

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
INNISBROOK SUBDIVISION, SECTION - ONE
JEFFERSON COUNTY, KENTUCKY**

**CANFIELD-Cox, LLC
11800 Brinley Avenue
LOUISVILLE, KENTUCKY 40243**

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
INNISBROOK SUBDIVISION - SECTION - ONE
JEFFERSON COUNTY, KENTUCKY**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INNISBROOK SUBDIVISION, SECTION - ONE, ("Amendment") is made, imposed and declared as of this 27th day of September, 2000 by CANFIELD-COX, LLC, a Kentucky limited liability company, with an address of 11800 Brinley Avenue, Suite 201, Louisville, Kentucky 40243 ("Declarant").

WITNESSETH:

WHEREAS, Declarant owns that certain residential subdivision located in Jefferson County, Kentucky known as "INNISBROOK SUBDIVISION, SECTION - ONE" and identified as "INNISBROOK" on that certain subdivision plat recorded in Plat and Subdivision Book 46, Page 53 and 54, in the Office of the clerk of Jefferson County, Kentucky (the "Subdivision"), as such Subdivision may be amended from time to time; and

WHEREAS, the Subdivision is subject to certain restrictions, as described in that certain Declarations of Covenants, Conditions and Restrictions dated May 9, 2000, and recorded on May 9, 2000 and of record in Deed Book 7444, Page 697, in the Jefferson County Court Clerk's office (the "Restrictions"); and

WHEREAS, the Declarant, in accordance with Section 1.3 of the Restrictions, now desires to enter into this Amendment, for the purpose of amending the Restrictions, to cause certain additional restrictions to be imposed on the development of the remaining undeveloped lots, and to add a provision to the Restrictions that would limit the building and location of Play Equipment, all as described herein.

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Declarant hereby declares that the real property as described in the Restrictions, and such additional real property as may hereafter be made subject to the Restrictions and this Amendment pursuant to Article 1 of the Restrictions, shall be owned, held, used, leased, sold conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of the Restrictions and this Amendment, all of which are declared and agreed to be in furtherance of Declarant's common plan and scheme for the Subdivision, and the development, sale and improvements of the real property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such real property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, the Restrictions and this Amendment shall run with the real

property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns. In consideration of the premises, the parties agree as follows:

1. **USE RESTRICTIONS.** Article 2, Section 2..5 (h), **Play Equipment**, is hereby amended to read as follows:

(h) **Play Equipment.** All exterior play equipment located on any Lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be located no closer than **15 feet** to any lot line, and all lot owners and residents of the Subdivision shall obtain the approval of Declarant prior to placement of any such equipment on any lot.

2. **Continuing Effect.** Except as expressly modified hereby, the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Supplementary Declaration of Covenants, Conditions and Restrictions as of the day, month and year first above written.

By: **CANFIELD-COX, LLC**
a Kentucky limited liability company

By: 
Title: Member

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 27th day of September, 2000, R. Stephen Canfield, member of CANFIELD-COX, LLC appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of CANFIELD-COX, LLC, a Kentucky limited liability company.

My Commission expires: April 12, 2003

Ellen H. Cooper
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

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Deputy Clerk: KELMAL

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