

SIXTH AMENDMENT TO  
MASTER DEED AND DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
FOR  
PROMENADE COURT TOWNHOMES, A CONDOMINIUM

This Sixth Amendment to Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium, is made by Berkley Partners 1989-1, a Kentucky General Partnership.

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

1.1 "Developer" means Berkley Partners, 1989-1, a Kentucky general partnership, the office of which is located at 9911 Shelbyville Road, Suite 100, Louisville, Kentucky 40223.

1.2 "Master Deed" means the Master Deed and Declaration of Condominium Property Regime for Promenade Court Townhomes, a Condominium, dated the 30th day of July, 1990, which Master Deed is recorded in Deed Book 5982, beginning at Page 169 in the County Clerk's Office of Jefferson County, Kentucky, and as amended by First Amendment thereto dated the 12th day of October, 1990, of record in Deed Book 6003, Page 126, in the Office of the County Clerk aforesaid, and as further amended by Second Amendment thereto dated the 18th day of January, 1991, of record in Deed Book 6029, Page 691, in the Office of the County Clerk aforesaid, and as further amended by Third Amendment thereto dated the 19th day of July, 1991, of record in Deed Book 6085, Page 252, in the Office of the County Clerk aforesaid, and as further amended by Fourth Amendment thereto dated the 3rd day of September 1991 recorded in Deed Book 6098, Page 126, in the Office of the County Clerk

aforsaid, as as further amended by Fifth Amendment thereto recorded in Deed Book 6135, Page 991, in the County Clerk's office aforsaid.

1.3 "Regime" means the condominium regime created by the Master Deed.

1.4 "Unit" means a condominium Unit, as defined in the Master Deed, located within the Regime.

1.5 "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 in the Regime. Unit Owner has the further meaning as defined in the Master Deed.

1.6 Other capitalized terms used herein shall be defined as set forth in the Master Deed.

2. PURPOSE OF THIS SIXTH AMENDMENT.

2.1 Section 1.10 of the Master Deed defines "Limited Common Elements", in part, as those Common Elements which are specifically reserved for the use of a particular Unit or a specifically designated number of Units, to the exclusion of other Units. Patios are defined as Limited Common Elements in Section 1.10.4 of the Master Deed.

2.2 It is the desire of the Developer to specifically set forth and designate by this Sixth Amendment the Units to which certain rear Patios are Limited Common Elements. Accordingly, there is attached hereto and made part hereof, Exhibit "A", that designates which rear patios are Limited Common Elements of a particular Unit. The Unit numbers shown on the rear patios

designated on Exhibit "A", are the same numbered Units for which said rear Patios are Limited Common Elements, to the exclusion of other Units.

2.3 The designation shown on Exhibit "A" constitutes a clarification of the rear Patios as heretofore built and as heretofore designed to be Limited Common Elements of the respectively numbered Units, Exhibit "A", being for the purpose of eliminating any confusion.

2.4 The Developer determines that this Amendment is beneficial to the Regime as a whole, is further explanatory to floor plans of the Regime previously filed, and is otherwise consistent with the development and the Master Deed.

2.5 The Transfer of Control as defined in Section 16.2 of the Master Deed has not yet occurred.

3. AUTHORITY FOR THIS SIXTH AMENDMENT.

This Sixth Amendment is authorized pursuant to Section 30.1 of the Master Deed and other relevant provisions thereof.

4. CONTINUATION OF MASTER DEED AS AMENDED HEREBY.

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 10 day of April, 1992.

BERKLEY PARTNERS 1989-1, a  
Kentucky General Partnership

By: J.T. Sims  
J.T. Sims, Managing General  
Partner

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

Subscribed, sworn to and acknowledged before me this 10  
day of April, 1992 by J.T.Sims, Managing General Partner of  
Berkley Partners 1989-1.

