

NINTH AMENDMENT TO MASTER DEED OF THE GARDENS OF EASTERN PARKWAY

This Ninth Amendment to Master Deed for the Gardens of Eastern Parkway (the "Ninth Amendment") is made at the direction of the Gardens of Eastern Parkway Owners' Association, Inc. ("Association"), a Kentucky non-profit, non-stock corporation, whose mailing address is 6006 Brownsboro Park Boulevard, Suite B, Louisville, Jefferson County, Kentucky 40207, as a supplement to the Master Deed and Declaration Establishing Gardens of Eastern Parkway ("Master Deed"), dated the 1st day of August 1989 and filed of record in **Deed Book 5942, Page 103** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that First Amendment to the Master Deed, dated the 10th day of September 1990 and filed of record in **Deed Book 5992, Page 770** in the office aforesaid; as amended by that Second Amendment to the Master Deed, dated the 15th day of October 1990 and filed of record in **Deed Book 6004, Page 538** in the office aforesaid; as amended by that Third Amendment of the Master Deed, dated the 19th day of November 1990 in **Deed Book 6013, Page 867** in the office aforesaid; as amended by that Fourth Amendment to the Master Deed dated January 21, 1992 and filed of record in **Deed Book 6139, Page 337** in the office aforesaid; as amended by that Fifth Amendment to the Master Deed dated the 5th day of February 1992 and filed of record in **Deed Book 6144, Page 209** in the office aforesaid; as amended by that Sixth Amendment to the Master Deed dated the 25th day of February 1992 and filed of record in **Deed Book 6150, Page 442** in the office aforesaid; as amended by that Seventh Amendment dated the 10th day of February 1993 and filed of record in **Deed Book 6276, Page 829** in the office aforesaid; and as amended by that Eighth Amendment dated the 19th day of January 1995 and filed of record in **Deed Book 6549, Page 228** in the office aforesaid:

WITNESSETH

WHEREAS, the Association believes the Master Deed, as amended, needs to be amended and this Amendment is necessary and desirable to change certain aspects of the Master Deed;

WHEREAS, the Association, at a duly called meeting on 10/26/13, having obtained approval of 75% of the unit owners, these owners having been acknowledged and having signed this Ninth Amendment, their signatures below as **Exhibit 1**; having no mortgagees on record with the Secretary of the Association and therefore not needing approval of such mortgagees; and having complied with the provisions of Section 30.2 of the Master Deed, as amended, and all other provisions of the Master Deed, as amended:

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, the Association hereby declares that the Master Deed is hereby amended as follows and that all such property shall be owned, held, used, leased, conveyed, and occupied subject to the restrictions and conditions set forth in this Amendment as if these restrictions and conditions were included in and made a part of the Master Deed:

1. Section 13.1.1 is added and reads as follows:

“Effective upon the recording of this amendment, and notwithstanding any other provision contained in the Master Deed, as amended, or the Bylaws to the contrary, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the Unit Owner, unless (a) the Unit Owner held legal title to the unit and the unit was being used for rental purposes on the date of the recording of this amendment, (b) the unit is leased to a member of the owner’s immediate family (parents, grandparents, children, or grandchildren), (c) the Unit Owner or the Unit Owner’s spouse is transferred by his or her employer to a location more than 50 miles from the Office of the Jefferson County Clerk, Jefferson County, Kentucky, (d) the Unit Owner moved to a nursing home or assisted living facility, or (e) the Unit Owner dies and there is no surviving spouse who resided with the deceased at the time of death.

“Upon the occurrence of (b) above, once the lease in existence at the recording of this amendment with the Unit Owner’s immediate family member is terminated, that unit becomes subject to the restrictions in this Section 13.1.1 and may only be rented under the conditions in (c), (d), or (e).

“Upon the occurrence of (c), (d), or (e) above, a unit may be leased or rented for a total period of time not to exceed one year and a lease or rental agreement entered into upon the occurrence of (a), (b), (c), (d), or (e) shall be subject to the following restrictions:

“(i) A fully executed copy of any proposed lease shall be delivered to the Board of Directors ten days before the rental term is to begin or if the rental term has commenced at the time of the recording of this amendment, within 10 days of the recording; and (ii)

