

BR. 8500 Pg 29

OCT 06 2004

SIXTH AMENDMENT TO
MASTER DEED AND DECLARATION
OF CONDOMINIUM PROPERTY REGIME
OF
CREEKWOOD CONDOMINIUMS

Bobbie Holsclaw, Clerk
By _____ D.C.

Phase IV

THIS SIXTH AMENDMENT TO MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY REGIME OF CREEKWOOD CONDOMINIUMS ("Amendment") is made, entered into and effective as of October 6, 2004, by LANCASTER GROUP, INC., a Kentucky corporation, f/k/a C & L Builders, Inc. ("Developer"), whose address is P. O. Box 277, Prospect, Kentucky 40059.

RECITALS:

A. Developer has previously entered into that certain Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums, which establishes a plan for condominium ownership under the horizontal property laws of Kentucky, KRS 381.805-381.910 (the "Act"), which Master Deed is dated as of May 9, 2002, and is of record in Deed Book 7885 Page 922, in the Jefferson County Clerk's office, as amended by the following: (i) an Amendment to Master Deed dated July 24, 2002, of record in Deed Book 7928, Page 48, in the office aforesaid; (ii) a Supplementary Declaration dated August 25, 2003, of record in Deed Book 8224, Page 969, in the office aforesaid; (iii) a Supplementary Declaration dated August 25, 2003, of record in Deed Book 8224, Page 980, in the office aforesaid; and (iv) a Special Warranty Deed from Developer to the Council of Co-Owners of Creekwood Condominiums, Inc. dated August 25, 2003, pertaining to so-called "common areas", of record in Deed Book 8224, Page 993, in the office aforesaid (as amended, the "Master Deed"); and (v) a Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Creekwood Condominiums dated May 20, 2004, of record in Deed Book 8416, Page 4, in the office aforesaid.

B. Pursuant to the Master Deed, a portion of the real estate acquired by Developer pursuant to a Deed dated September 26, 2000, of record in Deed Book 7520, Page 145, in the office aforesaid, and as re-recorded in Deed Book 7850, Page 806, in the office aforesaid, has been submitted to the condominium form of ownership and use in the manner provided by the Act.

C. Sections B, P and W of the Master Deed provide that Developer may unilaterally amend the Master Deed, as construction of additional Units in the Regime are completed.

D. Developer now desires to further amend the Master Deed, to further define the Property to which the Regime includes and to which the Master Deed pertains, to reflect the construction of additional Units, and to clarify certain provisions of the Master Deed, as described herein.

E. Certain capitalized terms not defined herein shall have the same meaning as

ascribed to them in the Master Deed.

NOW, THEREFORE, for and in consideration of the above Recitals, Developer hereby amends the Master Deed as follows:

1. **DELINEATION OF ADDITIONAL UNITS.** The following Units are hereby created, which Units are a part of the Regime created pursuant to the Master Deed:

Building 29 Phase IV Units 1, 2, 3, & 4

The complete floor plans pertaining to the above Units have been filed with the Jefferson County Clerk's office simultaneously with the filing of this Amendment, and such floor plans and accompanying verification as required by KRS 381.835 are of record in Condominium and Apartment Ownership Book 104, Page(s) 60-61, in the Jefferson County Clerk's office.

2. **ADJUSTMENT OF PERCENTAGES.** Pursuant to Section C of the Master Deed, upon expansions of the Regime, each Unit Owners' proportionate share in all common elements shall be adjusted for all Units, including the additional Units that have been added to the Regime. Accordingly, Developer hereby makes certain adjustments to the percentages of ownership in the common elements of the Regime, as set forth on Exhibit A attached hereto and made a part hereof. From and after the date hereof, any and all references to Exhibit A to the Master Deed (as defined in Section C of the Master Deed) shall mean Exhibit A attached to this Amendment.

