

93-271



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2016028463

BATCH # 11265

JEFFERSON CO, KY FEE \$22.00

PRESENTED ON: 02-08-2016 6 02:14:31 PM

LODGED BY: HEBEL AND HORNUNG

RECORDED: 02-08-2016 02:14:31 PM

BOBBIE HOLSCRAW

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BY: CARRIE HARRISON

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SIXTEENTH AMENDMENT TO MASTER DEED OF
LAKE VILLAGE AT LANDIS LAKES CONDOMINIUMS

This Sixteenth Amendment to Master Deed for Lake Village at Landis Lakes Condominiums ("Amendment") is made at the direction of and caused to be recorded by **Lake Village at Landis Lakes Council of Co-Owners, Inc.**, a Kentucky nonprofit corporation (hereinafter referred to as the "Declarant"), having an address of c/o Cornerstone Property Management, LLC, 6006 Brownsboro Park Boulevard, Suite B, Louisville, Kentucky 40207, as a supplement to the Master Deed establishing Lake Village at Landis Lakes Condominiums dated October 4, 2007.

WITNESSETH:

WHEREAS, Michael R. Effinger, LLC, a Kentucky limited liability company (the "Declarant") has made and declared that certain 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; as amended by the Fifth Amendment to Master Deed dated July 7, 2009 which is recorded in Deed Book 9422, Page 117 in the Office aforesaid; as amended by the Sixth Amendment to Master Deed dated August 26, 2009 which is recorded in

Deed Book 9447, Page 899 in the Office aforesaid; as amended by the Seventh Amendment to Master Deed dated September 2, 2009 which is recorded in Deed Book 9451, Page 10 in the Office aforesaid; as amended by the Eighth Amendment to Master Deed dated June 8, 2010 which is recorded in Deed Book 9573, Page 486 in the Office aforesaid; as amended by the Ninth Amendment to Master Deed dated July 9, 2010 which is recorded in Deed Book 9586, Page 581 in the Office aforesaid; as amended by the Tenth Amendment to Master Deed dated October 1, 2010 which is recorded in Deed Book 9625, Page 484 in the Office aforesaid; as amended by the Eleventh Amendment to Master Deed dated August 8, 2011 which is recorded in Deed Book 9755, Page 796 in the Office aforesaid; as amended by the Twelfth Amendment to Master Deed dated May 21, 2012 which is recorded in Deed Book 9888, Page 396 in the Office aforesaid; as amended by the Thirteenth Amendment to Master Deed dated November 13, 2012 which is recorded in Deed Book 9977, Page 16 in the Office aforesaid; as amended by the Fourteenth Amendment to Master Deed dated January 30, 2013 which is recorded in Deed Book 10015, Page 734 in the Office aforesaid; as amended by the Fifteenth Amendment to Master Deed dated November 25, 2013 which is recorded in Deed Book 10173, Page 368 in the Office aforesaid (the "Master Deed"); and

WHEREAS, this Amendment is necessary and desirable to amend certain language in the Master Deed pursuant to Article XIV of the Master Deed, as amended by that certain Fourth Amendment to Master Deed dated April 15, 2009, which is recorded in Deed Book 9379, Page 576 in the Office aforesaid (the "Fourth Amendment");

WHEREAS, unit owners are owners of a unit (the "Unit Owners") within that certain condominium regime known as "Lake Village at Landis Lakes" subject to the Master Deed;

WHEREAS, according to Article XIV of the 2007 original Master Deed, as amended by the Fourth Amendment, the Master Deed may be modified, altered, amended or added to by a vote of greater than 50% in interest of the common elements of the Unit Owners (Article XIV) at any duly called meeting of Unit Owners; and

WHEREAS, the Unit Owners took said affirmative action as evidenced by their signatures on file with the Association, allowing the Association, Inc. to record this Amendment to modify the assessment method set forth in Article III, Section (B) and Article VI, Section (A) of the Master Deed.

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, the Association 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 these conditions and restrictions were included in and made a part of the Master Deed.

1. Article VI, Section (A) of the Master Deed is hereby deleted and replaced with the following:

(A) Share of common expense

Pursuant to KRS 381.870, which allows for adjustments to assessments based upon "floor area", each unit owner shall be personally liable for the proportionate share of the common expenses and shall share in the common surplus (after due allowance for the retention of any reserve to cover future common expenses), such shares being based upon the square footage of the first floor of the unit in relation to the total square footages of the first floors of all units, excluding any lower level basement or walk out square footage for units with same. Such calculations shall be based upon the condominium plats for the first floor of each unit. No unit owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the unit owned by such unit owner or by claiming that the quantity or quality of services does not warrant such payment or is not as contemplated by such unit owner as of the time of purchase; provided, however, the Board of Directors may, but is not required to, abate or reduce a unit owner's contribution for a reasonable period of time during which the unit

owned by such unit owner is uninhabitable as the result of damage or destruction.

