



**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

GLEN LAKES SUBDIVISION, SECTION 2  
JEFFERSON COUNTY, KENTUCKY

PLAT AND SUBDIVISION BOOK 51, PAGE 34-35

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GLEN LAKES SUBDIVISION ("Supplemental Declaration"), is made as of November 30, 2005, by OLYMPIA HOMES, LLC, a Kentucky limited liability company with principal office and place of business at 303 North Hurstbourne Parkway, Suite 100, Louisville, Kentucky 40222 ("Initial Developer"), and by MCBRIDE & SON HOMES LOUISVILLE, LLC, a Missouri limited liability company, having an address at 331 Townepark Circle, Suite 100, Louisville, Kentucky 40243 ("Developer").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain subdivision plat of record in Plat Book 51, Page 4, and Plat Book 51, Page 5, in the Office of the Clerk of Jefferson County, Kentucky, Sections 1A and 1B, respectively, of the Glen Lakes Subdivision (the "Subdivision") were created; and

**WHEREAS**, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Glen Lakes Subdivision, of record in Deed Book 8682, Page 272, as supplemented by that certain Supplemental Declaration Of Covenants, Conditions, and Restrictions for the Glen Lakes Subdivision of record in Deed Book 8702, Page 623, in the aforesaid Clerk's Office (collectively, the "Declaration"), Sections 1A and 1B of the Subdivision are, *inter alia*, subject to certain covenants, conditions, restrictions, liens and reservations with respect to the Subdivision; and

**WHEREAS**, pursuant to that certain Limited Transfer of Development Rights dated September 26, 2005, of record in Deed Book 8702, Page 635, in the aforesaid Clerk's Office, Initial Developer assigned certain rights to Developer with regard to the Subdivision and the Declaration; and

**WHEREAS**, pursuant to the Declaration, Developer and/or Initial Developer may upon recording of a supplement to the Declaration, annex additional real property to the Subdivision and subject such additional real property to the Declaration, all of which real property shall enjoy the benefit of all amenities in the Subdivision; and

**WHEREAS**, Initial Developer is the owner of certain real property in Louisville/Jefferson County Metro, Kentucky, which it desires to annex to and incorporate within the Subdivision as Glen Lakes Subdivision, Section 2, and to subject such real property to the Declaration, and Developer consents and agrees thereto; and

**WHEREAS**, the Initial Developer and the Developer wish to modify certain of the terms of the Declaration as the same apply to the lots within Glen Lakes Subdivision, Section 2, as hereinafter set forth;



NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated herein, Developer and Initial Developer hereby declare as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Declaration.

2. **Annexation to Subdivision.** Initial Developer and Developer hereby annex to, and incorporate within, the Subdivision the real property known as Glen Lakes Subdivision, Section 2, the subdivision plat ("Plat") of which is of record in Plat Book 51, Page 34-35, in the aforesaid Clerk's Office ("Section 2").

3. **Extension of Declaration.** Initial Developer and Developer hereby declare as follows:

(a) That (i) Section 2 shall be deemed to be additional property annexed to the Subdivision under the Declaration, (ii) the Declaration shall be extended to Section 2, (iii) Section 2 is hereby made subject to the terms of and easements, restrictions, covenants, conditions, liens and assessments set forth in, the Declaration, and (iv) Section 2 shall enjoy the benefit of all amenities in the Subdivision.

(b) Each of Lots 42 through 95 as shown on the Plat of Section 2, shall be deemed to be a "Lot" as defined in the Declaration, and all such Lots shall be held, sold and conveyed subject to the terms of and easements, restrictions, covenants, conditions, liens and assessments set forth in, the Declaration, all of which are for the purpose of protecting the value and desirability of such real property. Lot 96 (the "Open Space Lot") as shown on the Plat of Section 2 is an Open Space non-buildable lot which shall be maintained as common area; provided, that such Open Space Lot shall not be utilized for organized activities or by individual Lot owners, but shall remain as open space subject to maintenance by Glen Lakes Community Association, Inc., a Kentucky non-profit corporation (the "Community Association") as it may determine from time to time.

(c) All of such easements, restrictions, covenants, conditions, liens and assessments set forth in, and other terms of, the Declaration shall run with the real property comprised by Section 2, and be binding on all parties having any right, title or interest therein, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner.

(d) The common area initially covered by the Declaration, or any supplement, annexation or modification thereto, shall inure to the benefit of the owners of the Lots within Section 2, as well as any new Lots within the Subdivision which may become subjected to the Declaration or a similar set of deed restrictions, and any common area within Section 2 shall inure to the benefit the owners of Lots recorded earlier and of Lots hereinafter recorded, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to the Declaration simultaneously.

(e) Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of the Declaration.

4. **Roof Pitch and Minimum Area Requirements; Garages.** Initial Developer and Developer hereby declare that:

(a) Notwithstanding the terms of Article III, Section 2(b), of the Declaration, the following shall apply with respect to the Lots within Section 2:



The roof pitch of any residential structure located on a Lot within Section 2 shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal. Developer may, with the prior written consent of the Initial Developer in its discretion, waive the foregoing requirements in Developer's discretion in special cases where architectural design warrants or requires for proper perspective.

(b) Notwithstanding the terms of Article III, Section 3, of the Declaration, the following shall apply with respect to the Lots within Section 2:

The following shall be the minimum finished floor areas for homes to be constructed within Section 2:

(a) One-Story. The ground floor area of a one-story residence shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage.

(b) One and One-Half Story. The ground floor area of a one and one-half story residence shall be a minimum of 1,000 finished and habitable square feet, and the residence shall contain a minimum of 2,000 finished and habitable square feet, exclusive of the garage.

(c) Two-Story. The ground floor area of a two story residence shall be a minimum of 1,000 finished and habitable square feet, and the residence shall contain a minimum of 2,000 finished and habitable square feet, exclusive of the garage.

(d) Others. All other housing designs shall contain a minimum of 2,000 finished and habitable square feet, exclusive of the garage.

(e) Exclusions. Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant hereto.

(c) Notwithstanding the terms of Article III, Section 5, of the Declaration, side and front entry garages will be permitted on the Lots within Section 2:

5. No Other Modification. Except as expressly supplemented hereby, the terms of the Declaration shall remain in full force and effect as written.

WITNESS the signatures of the Initial Developer and the Developer as of the date first above written.

INITIAL DEVELOPER:

OLYMPIA HOMES, LLC,  
a Kentucky limited liability company

By: [Signature]

Title: Manager & CFO

Date: 11.21.05

DEVELOPER:

MCBRIDE & SON HOMES LOUISVILLE, LLC  
a Missouri limited liability company

By: [Signature]

Title: President

Date: 11/21/05



STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

Acknowledged, subscribed and sworn to before me this 21<sup>ST</sup> day of November, 2005 by Richard G Wilson, in his capacity as Partner Member of Olympia Homes, LLC, a Kentucky limited liability company.

My Commission expires: 11/7/2006

[Signature]  
Notary Public, State At Large, Kentucky

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

Acknowledged, subscribed and sworn to before me this 21<sup>ST</sup> day of November, 2005 by Scott James, in his capacity as President of McBride & Son Homes Louisville, LLC, a Missouri limited liability company.

My Commission expires: 11/7/2006

[Signature]  
Notary Public, State At Large, Kentucky

THIS INSTRUMENT PREPARED BY:

[Signature]  
Gregory A. Compton, Esq. [Initials]  
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Glen Lakes Supplemental Declaration Section 2 111005.DOC

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**Recorded in Plat Book**  
No. 51 Page 34-35  
Part No. \_\_\_\_\_