

Pickup

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**AMENDMENT NUMBER ONE AND
SUPPLEMENT NUMBER TWO TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR SUMMER'S CABIN AT OAKWOOD**

This Amendment Number One and Supplement Number Two to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summer's Cabin at Oakwood, is made this 20th day of November, 2018, by and between DOGWOOD HOMES OF KENTUCKY, LLC, a Kentucky limited liability company (the "Declarant") and SUMMER'S CABIN AT OAKWOOD HOMEOWNERS' ASSOCIATION, INC., a non-profit Kentucky corporation (the "Association"), under the following circumstances:

A. Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summer's Cabin at Oakwood (Round Rock – Section 1) on November 6, 2017 (hereinafter referred to as the "Original Declaration"), which Original Declaration was recorded on November 17, 2017 in Deed Book 933, Page 383 of the Records of the Bullitt County, Kentucky Clerk's Office; and

B. Declarant executed the Supplement Number One to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summer's Cabin at Oakwood (Summers Cabin at Oakwood – Section 1) on February 2, 2018 and recorded in Deed Book 938, Page 255 of the Records of the Bullitt County, Kentucky Clerk's Office ("Supplement Number One"), together with the Original Declaration collectively defined as the "Declaration"; and

C. Pursuant to Section 14.2 of the Original Declaration, during the Development Period, the President of the Association and the Declarant may amend the Declaration upon the consent of Owners of at least sixty seven percent (67%) of all Lots located on the Property, which Property is more particularly described on Exhibit A attached hereto and made a part hereof; and

D. Further, Declarant is the owner of the real property described in the attached Exhibit B; and

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E. Declarant desires to annex to the Declaration the real property described in the attached Exhibit B, in accordance with the provisions of Article 8 of the Declaration.

NOW, THEREFORE, the Declarant and the Association hereby amend the Declaration and Declarant hereby declares that the real property described in the attached Exhibit B is hereby annexed to and made subject to the provisions of the Declaration.

1. All capitalized terms used herein which would not otherwise be capitalized shall have the same meanings ascribed to such terms in the Declaration unless otherwise specifically defined herein.

2. Section 5.2(e) - Fences. This Section shall be deleted in its entirety and replaced with the following:

“(e) Fences. Except for those fences installed on the Property by the Builder or Developer, no fences shall be erected on any part of a Lot without the prior approval of either Declarant or the Architectural and Maintenance Committee in accordance with Section 5.2(b) of the Declaration. **The Developer reserves the right, during the Development Period, to place fencing and/or landscaping on any Lot for the beautification of the community.**”

3. Section 5.2(f) – Swimming Pools. This Section is hereby deleted in its entirety and replaced with the following:

“(f) Swimming Pools. No swimming pools shall be erected or placed on any Lot, unless the design and placement thereof, including fencing and landscaping, are first approved by either Declarant or the Architectural and Maintenance Committee in accordance with Section 5.2(b) of the Declaration.”

4. Pursuant to the provisions of Section 14.2, the President of the Association and Declarant, by execution of this instrument, hereby certify that at least sixty-seven percent (67%) of all Owners of Lots located on the Property have approved the amendment to the Declaration provided in Section 2 and 3 above.

5. Further, the definitions of “Lots” and “Property” in the Declaration shall be deemed amended to include the real property described in Exhibit B hereto.

6. The Property shall be held, sold, used and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration as amended by this Amendment, and the covenants, restrictions and liens provided herein, which shall run with the land and real property, shall be binding on all parties having any right, title or interest in

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such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of Lots in the Subdivision.

7. All provisions of the Declaration and of all exhibits thereto not affected by the foregoing Amendment shall remain in full force and effect.

[The Remainder of this Page is Intentionally Left Blank, Signature Page to Follow]

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IN WITNESS WHEREOF, the said Declarant and the Association, by its duly authorized officers, have caused this Amendment Number One and Supplement Number Two to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summer's Cabin at Oakwood to be signed as of the day and year first above written.

DECLARANT:

DOGWOOD HOMES OF KENTUCKY, LLC, a
Kentucky limited liability company

By: _____

Richard Miles, as President

ASSOCIATION:

SUMMER'S CABIN AT OAKWOOD
HOMEOWNERS' ASSOCIATION, INC.,
a Kentucky not-for-profit corporation

By: _____

Name: _____

President

COMMONWEALTH OF KENTUCKY :

COUNTY OF Bullitt :

: SS



KEITH A. MAYES

Notary Public - State at Large, Kentucky

My Commission Expires Oct. 22, 2021

Notary ID 586827

The foregoing instrument was acknowledged before me this 20 day of Nov., 2018 by Richard Miles, as President of DOGWOOD HOMES OF KENTUCKY LLC, a Kentucky limited liability company, on behalf of the limited liability company.

