

**SIXTH AMENDMENT TO
MASTER DEED AND DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF
SPRING ARBOR CONDOMINIUMS**

SPRING ARBOR, INC. a Kentucky corporation (hereinafter referred to as the "Developer"), declares this as its Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 6790, Page 662 in the office of the Clerk of Jefferson County, Kentucky, as amended by (i) First Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 6872, Page 849, (ii) Second Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 6892, Page 745, (iii) Third Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums of record in Deed Book 6984, Page 201, (iv) Fourth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 7164, Page 695, and (v) Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 7556, Page 419, all in said Clerk's office (collectively the "Master Deed").

RECITALS

A. Under Section W of the Master Deed the Developer, without the consent of any other owner of a Unit or other interest holder in any Unit, may amend the Master Deed to record floor plans of Units, when completed, in accordance with KRS 381.830(1)(b), KRS 381.835(5) and Sections B and C of the Master Deed.

B. Developer enters into this Sixth Amendment so as to record the floor plans for Building 7 of the Regime (Units 26, 27, 28 and 29).

THEREFORE, Developer amends the Master Deed as follows:

1. **Completed Units.** The completed Units and Common Elements for Building 7 are shown or designated on the Plans recorded herewith in the office of the Clerk of Jefferson County, Kentucky in Condominium Ownership Book 87, Pages 19 through 20, inclusive, as may be further amended from time to time as construction of additional Units in Section I, Section II and Section III of the Regime are completed, which plans and any further amended plans are incorporated herein by reference.

Each Unit shall have appurtenant thereto an undivided percentage of common interest in the Common Elements; shall have the same percentage share in all common profits and common expenses of the Regime; and shall have this percentage interest for all purposes except voting. The current undivided percentage of common interest for each Unit is shown on **EXHIBIT A** attached hereto and made a part hereof.

Recognizing that the square footage of Units may be altered as completion of Units progresses, Developer hereby further reserves the exclusive right to amend **EXHIBIT A** to show any further alteration and square footage of a particular Unit; and as a result thereof and in compliance with the

Kentucky Horizontal Property Law, adjust the percentage of common interest of all Units so that each Unit's percentage is based on its actual square footage as relates to the total square footage of all Units of the Regime as built.

2. **Ratification.** In all other respects, Developer ratifies and affirms all of the covenants, conditions and restrictions contained in the Master Deed.

WITNESS the signature of Developer as of the 23rd day of April, 2002, but actually on the date set forth below.

DEVELOPER:

Spring Arbor, Inc.
a Kentucky corporation

By Henry M. Potter
Henry M. Potter, President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on April 23, 2002 by HENRY M. POTTER as President of Spring Arbor, Inc., a Kentucky corporation, on behalf of the corporation.

Mylena J. Jensen
NOTARY PUBLIC

Commission expires: Aug. 28, 2005

THIS INSTRUMENT WAS PREPARED BY:

Timothy W. Martin
FROST BROWN TODD LLC
400 W. Market, 32nd Floor
Louisville, Kentucky, 40202-3363

Timothy W. Martin
Timothy W. Martin

Exhibit A
Spring Arbor Garden Homes

EXHIBIT A

Delineation of the Building, Unit Numbers, Architectural Square Feet,
and Initial Percentage of Architectural Square Feet

Building	Unit	Initial Percentage of		Building	Unit	Initial Percentage of	
		Architectural Square Feet	Architectural Square Feet			Architectural Square Feet	Architectural Square Feet
1	1	1766	1.51%	9	34	1744	1.49%
1	2	1766	1.51%	9	35	2143	1.84%
1	3	1766	1.51%	9	36	1406	1.21%
1	4	1941	1.66%	9	37	2104	1.80%
2	5	1581	1.36%	10	38	2143	1.84%
2	6	1769	1.52%	10	39	1561	1.34%
2	7	1406	1.21%	10	40	1765	1.51%
2	8	1581	1.36%	10	41	1941	1.66%
3	9	2103	1.80%	11	42	2103	1.80%
3	10	1743	1.49%	11	43	2128	1.82%
3	11	1581	1.36%	11	44	2103	1.80%
3	12	1766	1.51%	11	45	1581	1.36%
4	14	1766	1.51%	12	46	2104	1.80%
4	15	1581	1.36%	12	47	2104	1.80%
4	16	1406	1.21%	12	48	1941	1.66%
4	17	1581	1.36%	12	49	1744	1.49%
5	18	1766	1.51%	14	50	2142	1.84%
5	19	1581	1.36%	14	51	1744	1.49%
5	20	1744	1.49%	14	52	1744	1.49%
5	21	1766	1.51%	14	53	2142	1.84%
6	22	1941	1.66%	15	54	2142	1.84%
6	23	1941	1.66%	15	55	1941	1.66%
6	24	1941	1.66%	15	56	2104	1.80%
6	25	1766	1.51%	15	57	1941	1.66%
7	26	1406	1.21%	16	58	1850	1.59%
7	27	1765	1.51%	16	59	1850	1.59%
7	28	1919	1.64%	16	60	2025	1.74%
7	29	1744	1.49%	16	61	2010	1.72%
8	30	1744	1.49%	17	62	1561	1.34%
8	31	1581	1.36%	17	63	1766	1.51%
8	32	1561	1.34%	17	64	1941	1.66%
8	33	2104	1.80%	17	65	1766	1.51%

TOTALS: SF 116657 Percentage 100.00%

END OF DOCUMENT

BOOK 87 PAGE 19-20
FILE NO. 1460

APT. OWNERSHIP
OR
CONDOMINIUM

Document No.: ME2002077786
Lodged By: frost brown todd
Recorded On: 04/24/2002 11:06:48
Total Fees: 12.00
Transfer Tax: .00
County Clerks: Bobbie Holsclaw-JEFF CO KY
Deputy Clerks: KELN