

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WOODRIDGE CROSSINGS  
JEFFERSON COUNTY, KENTUCKY**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS** ("Amendment") is entered into and effective as of December 4, 2003, but actually executed on April 20, 2004, by **DOMINION HOMES OF KENTUCKY, LTD.**, a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Dominion").

**RECITALS:**

A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to *Woodridge Crossings* dated as of December 4, 2003, of record in Deed Book 8315, Page 506, in the Jefferson County Clerk's office.

B. Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

C. The parties now desire to amend the Declaration, to change the provisions in the Declaration regarding fencing, as described herein.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements of the parties, the parties hereby agree as follows:

**1. FENCING.** Section 10.19 of the Declaration is hereby amended and restated in its entirety, as follows:

No fence or wall shall be constructed or placed on any of the Lots except for (i) enclosure of an in-ground pool to meet safety requirements, (ii) white vinyl split rail fencing similar to the fencing in the entrance area, to be no higher than 48", (iii) dark mesh contained within the above-referenced split rail fence, and (iv) picket-style or board-on-board ("shadow box") type wooden fencing constructed of pressure-treated material which must be left in its natural state and may not be stained, sealed or painted, to be no higher than 48". A drawing illustrating an acceptable picket-style or board-on-board fence is attached hereto as Exhibit A. No fencing shall be installed or erected until plans therefor have been approved in writing by the Developer or the Design Review Committee and shall be permitted only in the back yard of a Lot (i.e., such fence shall be constructed no closer to the street than the rear building line of the home located on the Lot, and in the case of a corner Lot, cannot encroach upon or extend beyond the building line). Any enclosure



This instrument was prepared by:

*Tandy C. Patrick*  
Tandy C. Patrick, Esq.  
GREENEBAUM DOLL & McDONALD PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
(502) 589-4200

Document No.: 0M2004071263  
Lodged By: GREENEBAUM  
Recorded On: 04/28/2004 10:52:46  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: BONNIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: SHESCH

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WOODRIDGE CROSSINGS  
JEFFERSON COUNTY, KENTUCKY**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS** ("Amendment") is entered into and effective as of May \_\_\_\_, 2004, by **DOMINION HOMES OF KENTUCKY, LTD.**, a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Dominion").

**RECITALS:**

**A.** Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to *Woodridge Crossings* dated as of December 4, 2003, of record in Deed Book 8315, Page 506, as amended by an Amendment dated December 4, 2003, of record in Deed Book 8399, Page 247, in the Jefferson County Clerk's office.

**B.** Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

**C.** Section 1.2 of the Declaration provides that Developer may annex additional real property to *Woodridge Crossings* by amendment to the Declaration.

**D.** The Developer now desires to further amend the Declaration, to add Section 1 as a portion of the "Property" to which the Declaration pertains, and to include Section 1 within the scope of the Declaration, as described herein.

**NOW, THEREFORE**, for and in consideration of the above recitals, Developer hereby declares as follows:

**1. ADDITIONAL SECTION.** From and after the date of this Amendment, the term "Property," as defined in the Declaration, shall include Section 1 as shown on a Record Plat of record in Plat Book 49, Page 27, in the office aforesaid. The parties intend that Section 1 shall be entitled to all of the benefits granted to the Property pursuant to the Declaration, and shall be encumbered by all of the burdens imposed on the Property pursuant to the Declaration.

**2. RATIFICATION.** Except as modified by this Amendment, the Declaration shall remain in full force and effect.

**IN TESTIMONY WHEREOF**, witness the signatures of the parties hereto as of the date noted above.

DOMINION HOMES OF KENTUCKY, LTD.

By: Dominion Homes of Kentucky GP, LLC

By: [Signature]  
Stephen M. George, President

("Dominion")

COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 13 day of May, 2004, by Stephen M. George, as President of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., a Kentucky limited partnership, on behalf of the limited partnership.

My commission expires: MARCH 11, 2007

[Signature]  
NOTARY PUBLIC

This instrument was prepared by:

[Signature]

Tandy C. Patrick, Esq.  
GREENEBAUM DOLL & McDONALD PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
(502) 589-4200

Recorded In (PLAT: Book  
No. 49 Page 87  
Part No. \_\_\_\_\_

Document No.: DM2004084372  
Lodged By: DOMINION HOMES  
Recorded On: 05/18/2004 03:03:08  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: EVERAY

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WOODRIDGE CROSSINGS  
JEFFERSON COUNTY, KENTUCKY**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS ("Amendment") is entered into and effective as of October 16, 2007, by DOMINION HOMES OF KENTUCKY, LTD., a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Dominion").

