

FOURTH AMENDMENT TO DECLARATION OF MASTER DEED
(PHASE 5)

FOR

THE SUMMIT AT POLO FIELDS CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

A. That Hills Communities, Inc., an Ohio corporation, is the Declarant in the Declaration of Master Deed for The Summit at Polo Fields Condominium (Phase 1), recorded in Deed Book 7839, Page 284 of the Jefferson County, Kentucky Clerk records, as amended by the First Amendment to Declaration of Master Deed for The Summit at Polo Fields Condominium (Phase 2) recorded in Deed Book 7873, Page 963 of the Jefferson County, Kentucky Clerk records, as amended by the Second Amendment to Declaration of Master Deed for The Summit at Polo Fields Condominium (Phase 3) recorded in Deed Book 7978, Page 934 of the Jefferson County, Kentucky Clerk records and as amended by the Third Amendment to Declaration of Master Deed for The Summit at Polo Fields Condominium (Phase 4) recorded at Deed Book 8025, Page 277 of the Jefferson County, Kentucky Clerk records (collectively, the "Declaration"), the Floor Plans for which are recorded in A.O.B. Book 86, Pages 28-30 (Phase 1), in A.O.B. Book 87, Pages 30-32 (Phase 2), in A.O.B. Book 91, Pages 1-5 (Phase 3) and in A.O.B. Book 91, Pages 20-21 (Phase 4), of the Jefferson County, Kentucky Clerk records (collectively, the "Drawings"); and

B. That Declarant, in Article 2 of the Declaration, has reserved the right to amend the Declaration and the Drawings attached as Exhibits D-1 through D-13 and all other exhibits attached thereto and made a part thereof in all ways necessary to submit additional property pursuant to the provisions of KRS 381.805 to 381.910; and

C. That Declarant desires to submit all the property presently described as Parcel 5 in Exhibit B to the Declaration into a new tract which will be known as "Phase 5"; and

D. That Declarant desires to submit Phase 5 described in Exhibit A attached hereto and made a part hereof, together with all improvements constructed thereon, to the provisions of the Declaration and of KRS 381.805 to 381.910, and to make Phase 5, together with all improvements constructed thereon, a part of the Condominium Property.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All terms used in this Amendment which are defined in the Declaration shall have the same meanings as given to them in the Declaration, except as otherwise hereinafter stated.

2. Declarant owns the property described in Exhibit A hereto, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated

- 2 -

thereon, and all easements, rights and appurtenances belonging or pertaining thereto, and together with all articles of personal property located thereon. This property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon with all easements, rights and appurtenances belonging thereto and with all articles of personal property located thereon, is hereby submitted to the provisions of KRS 381.805 to 381.910 and to the provisions of the Declaration as amended hereby, and is included in and made part of the Condominium Property, subject to the easements described in Exhibit D-14 attached hereto and made a part hereof, and all other easements, restrictions, covenants and conditions of record.

3. Declarant further hereby amends the Declaration by deleting the third sentence of Section 2.1 thereof and by inserting in place thereof the following:

"The Condominium Property consists of thirty-eight (38) Condominium Units in ten (10) separate buildings."

4. Declarant further hereby amends the Declaration by adding thereto the floor plans attached hereto and marked as Exhibits D-14 through D-15 to show the location, together with the particulars of the buildings situated on Phase 5 as described on the Site Plan; the layout, location, unit numbers and dimensions of the Units; and the Common Areas and Limited Common Areas located on Phase 5. These floor plans were prepared by and bear the certified statement of Steven L. Burch, P.S., registered land surveyor and David J. Sedler, P.E., registered engineer, as required by Section 381.835(5) of the Kentucky Revised Statute.

5. Declarant further hereby amends the Declaration by adding to the legal description captioned "Exhibit A, Parcel 1" attached to the Declaration, the legal description of Phase 5 described in Exhibit A attached hereto. Phase 5 shall be deemed and shall be a part of "Parcel 1" of the Condominium Property as such phrase is used in the Declaration.

6. Declarant further hereby amends the Declaration by deleting all references to Exhibit B and all references to the Additional Property.

7. Declarant further hereby amends the Declaration by deleting therefrom Exhibit C attached to the Declaration and substituting in its place a new Exhibit C which is attached hereto.

8. All provisions of the Declaration and of all exhibits thereto not affected by the foregoing Amendment shall remain in full force and effect.

9. All provisions of the Declaration and of all exhibits thereto not affected by the foregoing Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Hills Communities, Inc., an Ohio corporation, by its duly authorized officer has consented to all of the foregoing and have caused this instrument to be executed this 17 day of January, 2003.

HILLS COMMUNITIES, INC.,
an Ohio corporation

By: *Ian Guttman*
Name: Ian Guttman
Title: Vice President

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17 day of January, 2003 by Ian Guttman, as Vice President of HILLS COMMUNITIES, INC., an Ohio corporation, on behalf of the corporation.

Wendy S. Bassman
Notary Public

This Instrument Prepared By:

Joseph L. Trauth, Jr. / Jody T. Klekamp
Joseph L. Trauth, Jr., Esq./ Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400



WENDY S. BASSMAN
Notary Public - State of Ohio
My Commission Expires
June 19, 2005



SABAK, WILSON & LINGO, INC.

ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS

315 WEST MARKET STREET • LOUISVILLE, KENTUCKY 40202
PHONE: 502-584-6271 • FAX 502-584-6292

LEGAL DESCRIPTION

Phase 5

The Summit at Polo Fields

November 22, 2002

Job No: 2249-AOP

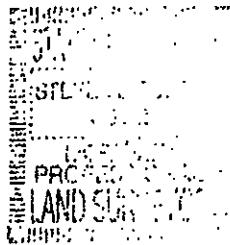
A certain tract of land in the community of Louisville, Jefferson County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to here as a "pin and cap" is set 5/8" diameter rebar, eighteen (18") in length, with a yellow plastic cap stamped "S.L. Burch, L.S. 3022". All bearings stated herein are in reference to The Polo Fields, Section 3 as recorded in Plat Book 41, Page 45 in the office of the County Court Clerk of Jefferson County, Kentucky and described herein.

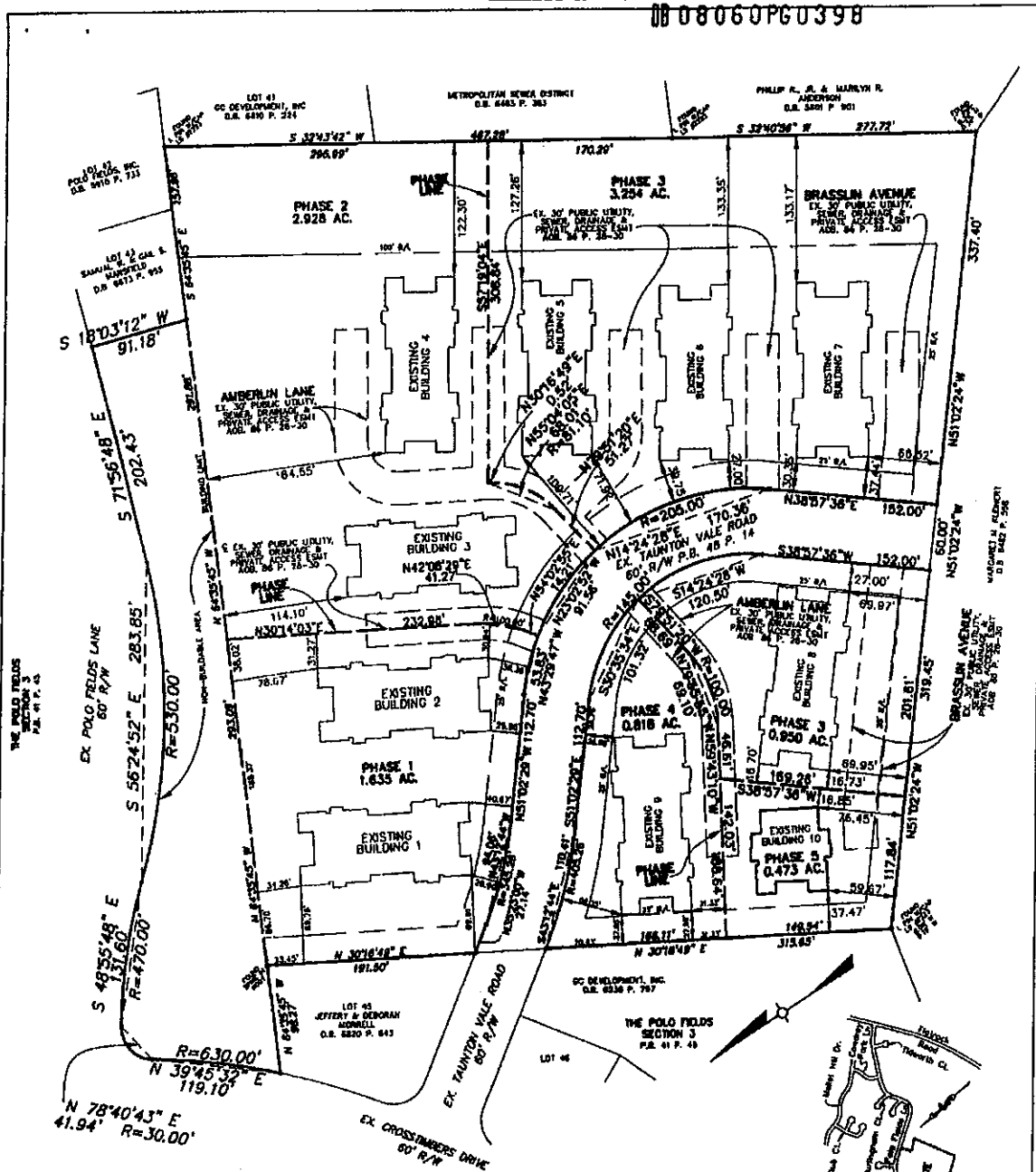
Beginning at a point in the northeast corner of a tract conveyed to Margaret M. Kleinert as recorded in Deed Book 6482, Page 558 in the aforementioned clerk's office; thence leaving the northeast corner of Kleinert and along the east line of a tract conveyed to GC Development, Inc. as recorded in Deed Book 6238, Page 797 North 30°16'49" East, 149.54 feet to a point thence South 59°43'10" East, 142.03 feet to a point; thence South 38°57'36" West, 169.26 feet to a point in the north line of Kleinert aforementioned; thence with the north line of Kleinert North 51°02'24" West, 117.84 feet to the point of beginning containing 0.473 acres and being part of the property conveyed to Hills Communities, Inc. by deed dated December 4, 2000, which is of record in Deed Book 7554, Page 714 in the office of the County Court Clerk of Jefferson County, Kentucky.

