

**FIRST ADDENDUM  
TO  
DEED OF RESTRICTIONS  
FOR  
MASTERSON STATION SUBDIVISION - UNIT 9, SECTION 1**

THIS FIRST ADDENDUM TO DEED OF RESTRICTIONS (this "First Addendum") is made and entered into on this the 18<sup>th</sup> day of March, 2002, by MASTERSON PROPERTIES, LLC, a Kentucky limited liability company (the "Developer").

**W I T N E S S E T H :**

WHEREAS, through that "Deed of Restrictions" dated October 5, 2001, of record in Deed Book 2234, Page 663, in the Fayette County Clerk's Office (the "Deed of Restrictions"), the Developer established certain covenants, conditions and restrictions as to the use and occupancy of the lots in Unit 9, Section 1, of the Masterson Station Subdivision to the City of Lexington, Fayette County, Kentucky (the "Subdivision"); and

WHEREAS, pursuant to Numerical Paragraph 37 of the Deed of Restrictions, the Developer has, in certain cases such as this, the unilateral right to amend the Deed of Restrictions; and

WHEREAS, the Developer is desirous of entering into this First Addendum for the purpose of amending certain provisions of the Deed of Restrictions.

NOW THEREFORE, the Developer does hereby amend the Deed of Restrictions as follows:

1. The following language is hereby added to Numerical Paragraph 1 of the Deed of Restrictions, captioned "Primary Use Restrictions":

Notwithstanding the foregoing, Lot No. 1 in the Subdivision may be used by Verizon South, Inc. ("Verizon"), or its successors or assigns, for the placement and operation of one or multiple remote switching units in connection with such user's telecommunications operations (provided that such use shall not permit the placement upon such lot of a cellular telephone antenna tower).

2. For so long as Lot No. 1 of the Subdivision is used for the placement thereon of one or more remote switching telecommunication units by Verizon (or its successors and assigns), and not used for the construction thereon of a single family dwelling, Lot No. 1 shall be exempt from any and all maintenance fee assessments levied

MAIL TO:

GLENN A. HOSKINS, ATTY.  
200 BERRY STREET

against lots in the Subdivision pursuant to Numerical Paragraph 31 of the Deed of Restrictions.

3. All other terms and conditions of the Deed of Restrictions shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the Developer has executed this First Addendum on the day and year first above written.

MASTERTON STATION PROPERTIES, LLC,  
a Kentucky limited liability company

BY: HAYDON HOMES, INC., a Kentucky  
corporation, its duly-authorized Member

BY: Thomas S. Haydon, President  
THOMAS S. HAYDON, President

STATE OF KENTUCKY )  
  )  
COUNTY OF FAYETTE )

The foregoing First Addendum to Deed of Restrictions was acknowledged before me by Thomas S. Haydon as the President of Haydon Homes, Inc., a Kentucky corporation, in its capacity as the duly-authorized Member of Masterton Properties, LLC, a Kentucky limited liability company, on this the 18<sup>th</sup> day of March, 2002.

My Commission Expires: 11-10-2002

Glenn A. Hoskins  
NOTARY PUBLIC, KENTUCKY  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

Glenn A. Hoskins

GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
P.O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077  
GAH/020587gh

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



By: Doug BRADLEY, dc

200204100003

April 10, 2002

07:49:34 AM

Fees	\$9.00	Tax	\$0.00
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Total Paid	\$9.00
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