**RECITALS:**

A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to *Woodridge Crossings* dated as of December 4, 2003, of record in Deed Book 8315, Page 506, as amended by an Amendment dated December 4, 2003, of record in Deed Book 8399, Page 247, and by a Second Amendment dated as of May 18, 2004, of record in Deed Book 8412, Page 1, in the Jefferson County Clerk's office.

B. Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

C. Section 1.2 of the Declaration provides that Developer may annex additional real property to *Woodridge Crossings* by amendment to the Declaration.

D. The Developer now desires to further amend the Declaration, to add Section 2 as a portion of the "Property" to which the Declaration pertains, and to include Section 2 within the scope of the Declaration, as described herein.

NOW, THEREFORE, for and in consideration of the above recitals, Developer hereby declares as follows:

1. **ADDITIONAL SECTION.** From and after the date of this Amendment, the term "Property," as defined in the Declaration, shall include Section 2 as shown on a Record Plat of record in Plat Book 52, Page 89 in the office aforesaid. The parties intend that Section 2 shall be entitled to all of the benefits granted to the Property pursuant to the Declaration, and shall be encumbered by all of the burdens imposed on the Property pursuant to the Declaration.

2. **RATIFICATION.** Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the date noted above.

DOMINION HOMES OF KENTUCKY, LTD.

By: Dominion Homes of Kentucky GP, LLC

By: Terry Tracy

Name: TERRY TRACY

Title: Director of Operations

("Dominion")

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 18 day of Feb. 2008, by Terry Tracy, as Director of Operations of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., a Kentucky limited partnership, on behalf of the limited partnership.

My commission expires: 11-14-2011

Kendra M. Dunaway  
NOTARY PUBLIC

This instrument was prepared by:

Nandy C. Patrick  
Tandy C. Patrick, Esq.  
GREENEBAUM DOLL & McDONALD PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
(502) 589-4200

Kendra M. Dunaway  
Notary Public  
State at Large, Kentucky

Expires 11-14-2011

Document No.: DN2008023586  
Lodged By: DOMINION HOMES  
Recorded On: 02/19/2008 11:16:22  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: EVENAY

END OF DOCUMENT

Recorded in Plat Book  
No. 52 Page 89  
Part No. \_\_\_\_\_

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WOODRIDGE CROSSINGS  
JEFFERSON COUNTY, KENTUCKY**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS ("Amendment") is entered into and effective as of May 7<sup>th</sup>, 2010, by DOMINION HOMES OF KENTUCKY, LTD., a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Developer").

**RECITALS:**

A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to *Woodridge Crossings* dated as of December 4, 2003, of record in Deed Book 8315, Page 506, as amended by an Amendment dated December 4, 2003, of record in Deed Book 8399, Page 247, and by a Second Amendment dated as of May 13, 2004, all in the Jefferson County Clerk's office.

B. Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

C. Section 1.2 of the Declaration provides that Developer may annex additional real property to *Woodridge Crossings* by amendment to the Declaration.

D. The Developer now desires to further amend the Declaration, to add Section 3 as a portion of the "Property" to which the Declaration pertains, and to include Section 3 within the scope of the Declaration, as described herein.

**NOW, THEREFORE**, for and in consideration of the above recitals, Developer hereby declares as follows:

1. **ADDITIONAL SECTION.** From and after the date of this Amendment, the term "Property," as defined in the Declaration, shall include Section 3 as shown on a Record Plat of record in Plat Book 53, Page 21, in the office aforesaid. The parties intend that Section 3 shall be entitled to all of the benefits granted to the Property pursuant to the Declaration, and shall be encumbered by all of the burdens imposed on the Property pursuant to the Declaration.

2. **RATIFICATION.** Except as modified by this Amendment, the Declaration shall remain in full force and effect.

**IN TESTIMONY WHEREOF**, witness the signatures of the parties hereto as of the date noted above.



DOMINION HOMES OF KENTUCKY, LTD.

By: Dominion Homes of Kentucky GP, LLC

By: [Signature]

Title: PRESIDENT

("Dominion")

COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2010 by Mike Archer, as President of HOA of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., a Kentucky limited partnership, on behalf of the limited partnership.

