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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AFFECTING CANTERBROOK FARMS,
SECTION I AND SECTION II {Amendment 1}**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBROOK FARMS (“Declaration”) is made on _____, 1998 by JDK Properties of Kentucky, LLC, a Kentucky limited liability company, whose address is 225 South Hurstbourne Parkway, Suite 103, Louisville, Kentucky 40222 (“Developer”)

WHEREAS, Developer owns certain real property in Jefferson County, Kentucky that is to be developed as a residential subdivision, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, it is the desire and intention of Developer to develop the real property herein or hereafter made subject to this Declaration in accordance with the provisions of the Declarations and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision, development and improvement for the benefit of such real property and for the benefit of Developer, its successors and assigns, and purchasers of portions of such real property in Canterbrook Farms, and it is further intended that said rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all such real property should be owned, held, used, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of the Declaration; and

WHEREAS, pursuant to such general and common plan and scheme of subdivision, development and improvement for Canterbrook Farms Developer desires to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of this Declaration.

NOW, THEREFORE, the Developer hereby declares that all of the platted Lots (initially Lots 1 through 7 as shown on the plat filed simultaneously herewith) located within the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased rented, used, occupied and improved, subject to the following Covenants, Conditions and Restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability

and attractiveness of the Subdivision as a whole and each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title, or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any of the Property.

1. No lots shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single dwelling designated for the occupancy of one family (including any domestic servants living on the premises). Notwithstanding the foregoing, a lot may be used for a "home occupation" as such term is strictly construed under the zoning district regulations for Louisville and Jefferson County; further, a new house on a lot may be used by a builder thereof as a model home for display or for the builder's own office, provided the use terminates within one year from completion of house.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than four (4) cars, which garage shall be faced with the same exterior material as the house.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building set back lines on the recorded plat.
4. The floor areas of any residence erected on any tract, exclusive of porches and garages and with or without basements, shall be as follows:
 - A. One-floor plan residence shall have no less than 1700 square feet on the main floor.
 - B. Full two-story residences shall have no less than 2600 total square feet.
 - C. One and one-half and one and three-quarter story residences shall have no less than 1400 square feet on the first floor.
 - D. Finished basement areas, garages and open porches are not included in computing floor areas.
 - E. All residences shall have attached garages. No front entry garages shall be allowed.
5. No building, fence, wall or other improvement, including detached garage, (hereinafter "structure") shall be erected, placed or altered on any lot until the construction plans, building specification and a plan showing (i) the location of improvements on lot. (ii) the grade elevation, including rear, front and side elevations. (iii) the type of exterior material (developer may request a sample), and (iv) the location and design of driveway, shall have been approved in writing by Developer or its assignee. The exterior building materials of

structures shall be either brick, stone, brick veneer, stone veneer, dryvit, wood or vinyl or aluminum siding or a combination of same. The use of other building materials shall not be permitted unless approved in advance by Developer or its assignee. The primary roof pitch of any residential structure shall not be less than seven (7) inches vertical for every twelve (12) inches horizontal. Reference to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval.

6. All fencing shall be black four (4) board horse fence constructed of oak or poplar wood. No other fencing shall be allowed unless approved by Developer.
7. No hunting shall be allowed on any lot.
8. All homes upon completion shall be landscaped. A landscape plan shall first be submitted to Developer for approval. Each lot owner shall plant a minimum number of two (2) trees with a minimum diameter of two (2") inches within ninety (90) days of completion of home on the lot.
9. Each lot owner shall construct the finished paved driveway within twelve (12) months weather permitting after completion of single family dwelling. All driveways shall be finished concrete or asphalt.
10. All mailbox and paper box holders placed on any lot shall be of a design approved by Developer. No brick, stone or masonry mail boxes or columns shall be placed on any lot unless approved in advance by Developer.
11. The total number of accessory buildings, in addition to the garages shall not exceed two on any lot and no basement garage, trailer, barn or any other accessory building shall be used as a residence at any time, temporarily or permanently. Roof pitches for any accessory building shall not be less than 7/12. As previously stated in paragraph (5) regarding the approval of any structure, any and all buildings are deemed "structure" and shall require written approval by "Developer".
12. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be in sanitary containers, and said containers shall have a lid in place during use. Garbage that is placed in garbage bags or similar devices shall be stored within sanitary containers. Other than possible municipal trash collection, which shall be at the direction of such municipality, there shall be only one sanitation company approved for collecting garbage in the subdivision from each lot. The approval of such sanitation company shall be made by Developer or its assignee. If a lot owner fails to pay the fees charged by the approved sanitation company, the Developer or its assignee may make such payment and assess the lot owner for such charge. The owner of that lot shall, within five (5) days after receipt of such statement, reimburse Developer or its assignee for such charge, together with allowable statutory interests. Developer or its assignee shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments. Such lien may be

enforced by foreclosure.