3. **PROPERTY SUBJECT TO CONDOMINIUM REGIME.** Except as set forth below, the real estate described as "Tract 2" in Exhibit A-1 attached hereto and incorporated herein by reference is hereby annexed to and made subject to the Master Deed. The Developer hereby reserves from Tract 2 those areas which do not have completed buildings on them as of the date of filing of this Amendment. It is hereby declared that the Master Deed covers only Buildings 43, 26, 27, 28, 46, 47, 41, 42, 48 and 29. Developer may add additional buildings to Tract 2 as part of the project at a later date, however, until such time as said buildings have been completed those areas of Tract 2 (inclusive of defined common elements) that remain undeveloped shall be exempt from the Master Deed as amended from time to time. No real estate whether annexed into the regime, reserved or otherwise shall be a part of the condominium project or encumbered by the restrictions of the Master Deed, unless the buildings (and condominium units) have been specifically annexed to, made subject to and/or brought under the Condominium Regime. Only that portion of Tract 2 that has been specifically annexed into the Condominium Regime shall be governed hereby. Residual Tract 1 as identified in Deed of Consolidation of record in Deed Book 8413, Page 608, in the office aforesaid is specifically excluded from the Condominium Regime.

4. **FURTHER AMENDMENTS.** By way of clarification, Developer intends that *Creekwood Condominiums* will continue to be developed incrementally, and additional Units may be created, added and subjected to the Regime by further

Amendments to the Master Deed, together with the filing of plans for each such Unit as required by KRS 381.835. Developer has the right, from time to time, until all of the Units as shown on the site plan for *Creekwood Condominiums* have been constructed, to amend the Master Deed, for the purpose of adding additional Units in the manner set forth above.

5. **CONSENT OF LENDER.** BB&T, the holder of a first mortgage lien on the real estate to which the Master Deed pertains, pursuant to a mortgage dated January 15, 2001, of record in Mortgage Book 5751, Page 127, and a mortgage dated November 1, 2001, of record in Mortgage Book 6306, Page 980, both in the office aforesaid, joins into this Amendment to evidence its consent to the execution and delivery of the foregoing Amendment, and further acknowledges that such mortgages are expressly subject to the provisions of the foregoing Amendment. **PROVIDED, HOWEVER,** the condominium scheme should not and cannot be implied to include real estate that has not been specifically annexed to, made subject to and/or brought under the Condominium Regime, even if the non-condominium real estate is a part of the same tracts from which the condominium real estate came and as such no real estate whether annexed into the regime, reserved or otherwise shall be a part of the condominium project or encumbered by the restrictions of the Master Deed, unless the buildings (and condominium units) have been specifically annexed to, made subject to and/or brought under the Condominium Regime and the holder of a first mortgage lien shall retain superior rights to those of the Condominium Regime until such time as the holder of a first mortgage shall have joined in such amendment to evidence its consent to the annexation of such buildings/units.

7. **RATIFICATION.** Except as modified by this Amendment, the Master Deed shall remain in full force and effect.

IN TESTIMONY WHEREOF, Developer has entered into this Amendment as of the date first written above.

[signature page follows]

LANCASTER GROUP, INC.
(f/k/a C & L Builders, Inc.)

By:
Patrick R. Lancaster IV, President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 6th
day of October, 2004, by Patrick R. Lancaster IV, as President of Lancaster Group, Inc., a
Kentucky corporation, formerly known as C&L Builders, Inc., for and on behalf of such
corporation.

Notary Public – Kentucky State at Large
My commission expires: June 4, 2005

BRANCH BANKING & TRUST

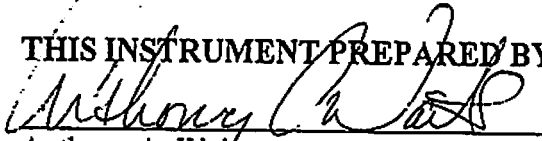
By: _____
Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____
day of _____ October, 2004, by _____
_____, as _____
of BB&T, for and on behalf of such corporation.

