

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

THIS SIXTH 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, and as further amended by Fourth Amendment dated the 21st day of January, 1992, recorded in Deed Book 6139, Page 337, and as amended by Fifth Amendment dated the 4th day of February, 1992, recorded in Deed Book 6144, Page 209 all in the office of the County Clerk aforesaid.

1.3 "Fifth Amendment" means the Fifth Amendment to the Master Deed as referred to in Section 1.2 above.

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.

2. CORRECTION OF EXHIBIT "B" ATTACHED TO FIFTH AMENDMENT

2.1 Exhibit "B" attached to the Fifth Amendment set

forth the reallocation of the percentages of general common element ownership as a result of the expansion of the Regime adding Phase 2 as effected by the Fifth Amendment.

2.2 Exhibit "B" attached to the Fifth Amendment erroneously referred to "Building "C"-Phase 1". Building "C" is in Phase 3 and not Phase 1. It is now the desire to correct Exhibit "B" attached to the Fifth Amendment accordingly. There is attached hereto an Exhibit "B" correcting and replacing the Exhibit "B" attached to the Fifth Amendment.

3. AUTHORITY FOR THIS SIXTH AMENDMENT

3.1 This Sixth Amendment is authorized pursuant to Section 30 ("Amendments") of the Master Deed.

4. CONTINUATION OF MASTER DEED AS AMENDED HEREBY

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

5. BINDING EFFECT

5.1 The provisions of this Sixth Amendment are binding upon each Unit Owner and their successors and assigns and also upon the successors and assigns of the Developer.

5.2 The Developer executes this Sixth amendment on its own behalf and on behalf of all Unit Owners as their attorney-in-fact and pursuant to the powers contained in and granted by the Master Deed.

Dated this 24th day of February, 1992.

COLSTON CORPORATION

BY: Notice Colston
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 24th day of February, 1992.

My commission expires: 7-25-94

[Signature]
NOTARY PUBLIC
STATE-AT-LARGE, KY0006150 PAGE 443

Prepared by: BOROWITZ & GOLDSMITH

BY: *Morris B. Borowitz*
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502)584-7371

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THE GARDENS OF EASTERN PARKWAY
 BUILDING "A"-Phase 2
 BUILDING "B"-Phase 1
 BUILDING "C"-Phase 3

UNIT NUMBER	SQUARE FEET	PERCENTAGE
<u>BUILDING "A"-PHASE 2</u>		
93	1013.70	2.72
94	1015.38	2.72
95	944.37	2.53
96	948.43	2.54
97	1012.27	2.71
98	1014.62	2.72
99	1018.39	2.73
100	1015.36	2.72
101	1015.35	2.72
102	1016.74	2.72
<u>BUILDING "B"-PHASE 1</u>		
103	1520.04	4.07
104	1259.23	3.37
105	1254.78	3.36
106	1258.44	3.37
107	1250.13	3.35
108	1518.36	4.07
203	1519.57	4.07
204	1266.16	3.39
205	1268.07	3.40
206	1267.42	3.40
207	1264.12	3.39
208	1527.78	4.05
<u>BUILDING "C"-PHASE 3</u>		
109	1515.89	4.06
110	1258.72	3.37
111	1257.78	3.37
112	1515.72	4.06
209	1529.80	4.10
210	1267.72	3.40
211	1266.51	3.39
212	1525.62	4.09
TOTALS	37,326.47	100.00
0276E		

END OF DOCUMENT

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 BOOK 6150 PAGE 445