13. Vehicles:

- A. No trailer, recreational vehicle (“RV”), camper trailer, camping vehicle or boat shall be parked or kept on any lot or on any street in the subdivision at anytime unless housed in a garage or basement.
- B. No commercial vehicle shall be parked or kept on any lot outside of a garage or on any street in the subdivision in excess of six hours in any given 24 hour period or except when used as part of a temporary construction or repair activity on the lot. “Commercial vehicle” is defined as a vehicle meeting any one of the following characteristics: (i) having dual rear wheels, (ii) having a design load carrying capacity of more than one ton, (iii) being designed to carry more than nine passengers including driver, (iv) being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or (v) advertising a business or containing on its exterior any business information in excess of the business name on the driver’s side door of the vehicle, or (vi) being a tractor, other farm machinery or construction-type vehicle not otherwise exempted from this definition of commercial vehicle.
- C. No motor vehicle shall be continuously or habitually parked on any street, public right-of-way, or common area of subdivision.
- D. Notwithstanding A - C, any motor vehicle may be temporarily parked (for a period of seven days or less during any calendar year) upon any legal driveway or street in the subdivision.

14. No fence, growing fence, shrubbery or bush shall be placed or maintained on any easement for access to any portion of the subdivision

15. No commercial advertising shall be permitted. However, a sign not exceeding six square feet may be used for the purpose of advertising a lot for sale. The sign shall only be placed on the lot that is for sale.

16. All lots shall be limited to not exceed two ~~(2) horses or ponies~~ (3) horses or ponies {amendment 2}. Dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the geographic area) may be kept, provided they are not kept, bred, or maintained for any commercial or breeding purposes. No other animals shall be allowed on any lot.

17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or a nuisance to the neighborhood.

18. Each owner of a lot, at its sole cost and expense, repair his residence, keeping it in condition comparable to the condition of such residence at the time of its initial construction, excepting

any normal wear and tear.

19. Each owner of a lot shall keep the grass on the lot properly cut, shall keep the lot free from trash and shall keep it otherwise attractive in appearance. Should any lot owner fail to do so, the Developer or the Association hereinafter referenced may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in doing so, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessment provided hereinafter to secure the repayment of such amount. The authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas and the areas described in Paragraph 23C below, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority, provided, after any such entry the Association shall restore such lot to its former condition. There is an annual mowing fee of \$200 due on January 1 of each calendar year for unimproved tracts.
20. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which substantially restores it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.
21. Drainage of each lot shall conform to the general drainage plans for the subdivision. Before any construction activity may begin on a lot, the owner shall construct a 12-inch drainage culvert at the street swale and a temporary construction access to the property over which all construction traffic shall enter and exit said lot. Upon construction completion the culvert shall have a creekstone headwall installed at each end of the culvert. The creekstone headwall shall be of a design as approved by the Developer.
22. Builder/Contractor requirements: Contractors shall pay a \$725.00 Fee to Developer upon receiving construction plan approval. The fee shall be placed in a fund to insure against damage to Bridle Gate Drive and/or Pasafino Drive by construction vehicles. Funds which are not used to make repairs shall be refunded upon completion of home.
23.
 - A. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Canterbrook Farms Homeowners Association, Inc. ("Association"). Such owner and member shall abide by the Associations By Laws, Articles of Incorporation, rules and regulations if any, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgage)

automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

- B. The Articles of Incorporation of the Association, which may be amended from time to time, are recorded in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in Canterbrook Farms Subdivision shall be a member of the Association and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of, the Association. Such owner and member shall abide by the Association's by laws, rules and regulations and shall pay the assessments provided for, when due and shall comply with the decisions of the Association's Board of Directors.
- C. The object and purpose of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of common areas, crosswalks, storm drains, basins, fences, street lights and entrances as may be shown on the aforesaid plats, and acceptance of common areas for purposes of operation, maintenance and repair. Common areas, open spaces, private roads, islands in the right-of-way and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and without approval of the Louisville and Jefferson County Planning Commission, provided that the lot owners' easement of ingress and egress, and any public utility easements previously established shall not be affected. Anything to the contrary contained herein notwithstanding the Association herein described and the owners of lots in the subdivision shall be responsible for the maintenance of all common open areas, private roads, islands in the right-of-way and signature entrances so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government.
- D. The Association shall have two classes of voting membership: (1) Class A members shall all be lot owners, with the exception of Developer, and (2) the Class B membership shall be Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified below, whichever occurs earlier. Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of (1) when in its discretion, the Developer so determines, (2) within 90 days following the date when one hundred percent (100%) of the lots which may be developed on the Property as set forth in Article I hereof herein, have been sold by Developer, or (3) January 1, 2020.
- E. Any assessment levied by the Association shall be used only for the purpose generally benefiting the Association. It shall state its purpose and may be used, if necessary, for administrative and legal fees related to the specific assessment. The assessment shall

constitute a lien upon the lot and improvements against which each assessment is made. This lien shall be enforceable against the real estate by foreclosure or otherwise.

