SHELBY COUNTY D506 PG 807

SECOND AMENDMENT TO THE PROTECTIVE AND RESTRICTIVE COVENANTS OF MEADOW GLEN SUBDIVISION TO ADD SECTION II

This Second Amendment to the Protective and Restrictive Covenants of Meadow Glen Subdivision ("Second Amendment") is made at the direction of and caused to be recorded by Jagoe Land Corporation, a Kentucky corporation, (the "Declarant"), whose address is 3624 Wathens Crossing, Owensboro, Daviess County, Kentucky 42301, as an Amendment to Add Section II of the Meadow Glen Subdivision to the Protective and Restrictive Covenants of Meadow Glen, Section 1, and the First Amendment.

WITNESSETH:

WHEREAS, Declarant made and declared the Protective and Restrictive Covenants of Meadow Glenn, 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 "Protective Covenants"); and Declarant also made and declared a First Amendment thereto 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");

AND WHEREAS, this Second Amendment is necessary and desirable to add Lot Nos. 32, 33, 34, 35, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of the residential subdivision in Shelby County, Kentucky known as Meadow Glen, Section 2 as shown on the plat of record in Plat Book _____, Page ______, in the Office of the Recorder of Shelby County, Kentucky, to the Subdivision commonly known as Meadow Glen Subdivision.

Now Therefore, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, and in accord with Article II Section 2.2 of the Protective Covenants, the Declarant hereby declares that Section II of the Meadow Glen Subdivision Lot Nos. 32, 33, 34, 35, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 shall be made a part of and subject to the Protective Covenants and First Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and

SHELBY COUNTY

D506 PG 808

occupied, subject to the conditions and restrictions set forth in the Protective Covenants as if they were included in and made a part of the Protective Covenants and the First Amendment thereto.

- 1. The Protective Covenants, as Amended by the First Amendment, are incorporated herein by reference as if fully set forth hereat.
- 2. The term "Lot" and the term "Lots" and the term "Plat" as used in the Protective Covenants and the First Amendment shall also mean Lot Nos. 32, 33, 34, 35, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Section II of the residential subdivision in Shelby County, Kentucky known as Meadow Glen, as shown on the plat of record in Plat Book 8, Page 44, in the Office of the Recorder of Shelby County, Kentucky.
- 3. The term "Subdivision" as used in the Protective Covenants and the First Amendment shall also mean and include all of the Lots in Meadow Glen, Section II as shown on the plat of record in Plat Book 8, Page 44, in the Office of the Recorder of Shelby County, Kentucky.

In Witness Whereof, the Declarant has caused this Second Amendment to the

day of October, 2007. Protective Covenants to be executed on this the

JAGOE LAND CORPORATION

By:

J. Scott Jagoe, President

STATE OF KENTUCKY COUNTY OF DAVIESS

Before me, a Notary Public, personally appeared J. Scott Jagoe, 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, this the day of October, 2007.

Notary Public, State at Large

My Commission Expires: April 19th 2011

PREPARED BY:

BAMBERGER, ABSHIER & BRANCATO, PLC 111 West Second Street, P.O. Box 1676 Owensboro, Kentucky 42303-4113 Voice: 270/926-4545, Fax: 270/684-0064

Frank A. Brancato

OCCUMENT NO: 336363
RECORDED ON: MOVEMBER 27,2007 10:10:56AM
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COUNTY CLERK: SUE CHROLE PERRY

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PAGE 2 OF 2