Steven L. Burch
Licensed Professional Land Surveyor 3022

Sabak, Wilson & Lingo, Inc.
315 West Market Street
Louisville, Kentucky 40202



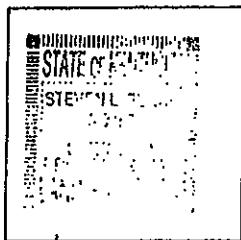
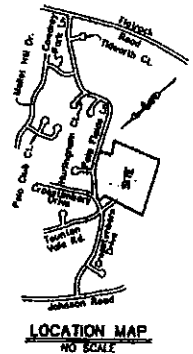
008060PG0398



--- PHASE LINE
 NOT A PROPERTY LINE

○ REBAR SET WITH
 PLASTIC CAP STAMPED
 SL BURCH LS 3022
 UNLESS OTHERWISE NOTED

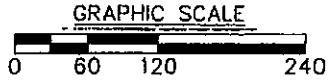
NOTES:
 1. THIS EXHIBIT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 2. BEARING DATUM FOR THIS EXHIBIT WAS BASED ON THE RECORD PLAT FOR THE POLO FIELDS, SECTION 3 AS RECORDED BY P.B. 41, P. 45.
 3. THIS SURVEY IS A CLASS "A" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.



LAND SURVEYOR'S CERTIFICATE

I hereby certify that the survey for this plat was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.

Steven L. Burch 11/22/02
 Land Surveyor License No. 3022 Date



PHASE 5 EXHIBIT

OWNER: HILLS COMMUNITIES, INC.
 4901 HUNT ROAD, SUITE 300
 CINCINNATI, OHIO 45242
 TAX BLOCK 25, TAX LOT 275
 DEED BOOK 7554, PAGE 714

LOCATION: Taunton Vale Road
 Jefferson County, Kentucky
 DATE: 11-22-02 SCALE: 1"=120'
 JOB NO.: 2249-MP

SABAK, WILSON & LINGO INC.
 Engineers, Landscape Architects & Planners
 315 West Market Street
 Louisville, Kentucky 40202

EXHIBIT C

Unit No.	Unit Type	Level	Location	Area	% of Capacity
16605	Windsor	First	Back Right	1850	2.792%
16607	Sussex	First	Back Left	1625	2.453%
16609	Sussex	First	Front Left	1625	2.453%
16611	Windsor	First	Front Right	1850	2.792%
16613	Windsor	First	Back Right	1850	2.792%
16615	Sussex	First	Back Left	1625	2.453%
16617	Sussex	First	Front Left	1625	2.453%
16619	Windsor	First	Front Right	1850	2.792%
16621	Windsor	First	Back Right	1850	2.792%
16623	Sussex	First	Back Left	1625	2.453%
1414	Sussex	First	Front Left	1625	2.453%
1416	Windsor	First	Front Right	1850	2.792%
1413	Windsor	First	Front Right	1850	2.792%
1415	Sussex	First	Front Left	1625	2.453%
1417	Sussex	First	Back Left	1625	2.453%
1419	Windsor	First	Back Right	1850	2.792%
1405	Windsor	First	Front Right	1850	2.792%
1407	Sussex	First	Front Left	1625	2.453%
1409	Sussex	First	Back Left	1625	2.453%
1411	Windsor	First	Back Right	1850	2.792%
1401	Sussex	First	Back Left	1625	2.453%
1403	Windsor	First	Back Right	1850	2.792%
16701	Sussex	First	Front Left	1625	2.453%
16703	Windsor	First	Front Right	1850	2.792%
1400	Sussex	First	Front Left	1625	2.453%
1402	Windsor	First	Front Right	1850	2.792%
16705	Windsor	First	Back Right	1850	2.792%

Unit No.	Unit Type	Floor	Location	Area	Percentage
16707	Sussex	First	Back Left	1625	2.453%
1302	Windsor	First	Front Right	1850	2.792%
1303	Windsor	First	Back Right	1850	2.792%
1304	Sussex	First	Front Left	1625	2.453%
1305	Sussex	First	Back Left	1625	2.453%
1300	Windsor	First	Front Right	1850	2.792%
1302	Sussex	First	Front Left	1625	2.453%
16606	Windsor	First	Back Right	1850	2.794%
16608	Sussex	First	Back Left	1625	2.453%
1300	Windsor	First	Front	1850	2.794%
1301	Windsor	First	Back	1850	2.794%
TOTAL:				66250	100.00%