- F. The initial assessments hereunder for lots 1 through 7 shall be \$100 per lot. The initial assessments for all other lots to be platted shall be \$200.00 per lot. Beginning January 1,2000, the Board of Directors may from time to time make additional assessments or increase or decrease the assessment The Board of Directors for the Association shall determine the amount of and fix the date of each assessment.
- G. There shall be a general fund which shall cover expenses in addition to maintenance which may be necessary to administer this Declaration and/or any other document(s) and By Laws made on behalf of the Association, and to enforce the general integrity of the agreements forming the Association. At the time that the subdivision is turned over to the Association by the Developer, there shall be minimum cash balance of \$3,000 in the fund of the Association.
- H. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall have the consent of the members of the Association in accordance with the By Laws.
- I. Both annual and special assessments shall be fixed at a uniform rate for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Paragraph 23(D) above. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

24. Lots 27-33 shall not be required to asphalt or concrete their respective driveways.

25. This Declaration shall run with the land and shall be binding on all persons claiming under the perpetually.

26. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and the cost of attorney fees and court costs of the person or persons who are successful in such litigation shall be paid by the person or persons against whom judgment is obtained. Developer or its assignee shall have a lien on the lot of the violating or non-performing party and on the improvements thereon in order to secure the payment of any such amounts, damages, attorneys fees and costs, and such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

27. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.
28. Unless canceled, altered or amended under the provisions of this paragraph, this Declaration shall run with the land and shall be binding on all parties claiming under them for a period of 30 years from the date this document is recorded, after which time it shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change this Declaration in whole or in part. This Declaration may be canceled, altered or amended at any time by a written instrument signed by the owners of the lots with ninety (90%) percent of the votes in the Association and recorded in the Jefferson County Clerk's Office. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and By Laws.
29. Neither the Developer nor the Directors nor Officers of the Association shall be personally liable to the owners for any mistake or judgment for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the Directors and Officers and their respective heirs, executors, administrators, successors and assigns in accordance with the By Laws. This indemnification shall include without limitation indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.
30. In the event of any dispute or disagreement between any owners relating to this subdivision, or any questions of interpretation or application of the provisions of this Declaration or the By Laws, the determination thereof by the Developer and thereafter, or as applicable, Board of Directors of the Association shall be final and binding on each and all such owners.
31. Lots 1 through 6 shall share common driveways as follows: one common driveway for Lots 1 and 2, one common driveway for Lots 3 and 4 and one common driveway for Lots 5 and 6. As to these Lots (1 through 6) only: (a) the owner of each lot shall enjoy reciprocal easements of shared access and passage over, upon, through and across their common driveway; and (b) the cost of all maintenance and repair of said common driveways shall be shared by the owners of the affected lots on a 50/50 basis. All other lots in the Subdivision shall have one driveway per lot.
32. {Added - Amendment 1. Corrected - Amendment 2}
- A perpetual easement is hereby granted for a private roadway and public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains, as shown on the plat filed simultaneously herewith as a "30' Access & Utility Easement", which easement runs across Lot 27 in order to provide access to Lots 24, 25 and 26. Said easement shall be for the benefit of the owners of Lots 24, 25 and 26, their guests and invitees. No

permanent structure of any kind shall be placed on, over or under the land within the easement. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road. It shall be the responsibility of the owners of Lots 24, 25 and 26 to maintain the aforesaid easement in condition similar to that of a public street, free of all debris, snow and ice. Notwithstanding the foregoing, the owners of Lot 24, 25 and 26 shall each pay one-third of the cost of the common maintenance and repair of the easement. If, at any time, said easement area is in need of repair and maintenance, a majority of the lot owners may arrange for such repair and maintenance. Any lot owner who falls to pay his share of said expense promptly upon demand shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

Witness the signature of JDK Properties of Kentucky, LLC

By: _____

Its: _____

STATE OF KENTUCKY
COUNTY OF JEFFERSON

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING CANTERBROOK FARMS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING CANTERBROOK FARMS ("Amendment") is made this day of _____, 1999, by JDK PROPERTIES OF KENTUCKY, LLC, a Kentucky limited liability company, whose address is 225 South Hurstbourne Parkway, Suite 103, Louisville, Kentucky 40222 ("Developer").

