

**NINTH AMENDMENT TO**  
**MASTER DEED FOR BROOKLEY PLACE**

This Ninth Amendment to Master Deed for Brookley Place ("Amendment") is made at the direction of and caused to be recorded by Superior Home Builders, LLC, a Kentucky limited liability company who is now the Declarant by virtue of Deed recorded in Deed Book 9053, Page 578 (hereinafter referred to as the "Declarant"), having an office at 2501 Maple Street, Louisville, KY 40211, as a supplement to the Master Deed for Brookley Place dated December 1, 2003.

**WITNESSETH:**

**WHEREAS,** Declarant has made and declared a Master Deed establishing Brookley Place dated December 1, 2003, which is recorded in Deed Book 8312, Page 1, in the Office of the County Clerk of Jefferson County, Kentucky; as amended by First Amendment to Master Deed for Brookley Place dated December 22, 2003, of record in Deed Book 8326, Page 832, in the Office aforesaid; and as amended by the Second Amendment to Master Deed for Brookley Place dated December 13, 2004, of record in Deed Book 8540, Page 239, in the Office aforesaid; and as amended by the Fourth Amendment to Master Deed for Brookley Place dated June 1, 2005, of record in Deed Book 8632, Page 571, in the Office aforesaid; and as amended by the Fifth Amendment to Master Deed for Brookley Place dated August 16, 2005, of record in Deed Book 8679, Page 229, in the Office aforesaid; and as amended by an Amendment to First Amendment to Master Deed for Brookley Place dated October 7, 2005, of record in Deed Book 8715, Page 324, in the Office aforesaid; and as amended by the Sixth Amendment to Master Deed for Brookley Place dated February 16, 2006, of record in Deed Book 8782, Page 808, in the Office aforesaid; and as amended by the Seventh Amendment to Master Deed for Brookley Place dated July 17, 2006, of record in Deed Book 8869, Page 345, in the Office aforesaid; and as amended by the Eighth Amendment (incorrectly labeled Eighteenth Amendment as corrected in

this Amendment) dated November 28, 2006, of record in Deed Book 8943, Page 787, in the Office aforesaid (the "Master Deed"); and

**WHEREAS**, this Amendment is necessary and desirable to correct the title of the Eighteenth Amendment pursuant to Section Q of the Master Deed;

**WHEREAS**, this Amendment is necessary and desirable to amend Sections F(1), F(2), F(5), F(6), J(1) and G(b) and to add language to F(7), (8), (9), (10) as further described herein pursuant to Section Q of the Master Deed;

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares that the real property ("Property"), more fully described on Exhibit A attached to the Master Deed and made a part hereof, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Master Deed.

1. The title of the Eighteenth Amendment to Master Deed for Brookley Place dated November 28, 2006 and recorded in Deed Book 8943, Page 787 shall be corrected to read Eighth Amendment to Master Deed for Brookley Place.

2. Section F(1) shall be amended to read as follows:

1. The Unit shall be used only for residential purposes, regular traffic of commercial vehicles including trucks and vans is not permitted, as the case may be, and shall be subject to such limitations and conditions as may be contained herein, or in the By-Laws of the Council of Co-Owners, or any Project rules which may be adopted from time to time by the Board of Administration of the Council as to the use and appearance of the Units, the Limited Common Elements and General Common Elements.

3. Section F(2) shall be amended to read as follows:

(2) The Council may fine any Unit Owner up to twenty-five (\$25.00) dollars per day for any breach of provisions in the Master Deed or the By-Laws of the Council of Co-Owners except for breaches that have specific charges set (such as late fees). These fines begin after written notice is received by the Unit Owner by certified mail or the posting of such notice on the unit door or in the common area reasonably close to the unit. A picture of such notice must be made by the Council and retained as proof of the notice. In the event the Council levies any fine under this paragraph, fine shall be immediately due and payable and shall be treated in all respects as assessments (see "Maintenance" Section J).

4. Section F(5) shall be amended to read as follows:

(5) No unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the unit is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), (b) the owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the unit, (c) the owner moved to a nursing home or extended care facility, or (d) the owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of b, c or d above, a unit may be leased or rented for a total period of time not to exceed one year and must comply with all reasonable rules of Board and to the following restrictions:

i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and

ii. Any such lease or rental agreement shall be subject to the Master Deed and By-Laws ("the restrictions").

5. Section F(6) shall be amended to read as follows:

Every unit must have window treatments in any window visible from the driveways of the Regime, which window treatments may only be drapes, blinds or curtains, (not any other linens) and which shall either be white or off white or be lined in a white or off-white color, so that only white or off-white surfaces are visible from the exterior of the unit unless approved in writing by the Board or its designated agent. The window treatments must not be in disrepair, torn or show broken slats in the blinds. Blinds must completely fill each window and not be pulled up unless other window treatments fill the window.