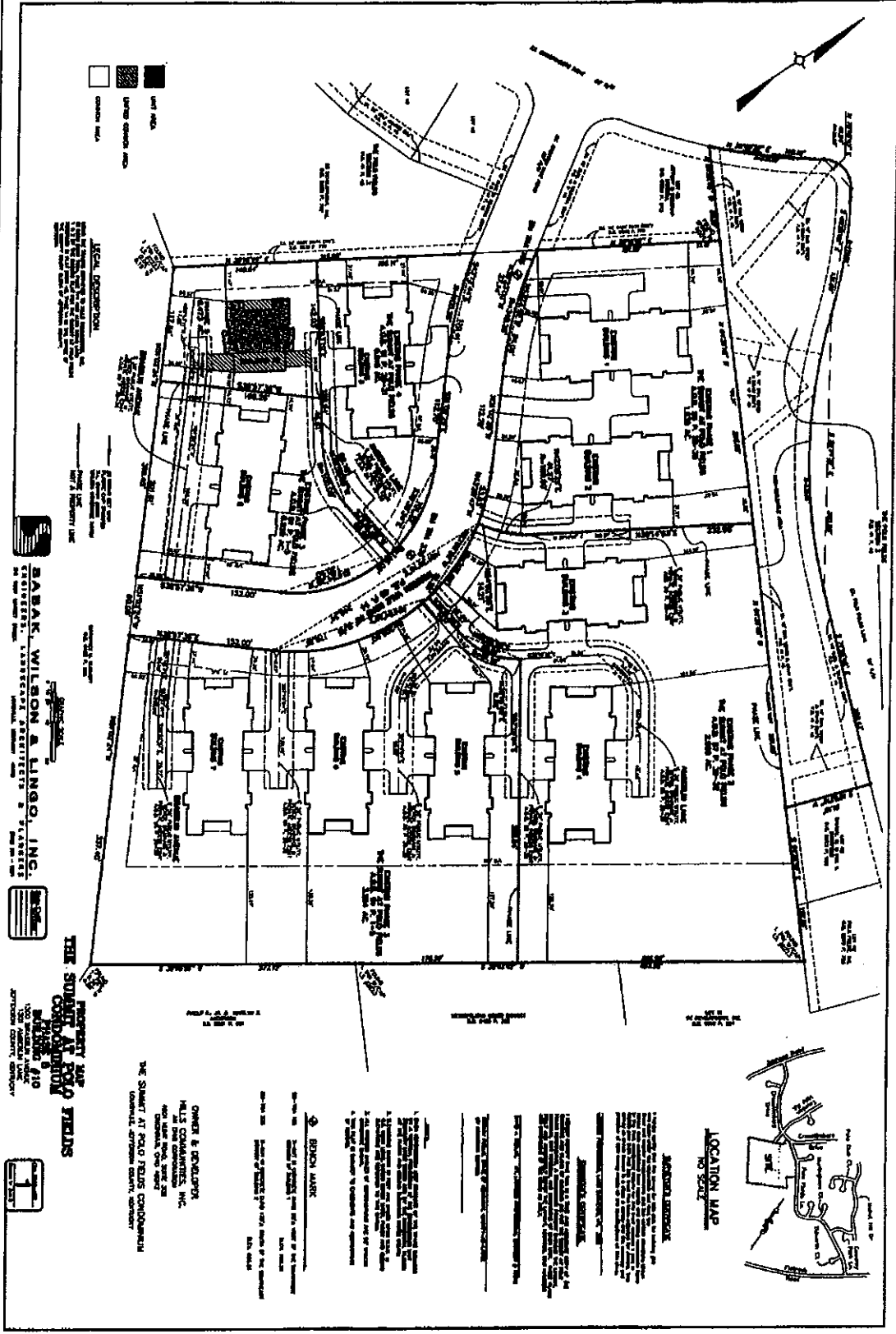
*The Proposed Floor Area of a Unit is measured from the interior surface of the walls of the Unit and the interior surface of the ceiling and floor of the Unit.

**As additional Units are added to the Condominium, the various Unit's percentage of interest in Common Areas above will decrease accordingly.

DB 08060PG0401

EXHIBIT D

[DRAWINGS]



CONSENT AND SUBORDINATION OF MORTGAGEE

Hills Financial Group, A Limited Partnership, an Ohio limited partnership and the holder of a mortgage deed to the premises recorded in the Official Records of Jefferson County, Kentucky at Mortgage Book 5708, Page 577 hereby consents to the execution and delivery of the foregoing Fourth Amendment to Declaration of Master Deed, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Jefferson County, Kentucky, and further subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, Hills Financial Group, A Limited Partnership, by its authorized partner, has caused the execution of this Consent this 17 day of January, 2003.

HILLS FINANCIAL GROUP, A LIMITED PARTNERSHIP, an Ohio limited partnership

By: Hills Developers, Inc.,
an Ohio corporation, General Partner

By: *Ian Guttman*
Name: Ian Guttman
Title: Vice President

STATE OF OHIO)
: SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17 day of January, 2003, by Ian Guttman, as Vice President of Hills Developers, Inc., an Ohio corporation, as General Partner of Hills Financial Group, A Limited Partnership, an Ohio limited partnership, on behalf of the corporation and partnership.

