

EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WOODMONT SUBDIVISION PHASE 6 JEFFERSON COUNTY, KENTUCKY

THIS EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Woodmont Subdivision, Phase 6 ("Eighth Supplemental Declaration") is made on this 26 day of October, 2004, by Woodmont, LLC, a Kentucky limited liability company, with an address of 1510 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202 ("Developer").

WHEREAS, Developer caused a certain Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 1-A, to be duly recorded in Deed Book 7140, Page 779, in the Office of the Clerk of Jefferson County, Kentucky, on November 20, 1998 ("Prior Declaration"), for the purpose of creating a residential subdivision (the "Subdivision") in multiple phases (individually, a "Phase"); whereas said Prior Declaration having been amended by Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 1-B ("Supplemental Declaration") and duly recorded in Deed Book 7154, Page 139, in the Office of the Clerk of Jefferson County, Kentucky, on December 16, 1998; whereas said Prior Declaration have been further amended by Second Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 2 ("Second Supplemental Declaration") and duly recorded in Deed Book 7342, Page 590, in the Office of the Clerk of Jefferson County, Kentucky, on October 22, 1999; whereas said Prior Declaration have been further amended by Third Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase III ("Third Supplemental Declaration") and duly recorded in Deed Book 7549, Page 832, in the Office of the Clerk of Jefferson County, Kentucky, on November 22, 2001; whereas said Prior Declaration have been further amended by Fourth Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 4-A ("Fourth Supplemental Declaration") and duly recorded in Deed Book 7830, Page 737, in the Office of the Clerk of Jefferson County, Kentucky, on March 1, 2002; whereas said Prior Declaration have been further amended by Fifth Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 4-B ("Fifth Supplemental Declaration") and duly recorded in Deed Book 7825, Page 100, in the Office of the Clerk of Jefferson County, Kentucky, on February 21, 2002; whereas said Prior Declaration have been further amended by Sixth Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase 5-A ("Sixth Supplemental Declaration") and duly recorded in Deed Book 8056, Page 545, in the Office of the Clerk of Jefferson County, Kentucky, on January 27, 2003; and whereas said Prior Declaration have been further amended by Seventh Supplemental Declaration of Covenants, Conditions and Restrictions of Woodmont Subdivision, Phase

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, to be added to the Subdivision as an additional Phase.

NOW, THEREFORE, Developer hereby declares that a portion of the Subdivision consisting of "Phase 6", as hereinafter defined, shall be held, sold, and conveyed subject to easements, restrictions, covenants, and conditions in the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplement Declaration which are for the purpose of protecting the value and desirability of the Subdivision. The easements, restrictions, covenants, and conditions shall (i) run with the land contained in the Subdivision; (ii) be binding on all parties having any right, title, or interest in the Subdivision, their heirs, successors, and assigns; and (iii) inure to the benefit of each owner.

1. Amendment to Section 1/Amendment. Section 1 and Amendment of the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration, entitled "The Property", "Amendment", and "Amendment to Section 1/Amendment", respectively, are hereby amended to include the following described property ("Phase 6") in addition to the property currently subject to and described in the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration:

BEING Lots 313 through 333 as shown on the plat of Woodmont, Phase 6, of record in Plat and Subdivision Book 50 Page 39, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property acquired by Woodmont, LLC, by Deed from the Estate of Arthur L. Roberts dated May 1, 2001, of record in Deed Book 7637, Page 525, and recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

The term "Lot", as used in the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplement Declaration, shall include any lot or similar property as delineated on the Plat of Phase 6.

Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration shall include the owner or owners of any Lot of Phase 6.

2. Amendment to Article II/Additional Section. Article II of the Prior Declaration shall be amended with regard to Lots 317, 318, 319, 320, 321, 322 and 323 with the following additional subsection:

SECTION 15:

Notice of Proposed Future Roadway Corridor. Developer shall notify potential lot owners of Lots 317, 318, 319, 320, 321, 322, and 323 that the open space in front of Oakvista Way is adjacent to the possible path of a proposed future roadway corridor. If Developer sells the lot to a Builder who will resell the lot, then Builder shall notify the future lot owner of the possible path of a proposed future roadway corridor for said lot.

3. Article III, Section 3. Article III, Section 3, Subsections B and C of the Prior Declaration shall be amended with regard to Lots 313 to 333 as follows:

- A. The ground floor of a ranch (one-story) house shall have the minimum floor area of 2,000 square feet, exclusive of garage.
- B. The ground floor of a one and one-half story house shall have a minimum first floor area of 1,300 square feet with a total minimum area of 2,300 square feet, exclusive of garage.
- C. The ground floor of a two-story house shall have a minimum first floor area of 1,150 square feet with a total minimum area of 2,300 square feet, exclusive of garage.
- D. The total floor area of all other types of house designs shall be a total minimum area of 2,300 square feet, exclusive of garage.
- E. Finished basement areas, garages, and open porches are not included in computing floor areas.

4. Article III, Section 6. Article III, Section 6, Subsection D, of the Prior Declaration shall be amended with regard to Lots 313 to 333 as follows:

- D. Upon final completion of construction of a residence, the lot owner shall cause to be planted two (2) trees (at least three inches in diameter) in the front yard of the lot, three (3) trees (at least two inches in diameter) in the rear yard of the lot,

and, where the lot is a corner lot, two (2) trees (at least three inches in diameter) in the street side yard. These trees shall be in addition to any trees planted in the right-of-way by Developer or other performing party.

5. Amendment to Article IV/Relating to Maintenance of Common Area and Other Property Under the Authority of the Community Association. The pond located on Lots 313-318, though owned respectively by the lot owners as identified above, shall be maintained by the Community Association in the same fashion as common area as defined under the Article. This means that all powers to maintain, repair, operate and improve the pond along with the use of Community Association monies and the powers of the Association to raise such monies shall be available in the maintenance, repair, improvement and operation of the pond located on the individual lots. The easement granted to the Community Association shall allow it to maintain, repair, operate and improve the pond located on the lots as identified hereinabove.

6. Definitions. All capitalized terms not defined herein shall have the same meanings as those set forth in the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration.

7. No Other Modifications. Other than as set forth herein, the Prior Declaration, Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, Fourth Supplemental Declaration, Fifth Supplemental Declaration, Sixth Supplemental Declaration, and Seventh Supplemental Declaration, shall remain in full force and effect.

WITNESS the signature of the Developer on this _____ day of _____, 2004.

WOODMONT, LLC
A Kentucky Limited Liability Company

By: William H. Cull
Name: William H. Cull
("Developer")

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 19th day of October, 2004, by William H. Cull, for and on behalf of Woodmont, LLC, a Kentucky limited liability company.

Jeresa S. Stivers
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

My Commission Expires: 3-31-07

THIS INSTRUMENT PREPARED BY:

William H. Cull

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Document No.: DN2004185520
Lodged By: woodmont
Recorded On: 10/26/2004 01:30:01
Total Fees: 16.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: DONREI

Recorded In Plat Book
No. 50 Page 39
Part No. _____