6. Section F(7) shall be added to the Master Deed to read as follows:

No Unit Owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his unit or the Regime nor alter or remove any furniture, furnishings or equipment of the Common Elements. No Unit Owner shall litter on the Common Elements, including, but not limited to, the disposal of cigarette butts or other tobacco product waste,

garbage of any type, equipment, toys, etc.

7. Section F(8) shall be added to the Master Deed to read as follows:

No Unit Owner or occupant shall park their car or truck in any common area for over 48 hours in one month. Common area parking is reserved for guests of the Unit owners only.

8. Section F(9) shall be added to the Master Deed to read as follows:

There shall be no changes, alteration or additions to the building made on the outside of any Owner's Unit (as those unit boundaries are shown on the plans for the Regime) and no portion of the Common Elements shall be altered or removed without the Boards prior written consent. In order to obtain such written approval, the Unit Owner shall submit to the Board plans for the alteration and samples of any building materials proposed (i.e., fencing, siding, photos of proposed windows, if any, etc.). The Board shall approve or deny such proposed alteration within thirty (30) days of receipt of the plans and materials.

9. Section F(10) shall be added to the Master Deed to read as follows:

Parking areas within the Regime shall only be used for the parking of licensed, operating vehicles. No maintenance, except such that is required on an emergency basis to repair a non-operating vehicle, shall be performed in any of the Common Elements.

10. The second literary paragraph of Section G shall be amended to read as follows:

The above paragraph notwithstanding, the administration of the Project, including the adoption and amendment of By-laws, the amendment of this Master Deed, adoption of Project rules, assessment of Common Expenses, and all other matters relating to the governing of the Project, shall be vested in the Developer until the earlier of the following: (a) 60 days after all Units have been sold or (b) until fifteen (15) years after the date of this Master Deed or (c) until the Developer within its sole discretion elects to surrender this power to the Unit Owners. Until that time, the Developer shall constitute the Council of Co-Owners and the Board of Administration, and shall possess the irrevocable proxy of the Unit owners (which proxy each Unit owner give the Developer upon acceptance of a Deed to a Unit), all Unit owners agreeing to such administration by the Developer in accepting unit conveyances.

11. Section J(1) shall be amended to read as follows:

(1.) Developer, prior to relinquishment of its administration, and thereafter the Board of Administration shall levy and collect appropriate special assessments and monthly maintenance fees for the operation of the Condominium Project in accordance with KRS 381.870 for which a lien is created on each Unit pursuant to KRS 381.883 and Section M of this Master Deed. The assessment is delinquent if not received on or before the fifth day of the month that it is due. The power is hereby further granted such levying authority to impose monthly late charges of Twenty-Five (\$25.00) dollars per month against any Unit which is more than ten (10) days delinquent in the payment of any monthly maintenance charges plus interest thereon at a

rate of one and one-half percent (1 1/2%) per month until paid. Payment shall be first applied to interest and late fees and then to monthly maintenance charges, with the oldest monthly maintenance charge paid first (for example, a unit owner that owes \$100 for month 1, month 2 and month 3 and pays \$300 beyond the 10<sup>th</sup> of month 3 would have his payment credited first to pay \$75 late fees, then to interest, then to month 1, then to month 2, with any remainder to month 3). In addition, the Board may, from time to time, post in a conspicuous place upon the Common Elements the names of such delinquent Unit Owners and delinquent amounts.

12. Section J(5) shall be added to the Master Deed to read as follows:

Every Unit Owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorney's fees and testing fees (including any and all forensic testing required to determine the party at fault) incurred by or on behalf of the Council in collecting any delinquent assessments against such unit, foreclosing its lien therefor or enforcing any provisions of the Master Deed, these By-laws and Project Rules against such owner or any occupant of such unit.

IN WITNESS WHEREOF, the Declarant has caused this Ninth Amendment to the Master Deed for Brookley Place to be executed on this 10 day of October, 2008.

**SUPERIOR HOME BUILDERS, LLC**  
A Kentucky limited liability company

Michael W. Hinson

Signature

Printed Name: MICHAEL W. HINSON

Title: President

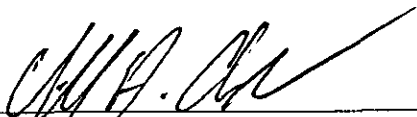
COMMONWEALTH OF KENTUCKY )  
 )SS  
, COUNTY OF JEFFERSON )

The foregoing document was subscribed, sworn to and acknowledged before me on October 10, 2008, by Michael W. Hinson, as ~~Member~~<sup>PRESIDENT</sup> of Superior Home Builders, LLC, a Kentucky limited liability company, and on behalf of said entity.

My Commission Expires: Oct 22, 2008

Ansa Mullins (Curley)  
Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:



**BARDENWERPER, TALBOTT & ROBERTS, PLLC**  
8311 Shelbyville Road  
Louisville, Kentucky 40222  
(502) 426-6688

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Recorded On: 10/13/2008 02:56:29  
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County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: EVENAY