



**Bobbie Holsclaw**  
Jefferson County Clerk's Office

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**INST # 2021042069**

**BATCH # 282381**

**JEFFERSON CO, KY FEE \$49.00**

PRESENTED ON: 02-23-2021 1 08:47:44 AM

LODGED BY: HEBEL & HORNUNG

RECORDED: 02-23-2021 08:47:44 AM

BOBBIE HOLSCLAW

CLERK

BY: KAREN MESSICK

INDEXING CLERK

**BK: D 11934**

**PG: 281-287**

**EIGHTH AMENDMENT TO THE MASTER DEED AND DECLARATION  
OF CONDOMINIUM PROPERTY REGIME OF  
THE FALLS AT OLD HENRY CONDOMINIUMS**

This Eighth Amendment to the Master Deed and Declaration of Condominium Horizontal Property Regime of The Falls at Old Henry Condominiums is entered into as of this 30<sup>th</sup> day of January, 2021.

**WITNESSETH:**

WHEREAS, the original Master Deed and Declaration of Condominium Property Regime of The Falls at Old Henry Condominiums dated December 12, 2007 and recorded in Deed Book 9150, Page 944 in the Jefferson County Clerk's Office, and amended by First Amendment to the Master Deed dated May 27, 2009 of record in Deed Book 9400, Page 150, and amended by Second Amendment to the Master Deed dated October 13, 2009 of record in Deed Book 9469, Page 754, and as amended by the Third Amendment to the Master Deed dated November 11, 2009 of record in Deed Book 9483, Page 335, and as amended by the Fourth Amendment to the Master Deed dated November 20, 2009 of record in Deed Book 9488, Page 888, and as amended by Fifth Amendment to the Master Deed (erroneously referred to as the "Fourth Amendment") dated March 24, 2010 of record in Deed Book 9539, Page 87, and as amended by the Corrective Sixth Amendment to the Master Deed dated December 26, 2012 of record in Deed Book 9999, Page 191, and as amended by the Seventh Amendment dated August 30, 2015 of record in Deed Book 10445, Page 495 all in the aforesaid Clerk's Office; and

WHEREAS, Section 11.2 of the Master Deed provides that the Master Deed may be amended "by a majority of the Unit owners, effective only upon recording of the signed instrument setting forth the amendment"; and

WHEREAS, the Developer control period contained in Sections 2.4 and 6.2 of the Master Deed has previously expired; and

WHEREAS, the anticipated maximum number of units contained in Section 2.4 of the Master Deed have yet to be built, and it is the Unit owners desire to have all the originally anticipated units built; and

WHEREAS, Lot 3 is solely owned by all of the unit owners of the condominium regime; and

WHEREAS, the above amending provision has been met, with the signatures below of at least a majority of the Co-Owners having signed this Amendment to modify and change the above Master Deed, as amended, as hereinafter set out:

Section 2.4(d), of the above referred Master Deed stated as follows:

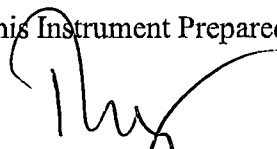
“(d) Developer reserves for itself, its successors and assigns, for a period of five years from the date of the recording this Declaration, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees or other lien holders, or other parties claiming a legal or equitable interest in the Regime, any amendment, agreement or supplement that may be required to expand the Regime and to add additional real estate to the to the Regime, and by taking any interest in the Regime or by taking any interest in a Unit, each such person or entity shall be deemed to have granted to Developer a power of attorney for such purposes, couples with an interest, running with the Regime or Unit, as applicable and binding upon the successors or assigns of any of the foregoing parties, with that power of attorney not being affected by the death or disability of any principal or by the lapse of time. Developer, for itself, and for its successors and assigns, reserves an interest in any real estate, including the Regime and each Unit, for these purposes. This interest reserved by Developer and the power of attorney hereby granted by each interest holder includes the right to amend the definition of “Property” to reflect the additional real estate made part of the Regime and to amend the percentage of common interest appurtenant to each Unit and otherwise to amend this Declaration to supplement the floor plans to accomplish the expansion of the Regime, as contemplated by this Section.”

NOW THEREFORE, Section 2.4(d) of the above referred Master Deed is hereby amended to read as follows:

“(d) The Association, through its Board of Directors (Board), reserves for itself, its successors and assigns, for a period of five years from the date of the recording of this Amendment, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees or other lien



This Instrument Prepared By:



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**RICHARD V. HORNUNG**  
Hebel & Hornung, P.S.C.  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
(502) 429-9790

<u>Signature</u>	<u>Unit No. or Address</u>	<u>Date</u>
Michael W Sandfort	15107 Sycamore Falls	
Pamela F. Sandfort	15107 Sycamore Falls	
Rhonda Spens	15103 Sycamore Falls Dr.	
Jana Berg	15105 Sycamore Falls Dr.	
John Hill	15101 Sycamore Falls Dr.	
Kendal	14301 Willow Falls Ct.	
Bruna F. Taylor	14313 Willow Falls Ct.	
Stacy Newton	14302 Willow Falls	
Gayle Grant	15008 Sycamore Falls Dr.	
Paul W. Scarborough	14300 WILLOW FALLS CT.	
Dana Decker	14304 Willow Falls Ct.	
Nancy Davis	15006 Sycamore Falls Dr.	
Steph	15004 SYCAMORE FALLS DR.	
John	19002 Sycamore Falls Dr.	
Edward Jones	15000 SYCAMORE FALLS DR.	
Stephanie Heller	14913 Sycamore falls Dr.	
Q-OMC	15010 Sycamore Falls Dr	

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

Acknowledged, subscribed and sworn to before me this 30<sup>th</sup> day of January, 2021 by

Michael W. Sandfort , Pamela F. Sandfort , Rhonda Spears

Lana Berger , Gloria Carl , Ken Robert

Brenda Taylor , Steven Newton , Gayle Grant

Roy W. Scarborough , Dana Dickiey , Nancy Davis

Gary Stephen , Lin Ruby , Edward Jones

Stephanie Heller , Douglas Mvssler ,

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My Commission Expires: 5/17/2021   
NOTARY PUBLIC  
My Notary Number: 487607