

**SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WOODMONT SUBDIVISION
PHASE 2**

JEFFERSON COUNTY, KENTUCKY

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Woodmont Subdivision, Phase 2 ("Supplemental Declaration") is made on this _____ day of October, 1999, by Woodmont, LLC, a Kentucky limited liability company, with an address of 1510 Citizens Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202 ("Developer").

WHEREAS, Developer caused a certain Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 1-A, to be duly recorded in Deed Book 7140, Page 779, in the Office of the Clerk of Jefferson County, Kentucky, on November 20, 1998 ("Prior Declaration"), for the purpose of creating a residential subdivision (the "Subdivision") in multiple phases (individually, a "Phase"); wherein said Prior Declaration having been amended by Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 1-B, ("Supplemental Declaration") and duly recorded in Deed Book 7154 Page 139, in the Office of the Clerk of Jefferson County, Kentucky, on December 16, 1998.

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, to be added to the Subdivision as an additional Phase.

NOW, THEREFORE, Developer hereby declares that a portion of the Subdivision consisting of "Phase 2", as hereinafter defined, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in the Prior Declaration and Supplemental Declaration, which are for the purpose of protecting the value and desirability of the Subdivision. The easements, restrictions, covenants, and conditions shall: (i) run with the land contained in the Subdivision; (ii) be binding on all parties having any right, title, or interest in the Subdivision, their heirs, successors, and assigns; and (iii) inure to the benefit of each owner.

1. Amendment to Section 1/Amendment. Section 1 and Amendment of the Prior Declaration and the Supplemental Declaration, entitled "The Property" and "Amendment", respectively, are hereby amended to include the following described property ("Phase 2") in addition to the property currently subject to and described in the Prior Declaration and Supplemental Declaration:

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BEING Lots 54 through 117 as shown on the plat of Woodmont, LLC, Phase 2, of record in Plat and Subdivision Book 416, Page 1-2 in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING part of the same property acquired by Woodmont, LLC, by Deed from Dr. John R. and Mrs. Elaine M. Smith, husband and wife, dated January 9, 1998, of record in Deed Book 6984, Page 0600 and Deed dated June 30, 1999, of record in Deed Book 7273, Page 0362, and by Deed from Larry R. Anderson and Dessie M. Anderson, husband and wife, dated February 12, 1998, of record in Deed Book 6998, Page 0897, all Deeds of record in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

The term "Lot", as used in the Prior Declaration and Supplemental Declaration, shall include any lot or similar property as delineated on the Plat of Phase 2.

The term "Lot Owner", as used in the Prior Declaration and Supplemental Declaration, shall include the owner or owners of any Lot in Phase 2.

2. Article III, Section 3: Article III, Section 3, Subsections B and C of the Prior Declaration shall be amended as follows:

- B. The ground floor of a one and one-half story house shall be a minimum of thirteen hundred (1,300) square feet with a total minimum area of two thousand three hundred (2,300) square feet, exclusive of garage.
- C. The ground floor of a two story house shall be a minimum of one thousand one hundred fifty (1,150) square feet with a total minimum area of two thousand three hundred (2,300) square feet, exclusive of garage.

3. Article IV, Section 7: Article IV, Section 7 of the Prior Declaration shall be and is hereby readopted for Phase 2 and is restated for emphasis as follows:

Maximum Annual Assessment. Until the date the clubhouse facility is completed and open for use, the maximum annual assessment shall be set at a rate not to exceed \$15.00 per month per lot. From the date the clubhouse facility is completed and open for use, and for a period of one year, the maximum annual assessment shall be set at a rate of \$49.00 per month per lot. Thereafter, the maximum annual assessment may be increased each year not more than 20 percent above the maximum assessment for the previous year.

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without a vote of two-thirds of each class of members pursuant to the By-laws.

4. Definitions. All capitalized terms not defined herein shall have the same meanings as those set forth in the Prior Declaration and Supplemental Declaration.

5. No Other Modifications. Other than as set forth herein, the Prior Declaration and Supplemental Declaration shall remain in full force and effect.

WITNESS the signature of Developer on this 22nd day of October, 1999.

WOODMONT, LLC
A Kentucky Limited Liability Company

By: Thomas F. Buetow

Name: Thomas F. Buetow

("Developer")

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 22 day of October, 1999, by Thomas F. Buetow for and on behalf of Woodmont, LLC, a Kentucky limited liability company.

Darwin L. Kian
NOTARY PUBLIC

KENTUCKY STATE AT LARGE

My Commission Expires: 6/14/2002

THIS DOCUMENT PREPARED BY:

William H. Cull

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Recorded In Plat Book

No. 46 - 01+02

Part No. _____

Document No.: DH1999174084
Lodged By: WOODMONT
Recorded On: 10/22/1999 03:25:
Total Fees: 12.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO
Deputy Clerk: EVERAY