

FIFTH AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GARDINER PARK

Plat and Subdivision Book 44, Pages 83 and 84; and
Plat and Subdivision Book 46, Page 58; and
Plat and Subdivision Book 48, Page 50; and
Plat and Subdivision Book 50, Page 50
Jefferson County, Kentucky

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARDINER PARK (“Fifth Amendment”) is made, imposed and declared as of this ____ day of _____, 2007, by **GARDINER PARK II, LLC**, a Kentucky limited liability company, in its capacity as successor to Gardiner Park Development, LLC, a Kentucky limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the sole owner of, or sole voting member as of the date hereof, with power and authority to amend and enforce the Declaration of Covenants, Conditions and Restrictions with regard to all platted lots in a certain residential subdivision known as “Gardiner Park” as shown on plat of Section 2 – Phase 1 of record in Plat and Subdivision Book 44, Pages 83 and 84, and as shown on plat of Section 2 – Phase 2 of record in Plat and Subdivision Book 46, Page 58, and as shown on plat of Section 2 – Phase 3 of record in Plat and Subdivision Book 48, Page 50, and as shown on plat of Section 3 of record in Plat and Subdivision Book 50, Page 50, all in the Office of the County Clerk of Jefferson County, Kentucky (the “Record Plats”); and

WHEREAS, Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions for Gardiner Park in order to clarify and better address certain parking restrictions and conditions, as of record in Deed Book 7142, Page 597, as amended and restated by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardiner Park of record in Deed Book 7452, Page 969, as amended by First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardiner Park of record in Deed Book

7992, Page 262; and as amended by Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardiner Park of record in Deed Book 8263, Page 305; and as amended by Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardiner Park of record in Deed Book 8308, Page 789; and as amended by Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardiner Park of record in Deed Book 8539, Page 442, all in the Office of the Clerk aforesaid (the “Declaration”); and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares as follows:

1. Article VIII, Section 3, subparagraph (d)(ii) shall be deleted in its entirety and replaced with the following:

ii) No vehicle, motorized or otherwise, including but not limited to, those set forth in paragraph (d)(i) above, shall be parked except in a garage when parked on a “duplex” lot where the garages of the two units face each other. Further no such vehicle of an Owner or Resident shall be parked overnight on any street, right-of-way of the Subdivision or designated parking area. Guests or family of Owners or Residents shall park vehicles only in legal driveways or designated parking lots overnight but for no more than 90 days in any 365 day period. There shall be no habitation of any vehicle parked anywhere in the Subdivision.

IN WITNESS WHEREOF, this Fifth Amendment has been executed by the duly authorized representative of Declarant as of the date set forth above.

GARDINER PARK II, LLC
A Kentucky limited liability company

Signature
By: _____
Title: _____