My commission expires: My Commission expires Aug 1, 1992

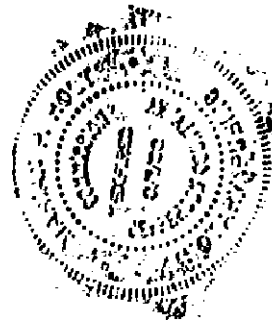
Manson P. Hae  
NOTARY PUBLIC  
KENTUCKY STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

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

00480E:me:4/9/92



# PROMENADE COURT TOWNHOMES, A CONDOMINIUM

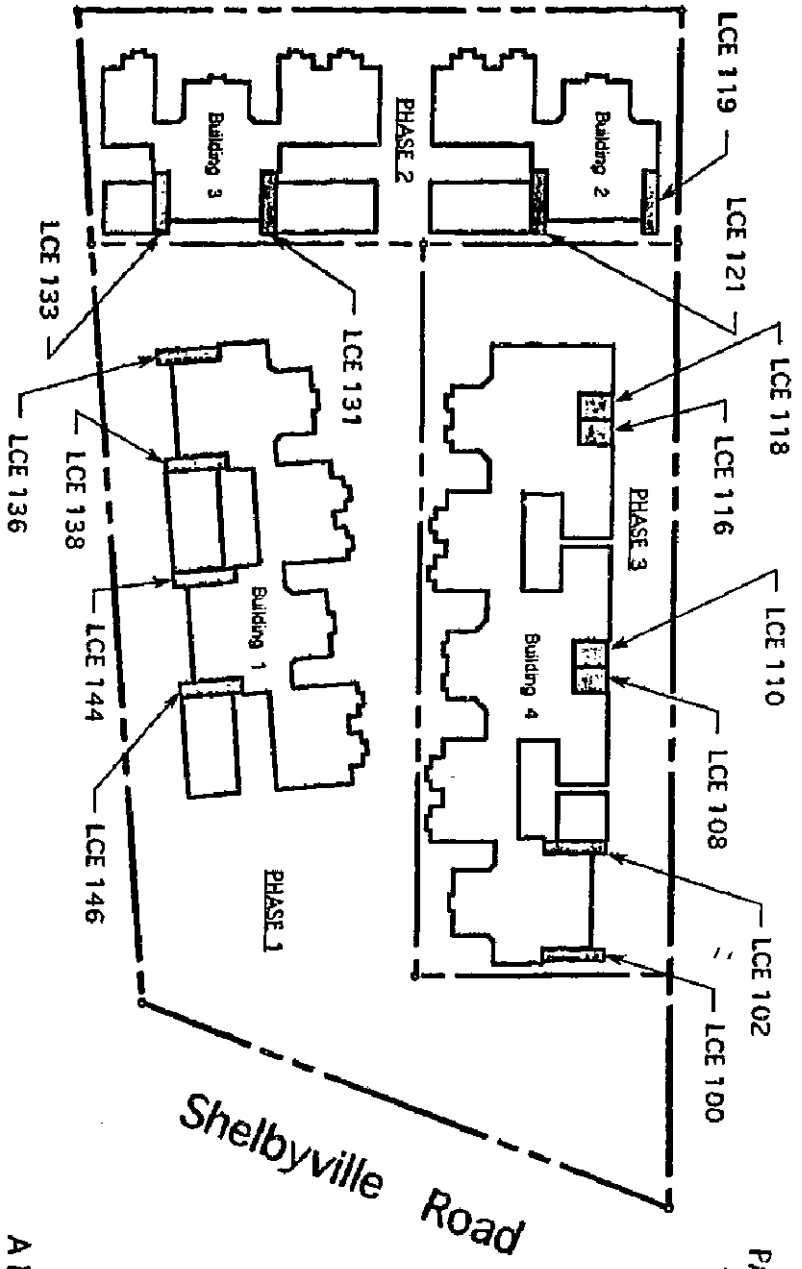
PHASES 1, 2 & 3

45965 R

LODGED BY Berkley  
AND RECORDED

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PAID \$ 1350  
REBECCA JACKSON J.C.C.  
*Rebecca*



**Legend**

- LCE ### Indicates Limited Common Element for Unit No. ###
- Indicates Phase Boundary
- Indicates Outer Boundary

**Developer**  
Berkley Partners 1989 - 1  
A Kentucky General Partnership  
9913 Shelbyville Rd.  
Lou., Ky. 40223

**Engineer**  
Development Planning & Engineering Inc.  
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