

**AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**LANDHERR ESTATES, SECTIONS ONE, TWO, THREE "A" AND THREE "B"**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LANDHERR ESTATES SUBDIVISION ("Amendment") is made at the direction of and caused to be recorded by LANDHERR ESTATES HOMEOWNERS ASSOCIATION, INC., A KENTUCKY NON-PROFIT CORPORATION (the "Association"), whose principal address is 12101 Landherr Court, Louisville, KY 40299.

WITNESSETH:

**WHEREAS**, the Association is the current representative for the owners, of all platted lots in a certain residential subdivision known as Landherr Estates Subdivision as shown on plat for Section One of record in Plat and Subdivision Book 43, Pages 36-37, as shown on plat of Section Two of record in Plat and Subdivision Book 44, Page 99, as shown on plat of Section Three "A" of record in Plat and Subdivision Book 47, Page 3, and as shown on plat of Section Three "B" of record in Plat and Subdivision Book 50, Page 8, in the Office of the Clerk of Jefferson County, Kentucky (collectively, the "Landherr Estates Plats"); and

**WHEREAS**, the Developer previously made and declared a Declaration of Covenants, Conditions and Restrictions for Landherr Estates Subdivision, Section One, dated June 4, 1997, which is recorded in Deed Book 6893, Page 78, in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions, Section One dated August 21, 1997, which is recorded in Deed Book 6927, Page 767, and as further amended in Second Amendment dated August 8, 1998, recorded in Deed Book 7158, Page 94, and for Landherr Estates Subdivision, Section Two, dated December 17, 1998, which is recorded in Deed Book 7156, Page 1, in the Office of the Clerk of Jefferson County, Kentucky, and for Landherr Estates Subdivision, Section Three "A", dated November 1, 2000, which is recorded in Deed Book 7538, Page 713, in the Office of the Clerk of Jefferson County, Kentucky, and for Landherr Estates Subdivision, Section Three "B", dated August 13, 2004, which is recorded in Deed Book 8467, Page 854, in the Office of the Clerk of Jefferson County, Kentucky, respectively, in the Office aforesaid (the "Declaration"); and

**WHEREAS**, this Amendment is necessary and desirable to amend Article II, Sections 3 and Article III, Section 29 of each Declaration as hereinafter set forth. These Amendments have been properly adopted pursuant to said Declarations, as confirmed by the affirmation of the Corporation's Secretary and the affirmative action of the owners of at least seventy-five percent (75%) of the lots subject to the restrictions. Except as amended and modified herein, all other terms and conditions of said Declaration of Covenants, Conditions and Restrictions for each Section shall remain unchanged.

**NOW WHEREAS**, Article II, Section 3 originally stated:

Assessment Uses and Collection.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

**NOW THEREFORE**, said Article II, Section 3 is hereby deleted and replaced with the following section:

Assessment Uses and Collection

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. Each lot owner shall bear all of the Association's costs of collection for the lot owner's past due assessments, any late fees or interest due as set and determined by the Board of Directors, including any filing fees, court costs and reasonable attorneys fees which shall also constitute a lien against the lot until paid.

**AND WHEREAS**, Article III, Section 29 originally stated:

Enforcement

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**NOW THEREFORE**, said Article III, Section 29 is hereby deleted and replaced with the following section:

Enforcement

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to



proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Each lot owner shall bear all of the Association's costs of enforcement for any lot owner's violation of any restriction including any fines, late fees or interest due as set and determined by the Board of Directors, and including any filing fees, court costs and reasonable attorney's fees which shall also constitute a lien against the lot until paid.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 25<sup>th</sup> day of September, 2008, by the Secretary of the Association as evidenced below.

**LANDHERR ESTATES HOMEOWNERS  
ASSOCIATION, INC.**

By: 

*Cheryl Miller, Secretary*

COMMONWEALTH OF KENTUCKY )

) SS:

COUNTY OF JEFFERSON )


I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 25 day of September, 2008, that Cheryl Miller, Secretary of Landherr Estates Homeowners Association, Inc., a Kentucky Non-Profit Corporation, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed of Landherr Estates Homeowners Association, Inc.

My Commission Expires: 4-30-2011

  
NOTARY PUBLIC

Notary Public, State at Large, KY  
My commission expires April 30, 2011

THIS INSTRUMENT PREPARED BY:

  
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**RICHARD V. HORNUNG**  
**HEBEL & HORNUNG, P.S.C.**  
6511 Glenridge Park Place #1  
Louisville, Kentucky 40222  
(502) 429-9790

Document No.: DN2008139425  
Lodged By: HEBEL & HORNUNG  
Recorded On: 10/01/2008 03:28:48  
Total Fees: 13.00  
Transfer tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: ANASHO