

When recorded, return to:

Jason F. Wood, Esq.
Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, AZ 85004

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
PLAINVIEW SUBDIVISION, SECTION 2A-1**

**PLAT AND SUBDIVISION BOOK 30, PAGE 9
JEFFERSON COUNTY, KENTUCKY**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
PLAINVIEW SUBDIVISION, SECTION 2A-1** (this "Amendment") is made as of this 23
day of August, 2019.

RECITALS

A. That certain Declaration of Restrictions Plainview Subdivision, Section 2A-1 was recorded in the office of the County Court of Jefferson County Kentucky (the "Official Records") on May 1, 1973, in Book No. 4617, Page 417 (as amended, supplemented and modified from time to time, the "Declaration").

B. Section 14 of the Declaration provides that the Declaration may be amended at any time with the affirmative action of the owners of seventy-five percent (75%) of the lots subject to the Declaration.

C. The undersigned represent at least seventy-five percent (75%) of the owners of the lots subject to the Declaration, and the undersigned desire to amend the Declaration subject to the terms and conditions of this Amendment and in accordance with Section 14 of the Declaration.

NOW, THEREFORE, the undersigned agree to amend the Declaration in accordance with the following:

1. Recitals and Definitions Incorporated. The recitals set forth above are by this reference incorporated herein. All terms which are capitalized in this Amendment, thereby

indicating their use as defined terms, shall have the meaning given to such terms in the Declaration unless otherwise defined herein.

2. Conflict; Affirmation. If there is any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall prevail and control. Except as specifically amended by this Amendment, the Declaration shall continue in full force and affect.

3. Amendment. The Declaration is hereby amended such that Sections 5, 6, 7, 8, 9 and 10 of the Declaration shall not apply to the property described on Exhibit A attached hereto (the "Exempt Property") and the Exempt Property shall not be required to comply with the foregoing Sections of the Declaration, so long as either the (a) improvements existing on the Exempt Property substantially comply with the plans and specifications by WHN Architects dated April 5, 2019 and titled Project No. 15227.115, which were approved by the Association on June 26, 2019, or (b) Exempt Property is owned or occupied by Carvana, LLC, an Arizona limited liability company ("Carvana"), an affiliate of Carvana, a successor of Carvana, a lessor to Carvana, or a mortgagee to Carvana. As used herein, "affiliate" shall mean any entity controlling Carvana, controlled by Carvana, or under common control with Carvana, and "successor" shall mean any successor entity to Carvana in a merger of or with Carvana, in a sale of all or substantially all of the assets of Carvana, or in any other such transaction involving Carvana.

4. Association. The Plainview Maintenance Association, Inc. shall remain as the Association under the Declaration; nothing herein shall alter such entity remaining as the Association under the Declaration.

5. Authority. Each of the undersigned represents and warrants to the other and its successors and assigns that it has full power and authority to enter into this Amendment, amend the Declaration in accordance with the terms of this Amendment and perform its obligations hereunder.

6. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the matter which is the subject of this Amendment. No oral understanding or agreement not specifically referencing and amending this Amendment shall have any effect on the terms hereof.

7. Successors and Assigns. This Amendment is binding upon the parties hereto and upon their respective heirs, successors, and assigns.

[Signature Pages Follow]

LAKESHORE PROPERTY HOLDINGS, LLC, a Kentucky limited liability company

By: _____
Name: L. Keith Swisher Jr
Title: owner

STATE OF Kentucky)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 26th day of August, 2019, by L. Keith Swisher Jr the owner of **LAKESHORE PROPERTY HOLDINGS, LLC**, a Kentucky limited liability company, on behalf of such entity.

[Signature]
Notary Public

My Commission Expires: 12/3/2019



CARDINAL PROPERTY HOLDINGS,
LLC, a Kentucky limited liability company

By: [Signature]
Name: L. Keith Swisher Jr.
Title: owner

STATE OF Kentucky)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 26th day of August, 2019, by L. Keith Swisher Jr. the owner of **CARDINAL PROPERTY HOLDINGS, LLC**, a Kentucky limited liability company, on behalf of such entity.

[Signature]
Notary Public

My Commission Expires: 12/3/2019



Exhibit A

Legal Description of Exempt Property

The Land referred to herein below is situated in the County of Jefferson, State of Kentucky, and is described as follows:

BEING TRACTS 1 AND 2 ON THE PLAT ATTACHED TO DEED OF RECORD IN DEED BOOK 4967, PAGE 346, IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY, AND FURTHER, BEING ALL OF TRACT 3, PLAINVIEW, REVISED TRACT 21, SECTION 2-A-1, AS SHOWN ON THE PLAT RECORDED IN PLAT AND SUBDIVISION BOOK 32, PAGE 17, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY, AND THE WESTERLY PORTION OF TRACT 4, PLAINVIEW, REVISED TRACT 21, SECTION 2-A-1, AS SHOWN ON THE AFORESAID PLAT, SAID WESTERLY PORTION OF TRACT 4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER COMMON TO SAID TRACT 3 AND TRACT 4, THENCE WITH THE SOUTHERLY LINE OF LAKE SHORE COURT WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND A CHORD OF NORTH 67° 00' 23" EAST 21.81 FEET TO THE END OF SAID CURVE; THENCE LEAVING THE SOUTHERLY LINE OF LAKE SHORE COURT SOUTH 35° 36' 15" EAST 184.02 FEET TO A POINT; THENCE SOUTH 89° 02' 10" EAST 111.00 FEET TO A POINT; THENCE SOUTH 00° 57' 50" WEST 68.00 FEET TO A POINT; THENCE NORTH 89° 02' 10" WEST 155.91 FEET TO A POINT; THENCE NORTH 89° 09' 05" WEST 43.00 FEET TO A POINT; THENCE NORTH 10° 24' 47" WEST 211.17 FEET TO THE POINT OF BEGINNING, THE AFORESAID WESTERLY PORTION OF TRACT 4, PLAINVIEW, REVISED TRACT 21, SECTION 2-A-1 CONTAINING 0.525 ACRES AND THE AFORESAID TRACT 3, PLAINVIEW, REVISED TRACT 21, SECTION 2-A-1 CONTAINING 0.975 ACRES (ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINING A TOTAL OF 1.50 ACRES, MORE OR LESS).

BEING THE SAME PROPERTY CONVEYED TO LAKESHORE PROPERTY HOLDINGS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, IN FEE SIMPLE, BY GENERAL WARRANTY DEED DATED AUGUST 29, 2016 AND RECORDED SEPTEMBER 2, 2016 OF RECORD IN DEED BOOK 10702, PAGE 796, IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY.

Parcel No. 22-1907-0037-0003