My commission expires: 10/25/2012

[Signature]  
NOTARY PUBLIC

This instrument was prepared by:

[Signature]  
Tandy C. Patrick, Esq.  
GREENEBAUM DOLL & McDONALD PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
(502) 587-3512

**Derrick L. Duncan**  
Notary Public, State at Large, KY  
My commission expires Oct. 25, 2012

**Recorded In Condo Book**  
No. 53 Page 21  
File No. \_\_\_\_\_

Document No.: DH2010110476  
Lodged By: WOODRIDGE CROSSING SEC  
Recorded On: 08/16/2010 02:17:10  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HDLSCLAW-JEFF CO KY  
Deputy Clerk: CARHAR

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WOODRIDGE CROSSINGS  
JEFFERSON COUNTY, KENTUCKY**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODRIDGE CROSSINGS ("Amendment") is entered into and effective as of October 7, 2010, by DOMINION HOMES OF KENTUCKY, LTD., a Kentucky limited partnership, with principal offices and place of business at 10035 Forest Green Boulevard, Louisville, Kentucky 40223 ("Developer").

**RECITALS:**

A. A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to Woodridge Crossings dated as of December 4, 2003, of record in Deed Book 8315, Page 506, as amended by an Amendment dated December 4, 2003, of record in Deed Book 8399, Page 247, a Second Amendment dated as of May 13, 2004, of record in Deed Book 8412, Page 1, and a document styled a "Third" Amendment (which is actually a Fourth Amendment) dated as of May 7, 2010, of record in Deed Book 9603, Page 58, all in the Jefferson County Clerk's office.

B. Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

C. Section 1.2 of the Declaration provides that Developer may annex additional real property to *Woodridge Crossings* by amendment to the Declaration.

D. The parties now desire to further amend the Declaration, to change the provisions in the Declaration regarding fencing, as described herein.

**NOW, THEREFORE**, for and in consideration of the above recitals, Developer hereby declares as follows:

1. **FENCING.** Section 10.19 of the Declaration is hereby amended and restated in its entirety, as follows:

*10.19 Fencing.* No fence or wall shall be constructed or placed on any of the Lots except for (i) enclosure of an in-ground pool to meet safety requirements, (ii) white vinyl picket-style fencing, to be no higher than 48", and (iii) picket-style or board-on-board ("shadow box") type wooden fencing constructed of pressure-treated and/or cedar material which may be (but is not required to be) treated with clear-coat sealants or stained with semi-transparent, natural wood colored stain, to be no higher than 48 inches. A drawing illustrating an acceptable picket-style or board-on-board fence is attached hereto as Exhibit A. No fencing shall be installed or erected until plans therefor have been approved in writing by the Developer or the Design Review Committee and shall be permitted only in the back yard of a Lot (i.e., such fence

shall be constructed no closer to the street than the rear building line of the home located on the Lot, and in the case of a corner Lot, cannot encroach upon or extend beyond the building line). Any enclosure of an in-ground pool under item (i) above shall be located immediately surrounding the pool and any pool patio area, and shall not be located within ten (10) feet of any Lot line. Ornamental fences integrated with a landscape design are permitted with approval of the Developer or the Design Review Committee.

2. **RATIFICATION.** Except as modified by this Amendment, the Declaration shall remain in full force and effect.

**IN TESTIMONY WHEREOF,** witness the signature of the Developer as of the date noted above.

**DOMINION HOMES OF KENTUCKY, LTD.**

By: **Dominion Homes of Kentucky GP, LLC**

By: *[Signature]*  
Title: GM

("Developer")

COMMONWEALTH OF KENTUCKY )  
 ) SS.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2010, by Jarrod Vowels, as GENERAL MANAGER of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., on behalf of the limited partnership.

My commission expires: 10/25/2012

*[Signature]*  
NOTARY PUBLIC

**Derrick L. Duncan**  
Notary Public, State at Large, KY  
My commission expires Oct. 25, 2012

This instrument was prepared by:

*[Signature]*  
Tandy C. Patrick Esq.  
Greenebaum Doll & McDonald PLLC  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
(502) 589-4200

Document No.: DN2010140672  
Lodged By: GREENEBAUM  
Recorded On: 10/12/2010 11:33:50  
Total Fees: 13.00  
Transfer Tax: 4105427.00 oc  
County Clerk: ROBBIE HOLSCAW-JEFF CO KY  
Deputy Clerk: EVMAY

**END OF DOCUMENT**