

## SEVENTEETH AMENDMENT TO THE MASTER DEED AND DECLARATION FOR CREEKWOOD CONDOMINIUMS

This 17<sup>th</sup> Amendment (the "Amendment") to the Master Deed and Declaration of Creek Condominiums is made at the direction of the Creekwood Terrace Condominium Homeowners' Association, Inc. ("Association"), a Kentucky non-profit, non-stock corporation, whose mailing address for all purposes related to this Amendment is 8003 Lyndon Centre Way, Suite 101, Louisville, Kentucky 40222, as an amendment to the Master Deed and Declaration for Creekwood Condominiums (the "Master Deed"), dated the 9<sup>th</sup> day of May 2002 and filed of record in Deed Book 7885, Page 922 in the Office of the Clerk of Jefferson County, Kentucky, as amended:

## WITNESSETH

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

WHEREAS, the Association, having obtained approval of 67% of the total allocated votes of the Association, these owners having been acknowledged and having signed this Amendment, their signatures below as Exhibit 1; and there being no eligible mortgage holders having provided notice to the Association; and having complied with the provisions of Article W, as amended by that 5th Amendment to the Master Deed and Declaration, dated the 24th day of July 2002 and of record in the Office of Clerk of Jefferson County, Kentucky in Deed Book 7928, Page 48:

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:

1. Article G, Section 4 is added and reads as follows:

"Effective upon the recording of this amendment, and not withstanding any other provision contained in the Master Deed 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 Owner held legal title to the unit and the unit was being used for rental purposes on the date of the recording of this amendment, (b) the unit is leased to a member of the owner's immediate family (parents, grandparents, children, or grandchildren), (c) the Unit Owner or the Unit Owner's spouse is transferred by his or her employer to a location more than 50 miles from the Office of the Jefferson County Clerk, Jefferson County, Kentucky, (d) the Unit Owner moved to a nursing home or assisted living facility, or (e) the Unit Owner dies and there is no surviving spouse who resided with the deceased at the time of death.

"Upon the occurrence of (b) above, once the lease in existence at the recording of this amendment with the Unit Owner's immediate family member is terminated, that unit becomes subject to the restrictions in this Section 13 and may only be rented under the conditions in (c), (d), or (e).

"Upon the occurrence of (c), (d), or (e) above, a unit may be leased or rented for a total period of time not to exceed one year and a lease or rental agreement entered into upon the occurrence of (a), (b), (c), (d), or (e) shall be subject to the following restrictions:

"(i) A fully executed copy of any proposed lease shall be delivered to the Board of Directors ten days before the rental term is to begin or if the rental term has commenced at the time of the recording of this amendment, within 10 days of the recording; and (ii) Any such lease or rental agreement shall be subject to the Master Deed, Bylaws, and Rules and Regulations of the Creekwood Terrace Condominium Homeowners' Association, Inc."

IN WITNESS WHEREOF, the Creekwood Terrace Condominium Homeowners'

Association, Inc., has caused this Amendment	to the Master Deed and Declaration for Creekwood
Condominiums to be executed 12 day of _	July 2018.
	CREEKWOOD TERRACE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.  By: Partial Willer 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 day of	
Creekwood Terrace Condominium	
Homeowners' Association, Inc.	
( Tun Umpler	
By: TONGO WAM MAY Its: Secretary	
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 day of	
My Commission Expires: 100-2020	
This document prepared by:	

Robert W. DeWees III, Esq.

McClain DeWees, PLLC

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