



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2019106011

BATCH # 179384

JEFFERSON CO, KY FEE \$19.00

PRESENTED ON: 05-13-2019 9 02:00:07 PM

LODGED BY: MCCLAIN DEWEES PLLC

RECORDED: 05-13-2019 02:00:07 PM

BOBBIE HOLSCRAW

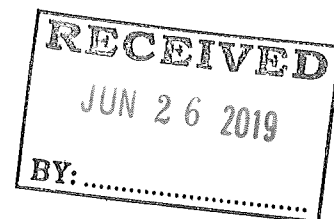
CLERK

BY: KAREN MESSICK

INDEXING CLERK

BK: D 11407

PG: 46-51



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SEVENTEETH AMENDMENT TO THE MASTER DEED ESTABLISHING LAKE VILLAGE AT LANDIS LAKE CONDOMINIUMS

This 17th Amendment (the "Amendment") to the Master Deed Establishing Lake Village at Landis Lake Condominiums, as amended, is made at the direction of the Lake Village at Landis Lakes Council of Co-Owners, Inc. (the "Council"), 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 Establishing Lake Village at Landis Lake Condominiums ("Master Deed"), dated the 4th day of October 2007 and filed of record in **Deed Book 9117, Page 431**; as amended by that First Amendment, dated November 26, 2007 and filed of record in **Deed Book 9142, Page 540**; as amended by that Second Amendment dated September 8, 2008 and filed of record in **Deed Book 9285, Page 979**; as amended by that Third Amendment dated March 9, 2009 and filed of record in **Deed Book 9360, Page 231**; as amended by that Fourth Amendment dated April 15, 2009 and filed of record in **Deed Book 9379, Page 576**; as amended by that Fifth Amendment dated July 7, 2009 and filed of record in **Deed Book 9422, Page 117**; as amended by that Sixth Amendment dated August 26, 2009 and filed of record in **Deed Book 9447, Page 899**; as amended by that Seventh Amendment September 2, 2009 and filed of record in **Deed Book 9451, Page 10**; as amended by that Eighth Amendment dated June 8, 2010 and filed of record in **Deed Book 9573, Page 486**; as amended by that Ninth Amendment dated July 9, 2010 and filed of record in **Deed Book 9586, Page 581**; as amended by that Tenth Amendment dated October 1, 2010 and filed of record in **Deed Book 9625, Page 484**; as amended by that Eleventh Amendment dated August 8, 2011 and filed of record in **Deed Book 9755, Page 796**; as amended by that Twelfth Amendment dated May 21, 2012 and filed of record in **Deed Book 9888, Page 396**; as amended by that Thirteenth Amendment dated November 13, 2012 and filed of record in **Deed Book 9977, Page 16**; as amended by that Fourteenth Amendment dated

July 30, 2013 and filed of record in **Deed Book 10015, Page 734**; as amended by that Fifteenth Amendment November 25, 2013 and filed of record in **Deed Book 10173, Page 368**; as amended by that Sixteenth Amendment dated January 31, 2016 and filed of record in **Deed Book 10553, Page 123**; all in the Office of the Clerk of Jefferson County, Kentucky, as amended:

WITNESSETH

WHEREAS, the Council 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 Council, having obtained approval of 2/3, plus 1, 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 having complied with the provisions of Article XI of the Master Deed, as amended; and not having any mortgagees of record and therefore needing no approval under Article XIV, Sec. 4:

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 XI, Section A is stricken and a new Section A is added and reads as follows:

“Effective upon the recording of this amendment, and notwithstanding 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 (1) 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, (2) the unit is leased to a member of the owner’s immediate family (parents, grandparents, children, or grandchildren), (3) 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, (4) the Unit Owner moved to a nursing home or assisted living facility, or (5) the Unit Owner dies and there is no surviving spouse who resided with the deceased at the time of death.

"Upon the occurrence of (2) 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 and may only be rented under the conditions in (3), (4), or (5).

"Upon the occurrence of (3), (4), or (5) 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 (1), (2), (3), (4), or (5) 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 Lake Village at Landis Lakes Council of Co-Owners, Inc."

"Nothing in this Paragraph A precludes an owner from selling a Unit."

IN WITNESS WHEREOF, the Lake Village at Landis Lakes Council of Co-Owners, Inc.,

has caused this 17th Amendment to the Master Deed to be executed 14 day of

March 2019.

LAKE VILLAGE AT LANDIS LAKES COUNCIL OF CO-OWNERS, INC.

Harry James

By:
Its: President

COMMONWEALTH OF KENTUCKY)

) SS

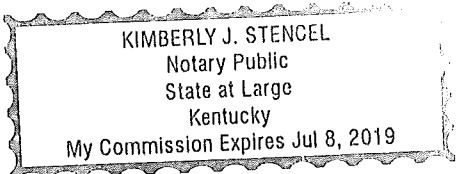
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 14 day of March 2019, the foregoing instrument was subscribed and sworn to by Harry James, President of the Lake Village at Landis Lakes Council of Co-Owners, Inc., for and on behalf of the Lake Village at Landis Lakes Council of Co-Owners, Inc.

Kimberly J. Stencel

NOTARY PUBLIC

My Commission Expires: July 8, 2019



LAKE VILLAGE AT LANDIS LAKES COUNCIL OF
CO-OWNERS, INC.

Barbara Burgax

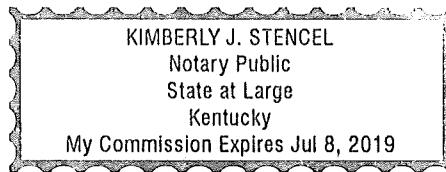
By:
Its: Secretary

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the
14 day of March 2019, the foregoing instrument was subscribed and sworn to by
Barbara Burgax, Secretary of the Lake Village at Landis Lakes Council of Co-Owners, Inc., for and
on behalf of the Lake Village at Landis Lakes Council of Co-Owners, Inc.

Kimberly J. Stencel
NOTARY PUBLIC

My Commission Expires: Jul 8, 2019



This document prepared by:

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