WITNESSETH:

WHEREAS, Developer is the current owner of all lots in a certain residential subdivision known as "Canterbrook Farms, Section 1"; and

WHEREAS, Developer desires to amend the Declaration of Covenants, Conditions and Restrictions Affecting Canterbrook Farms, Section 1 of record in Deed Book 7160, Page 474 in the Office of the Clerk of Jefferson County, Kentucky ("Declaration"), pursuant to Paragraph 28 of said Declaration; and

WHEREAS, this Amendment is necessary and desirable to include Canterbrook Farms, Section 2 under the Declaration and to add a new section to the Declaration regarding a common access easement for certain lots;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares as follows:

1. Lots 8 through 33, inclusive, as shown on the plat of Canterbrook Farms, Section 2 filed simultaneously herewith be and hereby are made subject to the Declaration.

2. A new Paragraph 32 is hereby added to the Declaration which shall state as follows:

"32. A perpetual easement is hereby granted for a private roadway and public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains, as shown on the plat filed simultaneously herewith as a "30' Access & Utility Easement", which easement runs across Lot 20 in order to provide access to Lots 17, 18 and 19. Said easement shall be for the benefit of the owners of Lots 17, 18 and 19, their guests and invitees. No permanent structure of any kind shall be placed on, over or under the land within the easement. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road. It shall be the responsibility of the owners of Lots 17, 18 and 19 to maintain the aforesaid easement in condition similar to that of a public street, free of all debris, snow and ice. Notwithstanding the foregoing, the owners of Lot 17, 18 and 19 shall each pay one-third of the cost of the common maintenance and repair of the easement. If, at any time, said easement area is in need of repair and maintenance, a majority of

the lot owners may arrange for such repair and maintenance. Any lot owner who fails to pay his I share of said expense promptly upon demand shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property. "

3. The real property, more fully described in the Declaration and in this Amendment, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions Affecting Canterbrook Farms, Sections 1 and 2 to be executed on this ~ day of _____, 1999.

JDK PROPERTIES OF KENTUCKY, LLC

STATE OF KENTUCKY, COUNTY OF JEFFERSON

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 1999, Ken Blacketer, Member of JDK Properties of Kentucky, LLC, 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 JDK Properties of Kentucky, LLC, a Kentucky limited liability company.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING CANTERBROOK FARMS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING CANTERBROOK FARMS ("Amendment") is made this ____ day of _____, 1999, by JDK PROPERTIES OF KENTUCKY, LLC, a Kentucky limited liability company, whose address is 225 South Hurstbourne Parkway, Suite 103, Louisville, Kentucky 40222 ("Developer").

WITNESSETH:

WHEREAS, Developer is the current owner of all lots in a certain residential subdivision known as "Canterbrook Farms, Sections 1 and 2"; and

WHEREAS, Developer desires to amend the Declaration of Covenants, Conditions and Restrictions Affecting Canterbrook Farms of record in Deed Book 7160, Page 474 in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions Affecting Canterbrook Farms of record in Deed Book 7182, Page 833 in the Office aforesaid ("Declaration"), pursuant to Paragraph 28 of said Declaration; and

WHEREAS, this Amendment is necessary and desirable to correct the lot numbers specified in paragraph 32 of the First Amendment to the Declaration and to amend paragraph 16 in order to allow one additional horse on each lot;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares as follows:

1. Paragraph 32 as set forth in the First Amendment to the Declaration is hereby amended to read as follows:

"32. A perpetual easement is hereby granted for a private roadway and public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains, as shown on the plat filed simultaneously herewith as a "30' Access & Utility Easement", which easement runs across Lot 27 in order to provide access to Lots 24, 25 and 26. Said easement shall be for the benefit of the owners of Lots 24, 25 and 26, their guests and invitees. No permanent structure of any kind shall be placed on, over or under the land within the easement. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road. It shall be the responsibility of the owners of Lots 24, 25 and 26 to maintain the aforesaid easement in condition similar to that of a public street, free of all debris, snow and ice. Notwithstanding the foregoing, the owners of Lot 24, 25 and 26 shall each pay one-third of the cost of the common maintenance and repair of the easement. If, at any time, said easement area is in need of repair and maintenance, a majority of the lot owners may arrange for such repair and maintenance. Any lot owner who falls to pay his

share of said expense promptly upon demand shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property. "

2. Paragraph 16 of the Declaration is hereby amended to read as follows:

"All lots shall be limited to three (3) horses or ponies per lot. Dogs, Cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the geographic area) may be kept, provided they are not kept, bred, or maintained for any commercial or breeding purposes. No other animals shall be allowed on any lot."

3. The real property, more fully described in the Declaration and in this Amendment, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Declaration of Covenants, Conditions and Restrictions Affecting Canterbrook Farms, Sections 1 and 2 to be executed on this ____ day of _____, 1999.

JDK PROPERTIES OF KENTUCKY, LLC

By: Ken Blacketer, Member

STATE OF KENTUCKY, COUNTY OF JEFFERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 1999, Ken Blacketer, Member of JDK Properties of Kentucky, 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 JDK Properties of Kentucky, LLC, a Kentucky limited liability company.