THIRD AMENDMENT TO MASTER DEED ESTABLISHED HARRODS CREEK OVERLOOK CONDOMINIUMS

This Third Amendment to Master Deed for Harrods Creek Overlook Condominiums ("Amendment") is made at the direction of and caused to be recorded by Harrods Creek Condominiums, LLC a Kentucky Limited Liability Company (hereinafter referred to as the "Declarant'.'), having an office at 116 E. College Street, Glasgow, Kentucky 42142-1480 as a supplement to the Master Deed establishing Harrods Creek Overlook Condominiums dated December 9, 2005.

WITNESSETH:

WHEREAS, Declarant has made and declared a Master Deed establishing Harrods Creck Overlook Condominiums dated December 9, 2005, which is recorded in Deed Book 8747, Page 930, in the Office of the County Clerk of Jefferson County, Kentucky, as amended by First Amendment to Master Deed Establishing Harrods Creek Overlook Condominiums dated May 2, 2006, which is recorded in Deed Book 8825, Page 584, in the office aforesaid (the "Master Deed"); and amended by the Second Amendment to Master Deed Establishing Harrods Creek Overlook Condominium dated August 24, 2006, which is recorded in Deed Book 8890, page 769 in the office aforesaid.

WHEREAS, this Amendment is necessary and desirable to Amend Article X1V to delete the provisions allowing the Unit owner to lease the unit with approval of the Board of Directors.

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. Article XIV Section (A)(2) of the Master Deed addressing "Lease" shall be deleted.

- 2. Article XIV, Section (B)(1)(b) of the Master Deed addressing "Lease" shall be deleted.
- 3. Article XIV, Section (B)(2) (b) of the Master Deed addressing "Lease" shall be deleted.
 - 4. Article XIV Section(C)(2) of the Master Deed addressing "Lease" shall be deleted.
 - 5. Article XIV, Section (F) of the Master Deed shall be amended to say:
 - F. Unauthorized transactions: Any sale, or mortgage pursuant to the terms of this Master Deed shall be void unless subsequently approved by the Council. The lease of any unit is strictly prohibited.
 - 6. Article XIV, Section (G)(2) of the Master Deed shall be amended to delete the option of the Council to lease units.
 - 7. Any and all other reference to Lease shall be deleted, except to prohibit same.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Master Deed of Harrods Creek Overlook Condominiums to be executed on this **24**th day of August, 2010.

HARRODS CREEK CONDOMINIUMS, LLC a Kentucky Limited Liability Company

By: Thomas E. Gumm, Manager

COMMONWEALH OF KENTUCKY COUNTY OF JEFFERSON Barnen)

The foregoing document was subscribed, sworn to and acknowledged before me on August

, 2010 by THOMAS E. GUMM, as Manager of HARRODS CREEK CONDOMINIUMS,

THIS INSTRUMENT PREPARED BY:

BORNSTEIN & OPPENHEIMER, PLLC

Houston M. Oppenheimer 4500 Bowling Boulevard, Suite 200 Louisville, KY 40207 (502) 895-8787

Fax: (502) 895-4336

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