

PROPOSED DEED RESTRICTION AMENDMENT.

SUBJECT TO APPROVAL BY CEDAR CREEK HOMEOWNERS ASSOCIATION MEMBER HOUSEHOLDS.

1. A new section is added to the restrictions which shall read as follows:

"Leasing or Renting. Effective upon the recording of this instrument, no owner of a lot may rent or lease same unless (a) the owner held legal title to the lot prior to the date of the recording of this instrument and the lot was being used for rental purposes on the date of the recording of this instrument, (b) the lot is leased to a member of the

owner=s immediate family (parents, grandparents, children and grandchildren), (c) the owner or owner=s spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky, (d) the owner moved to a nursing home or extended care facility, or (e) the owner dies and there is no surviving spouse who resided with the deceased at time of death.

Upon the occurrence of c, d, or e above, a lot may be leased or rented for a total period of time not to exceed two (2) years and a lease or rental agreement entered into upon the occurrence of a, b, c, d or e shall be subject to the following restrictions:

i. A fully executed copy of any proposed lease shall be delivered to the Board five (5) days before the term is to begin; and

ii. Any such lease or rental agreement shall be subject to the Declaration of Restrictions ("the restrictions") for Cedar Creek Subdivision, Section 4, as amended.

2. A new section shall be added to the restrictions which shall read as follows:

"In the event that it becomes necessary for Cedar Creek Neighborhood Association, Inc. to take legal action to collect maintenance fees or enforce the restrictions, it shall be entitled to recover its attorney fees and court costs."

3. Except as set forth above to the contrary all terms and conditions of the restrictions shall remain in full force and effect.