

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCANY/EAST POINTE RESIDENTIAL COMMUNITY (this "Second Amendment") is made and entered into as of this 16th day of May, 2017, by and between (i) **C.M. GATTON, TRUSTEE OF THE C.M. GATTON TRUST UNDER AGREEMENT DATED JANUARY 7, 1995**, having a mailing address of 1000 West State Street, Bristol, Tennessee 37620 ("Gatton"), and (ii) **HAYMAKER DEVELOPMENT CO., LLC**, a Kentucky limited liability company, having a mailing address of 3120 Wall Street, Suite 300, Lexington, Kentucky 40513 ("Haymaker"). Gatton and Haymaker are hereinafter collectively referred to as the "Declarants" and each individually as a "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarants entered into that certain Declaration of Covenants, Conditions, and Restrictions for Tuscan/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. 200507050287, in Deed Book 2564, Page 124 (the "Original Declaration"); and

WHEREAS, the original Declaration was amended pursuant to that First Amendment thereto executed by the parties hereto, dated September 3, 2013, and recorded in Deed Book 3182, Page 539, in the Fayette County Clerk's Office (the "First Amendment") (the original Declaration, as amended by the First Amendment, are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Section 7 of the Original Declaration (and as confirmed by the First Amendment), the Declarants have the right to amend the 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, through inadvertence, two exhibits referred to in the First Amendment (described therein as Exhibit "D-1" and Exhibit "E") were omitted from the First Amendment when it was recorded, and the parties are desirous of entering into this Second Amendment for the purpose of attaching those two (2) exhibits.

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.

MAIL TO:

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

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.

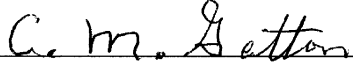
2. Amendments to Original Declaration.

- a. The By-Laws attached as Exhibit "D" to the Original Declaration were amended by the First Amendment to By-Laws of East Pointe Homeowners Association, Inc., and 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").

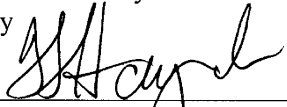
3. Ratification. Except as otherwise modified herein, the Original Declaration, as amended by the First Amendment, shall continue in full force and effect. All references to the "Declaration" shall refer to the Original Declaration as amended by the First Amendment and this Amendment.

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.

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

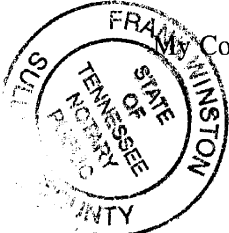

C.M. GATTON TRUSTEE OF THE
C.M. GATTON TRUST UNDER
AGREEMENT DATED JANUARY 7,
1995

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

BY: 
TIMOTHY L. HAYMAKER,
Managing Member

STATE OF TENNESSEE)
)
COUNTY OF SULLIVAN)

The foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/East Pointe Residential Community was acknowledged before me by C.M. Gatton, the Trustee of the C.M. Gatton Trust under Agreement dated January 7, 1995, on this the 12 day of May, 2017.



Commission expires: FEB. 28, 2014

Grant Winston
NOTARY PUBLIC

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany/East Pointe Residential Community was acknowledged before me by Timothy L. Haymaker, in his capacity as the duly-authorized Managing Member of Haymaker Development Co., LLC, a Kentucky limited liability company, on this the 16th day of May, 2017.

My Commission expires: 11-10-2020

Steph C. Coley #567052
NOTARY PUBLIC, KY, STATE AT LARGE

Accepted and Agreed to:

CONTINENTAL 245 FUND, LLC, a Wisconsin
limited liability company

BY: CONTINENTAL PROPERTIES COMPANY,
INC., a Wisconsin corporation, its Manager

BY: *Daniel J. Michalek*

Printed Name: Daniel J. Michalek

Title: President

tcc

THIS INSTRUMENT
PREPARED BY:

Glenn A. Hoskins

GLENN A. HOSKINS
GLENN A. HOSKINS, P.S.C.
P.O. Box 55254
1077 Eastland Drive
Lexington, Kentucky 40555
glennhoskins@windstream.net

EXHIBIT "D-1"

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
FOR

EAST POINTE HOMEOWNERS ASSOCIATION, INC.

0616024.09	balmonos AMD
Allison Lundergan Grimes Kentucky Secretary of State	
Received and Filed: 4/11/2017 10:06 AM	
Fee Receipt: \$8.00	

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being all of the directors of East Pointe Homeowners Association, Inc. ("Association"), a non-profit, non-stock corporation organized pursuant to the laws of the Commonwealth of Kentucky, hereby adopt the following amendments to the Articles of Incorporation of **EAST POINTE HOMEOWNERS ASSOCIATION, INC.** dated June 21, 2005, and recorded with the Secretary of State for the Commonwealth of Kentucky on June 23, 2005 (the "Articles") and in the Corporate Records Book of Fayette County, Kentucky in Corporate Records Book 311, Page 588:

1. The undersigned hereby represent and warrant that there are no Members of the Association entitled to vote upon amendments to the Articles. Pursuant to Article IX of the Articles and KRS 273.263, the undersigned have full power and authority to make these amendments to the Articles.

2. Pursuant to KRS 273.267, the undersigned do hereby state that these Articles of Amendment were adopted at a meeting of the board of directors of the Association on August 30, 2013, and the amendments set forth herein received the affirmative vote of all directors in office.

3. Article V, Section B is hereby deleted in its entirety and replaced with the following:

B. Every person or entity who is an owner of record of a fee simple or undivided interest in any lot which is subject to the Restrictions shall be a member of the Association and shall be entitled to cast one (1) vote for each lot owned, except that (i) the owner of the Continental Property (as defined in the By-laws) shall be entitled to one (1) vote for every four (4) multifamily housing units on such property, not to exceed sixty-three (63) votes and all of which shall be cast in one (1) combined block of votes, and (ii) there shall be no vote for any lot owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4. Article IX, titled AMENDMENTS, is hereby deleted in its entirety and replaced with the following:


Amendments to the Articles of Incorporation may be proposed and adopted as provided in the Kentucky Revised Statutes. Notwithstanding the foregoing, no amendment to these Articles shall be made without the prior written consent of the owner of the Continental Property, which consent shall not be unreasonably withheld, conditioned or delayed, and no amendment shall be made without the consent of an owner of a lot in the Subdivision if such amendment would impair or dilute the rights of such owner.

5. Except as otherwise amended herein, the Articles shall continue in full force and effect. All references to the "Articles" shall be deemed to be references to the Articles as amended by these Articles of Amendment.

6. The Association, at its sole cost and expense, shall record these Articles of Amendment with the Secretary of State of the Commonwealth of Kentucky and in the Corporate Records Book of the Fayette County Clerk in Lexington, Kentucky.

Made and effective as of this 30 day of ~~August~~ September, 2013.


TIMOTHY L. HAYMAKER


SUSAN MULLINS


CAROL S. MOSES

EXHIBIT "E"

(The Continental Property")

Being all of Tract A, as shown on Final Record Plat of Tuscany Tract A recorded in Plat Cabinet R, Slide 95, in the Office of the Clerk of Fayette County, Kentucky, and located on the South side of Winchester Road (US60) and the East side of Patchen Wilkes Drive in Lexington, Fayette County, Kentucky.

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: EMILY GENTRY ,dc

201705220090

May 22, 2017 11:24:42 AM

Fees	\$25.00	Tax	\$0.00
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Total Paid	\$25.00
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8 Pages

360 - 367