

SECOND AMENDMENT
TO
MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME
FOR
THE GARDENS OF EASTERN PARKWAY,
A CONDOMINIUM

The Master Deed and Declaration of Condominium Property Regime for The Gardens of Eastern Parkway, a Condominium, is recorded in Deed Book 5942, beginning at Page 103, in the Jefferson County Clerk's Office. The First Amendment to said Master Deed and Declaration of Condominium Property Regime is recorded in Deed Book 5992, beginning at Page 770, in said County Clerk's Office.

The said Master Deed and Declaration of Condominium Property Regime for The Gardens of Eastern Parkway and the said First Amendment thereto are both referred to herein as "Master Deed."

The undersigned, Colston Corporation, a Kentucky corporation ("Developer") named as the Developer in the Master Deed, and deeming the following amendment to be beneficial to the success of the Regime, hereby amends the Master Deed as follows:

The following provisions are hereby added to Section 12 of the Master Deed (Parking and Provisions Relating to Indoor and Outdoor Parking Spaces.):

12.7 Until Developer's Transfer of Control, and regardless of the number, location and configuration of Outdoor Parking Spaces shown on any recorded floor plans of the Regime, the Developer may change the number, location and configuration of Outdoor Parking Spaces, provided, however, that the location of Outdoor Parking Spaces specifically assigned to a Unit Owner may not be changed without written consent of such Unit Owner.

Developer may construct a roof over any or all of such Outdoor Parking Spaces, in the nature of a carport ("Covered Outdoor Parking Spaces"). In such event, and as to Covered Outdoor Parking Spaces, all provisions of the Master Deed which apply to Indoor Garage Spaces shall apply as well to Covered Outdoor Parking Spaces, except that the initial monthly assessment of \$5.00 in Section 12.1 of the Master Deed as applies to Indoor Garage Spaces shall be a \$3.00 initial monthly assessment as applies to Covered Outdoor Parking Spaces, and except that the \$5,000.00 amount referred to in Section 12.6 of the Master Deed as pertains to an Indoor Garage Space shall be Three Thousand Dollars (\$3,000.00) as pertains to a Covered Outdoor Parking Space.

(END OF AMENDMENTS)

Developer's transfer of control as defined in Section 15.2 of the Master Deed not yet having occurred, the Developer has the right to make this Amendment on its own behalf and as proxy for each Unit Owner under Section 15.3 of the Master Deed, and the Developer further has the right to make this Amendment under Section 30.1 of the Master Deed.

The Master Deed as amended hereby remains in full force and effect.

IN TESTIMONY WHEREOF, the said Developer has caused this Second Amendment to Master Deed to be signed by its duly authorized officer on its behalf and on behalf of all Unit Owners, at Louisville, Kentucky, this 15th day of October, 1990.

COLSTON CORPORATION

By: Notice Colston
Title: President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Notice Colston, Jr., President of Colston Corporation, a Kentucky corporation, on behalf of the corporation and on behalf of Unit Owners, this 15th day of October, 1990.

My commission expires July 1, 1993.

Jennifer J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

THIS INSTRUMENT PREPARED BY:
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