

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

THIS FOURTH AMENDMENT TO MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR THE GARDENS OF EASTERN PARKWAY, A CONDOMINIUM, is made by COLSTON CORPORATION.

1. DEFINITIONS As used in this document, the following terms shall have the meaning shown:

1.1 "Developer" means Colston Corporation, a Kentucky corporation, the office of which is located at 41 Highwood Drive, Louisville, Kentucky, 40206.

1.2 "Master Deed" means the Master Deed and Declaration of Condominium Property Regime for The Gardens of Eastern Parkway, a Condominium Regime dated the 1st day of August, 1989, which Master Deed is recorded in Deed Book 5942, beginning at Page 103 in the County Clerk's Office of Jefferson County, Kentucky, and as amended by First Amendment thereto Dated September 10, 1990, of record in Deed Book 5992, Page 770, and as further amended by Second Amendment thereto dated October 15, 1990, recorded in Deed Book 6004, Page 538, and as further amended by Third Amendment dated the 19th day of November, 1990, recorded in Deed Book 6013, Page 867; all in the office of the County Clerk aforesaid. (The aforesaid Third Amendment erroneously made reference to it as a "Second Amendment" in Sections 2 and 4 thereof and such references should be to the "Third" Amendment rather than "Second" Amendment in said Sections 2 and 4 of the Third Amendment.

1.3 "Fourth Amendment" means this Fourth Amendment to the Master Deed.

1.4 "Regime" means the condominium regime known as The Gardens of Eastern Parkway, a Condominium, created by the Master Deed.

1.5 "Unit" means a unit in the Regime as Unit is defined in the Master Deed.

1.6 "Unit Owner" means the person(s), firm(s), corporation(s), partnership(s), association(s), trustee, or other legal entity holding a recorded Deed or other instrument conveying title to a Unit. Unit Owner has the further meaning as defined in the Master Deed.

1.7 "Limited Common Element" means a limited common element, (as defined in the Master Deed) of the Regime.

2. PURPOSE OF FOURTH AMENDMENT

2.1 Some Units have a balcony at the rear of the building in which the Unit is located ("Rear Balcony"), which was originally constructed as an open balcony. The Rear Balcony is a Limited Common Element of the Unit of which it is a part (as are all balconies). Certain Unit Owners have expressed the desire to have some of the Rear Balconies enclosed, and it is the purpose of this Fourth Amendment to set forth the conditions under which a Rear Balcony may be enclosed.

3. REQUIREMENTS FOR A REAR BALCONY ENCLOSURE

3.1 In order for a Unit Owner to have a Rear Balcony enclosure, the following conditions must be complied with:

3.1.1 The enclosure design, materials used, and specifications shall be set forth in written plans and submitted to the Board, or to the Developer prior to the "Developer's Transfer of Control" (as defined in the Master Deed). If the Board, or Developer, approves the plans then the Unit Owner may construct the enclosure provided it is constructed in strict accordance with the plans as approved, and if the work and materials are first class.

If the plans are not approved by the Board, or Developer, then the enclosure shall not be constructed.

3.1.2 Whether or not the plans are approved shall be entirely at the discretion of the Board, or Developer, whose decisions shall not be subject to any claims or liabilities. (It is deemed that this provision is necessary in order to protect the overall value of the Regime).

3.1.3 If the plans are approved the work shall be performed only by a reputable contractor. The work shall be entirely at the expense of the Unit Owner. The Unit Owner shall pay for the work when payment is due.

3.1.4 The Unit Owner shall indemnify and hold the Board and Developer harmless from any claims, demands or liabilities regarding liens, personal injury or property damage brought about by, or in connection with, the enclosure work.

4. UNAPPROVED WORK

4.1 If an enclosure is not constructed in strict compliance with plans as approved, or if the work and materials are not first-class, or if the enclosure is constructed without approval from the Board or Developer, then the Board or Developer shall have the right to remove the enclosure at the expense of the Unit Owner, if the Unit Owner does not correct the violation within thirty (30) days after written notice thereof from the Board or Developer.

4.2 If the Board or Developer removes the enclosure because of Unit Owner's violation, the Board or Developer is hereby granted a right of entry into the respective Unit, and an easement over, on and through the respective Unit in order to perform the removal. If the Board or Developer has the enclosure removed, the provisions of Section 1.11.7 and other applicable provisions of the Master Deed shall apply.

5. MAINTENANCE OF ENCLOSURE

5.1 The Unit Owner, at the Unit Owners expense, shall maintain the enclosure in an attractive, safe and otherwise well-maintained condition at all times.

5.2 If Unit Owner does not maintain the enclosure as provided herein, then the Board, or Developer, shall have the right to perform any work or furnish any materials in order to maintain the enclosure in the required condition, at respective Unit Owner's expense. The Board or Developer is hereby granted a right of entry into the respective Unit, and an easement over, on and through the respective Unit in order to have said work performed. In the event the Board or Developer performs the work, the provision of Section 1.11.7 and other appropriate Sections of the Master Deed shall apply.

6. AUTHORITY FOR THIS FOURTH AMENDMENT

This Fourth Amendment is authorized pursuant to Section 30 ("Amendments") of the Master Deed and other relevant provisions of the Master Deed. Developer deems this Fourth Amendment beneficial to the Regime as a whole.

7. RESTRICTION ON FRONT BALCONY ENCLOSURE

7.1 A balcony of a Unit at the front of a building in which the Unit is located, shall not be enclosed under any circumstances.

8. CONTINUATION OF MASTER DEED AS AMENDED HEREBY

The provisions of the Master Deed as amended hereby remain in full force and effect.

9. BINDING EFFECT

9.1 The provisions of this Fourth Amendment are binding upon each Unit Owner and its heirs, successors and assigns and also upon the successors and assigns of the Developer.

9.2 The Developer executes this Fourth Amendment on its own behalf and on behalf of all Unit Owners as their attorney-

in-fact pursuant to the powers contained in and granted by the Master Deed.

Dated this 21 day of January, 1992.

COLSTON CORPORATION

BY: Notice Colston, Jr.
Notice Colston, Jr.,
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, this 21 day of January, 1992.

My commission expires: 4/30/94

[Signature]
NOTARY PUBLIC
STATE-AT-LARGE, KY

Prepared by: BOROWITZ & GOLDSMITH

BY: [Signature]
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502)584-7371

0175E

LONGED BY: [Signature]
6247
92 JAN 21 PM 3:48
[Signature]

END OF DOCUMENT

v.