

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
LANDIS LAKES SUBDIVISION - SECTION - ONE
JEFFERSON COUNTY, KENTUCKY**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDIS LAKES SUBDIVISION, SECTION - ONE, ("Amendment") is made, imposed and declared as of this 13th day of November 2002 by FHC, a Kentucky joint venture, with an address of 5924 Timber Ridge Drive, Suite 202, Prospect, Kentucky 40059 ("Declarant").

WITNESSETH:

WHEREAS, Declarant owns that certain residential subdivision located in Jefferson County, Kentucky known as "LANDIS LAKES SUBDIVISION, SECTION - ONE" and identified as "LANDIS LAKES" on that certain subdivision plat recorded in Plat and Subdivision Book 47, Page 40, in the Office of the clerk of Jefferson County, Kentucky (the "Subdivision"), as such Subdivision may be amended from time to time; and

WHEREAS, the Subdivision is subject to certain restrictions, as described in that certain Declarations of Covenants, Conditions and Restrictions dated May 31, 2000 and recorded on April 30, 2001 and of record in Deed Book 7636, Page 593, in the Jefferson County Court Clerk's office (the "Restrictions"); and

WHEREAS, the Declarant, in accordance with Section 1.3 of the Restrictions, now desires to enter into this Amendment, for the purpose of amending the Restrictions, to cause certain additional provisions to be added to the Restrictions that would limit the owners of lots within the subdivision from placing upon their property certain play equipment, including swing sets, jungle gyms, trampolines or similar equipment, all as described herein.

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Declarant hereby declares that the real property as described in the Restrictions, and such additional real property as may hereafter be made subject to the Restrictions and this Amendment, shall be owned, held, used, leased, sold conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of the Restrictions and this Amendment, all of which are declared and agreed to be in furtherance of Declarants common plan and scheme for the Subdivision, and the development, sale and improvements of the real property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such real property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, the Restrictions and this Amendment shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their

respective heirs, personal representatives, successors and assigns. In consideration of the premises, the parties agree as follows:

1. USE RESTRICTIONS. Article 2, Section 2.5 (h), Play Equipment, is hereby amended to read as follows:

(h) **Play Equipment.** No exterior play equipment shall be located on any lot without the prior written consent of the Declarant, its successors or assigns. Subject to Declarants approval, all exterior play equipment located on any Lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be located no closer than **15 feet** to any lot line. All lot owners and residents of the Subdivision shall obtain the written approval of Declarant prior to placement of any such equipment on any lot. Failure to obtain the written consent of the Declarant shall result in the equipment having to be removed from the property at the expense of the lot owner.

2. Continuing Effect. Except as expressly modified hereby, the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Supplementary Declaration of Covenants, Conditions and Restrictions as of the day, month and year first above written.

By: **FHC, a Kentucky joint venture**

Canfield Properties, Inc.

Title: venturer

By: 

Title: **President**

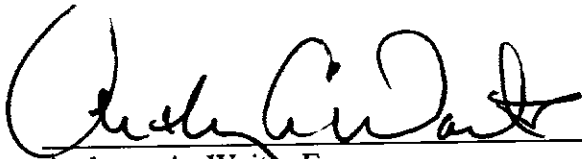
STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 17th day of November, 2002, R. Stephen Canfield, president of Canfield Properties, Inc., 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 **Canfield Properties, Inc.**, a Kentucky corporation and venturer in FHC, a Kentucky joint venture.

My Commission expires: August 13, 2004


NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:



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Deputy Clerk: SMETUC

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