arthur W. Howard, Attorney
6200 Dutchmans Lane, Suite 206
Louisville, Ky. 40206

BUILDING 1

UNIT 1 = 914.76 Sq.Ft. (6.08% of Total)
 UNIT 2 = 958.32 Sq.Ft. (6.365% of Total)
 UNIT 3 = 958.32 Sq.Ft. (6.365% of Total)
 UNIT 4 = 914.76 Sq.Ft. (6.08% of Total)
 UNIT 5 = 914.76 Sq.Ft. (6.08% of Total)
 UNIT 6 = 958.32 Sq.Ft. (6.365% of Total)
 UNIT 7 = 958.32 Sq.Ft. (6.365% of Total)
 UNIT 8 = 914.76 Sq.Ft. (6.08% of Total)

 TOTAL = 7492.32 Sq.Ft. (49.78%)

BUILDING 2

UNIT 1 = 903.63 Sq.Ft. (6.00% of Total)
 UNIT 2 = 967.48 Sq.Ft. (6.43% of Total)
 UNIT 3 = 967.57 Sq.Ft. (6.43% of Total)
 UNIT 4 = 906.49 Sq.Ft. (6.02% of Total)
 UNIT 5 = 927.01 Sq.Ft. (6.16% of Total)
 UNIT 6 = 976.01 Sq.Ft. (6.49% of Total)
 UNIT 7 = 980.56 Sq.Ft. (6.52% of Total)
 UNIT 8 = 928.01 Sq.Ft. (6.17% of Total)

 TOTAL = 7556.76 Sq.Ft. (50.22%)

CONDOMINIUM

OR

APT. OWNERSHIP

BOOK 88 PAGE 25-26

FILE NO. 1479

Document No.: DN2002114993
 Lodged By: howard
 Recorded On: 06/21/2002 09:35:06
 Total Fees: 18.00
 Transfer Tax: .00
 County Clerk: Bobbie Holsclaw-JEFF CO KY
 Deputy Clerk: YOLLOG2

END OF DOCUMENT