

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "First Amendment") for Little Spring Farm Subdivision is made on this 2<sup>nd</sup> day of March, 2004, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as "Developer"), a Kentucky limited liability company having a mailing address of 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

**WHEREAS**, Developer is the owner of certain real property in Jefferson County, Kentucky being developed as a residential subdivision;

**WHEREAS**, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the "Original Declaration"), the Developer declared certain property described in Exhibit A to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

**WHEREAS**, Article I, Section 2 of the Original Declaration permits Developer to subject additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration;

**WHEREAS**, Developer subjected additional real property described in Exhibits B and C in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration by Supplemental Declaration of Covenants, Conditions and Restrictions dated July 31, 2003, recorded in Deed Book 8206, Page 218 in the office aforesaid (the "First Supplemental Declaration"), and Supplemental Declaration of Covenants, Conditions and Restrictions dated December 16, 2003 and recorded in Deed Book 8321, Page 539 in the office aforesaid (the "Second Supplemental Declaration");

**WHEREAS**, Article VI, Section 3 of the Original Declaration provides that so long as Developer owns any lot it may unilaterally amend the Original Declaration as Developer may elect, in its sole discretion, so long as such amendment does not materially adversely affect the then-existing private single-family residential nature of the developed residential phases of Little Spring Farm; and

WHEREAS, Developer desires to amend the Original Declaration, First Supplemental Declaration and Second Supplemental Declaration (collectively, the "Declaration") as hereinafter set forth.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article IV, Section 6 of the Declaration is hereby amended to provide in its entirety as follows:

"SECTION 6:

Maximum Annual Assessment. Until July 1, 2004, the maximum annual assessment shall be set at a rate not to exceed \$588.00 per year per lot. Thereafter, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum permitted assessment for the previous calendar year unless such larger increase is approved by the affirmative vote of two-thirds of the Community Association members then permitted to vote pursuant to this Declaration."

2. Article VI, Section 3 of the Declaration is hereby amended to provide in its entirety as follows:

"SECTION 3:

Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot, and all parties claiming under them. If Developer, its designated successors or assigns, as applicable, then owns any lot subject to this Declaration, then this Declaration may not be canceled, altered or amended in whole or in part without the prior written consent of Developer, which consent may be given or withheld in Developer's sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot subject to this Declaration, (i) this Declaration may hereafter be unilaterally altered or amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, and (ii) Developer may otherwise unilaterally alter or amend this Declaration as Developer may elect, in its sole discretion, provided that any such alteration or amendment pursuant to this subpart (ii) shall not materially adversely affect the then-existing private single-family residential nature of the developed residential phases of Little Spring Farm.

At such time as neither Developer nor its expressly designated successors or assigns, as applicable, owns any lot subject to this Declaration or upon such earlier date as Developer may elect in its sole discretion by written notice given to the Board of Directors of the Community Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the Jefferson County, Kentucky Clerk's Office in which the Community Association certifies that (i) such cancellation, amendment or alteration was approved by the owners of seventy-five percent (75%) of the lots subject to this Declaration, and (ii) Developer has provided its written consent to such cancellation, amendment or alteration, if required above. Except to the extent permitted in the immediately preceding sentence, this Declaration may not be amended, modified or cancelled by the lot owners, Community Association or Board of Directors, such right being exclusively reserved herein to the Developer as provided above. The owners of lots entitled to vote on such cancellation, amendment or alteration shall be those lot owners on a date designated by the Board of Directors of the Community Association and such cancellation, amendment or termination shall be approved by the affirmative vote of 75% of the lot owners as of that date. The President and Secretary of the Community Association shall certify such affirmative approval by 75% of the lot owners and file appropriate amendments, modifications, or terminations in the office of the Clerk of Jefferson County, Kentucky effective as of the date indicated. Such amendments, modifications or terminations shall be effective as of the date reflected therein and such date shall not be earlier than the date selected by the Board of Directors of the Community Association as the effective date for lot owners to be entitled to vote on any such amendments, modifications or terminations of this Declaration."

IN TESTIMONY WHEREOF, witness the signature of Developer by its duly authorized officer on this 2<sup>nd</sup> day of March, 2004.

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC, a Kentucky limited liability company  
Its: Member

By: S. Lee Mattingly  
S. Lee Mattingly, Manager of  
Trinity Capital, LLC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing instrument was sworn to, subscribed and acknowledged before me by S. Lee Mattingly, Manager of Trinity Capital, LLC, a member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said entities this 2nd day of MARCH, 2004.

My commission expires: 2-19-2008

Kelli J. Purce

NOTARY PUBLIC

## State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Daniel M. Little

Daniel M. Walter, Esq.

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Exhibit A

BEING lots 1 through 32, 44 through 51, 54 through 76, 85 and 86 as shown on the plat of Little Spring Farm Subdivision, Section 1A, of record in Plat and Subdivision Book 48, Page 81 in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit B

BEING lots 77 through 84, 87 through 154, 156 and 157 as shown on the plat of Little Spring Farm Subdivision, Section 1B, of record in Plat and Subdivision Book 49, Page 3, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit C

BEING lots 33 through 43, 52, 53, 155, and 197 through 204 as shown on the plat of Little Spring Farm Subdivision, Section 1C, of record in Plat and Subdivision Book 49, Page 44, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

END OF DOCUMENT

Document No.: DN2004037665  
Lodged By: ACKERSON  
Recorded On: 03/05/2004 09:49:29  
Total Fees: 20.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: EVMAY