

**FIRST ADDENDUM
TO
DEED OF RESTRICTIONS
FOR
MASTERSON STATION SUBDIVISION - UNIT 1-D**

THIS FIRST ADDENDUM TO DEED OF RESTRICTIONS (this "First Addendum") is made and entered into on this the 30th day of September, 1996, by (i) MASTERSON PROPERTIES, LLC, a Kentucky limited liability company (the successor in interest to MASTERSON PROPERTIES, a Kentucky general partnership, and hereinafter referred to as the "Developer").

W I T N E S S E T H :

WHEREAS, through that instrument titled "Deed of Restrictions", dated August 29, 1996, of record in Deed Book 1868, Page 157, 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 1-D of the Masterson Station Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet K, Slide 62, in the Fayette County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer is the present owner of all lots comprising the Subdivision; and

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

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

1. A new Numerical Paragraph 28 is hereby added to the Deed of Restrictions to read as follows:

28. Homeowners Association Assessments:

(a) The Articles of Incorporation of the Masterson Station Neighborhood Association, Inc. (the "Association") is (or will be) recorded in the Office of the Fayette County Clerk, in Lexington, Kentucky. Every owner of a lot in Unit 1-D of the Masterson Station Subdivision (and the other residential units of the Masterson Station Subdivision) shall be a member of the

MAIL TO:

GLENN A. HOSKINS, ATTY.
P.O. BOX 55254
LEXINGTON, KY 40555

Association, and, by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's by-laws, rules and regulations, shall pay the maintenance fee assessments provided for, when due, and shall comply with all decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be as set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the private streets, common areas, crosswalks, storm drains, basins, fences and entrances as are (and to the extent) shown on the aforesaid plat, and acceptance of common areas for purposes of operation, maintenance and repair.

(c) Any maintenance fee assessments levied by the Association shall be used only for purposes generally benefiting the Association.

(d) The initial maintenance fee assessment hereunder shall be no higher than \$24.00 per year (\$2.00 per month) per lot beginning with January 1, 1997. No lot shall be subject to maintenance fee assessments until the house constructed thereon has been completed and is being occupied as a residence. After December 31, 1997, the Board of Directors of the Association may, from time to time, increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot and such house is being occupied as a residence. The annual assessment will accrue as of January 1 of each year and will be due and payable on or before February 1 of that year or such other date as may be established by the Association. The assessment will be prorated in the event of a change of ownership of a given lot for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the lot from the date of closing through December 31 of that year.

(e) The Developer shall have total control of and be vested with all authority over the Association until such time as it has (i) transferred title to seventy-five (75%) percent of the lots in the Subdivision, or (ii) transferred or assigned such control to a third party or otherwise relinquished control to the Association.

2. A new Numerical Paragraph 29 is hereby added to the Deed of Restrictions to read as follows:

29. Recreational Amenity: Unless otherwise conveyed to the Association by deed or other written instrument, any "clubhouses", swimming pools, tennis courts or other similar recreational facilities situated within the Subdivision or upon any other portion of the Masterson Station residential development (hereinafter the "Recreational Amenity Facilities") shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to, or any rights to utilize, the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities, the rules pertaining thereto, and the amount of assessments, dues, fees or other charges for such membership in or use of the Recreational Amenity Facilities shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner. Any assessments, dues, fees or other charges levied by the Recreational Facilities Owner in connection with the Recreational Amenity Facility shall be separate and distinct from the assessments established by the Association pursuant to Paragraph 28 hereof.

3. A new Numerical Paragraph 30 is hereby added to the Deed of Restrictions to read as follows:

30. Amendments: These restrictions may be amended at any time by the Developer, provided that (a) the minimum floor area requirements set forth in Numerical Paragraph 3 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Fayette County Clerk's Office.

4. 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 the First Addendum on the day and year first above written.

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: Jeannie MCVEY, dc

199610010245

October 1, 1996

12:53:15 PM

Fees \$14.00

Tax \$0.00

Total Paid \$14.00

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