Wendy S. Bassman
Notary Public

1058130.1

CONDOMINIUM
OR
APT. OWNERSHIP
BOOK 93 PAGE 25-26
FILE NO. 1580



WENDY S. BASSMAN
Notary Public - State of Ohio
My Commission Expires
June 19, 2005

Document No.: ME003023077
Singed By: HEYBURN & JONES
Recorded On: 01/31/2003 02:52:22
Total Fees: 30.00
Transfer Tax: .00
County Clerks: Bobbie Holsclaw-JEFF CO KY
Deputy Clerks: EVERAY

END OF DOCUMENT

08 08-730 PG 0618

**SIXTH AMENDMENT
TO
DECLARATION OF MASTER DEED
FOR
THE SUMMIT AT POLO FIELDS CONDOMINIUM**

THIS SIXTH AMENDMENT TO DECLARATION OF MASTER DEED (this "Amendment") is made as of the 2 day of November, 2005 by HILLS COMMUNITIES, INC., an Ohio corporation ("Declarant").

1. RECITALS

1.1 Declarant recorded the Declaration of Master Deed (the "Original Declaration") for The Summit at Polo Fields Condominium (the "Condominium") in Deed Book 7839, Page 284 of the Jefferson County, Kentucky Clerk's records. The Floor Plans for Phase 1 of the Condominium were recorded at A.O.B. Book 86, Pages 28 through 30 of the Jefferson County, Kentucky Clerk's records.

1.2 Declarant has recorded the amendments to the Original Declaration listed below, together with the additional Floor Plans listed below, in the Jefferson County, Kentucky Clerk's records. The Original Declaration, together with the following amendments, are hereafter sometimes referred to as the "Declaration."

<u>Phase</u>	<u>Amendment</u>	<u>Recording Information</u>	<u>Additional Floor Plans</u>
2	First Amendment	Deed Book 7873, Page 963	A.O.B. Book 87, Pages 30-32
3	Second Amendment	Deed Book 7978, Page 934	A.O.B. Book 91, Pages 1-5
4	Third Amendment	Deed Book 8025, Page 277	A.O.B. Book 91, Pages 20-21
5	Fourth Amendment	Deed Book 8060, Page 394	A.O.B. Book 93, Pages 25-26
--	Fifth Amendment	Deed Book 8656, Page 909	--

1.3 In Section 2.5 of the Original Declaration, Declarant reserved the right to add certain real property to the Condominium, as described in Exhibit B to the Original Declaration.

1.4 Although Declarant has no further plans to add more Units to the Condominium and the Fifth Amendment to the Original Declaration so states, the real property described on attached Exhibit A, which was part of the real property described in Exhibit B to the Original Declaration, inadvertently was never added to the Condominium.

08730PG0520



SABAK, WILSON & LINGO, INC.
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS
315 WEST MARKET STREET • LOUISVILLE, KENTUCKY 40202
PHONE 502.254.4371 FAX 502.254.4371

LEGAL DESCRIPTION
ADDITION PROPERTY
The Summit at Polo Fields

May 1, 2002

Job No 2249-AOP

A certain tract of land in the community of Louisville, Jefferson County, Kentucky, more particularly described as follows

Unless otherwise stated, any monument referred to here as a "pin and cap" is set 5/8" diameter rebar, eighteen (18") in length, with a yellow plastic cap stamped "S.L. Burch, L.S. 3022" All bearings stated herein are in reference to the Polo Fields, Section 3 as recorded in Plat Book 41, Page 45 in the office of the County Court Clerk of Jefferson County, Kentucky and described herein

Being Lot 44 as recorded on the Plat for The Polo Fields, Section 3, Plat Book 41, page 45 in the Office of the Clerk of Jefferson County, Kentucky and being more particularly described as follows

Beginning at a point in the southeast right-of-way line of Crosswaters Drive and the northern most corner of Lot 45, Polo Fields, Section 3, as recorded in Plat Book 41, Page 45, in the aforesaid Clerk's office, thence along said right-of-way line following a curve to the left having a radius of 630.00 feet and a chord of North 39°45'32" East, 119.10 feet, thence following a curve to the right having a radius of 30.00 feet and a chord of North 78°40'43" East, 41.94 feet, thence with the south right-of-way line of Polo Fields Lane following a curve to the right having a radius of 470.00 feet and a chord of South 48°55'48" East, 131.60 feet, thence following a curve to the left having a radius of 530.00 feet and a chord of South 56°24'52" East, 283.85 feet, thence South 71°56'48" East, 202.43 feet, thence South 18°03'12" West, 91.18 feet, thence North 64°35'45" West, 683.24 feet to the point of beginning, containing 1.336 acres and being a part of the property conveyed to Hills Communities, Inc., by deed dated December 4, 2000, which is of record in Deed Book 7554, Page 714 in the office of the County Court Clerk of Jefferson County, Kentucky



Steven L. Burch

Steven L. Burch
Licensed Professional Land Surveyor 3022
Sabak, Wilson & Lingo, Inc
315 West Market Street
Louisville, Kentucky 40202

Document No.: DN2005190616
Lodged By: FROST BROWN TODD
Recorded On: 11/18/2005 09:59:42
Total Fees: 12.00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: TERHIG

PATRICK E. DOMINIK, Landscape Architect • JOHN D. WILSON, Civil-Military Engineer
DAVID J. SEDLAR, Civil Engineer • DENNIS L. KRASZ, Land Surveyor

END OF DOCUMENT

0808781PG0071

**SEVENTH AMENDMENT TO MASTER DEED
FOR THE SUMMIT AT POLO FIELDS**

This Amendment to the Master Deed for The Summit at Polo Fields Condominium as amended from time to time, (collectively the "Master Deed"), is made and entered into by the Summit at Polo Fields Council of Co-Owners, Inc. (the "Council") this 27th day of January, 2006.

