

**NINTH 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 Ninth 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, (vii) Seventh Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 8145, Page 93, and (viii) Eighth Amendment to Master Deed and Declaration of Condominium Property Regime of Spring Arbor Condominiums, of record in Deed Book 8928, Page 925, 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 Ninth 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 based 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. **Completed Units.** 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 **EXHIBIT A** attached hereto and made a part hereof.

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 10th day of January, 2007, 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 January 10, 2007 by Henry M. Potter as President of Spring Arbor, Inc., a Kentucky corporation, on behalf of the corporation.

M. Linda J. Jensen
NOTARY PUBLIC

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
Timothy W. Martin

Exhibit A
Spring Arbor Garden Homes

Update: 1/10/2007

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

Initial Percentage of				Initial Percentage of			
Building	Unit	Architectural Square Feet	Architectural Square Feet	Building	Unit	Architectural Square Feet	Architectural Square Feet
1	1	1766	1.51%	9	34	1744	1.49%
1	2	1766	1.51%	9	35	2143	1.83%
1	3	1766	1.51%	9	36	1765	1.51%
1	4	1941	1.66%	9	37	2104	1.80%
2	5	1581	1.35%	10	38	2143	1.83%
2	6	1769	1.51%	10	39	1561	1.33%
2	7	1406	1.20%	10	40	1765	1.51%
2	8	1581	1.35%	10	41	1941	1.66%
3	9	2067	1.77%	11	42	2103	1.80%
3	10	1743	1.49%	11	43	2128	1.82%
3	11	2103	1.80%	11	44	2103	1.80%
3	12	1921	1.64%	11	45	1581	1.35%
4	14	1752	1.50%	12	46	2104	1.80%
4	15	1581	1.35%	12	47	2104	1.80%
4	16	1406	1.20%	12	48	1941	1.66%
4	17	1921	1.64%	12	49	1744	1.49%
5	18	1752	1.50%	14	50	2142	1.83%
5	19	1581	1.35%	14	51	1744	1.49%
5	20	1743	1.49%	14	52	1744	1.49%
5	21	1752	1.50%	14	53	2104	1.80%
6	22	2005	1.71%	15	54	2142	1.83%
6	23	1941	1.66%	15	55	1941	1.66%
6	24	2103	1.80%	15	56	2104	1.80%
6	25	1766	1.51%	15	57	1941	1.66%
7	26	1406	1.20%	16	58	1750	1.49%
7	27	1765	1.51%	16	59	1750	1.49%
7	28	1919	1.64%	16	60	1987	1.70%
7	29	1744	1.49%	16	61	1905	1.63%
8	30	1581	1.35%	17	62	1561	1.33%
8	31	1721	1.47%	17	63	1766	1.51%
8	32	1405	1.20%	17	64	1941	1.66%
8	33	1581	1.35%	17	65	1766	1.51%

	SF	Percentage
TOTALS:	117097	100.00%

Document No.: DN2007000897
 Lodged By: JBM PROPERTIES
 Recorded On: 01/18/2007
 Total Fees: 13.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: EVMAY

END OF DOCUMENT
 M:\SPRDSHTS\52\MD Exhibit A\8-3-06.xls