Notary Public

Keith A. Mayes

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COMMONWEALTH OF KENTUCKY

COUNTY OF

Bullitt

: SS



KEITH A. MAYES

Notary Public - State at Large, Kentucky
My Commission Expires Oct. 22, 2021
Notary ID 586627

The foregoing instrument was acknowledged before me this 20 day of Nov., 2018 by Richard Miles, as the President of SUMMER'S CABIN AT OAKWOOD HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Kentucky corporation, on behalf of the not-for-profit corporation.

Notary Public

Keith A. Mayes

This Instrument Prepared By:

Jody T. Klekamp
Jody T. Klekamp, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street
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Cincinnati, Ohio 45202
(513) 579-6954

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EXHIBIT A

Legal Description of the Property

TRACT 1:

The following land is situated in the County of Bullitt, Commonwealth of Kentucky, and is identified as follows:

Being all of Lots 101 through 118, all inclusive, of Round Rock, Section 1, which plat is recorded in Plat Cabinet 4 Slide 7, in the Office of the Clerk of Bullitt County.

Lots

101 through 118

PIDN

052-000-00-014

TRACT 2:

The land referred to is situated in the County of Bullitt, Commonwealth of Kentucky, and is identified as follows:

Being all of Lots 101 through 106, 110 through 134, all inclusive, Lots 107 and 108 of Summers Cabin at Oakwood, Section 1, which plat is recorded in Plat Cabinet 4 Slide 111 in the Office of the Clerk of the Bullitt County Court.

Lots

101 through 106, 110 through 134
Lots 107 and 108

PIDN

052-000-00-014

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EXHIBIT B

Legal Description of the Property to be Annexed to Declaration

The land referred to is situated in the County of Bullitt, Commonwealth of Kentucky, and is identified as follows:

Being all of Lots 201 through 203, 205, 207, 209 through 211, 213, 214, 217, 219 through 223, 225, 227 through 236 of Round Rock, Section 2, which plat is recorded in Plat Cabinet 4, Page 117 of the Office of the Clerk of Bullitt County Court.

Lots

Lots 201 through 203, 205, 207,
209 through 211, 213, 214, 217,
219 through 223, 225, 227 through 236

PIDN

052-000-00-014

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CONSENT AND ACKNOWLEDGMENT

The undersigned, FISCHER HOMES OF LOUISVILLE, LLC, a Kentucky limited liability company ("Fischer Homes of Louisville"), as fee owner of Lots 201, 202, 203, 205, 207, 209-211, 213, 214, 220-223, 228-230, 232 and 236 of Summer's Cabin at Oakwood, as further described on **Exhibit B** of the Amendment (collectively, the "Lots") hereby consents to the execution and delivery of the foregoing Amendment Number One and Supplement Number Two to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summer's Cabin at Oakwood (the "Amendment"), and to the filing thereof in the Bullitt County, Kentucky Clerk's Office. Prior to the recording of the Amendment, fee simple title to the Lots was transferred to Fischer Homes of Louisville. Therefore, Fischer Homes of Louisville hereby agrees that the covenants, restrictions and conditions contained in the Amendment shall run with the land and bind Fischer Homes of Louisville and each immediate and remote successor owner of the Lots owned by Fischer Homes of Louisville and their respective legal heirs and assigns.

IN WITNESS WHEREOF, Fischer Homes of Louisville, LLC, a Kentucky limited liability company, has caused the execution of this Consent and Acknowledgment as of this 20th day of November, 2018.

FISCHER HOMES OF LOUISVILLE, LLC, a
Kentucky limited liability company

By: _____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
 : SS:
COUNTY OF BOONE)



KEITH A. MAYES
Notary Public - State of Kentucky
My Commission Expires Oct. 22, 2021
Notary ID 586627

The foregoing instrument was acknowledged before me this 20 day of Nov., 2018 by Richard Miles, as Market President of FISCHER HOMES OF LOUISVILLE, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

Notary Public

8721009.2

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DOCUMENT NO: 607506
RECORDED: November 20, 2018 11:36:00 AM
TOTAL FEES: \$31.00
COUNTY CLERK: KEVIN MOONEY
DEPUTY CLERK: RITA
COUNTY: BULLITT CO CLERK
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