WITNESSETH:

WHEREAS, The Summit at Polo Fields is a condominium regime organized and existing under the laws of the state of Kentucky and that certain Master Deed dated March 11, 2002, and recorded in Deed Book 7839, Page 284 in the office of the County Clerk of Jefferson County, Kentucky, and as amended from time to time, said amendments being recorded in the office aforesaid;
and,

WHEREAS, this amendment being adopted by the Council pursuant to the terms and conditions of the Master Deed, there having been at least sixty-seven(67%) percent of the total number of votes held by the Members of the Council cast in favor of this amendment at a duly called meeting of the Members of the Council.

NOW, THEREFORE, the Master Deed is amended as follows:

Article 5, Section 5.3, Paragraph (h) is hereby amended by adding the following new paragraph:

- (h) A special assessment, due immediately, arises at closing against a Unit upon transfer of record of the Unit from seller to buyer (payable by buyer). The special assessment shall be in the amount of the sum of one (1) month of the full regular assessment. It shall be collected at the closing and paid to the Council for use by the Council for the Reserve Fund. This special assessment is in addition to the regular assessment. Additionally, at the closing, each purchaser of a Unit is required to pay a prorata share of the regular assessment due in the month of closing.

All other existing sections, including but not limited to section 5.3, paragraphs, terms, provisions, and conditions of the Master Deed and any amendments and exhibits thereto remain unchanged and are restated as if set out fully herein.

08 08781PG0073

The Summit at Polo Fields Council of Co-Owners, Inc.

By Laurel Hatfield
It's Secretary

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Laurel Hatfield as
Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., this 27 day of
January, 2006.

My commission expires 6-3-2006

Linda R. Hamilton
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

SUMMIT AT POLO FIELDS
COUNCIL OF CO-OWNERS, INC.

BY: Laurel Hatfield
It's Secretary

Laurel Hatfield
1401 Amberlin Lane
Louisville, KY 40245
(502) 253-5586

Document No.: DN2006023404
Lodged By: hatfield
Recorded On: 02/14/2006 08:35:01
Total Fees: 12.00
Transfer Tax: .00
County Clerk: BOBBIE HDLSCLAW-JEFF CO KY
Deputy Clerk: AMASHD

END OF DOCUMENT

008730PG0619

1.5 This Amendment is being recorded to add the real property described on attached Exhibit A to the Condominium as part of the Common Elements of the Condominium.

2. DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Declaration.

3. AMENDMENT

The real property described on attached Exhibit A is hereby added to the Condominium as Common Elements. As indicated on the drawings attached to the Original Declaration and the various Amendments thereto, this real property is non-buildable.

4. RATIFICATION

Except as set forth herein, no changes or revisions are effected in the Declaration. The Declaration as amended herein is hereby reaffirmed by the incorporation by reference of each and every page thereof and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed by a duly authorized officer as of the date first above written.

HILLS COMMUNITIES, INC.

By: [Signature]
Ian Guttman, Vice President

STATE OF OHIO, COUNTY OF HAMILTON) ss:

The foregoing instrument was acknowledged before me this 2 day of November, 2005 by Ian Guttman, the Vice President of HILLS COMMUNITIES, INC., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public Nov. 24, 2008
My Commission Expires: 07/19/2010

This instrument prepared by:

[Signature]
Sandra L. Nunn, Esq.
FROST BROWN TODD LLC
201 East Fifth Street, Suite 2200
Cincinnati, OH 45202



STEFANI M. FERNBACH
Notary Public, State of Ohio
My Commission Expires Nov. 24, 2008

0808781PG0071

**SEVENTH AMENDMENT TO MASTER DEED
FOR THE SUMMIT AT POLO FIELDS**

This Amendment to the Master Deed for The Summit at Polo Fields Condominium as amended from time to time, (collectively the "Master Deed"), is made and entered into by the Summit at Polo Fields Council of Co-Owners, Inc. (the "Council") this 27th day of January, 2006.

WITNESSETH:

WHEREAS, The Summit at Polo Fields is a condominium regime organized and existing under the laws of the state of Kentucky and that certain Master Deed dated March 11, 2002, and recorded in Deed Book 7839, Page 284 in the office of the County Clerk of Jefferson County, Kentucky, and as amended from time to time, said amendments being recorded in the office aforesaid;
and,

WHEREAS, this amendment being adopted by the Council pursuant to the terms and conditions of the Master Deed, there having been at least sixty-seven(67%) percent of the total number of votes held by the Members of the Council cast in favor of this amendment at a duly called meeting of the Members of the Council.

NOW, THEREFORE, the Master Deed is amended as follows:

Article 5, Section 5.3, Paragraph (h) is hereby amended by adding the following new paragraph:

- (h) A special assessment, due immediately, arises at closing against a Unit upon transfer of record of the Unit from seller to buyer (payable by buyer). The special assessment shall be in the amount of the sum of one (1) month of the full regular assessment. It shall be collected at the closing and paid to the Council for use by the Council for the Reserve Fund. This special assessment is in addition to the regular assessment. Additionally, at the closing, each purchaser of a Unit is required to pay a prorata share of the regular assessment due in the month of closing.

