

01-11213604-03R

WHEN RECORDED RETURN TO:
 OLD REPUBLIC TITLE
 ATTN: POST CLOSING
 530 SOUTH MAIN STREET
 SUITE 1031
 AKRON, OH 44311

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

THIS THIRD AMENDMENT TO WOODLANDS CREEK SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**Third Amendment**") is made and executed this 30th day of April, 2012 by McBride & Son Homes Louisville, LLC, a Missouri limited liability company ("**Declarant**").

WHEREAS, McBride & Son Homes Land Development, Inc. ("**Original Declarant**") recorded that certain Woodlands Creek Subdivision Declaration of Covenants, Conditions and Restrictions on June 12, 2006 in Deed Book 8848, Page 798 of the Jefferson County land records, which was amended by that certain First Amendment to the Woodlands Creek Subdivision Declaration of Covenants, Conditions and Restrictions recorded on October 10, 2007, in Deed Book 9119, Page 155, and was further amended by that certain Amendment to the Woodlands Creek Subdivision Declaration of Covenants, Conditions and Restrictions recorded on November 2, 2009, in Deed Book 9478, Page 246 (as amended, the "**Declaration**") against the property described on Exhibit A attached hereto and incorporated herein (the "**Property**");

WHEREAS, the Original Declarant conveyed the Property to Declarant, and therefore, pursuant to Section 1(e) of the Declaration, McBride & Son Homes Louisville, LLC became the Declarant;

WHEREAS, Declarant owns a Lot;

WHEREAS, pursuant to Section 10(c) of the Declaration, Declarant is authorized to amend the Declaration so long as Declarant owns a Lot; and

WHEREAS, Declarant, by this Third Amendment, desires and intends to amend the Declaration in accordance with the aforesaid rights as set forth hereinbelow.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the Declaration and herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to the right and authority granted in the Declaration, Declarant hereby amends the Declaration as follows:

1. The recitals set forth above and the exhibits attached hereto are incorporated into this Third Amendment by reference in their entirety.
2. The Declaration is hereby amended by inserting the following as Section 10(k) at the end of Section 10:

Notwithstanding anything to the contrary contained in this Declaration, including Section 10(d) of the Declaration, in connection with any assignment of any or all of the special rights and obligations of Declarant set forth in the Declaration to a party who is not an affiliate of the Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title following foreclosure of a mortgage, such successor may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all such Declarant rights to any person acquiring title to one or more Lots owned by the successor, or until recording an instrument permitting exercise of all those rights, such successor may not exercise any such Declarant rights under this Declaration other than any right held by his transferor to vote as a Class B member in accordance with the provisions of Section 3 for the duration of the period specified therein, and any attempted exercise of such rights is void. So long as such successor may not exercise Declarant rights under this subsection except as specifically allowed herein, such successor shall not be subject to any liability or obligation as a Declarant under this Declaration.

3. All other provisions of the Declaration remain in full force and effect.
4. Capitalized words and phrases used but not specifically defined in this Third Amendment shall be given the meaning set forth in the Declaration.
5. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, the provisions of this Third Amendment shall prevail and control.
6. Declarant hereby represents and warrants that the person signing this Third Amendment on behalf of Declarant is duly authorized to execute and deliver this Third Amendment and to legally bind the party on whose behalf this Third Amendment is signed to all of the terms, covenants and conditions contained in this Third Amendment.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed as of the day and year first written above.

DECLARANT:

McBRIDE & SON HOMES LOUISVILLE, LLC
a Missouri limited liability company

By: MCBRIDE & SON HOMES, INC.,
Managing Member

By: Michael D Arri Treas
Michael D. Arri, Treasurer

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 30th day of April, 2012, before me appeared Michael D. Arri, to me personally known, who, being by me duly sworn did say that he is the Treasurer of McBride & Son Homes, Inc., the Managing Member of McBride & Son Homes Louisville, LLC, and that the within instrument was signed on behalf of said company by authority of its members, and said Treasurer subscribed and swore to and acknowledged said instrument to be the free act and deed of said company.

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

Angela Lynn Carter
Name (print): Angela Lynn Carter
Notary Public

My Commission Expires:
2-25-13



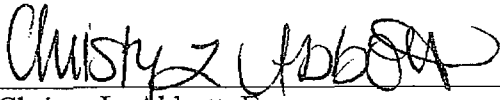
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SITUATED IN THE COUNTY OF JEFFERSON, STATE OF KENTUCKY:

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, PAGES 78 AND 79, IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY.

This Instrument was prepared by:



Christy L. Abbott, Esq.
Lewis, Rice & Fingersh, L.C.
600 Washington Ave., Suite 2500
St. Louis, MO 63101
(314) 444-7600

END OF DOCUMENT

Document No.: DN2012078468
Lodged By: OLD REPUBLIC NATIONAL TIT
Recorded On: 06/04/2012 09:45:34
Total Fees: 19.00
Transfer Tax: .00
County Clerk: ROBBIE HOLSCAW-JEFF CO KY
Deputy Clerk: JOLCAR