

**FIRST AMENDMENT TO**  
**WOODLANDS CREEK SUBDIVISION DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

This First Amendment to Woodlands Creek Subdivision Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and executed by **MCBRIDE & SON HOMES LOUISVILLE, LLC**, a Missouri limited liability company, located at #1 McBride & Son Center Drive, Chesterfield, Missouri 63005 (the "Declarant") effective as of October 22, 2009.

**RECITALS:**

**A.** Declarant's predecessor in interest, McBride & Son Homes Land Development, Inc. ("Land") encumbered the property located in Jefferson County, Kentucky, which is more particularly described on Exhibit A attached hereto and incorporated herein with certain restrictions in the WOODLANDS CREEK SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated May 31, 2006, and of record in Deed Book 8848, Page 798 in the office of the Clerk of Jefferson County, Kentucky (the "Declaration").

**B.** Declarant acquired the property described on Exhibit A by two deeds, both dated [REDACTED] and of record in Deed Book 8935, Page 367 and Deed Book 8935, Page 369 in the office of the clerk aforesaid and, as such, acquired all of Land's interest as "Declarant" under the Declaration pursuant to Section 1(e) of the Declaration.

**C.** Declarant owns a Lot.

**D.** Pursuant to Section 10(c) of the Declaration, Declarant is authorized to amend the Declaration.

**E.** Declarant desires to amend the Declaration as set out below.

**NOW, THEREFORE,** Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Section 10(b) of the Declaration is hereby deleted and the following new Section 10(b) of the Declaration is inserted in lieu thereof:

(b) The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. In addition to the rights and remedies of the Declarant,

the Directors and the Owner(s) specified in this Declaration, the Directors shall have the right to levy a monetary fine to enforce all of the covenants, conditions, restrictions and provisions of this Declaration. Such fine shall not exceed Fifty and 00/100 Dollars (\$50.00). The Directors shall provide Owner(s) with written notice of such violation or threatened violation no less than ten (10) days prior to levying such fine. The Directors may levy such fine for each day that the violation or threatened violation continues beyond the ten (10) days after the Directors send written notice to such Owner pursuant to this Section. Such fines shall be collected and enforced in the same manner as a special assessment levied pursuant to Section 5(d) of this Declaration. The Declarant and any Lots owned by Declarant shall be exempt from any such fines. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 5(g) of the Declaration and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Clerk of Jefferson County, Kentucky, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

2. Section 10(h) of the Declaration is hereby deleted and the following new Section 10(h) is inserted in lieu thereof.

(h) The following actions will require prior approval of the Federal Housing Administration or the Veterans Administration to the extent such agency(ies) insure, guaranty or hold any debt secured by a mortgage, deed of trust or other security interest encumbering a Lot and such consent is required by such agency(ies): annexation of additional properties and dedication of additional Common Properties.

3. Any provision not amended in this Amendment shall continue in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of Declarant below:

**McBride & Son Homes Louisville, LLC**  
**A Missouri limited liability company**

**By: McBride & Son Homes, Inc.,**  
**Manager**

By: *JM Berger*  
Name: Jeffrey M. Berger, Secretary  
Date: 10/22/09

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF ST. LOUIS    )

On this 22 day of October 2009, before me personally appeared Jeffrey M. Berger, Secretary of McBride & Son Homes, Inc., Manager of McBride & Son Homes Louisville, LLC, to me known, who being by me duly sworn did say that he executed the above instrument as the free and voluntary act and deed of McBride & Son Homes Louisville, LLC.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Donna L. Knese*  
Notary Public

My term expires:  
12/6/11



DONNA L. KNESE  
My Commission Expires  
December 6, 2011  
St. Charles County  
Commission #07510086

THIS INSTRUMENT PREPARED BY:

*Clifford H. Ashburner*  
Clifford H. Ashburner  
BARDENWERPER, TALBOTT & ROBERTS, PLLC  
8311 Shelbyville Road  
Louisville, KY 40222  
(502) 426-6688

**EXHIBIT "A"**

**Legal Description**

Being Lots 1-83 inclusive, and open space Lots 84, 85, 86 on record plats of Woodlands Creek prepared by Mindel Scott and Associates, Inc. of record in Plat Book 51, Page 79 in the office of the Clerk of Jefferson County, Kentucky.

Document No.: DN2009165233  
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Transfer Tax: .00  
County Clerk: BOBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: TERHIG

**END OF DOCUMENT**