



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2018161120

BATCH # 138330

JEFFERSON CO, KY FEE \$103.00

PRESENTED ON: 07-11-2018 8 01:40:10 PM

LODGED BY: MCCLAIN DEWEES PLLC

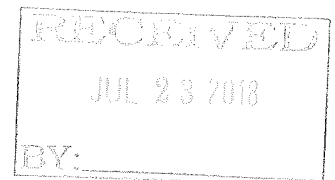
RECORDED: 07-11-2018 01:40:10 PM

BOBBIE HOLSCRAW
CLERK

BY: SHERRI SCHULTZ
RECORDING CLERK

BK: D 11195

PG: 513-546



NINTH AMENDMENT TO MASTER DEED FOR THE SUMMIT AT POLO FIELDS

This Ninth Amendment to the Master Deed (the "Ninth Amendment") for the Summit at Polo Fields Council of Co-Owners, Inc. ("Summit at Polo Fields"), dated this 22nd day of June 2018 is made at the direction of the Summit at Polo Fields, whose mailing address is 8003 Lyndon Centre Way, Suite 101, Louisville, Jefferson County, Kentucky 40222, as an amendment to that Master Deed for Summit at Polo Fields ("Master Deed"), dated the 22nd day of February 2002 and filed of record in **Deed Book 7839, Page 284** in the Office of the Clerk of Jefferson County, Kentucky; as amended from time to time, said amendments being recorded in the office aforesaid:

WITNESSETH

WHEREAS, the Association believes that it is in the best interest of the Association to restrict the use of Association units for commercial or business purposes;

WHEREAS, the Master Deed, as amended, needs to be amended and this ninth Amendment is necessary and desirable to change certain aspects of the Master Deed;

WHEREAS, the Association, having obtained approval of 67% of the unit owners and these owners having been acknowledged and having signed this Ninth Amendment, their signatures below as **Exhibit 1**; and having complied with the provisions of Section 16.1 of the Master Deed, and all other provisions of the Master Deed:

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, the Association hereby declares that the Master Deed is hereby amended as follows and that all such property shall be owned, held, used, leased, conveyed, and occupied subject

to the restrictions and conditions set forth in this Amendment as if these restrictions and conditions were included in and made a part of the Master Deed:

The prior Section 11.13 is stricken and now reads as follows:

Section 11.13:

“Effective upon the recording of this amendment, and effective as to all owners who acquire a unit at the Summit at Polo Fields after the date of the filing of the Ninth Amendment, and, as to these owners, notwithstanding any other provision contained in the Master Deed, as amended, or the Bylaws to the contrary, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the Unit Owner, unless

- (a) the unit is leased to a member of the owner’s immediate family (parents, grandparents, siblings, children, grandchildren)

“A rental agreement entered into upon the occurrence of (a) shall be subject to the following restrictions:

- “(i) A fully executed copy of any proposed lease shall be delivered to the Board of Directors 30 days before the rental term is to begin (in order to assure the above rental limit is not exceeded); and
- (ii) Any such lease or rental agreement shall be subject to the Master Deed, Bylaws, and Rules and Regulations of the Association;

IN WITNESS WHEREOF, The Summit at Polo Fields Condominium has caused this Ninth Amendment to the Master Deed of The Summit at Polo Fields Condominium to be executed 22 day of JUNE 2018.


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

Hala Aphairongs
By: HALA APHAIRONGS

Its: President

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 9th day of July 2018, the foregoing instrument was subscribed and sworn to by Harold Apthorson, President of the Summit at Polo Fields Council of Co-Owners, Inc., for and on behalf of the Summit at Polo Fields Council of Co-Owners, Inc.



NOTARY PUBLIC

My Commission Expires: 11/2/2020

ACKNOWLEDGEMENT STATEMENT

I, Edward Ayers, Secretary of the Board of Directors of the Summit at Polo Fields Council of Co-Owners, Inc., pursuant to Section 16.1 of the Master Deed, hereby certify as follows:

- a. That his Ninth Amendment was adopted at a duly called meeting of Summit at Polo Fields Council of Co-Owners, Inc. held on the 22 day of June 2018.
- b. That the total number of votes cast in favor of this Ninth Amendment was 28, which constitutes 73.6 percent of the total ownership interest of the Summit at Polo Fields Council of Co-Owners, Inc.
- c. That the Ninth Amendment, as written above, is a true and accurate copy of the Ninth Amendment that was approved.
- d. That the undersigned is the duly appointed Secretary of Board of Directors of the Summit at Polo Fields Council of Co-Owners, Inc.

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

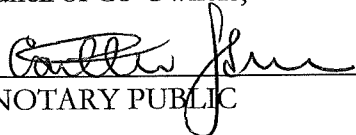


By:

Its: Secretary


COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 9th day of July 2018, the foregoing instrument was subscribed and sworn to by Edwina Ayres Secretary of the Summit at Polo Fields Council of Co-Owners, Inc., for and on behalf of the Summit at Polo Fields Council of Co-Owners, Inc.


NOTARY PUBLIC

My Commission Expires: 11/21/2020

This document prepared by:


Robert W. DeWees III, Esq.
MCCLAIN DEWEES, PLLC
6008 Brownsboro Park Boulevard, Suite H
Louisville, Kentucky 40207
Tel: 502.749.2388