Notary Public – Kentucky State at Large
My commission expires: _____

THIS INSTRUMENT PREPARED BY:

A handwritten signature in cursive script, appearing to read "Anthony A. Wajts", written over a horizontal line.

Anthony A. Wajts

Attorney at Law

150 South Third Street

Louisville, Kentucky 40202

(502) 228-5707

EXHIBIT A

**SUPPLEMENTARY DECLARATION
FOR MASTER DEED OF CONDOMINIUM PROPERTY REGIME
OF
CREEKWOOD CONDOMINIUMS**

Estimated percentage of common interest schedule

Phase	Building	Unit	Square footage/area	Estimated % of ownership
I	43	#1	1128	2.47%
I	43	#2	1129	2.47%
I	43	#3	1136	2.49%
I	43	#4	1159	2.54%
I	26	#1	1128	2.47%
I	26	#2	1128	2.47%
I	26	#3	1136	2.49%
I	26	#4	1159	2.54%
I	27	#1	1139	2.50%
I	27	#2	1135	2.49%
I	27	#3	1146	2.51%
I	27	#4	1146	2.51%
I	28	#1	1132	2.48%
I	28	#2	1139	2.50%
I	28	#3	1160	2.54%
I	28	#4	1160	2.54%
II	46	#1	1124	2.46%
II	46	#2	1124	2.46%
II	46	#3	1140	2.50%
II	46	#4	1134	2.48%
II	47	#1	1134	2.48%
II	47	#2	1132	2.48%
II	47	#3	1137	2.49%
II	47	#4	1148	2.51%
III	42	#1	1146	2.51%
III	42	#2	1131	2.48%
III	42	#3	1156	2.53%
III	42	#4	1145	2.51%
III	48	#1	1146	2.51%
III	48	#2	1143	2.50%
III	48	#3	1154	2.53%
III	48	#4	1146	2.51%

**SUPPLEMENTARY DECLARATION
FOR MASTER DEED OF CONDOMINIUM PROPERTY REGIME
OF
CREEKWOOD CONDOMINIUMS**

Estimated percentage of common interest schedule

Phase	Building	Unit	Square footage/area	Estimated % of ownership
III	41	#1	1156	2.53%
III	41	#2	1133	2.48%
III	41	#3	1156	2.53%
III	41	#4	1133	2.48%
IV	29	#1	1157	2.53%
IV	29	#2	1130	2.48%
IV	29	#3	1157	2.53%
IV	29	#4	1128	2.47%
Total			45650	100.00%

EXHIBIT A-1

The real estate is located In Jefferson County, Kentucky, and is more particularly described as follows:

BEING TRACT 2 as shown on minor subdivision plat docket No. 067-04 approved by the Louisville and Jefferson County Planning Commission on April 9, 2004, the original of which is recorded with a Deed of Consolidation dated May 20, 2004, of record in Deed Book 8413, Page 608, in the County Court Clerk of Jefferson County, Kentucky.

BEING A PART of the same property conveyed to C & L Builders, Inc. by deed dated September 26, 2000 recorded in Deed Book 7520, Page 446, re-recorded in Deed Book 7850 Page 806 in the office of the County Court Clerk of Jefferson County, Kentucky.

Subject to all easements and right of ways of record and to easements, reservations and right of ways reserved in the Master Deed as amended from time to time or in the deed of conveyance to a particular unit. The buildings set forth below are hereby added to the Condominium Regime:

Building 29 Phase IV Units 1, 2, 3, & 4

The recorded floor plans of the project are incorporated herein by reference. Developer reserves the right to develop additional buildings on Tract 2 in accordance with the Master Deed as amended from time to time

All references herein are to the Jefferson County Clerk's records at Louisville, Kentucky.