All other existing sections, including but not limited to section 5.3, paragraphs, terms, provisions, and conditions of the Master Deed and any amendments and exhibits thereto remain unchanged and are restated as if set out fully herein.

DB 08781 PG0072

IN TESTIMONY WHEREOF, the President of the Council states that this Amendment was adopted in conformity with the requirements of the Master Deed and By-laws, as amended, of the Summit at Polo Fields Council of Co-Owners, Inc.

Summit at Polo Fields Council of Co-Owners, Inc.

By Joseph L. George
It's President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Acknowledged before me by Joseph L. George as President of the Summit at Polo Fields Council of Co-Owners, Inc., a non-profit, non-stock Kentucky corporation, on behalf of the corporation, this 27 day of January, 2006.

My Commission expires: 6-3-2006

Rinda L. Hamilton
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

SECRETARY'S STATEMENT

The undersigned, being duly elected Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., hereby acknowledges the following:

1. This amendment was proposed at a duly called meeting of the Council, held on December 15th, 2005, and there were fifteen votes in approval at that meeting. Voting was extended until January 31, 2006, and on or before January 15, 2006 five additional votes were procured. The amendment was then adopted by a duly called meeting of the Board of directors on January 15, 2006.
2. The percentage of the total number of votes held by members cast in favor of the amendment was 78.9%.
3. A true and accurate copy of the Amendment is attached to this statement by setting it out fully hereinabove.

0808781PG0073

The Summit at Polo Fields Council of Co-Owners, Inc.

By Laurel Hatfield
It's Secretary

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Laurel Hatfield as
Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., this 27 day of
January, 2006.

My commission expires 6-3-2006

Linda R. Hamilton
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

SUMMIT AT POLO FIELDS
COUNCIL OF CO-OWNERS, INC.

BY: Laurel Hatfield
It's Secretary

Laurel Hatfield
1401 Amberlin Lane
Louisville, KY 40245
(502) 253-5586

Document No.: DN2006023404
Lodged By: hatfield
Recorded On: 02/14/2006 08:35:01
Total Fees: 12.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: AMASHO

END OF DOCUMENT

**EIGHTH AMENDMENT TO MASTER DEED
FOR THE SUMMIT AT POLO FIELDS**

This Amendment to the Master Deed for The Summit at Polo Fields Condominium as amended from time to time, (collectively the "Master Deed"), is made and entered into by the Summit at Polo Fields Council of Co-Owners, Inc. (the "Council") this 18 day of JANUARY, 2008

WITNESSETH:

WHEREAS, The Summit at Polo Fields is a condominium regime organized and existing under the laws of the state of Kentucky and that certain Master Deed dated February 22, 2002, and recorded in Deed Book 7839, Page 284 in the office of the County Clerk of Jefferson County, Kentucky, and as amended from time to time, said amendments being recorded in the office aforesaid;
and,

WHEREAS, this amendment being adopted by the Council pursuant to the terms and conditions of the Master Deed, there having been at least sixty-seven(67%) percent of the total number of votes held by the Members of the Council cast in favor of this amendment at a duly called meeting of the Members of the Council.

NOW, THEREFORE, the Master Deed is amended as follows:

Article 11, Section 11.11 is hereby amended by deleting the entire Section and inserting the following new Section:

Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Condominium Property. A Unit is permitted to place and maintain a "For Sale by Owner" sign as follows:

Design of Sign: The sign cannot be larger than 30x36 inches, proportionate as to width and height. It cannot be semi-permanently installed on the property, i.e., with solid metal or wooden posts of a nature and material that requires digging of a "post" hole(s). It must be easily removed without leaving a hole or other damaged area in the lawn or yard.

Removal and Care: Signs must be removed when lawn care professionals need to mow or when snow and ice equipment is operating in the area. They may

remove them for the home owner without giving notice to the owner. A "For Sale by Owner" sign must not be left unattended for longer than six months at a time. If a longer time is needed, a request to the board must be submitted. It cannot be a "permanent" sign on the property. The sign shall be maintained in a neat and professional appearance at all times while posted. The Board shall have the right to immediately remove and dispose of those items in violation of this Declaration.

Placement of Sign: The sign cannot be placed on Common areas located at end of street or beside the patio. This can be confusing to the public as to which Unit is being marketed. The sign shall be placed in the front yard area only. There is to be only one sign per home on the market.

Open House Signs: It is allowable to post small directional signs pointing out the directions to your home on the day before and the day of the Open House only. These must be removed when the Open House is concluded for that day.

All other existing Sections, including but not limited to the terms, provisions, and conditions of the Master Deed and any amendments and exhibits thereto remain unchanged and are restated as if set out fully herein.

IN TESTIMONY WHEREOF, the President if the Council states that this Amendment was adopted in conformity with the requirements of the Master Deed and By-laws, as amended, of the Summit at Polo Fields Council of Co-Owners, Inc.

Summit at Polo Fields Council of Co-Owners, Inc.

