

SUBSEQUENT AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ENCLAVE AT LOCHMERE ESTATES

THIS SUBSEQUENT AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for The Enclave at Lochmere Estates, (hereinafter referred to as "Subsequent Amendment") is made this the 11th day of July, 2013, by BALL HOMES, LLC, a Kentucky limited liability company, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer entered into the Declaration of Covenants, Conditions and Restrictions for The Enclave at Lochmere Estates, (hereinafter referred to as the "Declaration") which Declaration is of record at Deed Book 3167, Page 1, in the office of the Fayette County Clerk; and

WHEREAS, pursuant to Article XII, Section 12.1 of the Declaration, Developer has the unilateral right to amend any portion of the Declaration prior to the conveyance of any Lot; and

WHEREAS, as of this date, no Lots have been conveyed by the Developer; and

WHEREAS, due to a typographical error, Section 9.7 of the Declaration provided that the initial annual assessment for each Lot shall be One-Thousand Nine Hundred and Fifty Dollars (\$1,950.00) rather than the correct initial annual assessment of One-Thousand Five Hundred and Ninety Dollars (\$1,590.00); and

WHEREAS, Developer wishes to amend the Declaration in order to provide for the correct initial annual assessment.

NOW, THEREFORE, for and in consideration of the terms and provisions of the original Declaration, the sufficiency of which is hereby acknowledged by Developer, the Developer hereby amends Section 9.7 of the Declaration to provide as follows:

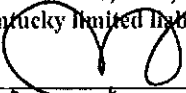
9.7 Date of Commencement and Amounts of Annual Assessments. The initial annual assessment shall be due in full as to each Lot at the time of acquisition of record title to such Lot. The initial assessment shall be One-Thousand Five Hundred and Ninety Dollars (\$1,590.00) per year. Thereafter, the annual assessment will be dated January 1 of each year and will be due and payable in quarterly installments on the first day of January, April, July and October of each year. The Board of Directors from time to time may increase or decrease the assessment and/or modify the payment due dates.

EXCEPT AS SPECIFICALLY AMENDED BY THIS SUBSEQUENT AMENDMENT, all terms and provisions of the Declaration shall remain in full force and effect as originally set forth therein.

Please return to Propane

IN WITNESS WHEREOF, Developer has hereunto executed this Subsequent Amendment as of the date and year first written above.

BALL HOMES, LLC,
a Kentucky limited liability company

BY: 
ITS: President

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 11th day of July, 2013, by Ray Ball, as President for and on behalf of Ball Homes, LLC a Kentucky limited liability company.

Rena G. Wiseman, ID# 988023
NOTARY PUBLIC
My commission expires: 4-24-17

THIS INSTRUMENT PREPARED BY:

Rena G. Wiseman
Rena G. Wiseman, Esq.
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY ,dc

201307110298

July 11, 2013 14:05:52 PM

Fees	\$13.00	Tax	\$0.00
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Total Paid	\$13.00
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