THIS IS AN EXPANDABLE CONDOMINIUM PROJECT. SEE THE MASTER DEED AND ELSEWHERE IN THIS INSTRUMENT FOR FURTHER DETAILS. HOWEVER, NO REAL ESATE SHALL BE A PART OF THE CONDOMINIUM PROJECT OR ENCUMBERED BY THE RESTRICTIONS OF THE MASTER DEED AS FROM TIME TO TIME AMENDED AND/OR SUPPLEMENTED, UNLESS THE REAL ESTATE HAS BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONODOMINIUM REGIME. THE CONDOMINIUM SCHEME SHOULD NOT AND CANNOT BE IMPLIED TO INCLUDE REAL ESTATE THAT HAS NOT BEEN SPECIFICALLY ANNEXED TO, MADE SUBJECT TO AND/OR BROUGHT UNDER THE CONDOMINIUM REGIME, EVEN IF THE NON-CONDOMINIUM REAL ESTATE IS A PART OF THE SAME TRACTS FROM WHICH THE CONDOMINIUM REAL ESTATE CAME.

NOTES:
 1. THE PURPOSE OF THIS PLAT IS TO CREATE TRACTS 2 & 3 FOR MORTGAGE PURPOSES, TO GRANT ACCESS AND TO GRANT ADDITIONAL RIGHT-OF-WAY,
 2. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
 3. ACCESS EASEMENT MUST CONFORM TO ORDINANCE 17, SERIES 1981, JEFFERSON COUNTY FISCAL COURT.

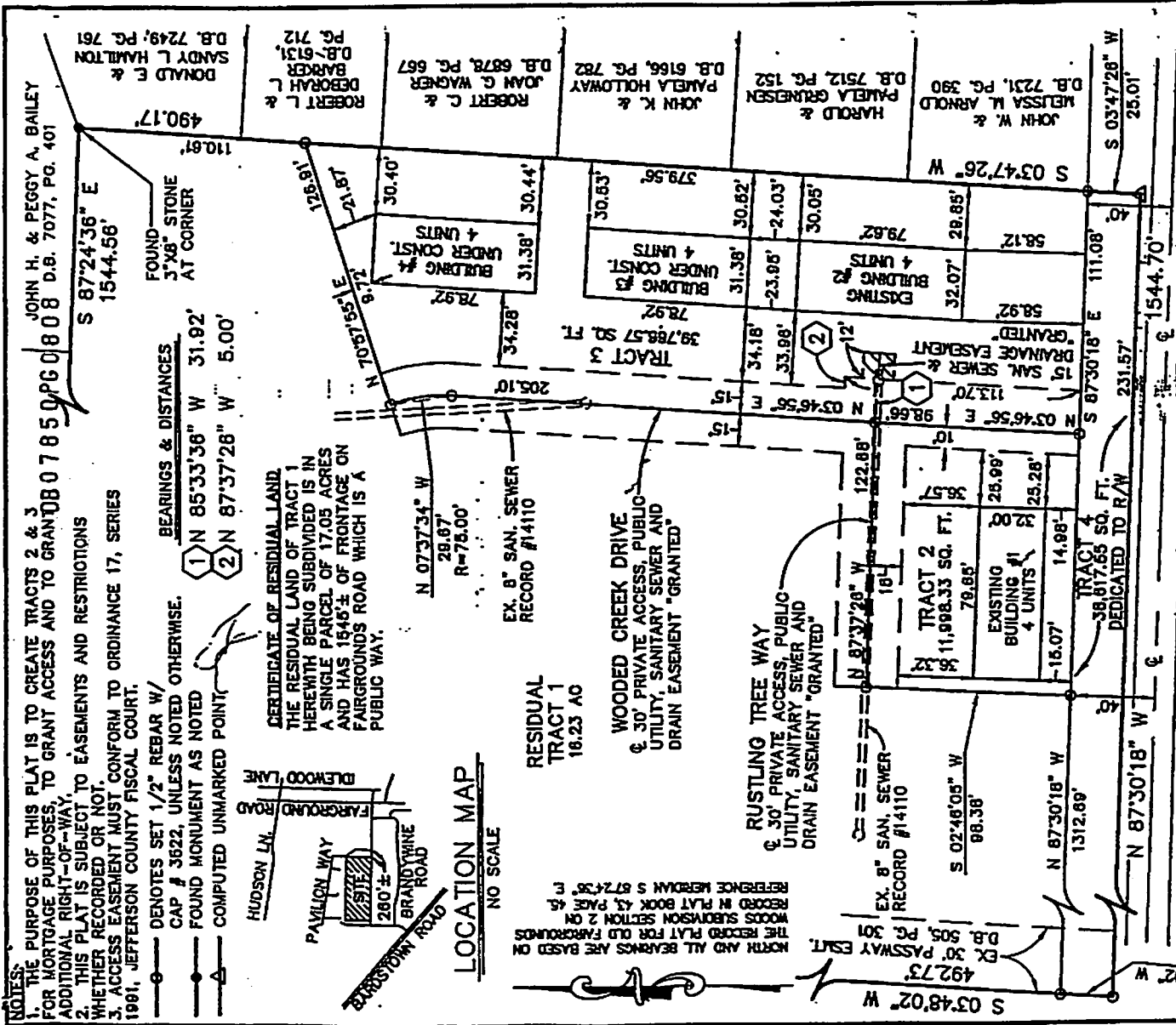
BEARINGS & DISTANCES
 ① N 85°33'36" W 31.92'
 ② N 87°37'28" W 5.00'

