

**FIFTH AMENDMENT TO MASTER DEED OF
LAKE VILLAGE AT LANDIS LAKES CONDOMINIUMS**

This Fifth Amendment to Master Deed for Lake Village at Landis Lakes Condominiums ("Amendment") is made at the direction of and caused to be recorded by Michael R. Effinger, LLC, a Kentucky limited liability company (hereinafter referred to as the "Declarant"), having an office at 7018 Wooded Meadow Road, Louisville, KY 40241, as a supplement to the Master Deed establishing Lake Village at Landis Lakes Condominiums dated October 4, 2007.

WITNESSETH:

WHEREAS, Declarant has made and declared Declaration of Horizontal Property Regime and Master Deed Establishing Lake Village at Landis Lakes Condominiums dated October 4, 2007, which is recorded in Deed Book 9117, Page 431, in the Office of the County Clerk of Jefferson County, Kentucky, as amended by First Amendment to Master Deed dated November 26, 2007, which is recorded in Deed Book 9142, Page 540 in the Office aforesaid; as amended by Second Amendment to Master Deed dated September 8, 2008, which is recorded in Deed Book 9285, Page 979 in the Office aforesaid; as amended by Third Amendment to Master Deed dated March 9, 2009, which is recorded in Deed Book 9360, Page 231 in the Office aforesaid; as amended by the Fourth Amendment to Master Deed dated April 15, 2009, which is recorded in Deed Book 9379, Page 576 in the Office aforesaid (the "Master Deed"); and

WHEREAS, this Amendment is necessary and desirable to add two (2) additional units to Lake Village at Landis Lakes Condominiums pursuant to Article XIII of the Master Deed;

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, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if

if these conditions and restrictions were included in and made a part of the Master Deed.

1. Article I, Section (M) shall be amended to read as follows:

(M) "Plans" mean the plans and specifications for the condominium project, including the floor plans for the buildings dated June 5, 2007, prepared by Mindel Scott & Associates, Inc., showing the layout, location, unit numbers and dimensions of the units, and recorded in Condominium and Apartment Ownership Book 122, Pages 9 through 14, in the Office of the Clerk aforesaid; as amended by plans and specifications for the condominium project dated November 15, 2007, and recorded in Condominium and Apartment Ownership Book 122, Pages 74 and 75 in the Office of the Clerk aforesaid; as amended by plans and specifications for the condominium project dated August 21, 2008 and recorded in Condominium and Apartment Ownership Book 125, Pages 52 and 53 in the Office aforesaid; as amended by plans and specifications for the condominium project dated July 2, 2009 and filed simultaneously with the recording of this Amendment, and recorded in Condominium and Apartment Ownership Book _____, Pages _____ and _____, in the Office aforesaid.

2. Article II, Section (A) shall be amended to read as follows:

(A) Number, location, designation, and plans for units

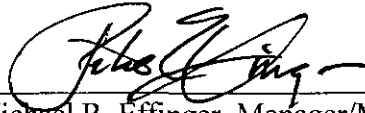
Subject to the provisions of Article XIII herein, there shall be up to forty-eight (48) Units within the condominium project. Nineteen (19) of these Units have been built, and for purposes of identification, each unit has been assigned a number as indicated on Revised Exhibit B attached hereto and made a part hereof. No unit bears the same identification number as any other unit. The plans set forth the layout, location within the applicable building, unit number designation, and dimensions of each unit.

3. Article XIII of the Master Deed shall be amended to reflect that Lake Village at Landis Lakes Condominiums as built now consists of Nineteen (19) Units in the buildings constructed to date, and may consist of additional units contained in additional buildings which may be constructed (not to exceed twenty-nine (29) additional Units).

4. Pursuant to Article XIII of the Master Deed, Declarant hereby makes certain adjustments in the percentages of ownership in the common elements as set forth on Revised Exhibit B to the Master Deed as attached to this Amendment.

IN WITNESS WHEREOF, the Declarant has caused this Fifth Amendment to the Declaration of Horizontal Property Regime and Master Deed Establishing Lake Village at Landis Lakes Condominiums to be executed on this 7th day of July, 2009.

MICHAEL R. EFFINGER, LLC
a Kentucky limited liability company

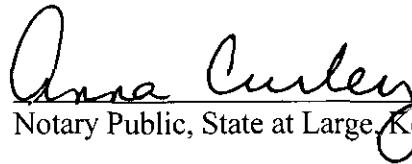


Michael R. Effinger, Manager/Member

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

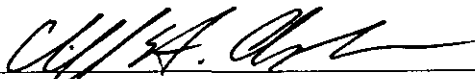
I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 7th day of July, 2009, Michael R. Effinger, Manager/Member of **MICHAEL R. EFFINGER, LLC** appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of **MICHAEL R. EFFINGER, LLC**, a Kentucky limited liability company.

My Commission expires: October 27, 2012.



Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:



BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

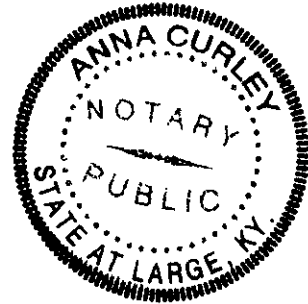


Exhibit B

Percentage in Interest of Each Unit in Common Elements

Phase	Building No.	Unit No.	Square Footage	Percentage
1	1	1A	1,589	4.40%
1	1	1B	1,496	4.14%
5	18	18A	3,192	8.84%
5	18	18B	3,204	8.87%
6	6	6A	1,511	4.18%
6	6	6B	1,629	4.51%
6	6	6C	1,630	4.51%
6	7	7A	3,288	9.10%
6	7	7B	3,149	8.72%
8	14	14A	1,349	3.73%
8	14	14B	1,460	4.04%
8	14	14C	1,444	4.00%
8	15	15A	1,626	4.50%
8	15	15B	1,623	4.49%
8	15	15C	1,510	4.18%
7	16	16A	1,643	4.55%
7	16	16B	1,640	4.54%
7	17	17A	1,629	4.51%
7	17	17B	1,508	4.17%
	TOTAL		36,120.00	100.00%

Recorded in Condo Book
 No. 127 Page 13-14
 Part No. 2726

Document No.: 0N2W0908284
 Lodged By: BARDENBERGER LAW FIRM
 Recorded On: 07/07/2009 01:45:25
 Total Fees: 16.00
 Transfer Tax: .00
 County Clerk: BUKHIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: KELIAR

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