

SHELBY COUNTY  
**D515 PG688**

**AMENDMENT NO. 3 TO THE  
PROTECTIVE AND RESTRICTIVE COVENANTS  
OF  
MEADOW GLEN, SECTION I and II**

The undersigned, Jagoe Land Corporation (the "Developer" or "Declarant")) is the Developer of a residential subdivision in Shelby County, Kentucky known as Meadow Glen, Section I and Section II (the "Subdivision"), as shown on the plat of record in **Plat Book 7, Page 4** and **Plat Book 8, Page 44**, respectively, in the Office of the Recorder of Shelby County, Kentucky (the "Plat"). The Developer is an owner of one or more lots within the Subdivision (individually, a "Lot" or collectively, the "Lots").

**WHEREAS**, Declarant made and declared the Protective and Restrictive Covenants of Meadow Glenn, Section I (sometimes referred to as Section 1) dated **July 26, 2005**, which is recorded in **Deed Book 473, Page 749**, in the Office of the Shelby County, Kentucky Court Clerk (the "Restrictive Covenants"); and,

**WHEREAS**, Declarant also made and declared a First Amendment to the Restrictive Covenants by instrument dated the **July 11, 2007**, which is recorded at **Deed Book 502, Page 363** in the Office of the Shelby County, Kentucky Court Clerk (the "First Amendment");

**WHEREAS**, Declarant also made and declared a Second Amendment to the Restrictive Covenants by instrument dated the **October 1, 2007**, which is recorded at **Deed Book 506, Page 807** in the Office of the Shelby County, Kentucky Court Clerk (the "Second Amendment") to add Section II to the Subdivision;

**WHEREAS**, pursuant to Section 1.22 of the Restrictive Covenants of the Subdivision, the Developer does hereby further amend the Restrictive Covenants as follows:

The existing Section 1.9. Fences, in the Restrictive Covenants is hereby deleted in its entirety and replaced with the following Section 1.9:

Section 1.9. Fences. Only ornamental fences may be constructed adjacent to any front, side or rear streets in the Subdivision, and any such fence constructed in front of any building setback line may not exceed three (3) feet in height. Ornamental fences may include attractive wood, masonry, ornamental iron, and similar fences, but not chain link or woven wire fencing. Any fences installed in or around the backyard of any Lot in the Subdivision shall be constructed of attractive wood, masonry, ornamental iron or similar materials. No backyard fences shall exceed six (6) feet in height. Backyard fences shall not extend any further than the back corner of the home constructed on the Lot, or the back corner of the home constructed on a Lot immediately adjoining the Lot of the Owner

desiring or undertaking to construct a backyard fence, whichever point is near to the public road in the Subdivision.

Except as specifically amended herein, all other terms and conditions of the Restrictive Covenants are hereby ratified and reaffirmed.

**IN WITNESS WHEREOF**, said Jagoe Land Corporation has caused these presents to be duly executed by its authorized officer, duly attested, this 1 day of Aug., 2008.


JAGOE LAND CORPORATION

By:

  
J. Scott Jagoe, President

STATE OF KENTUCKY )  
COUNTY OF DAVIESS )

Before me, a Notary Public, personally appeared **J. Scott Jagoe**, in his capacity as President of Jagoe Land Corporation, a position known by me to be held by him, and who Acknowledged the execution of the foregoing for and on behalf of said corporation.

  
Notary Public, State at Large  
My Commission Expires: 12-16-09

Prepared by:

**BAMBERGER, ABSHIER & BRANCATO, PLC**  
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By

  
Frank A. Brancato

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