

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSCANY/EAST POINTE RESIDENTIAL COMMUNITY

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/
East Pointe Residential Community (this "Amendment") is made and entered into as of this 3rd
day of September, 2013 by and between C.M. GATTON, TRUSTEE OF THE C.M. GATTON
TRUST UNDER AGREEMENT DATED JANUARY 7, 1995 ("Gatton") and HAYMAKER
DEVELOPMENT CO., LLC, a Kentucky limited liability company ("Haymaker"). Gatton and
Haymaker are hereinafter collectively referred to as the "Declarants" and each individually as a
"Declarant."

WITNESSETH:

WHEREAS, Declarants entered into that certain Declaration of Covenants, Conditions and
Restrictions for Tuscany/East Pointe Residential Community dated as of June 27, 2005 and
recorded in the Fayette County Clerk's Office in Lexington, Kentucky as Document No.
200507050289, Deed Book 2564, Page 124 (the "Original Declaration");

WHEREAS, pursuant to Section 7 of the Original Declaration, the Declarants have the right to
amend the Original Declaration for any reason at any time so long as either of them still own any
portion of their respective Property (as defined in the Original Declaration) and such amendment
is evidenced by a written instrument executed by both Declarants; and

WHEREAS, Declarants desire to amend the Original Declaration as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
Declarants hereby agree as follows.

1. Recitals; Definitions. The foregoing Recitals are hereby incorporated by reference as if
fully restated herein. Capitalized terms used herein and not otherwise defined shall have the
meanings attributable to such terms in the Original Declaration.
2. Amendments to Original Declaration.
 - a. The By-Laws attached to the Original Declaration as Exhibit "D" are hereby amended by
the First Amendment to By-Laws of East Pointe Homeowners Association, Inc. attached hereto
as Exhibit "D-1."
 - b. Notwithstanding anything in the Original Declaration to the contrary, the second
paragraph of Section 6 of the Original Declaration shall not apply to that portion of the
Properties described on Exhibit "E" attached hereto (the "Continental Property").
 - c. Section 7 of the Original Declaration is hereby deleted in its entirety and replaced with
the following:

7. Amendments. The Declarants shall have the absolute right to amend this Declaration for any reason at any time for so long as either of them still own any portion of their respective Property, provided that the amendment is evidenced by a written instrument executed by both Declarants (or their successors or assigns). Notwithstanding the foregoing, Declarants shall not amend the Declaration (a) to add additional parties as Declarants or transfer any of the rights of either Declarant, (b) to annex any property to or remove any property from the Properties, or (c) in any way that might affect the Continental Property, without the prior written consent of the owner of the Continental Property, which consent shall not be unreasonably withheld.

3. Ratification. Except as otherwise modified herein, the Original Declaration shall continue in full force and effect. All references to the "Declaration" shall refer to the Original Declaration as amended by this Amendment.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original. The signatures to this Amendment may be executed and notarized on separate pages and when attached to this Amendment shall constitute one complete document.

[remainder of page left intentionally blank]

[signatures on following page]

IN WITNESS WHEREOF, the Declarants have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/East Pointe Residential Community as of the date first set forth above.

C.M. Gatton, Trustee
C.M. GATTON, TRUSTEE OF THE C.M.
GATTON TRUST UNDER AGREEMENT
DATED JANUARY 7, 1995

HAYMAKER DEVELOPMENT CO., LLC,
a Kentucky limited liability company

By: T. L. Haymaker
TIMOTHY L. HAYMAKER,
Managing Member

Accepted and agreed:

~~CONTINENTAL 245 FUND LLC~~

~~By: Continental Properties Company, Inc.~~

~~By: _____
Name: _____
Title: _____~~

IN WITNESS WHEREOF, the Declarants have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/East Pointe Residential Community as of the date first set forth above.

~~C.M. GATTON, TRUSTEE OF THE C.M.
GATTON TRUST UNDER AGREEMENT
DATED JANUARY 7, 1995~~

~~HAYMAKER DEVELOPMENT CO., LLC,
a Kentucky limited liability company~~

~~By: _____
TIMOTHY L. HAYMAKER,
Managing Member~~

Accepted and agreed:

CONTINENTAL 245 FUND LLC

By: Continental Properties Company, Inc.

By: *Daniel J. Minahan*
Name: Daniel J. Minahan
Title: President

This Instrument was prepared by and after
recording should be returned to:

Jerry Slusky
Smith, Gardner, Slusky, Lazer,
Pohren & Rogers, LLP
8712 West Dodge Road
Suite 400
Omaha, NE 68114
(402) 392-0101
(402) 392-1011

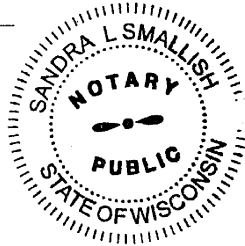

Jerry Slusky

STATE OF WISCONSIN)
) SS:
COUNTY OF WAUKEGISHA)

The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/East Pointe Residential Community was acknowledged before me by Daniel J. Minahan, the President of Continental Properties Company, Inc., the manager of Continental 245 Fund LLC, on this 29th day of August, 2013.

My Commission Expires: 5/10/2015

Sandra L. Smallish
Notary Public



**RETURN TO:
TITLE AGENCY SUPPORT, LLC
10600 TIMBERWOOD CIRCLE
SUITE 11
LOUISVILLE, KY 40223
ATTN: CONNIE MOELLER
PHONE: 502-736-4561**

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

201309060251

September 6, 2013 15:16:26 PM

Fees	\$25.00	Tax	\$.00
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Total Paid	\$25.00
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