EIGHTH 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 Eighth 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, (v) Fifth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 7556, Page 419, (vi) Sixth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 7867, Page 755, and (vii) Seventh Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 8145, Page 93, 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 in accordance with KRS 381.830(1)(b), KRS 381.835(5) and Section C of the Master Deed.
- B. Developer enters into this Eighth Amendment so as to amend Exhibit A to the Master Deed so as to adjust the percentage of common interest of all Units so that each Unit's percentage is abased on its square footage as relates to the square footage of all Units of the Regime as ultimately built.

THEREFORE, Developer amends the Master Deed as follows:

- 1. <u>Completed Units</u>. 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 final undivided percentage of common interest for each Unit is shown on <u>EXHIBIT A</u> attached hereto and made a part hereof.
- 2. <u>Ratification</u>. In all other respects, Developer ratifies and affirms all of the covenants, conditions and restrictions contained in the Master Deed.

WITNESS the signature of Develope on the date set forth below.	r as of the $\frac{16^{th}}{6}$ day of Hugus $\frac{1}{2}$, 2006, but actually
	<u>DEVELOPER</u> :
	Spring Arbor, Inc. a Kentucky corporation
	By Cu O. V. W. Henry M. Potter, President
STATE OF KENTUCKY)) SS COUNTY OF JEFFERSON)	
The foregoing instrument was acknowled Potter as President of Spring Arbor, Inc., a Ker	lged before me on fligust 16, 2006 by Henry M. ntucky corporation, on behalf of the corporation.
	NOTARY PUBLIC Commission expires: August 27, 2009
	Commission expires: August 28, 2009
THIS INSTRUMENT WAS PREPARED BY: Timothy W. Martin FROST BROWN TODD LLC 400 W. Market, 32nd Floor Louisville, Kentucky, 40202-3363	
Timothy W. Martin	

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

		Architectural	Initial Percentage of Architectural				Initial Percentage o	
Building	Unit	Square Feet		T	Y Y •.	Architectural	Architectural	
Dunding	Om	Square reet	Square Feet	Building	Unit	Square Feet	Square Feet	
1	1	1766	1.52%	9	34	1744	1 500/	
1	2	1766	1.52%	9	35	2143	1.50%	
1	3	1766	1.52%	9	36	2143 1765	1.84%	
1	4	1941	1.67%	9	30 37	2104	1.51%	
2	5	1581	1.36%	10	38	2143	1.81%	
2	6	1769	1.52%	10	39	1561	1.84%	
2	7	1406	1.21%	10	40	1765	1.34%	
2	8	1581	1.36%	10	40 41	1941	1.51%	
3	9	2267	1.95%	11	42	2103	1.67%	
3	10	1743	1.50%	11	43	2103	1.80%	
3	11	1581	1.36%	11	43	2128	1.83%	
3	12	1766	1.52%	11	45	1581	1.80%	
4	14	1852	1.59%	12	46	2104	1.36%	
4	15	1581	1.36%	12	47	2104	1.81% 1.81%	
4	16	1406	1.21%	12	48	1941		
4	17	1561	1.34%	12	49	1744	1.67% 1.50%	
5	18	1852	1.59%	14	50	2142	1.84%	
5	19	1581	1.36%	14	51	1744	1.50%	
5	20	1581	1.36%	14	52	1744	1.50%	
5	21	1852	1.59%	14	53	2104	1.81%	
6	22	2105	1.81%	15	54	2142	1.84%	
6	23	1941	1.67%	15	55	1941	1.67%	
6	24	1941	1.67%	15	56	2104	1.81%	
6	25	1766	1.52%	15	57	1941	1.67%	
7	26	1406	1.21%	16	58	1850	1.59%	
7	27	1765	1.51%	16	59	1850	1.59%	
7	28	1919	1.65%	16	60	2025	1.74%	
7	29	1744	1.50%	16	61	1850	1.59%	
8	30	1581	1.36%	17	62	1561	1.34%	
8	31	1721	1.48%	17	63	1766	1.52%	
8	32	1405	1.21%	17	64	1941	1.67%	
8	33	1581	1.36%	17	65	1766	1.52%	

Document No.: DN2006174693 Lodged By: FROST BROWN TODD Recorded On: 10/31/2006

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Total Fees: 16.80

Transfer Tax: .00

County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: EVEMAY

SF Percentage TOTALS: 116519 100.00%