By Michael Malloy
Its President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Michael Malloy as President of the Summit at Polo Fields Council of Co-Owners, Inc., a non-profit, non-stock Kentucky corporation, on behalf of the corporation, this 18th day of Jan, 2008

My Commission expires: July 17, 2010

Lanell Kay Hartfield
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

SECRETARY'S STATEMENT

The undersigned, being duly elected Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., hereby acknowledges the following:

- 1. This amendment was proposed at a duly called meeting of the Council, held on December 3rd, 2007, and there were 27 votes in approval at that meeting.
- 2. The percentage of the total number of votes held by members cast in favor of the amendment was 77 %.
- 3. A true and accurate copy of the Amendment is attached to this statement by setting it out fully herein above.

The Summit at Polo Fields Council of Co-Owners, Inc.

By Barbara Bunce
Its Secretary

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Barbara Bunce as
Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., this 18th day of
January, 2008

My commission expires July 17, 2010

Samuel King Hatfield
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

SUMMIT AT POLO FIELDS
COUNCIL OF CO-OWNERS, INC.
BY Barbara Bunce
Its Secretary

Document No.: DN2008010402
Lodged By: JBM PROPERTIES INC
Recorded On: 01/24/2008 08:04:12
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: AMASHO

Barbara Bunce
1400 Brasslin Avenue
Louisville, KY 40245

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CND

**EIGHTH AMENDMENT TO MASTER DEED
FOR THE SUMMIT AT POLO FIELDS**

This Amendment to the Master Deed for The Summit at Polo Fields Condominium as amended from time to time, (collectively the "Master Deed"), is made and entered into by the Summit at Polo Fields Council of Co-Owners, Inc. (the "Council") this 18 day of JANUARY, 2008

WITNESSETH:

WHEREAS, The Summit at Polo Fields is a condominium regime organized and existing under the laws of the state of Kentucky and that certain Master Deed dated February 22, 2002, and recorded in Deed Book 7839, Page 284 in the office of the County Clerk of Jefferson County, Kentucky, and as amended from time to time, said amendments being recorded in the office aforesaid;
and,

WHEREAS, this amendment being adopted by the Council pursuant to the terms and conditions of the Master Deed, there having been at least sixty-seven(67%) percent of the total number of votes held by the Members of the Council cast in favor of this amendment at a duly called meeting of the Members of the Council.

NOW, THEREFORE, the Master Deed is amended as follows:

Article 11, Section 11.11 is hereby amended by deleting the entire Section and inserting the following new Section:

Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Condominium Property. A Unit is permitted to place and maintain a "For Sale by Owner" sign as follows:

Design of Sign: The sign cannot be larger than 30x36 inches, proportionate as to width and height. It cannot be semi-permanently installed on the property, i.e., with solid metal or wooden posts of a nature and material that requires digging of a "post" hole(s). It must be easily removed without leaving a hole or other damaged area in the lawn or yard.

Removal and Care: Signs must be removed when lawn care professionals need to mow or when snow and ice equipment is operating in the area. They may

remove them for the home owner without giving notice to the owner. A "For Sale by Owner" sign must not be left unattended for longer than six months at a time. If a longer time is needed, a request to the board must be submitted. It cannot be a "permanent" sign on the property. The sign shall be maintained in a neat and professional appearance at all times while posted. The Board shall have the right to immediately remove and dispose of those items in violation of this Declaration.

Placement of Sign: The sign cannot be placed on Common areas located at end of street or beside the patio. This can be confusing to the public as to which Unit is being marketed. The sign shall be placed in the front yard area only. There is to be only one sign per home on the market.

Open House Signs: It is allowable to post small directional signs pointing out the directions to your home on the day before and the day of the Open House only. These must be removed when the Open House is concluded for that day.

All other existing Sections, including but not limited to the terms, provisions, and conditions of the Master Deed and any amendments and exhibits thereto remain unchanged and are restated as if set out fully herein.

IN TESTIMONY WHEREOF, the President if the Council states that this Amendment was adopted in conformity with the requirements of the Master Deed and By-laws, as amended, of the Summit at Polo Fields Council of Co-Owners, Inc.

Summit at Polo Fields Council of Co-Owners, Inc.

By Michael Malloy
Its President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Michael Malloy as President of the Summit at Polo Fields Council of Co-Owners, Inc., a non-profit, non-stock Kentucky corporation, on behalf of the corporation, this 18th day of Jan, 2008

My Commission expires: July 17, 2010

Lanell Kay Hartfield
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

SECRETARY'S STATEMENT

The undersigned, being duly elected Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., hereby acknowledges the following:

- 1. This amendment was proposed at a duly called meeting of the Council, held on December 3rd, 2007, and there were 27 votes in approval at that meeting.
- 2. The percentage of the total number of votes held by members cast in favor of the amendment was 71 %.
- 3. A true and accurate copy of the Amendment is attached to this statement by setting it out fully herein above.

The Summit at Polo Fields Council of Co-Owners, Inc.

By Barbara Bunce
Its Secretary

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Barbara Bunce as
Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., this 18th day of
January, 2008

My commission expires July 17, 2010

Laurel Kay Hatfield
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

SUMMIT AT POLO FIELDS
COUNCIL OF CO-OWNERS, INC.
BY: Barbara Bunce
Its Secretary

Document No.: DN2008010402
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Recorded On: 01/24/2008 08:04:12
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