

**THIRD AMENDMENT TO MASTER DEED AND DECLARATION OF CONDOMINIUM PROPERTY
REGIME OF SHELBY POINTE CONDOMINIUM HOMES**

This Third Amendment to the Master Deed and Declaration of Condominium Property Regime of Shelby Pointe (the "Third Amendment") for the Shelby Pointe Condominium Homes, by and through the Shelby Pointe Condominium Council of Co-Owners, Inc. (the "Association"), a Kentucky non-profit, non-stock corporation, dated this 15th day of October 2016 is made at the direction of the Association, whose mailing address is 6006 Brownsboro Park Boulevard, Suite B, Louisville, Jefferson County, Kentucky 40207, as an amendment to that Master Deed and Declaration of Condominium Property Regime of Shelby Pointe Condominium Homes, dated the 10th day of September 1987 and filed of record in Deed Book 5710, Page 112 in the Office of the Clerk of Jefferson County, Kentucky; as amended by that First Amendment to the that Master Deed and Declaration of Condominium Property Regime of Shelby Pointe Condominium Homes, dated the 19th day of October 1987 and filed of record in Deed Book 5720, Page 933 in the office aforesaid; as amended by that Second Amendment to the that Master Deed and Declaration of Condominium Property Regime of Shelby Pointe Condominium Homes, dated the 11th day of March 1988 and filed of record in Deed Book 5755, Page 456 in the office aforesaid:

WITNESSETH

WHEREAS, the Association believes that it is in the best interest of the Association to amend the Master Deed

WHEREAS, the Association desires to impose a one-time capital replacement assessment on any new owner of a Unit;

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

WHEREAS, the Association, having obtained approval of a majority of the unit owners and these owners having been acknowledged and approved this Third Amendment, their signatures below as Exhibit 1; and having complied with the provisions of Paragraph X 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, as amended:

A Sub-Paragraph 1 is added at the end of Paragraph R to read as follows:

"Upon closing, by no later than 30 days of the conveyance and acceptance of a deed to a Unit, the Unit Owner shall pay to the Association the equivalent of one-month's assessment as contribution to the Capital Replacement Fund. This payment is in addition to any other assessment due at closing or payable by the Unit Owner pursuant to other paragraphs of the Master Deed."

IN WITNESS WHEREOF, the Association has caused this Third Amendment to the Master Deed and Declaration of Condominium Property Regime of Shelby Pointe Condominium Homes to be executed 15th day of October 2016.

SHELBY POINTE CONDOMINIUM COUNCIL OF
CO-OWNERS, INC.

By: Barbara R. Clark
Its: President

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON)

SS

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 15th day of June, 2016, the foregoing instrument was subscribed and sworn to by [Signature], President of the Shelby Pointe Condominium Council of Co-Owners, Inc., for and on behalf of the Shelby Pointe Condominium Council of Co-Owners, Inc.

[Signature]

NOTARY PUBLIC

My Commission Expires: 9-7-2020

This document prepared by:

[Signature]

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