— DENOTES SET 1/2" REBAR W/ CAP # 3522, UNLESS NOTED OTHERWISE.
 — FOUND MONUMENT AS NOTED
 — COMPUTED UNMARKED POINT

DEDICATE OF RESIDUAL LAND THE RESIDUAL LAND OF TRACT 1 HEREWITH BEING SUBDIVIDED IS IN A SINGLE PARCEL OF 17.03 ACRES AND HAS 1946'-± OF FRONTAGE ON FAIRGROUNDS ROAD WHICH IS A PUBLIC WAY.

LOCATION MAP
 NO SCALE

WOOD SUBDIVISION SECTION 2 & 3
 THIS RECORD PLAT FOR OLD FAIRGROUNDS RECORD # 1117 & 1118 IS BASED ON RECORD # 972 & 973
 ALL BEARINGS AND DISTANCES ARE BASED ON THE PLAT BOOK AS SHOWN



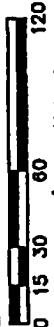
EXIST. FAIRGROUNDS ROAD 30' R/W

Certificate of Approval
 Approved this 27th day of March, 2002
 Invalid if not recorded before this date: 2003

By: *[Signature]*
 Louisville and Jefferson County Planning Commission
 Special Agent(s): *[Signature]*
 DOCKET NO.: 040-02

MINOR SUBDIVISION PLAT
 OWNER: C & L BUILDERS, INC.
 A KENTUCKY CORPORATION
 DEED BOOK 7520, PAGE 448
 P.O. BOX 277
 PROSPECT, KENTUCKY 40059
 TAX BLOCK 50, LOT 31
 LOCATION: 8001 WOODED CREEK DRIVE
 LOUISVILLE, KENTUCKY 40291
 DATE: 02/11/02 SCALE: 1"=60'

GRAPHIC SCALE 1" = 60'



Land Surveyor's Certificate

I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with side shots and the unadjusted precision ratio of the traverse exceeds 1:10,000. The bearings, distances and traverse shown herein were adjusted for closure. This survey meets or exceeds the minimum standards for a class "A" survey as established by the State of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

STATE OF KENTUCKY
 L. ALAN HARTLEY
 3522
 LICENSED PROFESSIONAL LAND SURVEYOR

[Signature]
 L. ALAN HARTLEY PLS# 3522
 MINDEL • SCOTT & ASSOCIATES INC.
 PLANNING • ENGINEERING • SURVEYING
 LANDSCAPE ARCHITECTURE
 P.O. BOX 7246 Louisville, Kentucky 40287-0246
 (502) 485-1508
 DATE: 2/20/02