2. Article III, section (B) of the Master Deed is hereby deleted and replaced with the following:

(B) Interest in common elements

Each unit shall have appurtenant to it that percentage interest in the common elements which the floor area of the unit bears to the sum of the floor area for all units (which percentage interest is set forth on Exhibit B attached and made a part of this Master Deed), provided, however, each unit owner shall be responsible for the its respective portion of common expenses as set forth in Article VI(A) herein.

3. All other terms and conditions of the Master Deed shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Sixteenth Amendment to the Declaration of Horizontal Property Regime and Master Deed Establishing Lake Village at Landis Lakes Condominiums to be executed on this 31 day of JANUARY, 2017, 16

LAKE VILLAGE AT LANDIS LAKES COUNCIL OF CO-OWNERS, INC.
a Kentucky nonprofit corporation

By: David Bruce Sanders

Name: David Bruce Sanders

Title: President

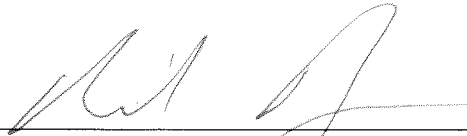
COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me this 31st day of JANUARY, 2017, 6^{PM} by DAVID BRUCE SANDERS as PRESIDENT of Lake Village at Landis Lakes Council of Co-Owners, Inc., a Kentucky nonprofit corporation, on behalf of the corporation.

My Commission expires: OCTOBER 24, 2018

David D. Witten
DAVID D. WITTEN

THIS INSTRUMENT PREPARED BY:



BARDENWERPER, TALBOTT & ROBERTS, PLLC

Nicholas R. Pregliasco
1000 N. Hurstbourne Pkwy., 2nd Floor
Louisville, Kentucky 40223
(502) 426-6688

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AMC Rev. 2/3/2016 9:37 AM

LAKE VILLAGE 16th AMENDMENT - EXHIBIT B

Address	Street	FLOOR AREA SQ FT	
		Sq. Footage	Percentage
14500	Lake Village Dr	1,589	2.09%
14502	Lake Village Dr	1,496	1.97%
14501	Lake Village Dr	1,362	1.79%
14503	Lake Village Dr	1,657	2.18%
14508	Lake Village Dr	1,617	2.13%
14506	Lake Village Dr	1,614	2.12%
14504	Lake Village Dr	1,546	2.03%
14514	Lake Village Dr	1,663	2.19%
14512	Lake Village Dr	1,665	2.19%
14510	Lake Village Dr	1,642	2.16%
14520	Lake Village Dr	1,614	2.12%
14518	Lake Village Dr	1,627	2.14%
14516	Lake Village Dr	1,632	2.15%
14431	Crescent Cove Dr	1,603	2.11%
14433	Crescent Cove Dr	1,603	2.11%
14435	Crescent Cove Dr	1,463	1.92%
904	Ridge Point Dr	1,668	2.19%
902	Ridge Point Dr	1,668	2.19%
900	Ridge Point Dr	1,670	2.20%
910	Ridge Point Dr	1,656	2.18%
908	Ridge Point Dr	1,647	2.17%
906	Ridge Point Dr	1,670	2.20%
916	Ridge Point Dr	1,504	1.98%
914	Ridge Point Dr	1,506	1.98%
912	Ridge Point Dr	1,635	2.15%
905	Ridge Point Dr	1,568	2.06%
907	Ridge Point Dr	1,576	2.07%
909	Ridge Point Dr	1,608	2.12%
911	Ridge Point Dr	1,608	2.12%
14425	Crescent Cove Dr	1,511	1.99%
14427	Crescent Cove Dr	1,629	2.14%
14429	Crescent Cove Dr	1,630	2.14%
14421	Crescent Cove Dr	1,694	2.23%
14423	Crescent Cove Dr	1,574	2.07%
14405	Crescent Cove Dr	1,603	2.11%
14407	Crescent Cove Dr	1,488	1.96%
14401	Crescent Cove Dr	1,608	2.12%
14403	Crescent Cove Dr	1,457	1.92%
14424	Crescent Cove Dr	1,643	2.16%
14426	Crescent Cove Dr	1,640	2.16%
14406	Crescent Cove Dr	1,629	2.14%
14404	Crescent Cove Dr	1,508	1.98%
14509	Lake Village Dr	1,349	1.77%
14511	Lake Village Dr	1,460	1.92%
14513	Lake Village Dr	1,444	1.90%
14515	Lake Village Dr	1,626	2.14%
14517	Lake Village Dr	1,623	2.14%
14519	Lake Village Dr	1,510	1.99%
		76,003	100.00%

