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FIFTH AMENDMENT OR SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALDERBROOK SUBDIVISION

The Declaration of Covenants, Conditions and Restrictions for the Alderbrook Subdivision in Kenton County, Kentucky were adopted on June 5, 2009 by the initial developer, Manor Lake LLC, and were recorded in the Kenton County Clerk's Office in Independence, Kentucky, in O R Vol I-2525, page 183, and amended or supplemented by documents recorded in O R Vol I-2678, page 141; O R Vol I-2904, page 259; O R Vol I-4231, page 131. Pursuant to Article II, par 2 of those covenants, the developer has the power to amend or supplement this Declaration as long as it still owns lots in the development. Pursuant to Article XI, all of the rights of developer can be and subsequently were assigned and transferred by written document to Arlinghaus I LLC when the balance of the real estate was transferred to it on May 24, 2013. Arlinghaus I LLC still owns lots and undeveloped land in this community, and is still the developer, and desires to amend and supplement the Declaration in order to complete the development and sell lots and homes, and to clear up conflicts in the Association documents. Arlinghaus Builders LLC owns several lots as described below and signs to show that it consents to this Amendment and Supplement. Alderbrook Homeowners' Association, Inc. also signs to show that it consents to this Amendment and Supplement, after discussing this topic with owners at the most recent annual meeting of owners and having received no negative feedback.

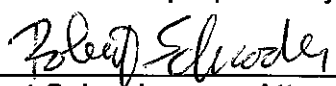
The property affected by these Amendments includes all developed Lots and undeveloped Lots and land in the community as identified in the attached Exhibit A.

Specifically the developer amends the Declaration Article III, 5, as follows:

5. Board of Directors. Until the third Annual Meeting, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Developer need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, limited liability company, joint venture or other entity, the Lot Owner may elect as a Director an officer, partner, member or manager, joint venturer or like individual affiliated with this Lot Owner.

At the third Annual Meeting, the Board of Directors shall expand from three (3) to five (5) Directors. At such meeting, the Class B Member shall appoint three (3) Directors for a two (2) year term. Thereafter, at each bi-annual meeting, the Class B Member, until the Control Period Special Meeting (as herein defined), shall appoint three (3) Directors for a two (2) year term.

This instrument prepared by:


Robert Schroder Attorney
142 Barnwood, Edgewood, Ky 41017

Recorded KENTON COUNTY CLERK
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At the Third Annual Meeting, the Class A Members shall elect two (2) Directors. One (1) of the Directors shall be elected for a two (2) year term and one (1) of the Directors shall be elected for a one (1) year term. At the expiration of the terms of such Directors, until such time as the Developer shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Directors for a two (2) year term.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Developer-appointed Directors shall be deemed removed from office and the Class A members, including the Developer, if it is then an Owner, shall elect a Director to fill the vacancy on the Board. The terms of said elected Directors shall be from one (1) to two (2) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Directors shall expire. Two (2) of the three (3) Directors with the most votes shall be the Directors who shall serve the two (2) year term; and the Director with the third most votes shall serve a one (1) year term. Additionally, after the Control Period Special Meeting, all Directors and their successors, shall be elected by Class A members and shall be elected for a two (2) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one (1) or more Directors at such Annual Meeting pursuant to this Section.

In addition, the developer amends the Declaration Article IX, paragraph 1. B. as follows:

B. OTHER STRUCTURES. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed, provided, however, that one (1) outdoor storage structure not exceeding 10' x 12' x 8' (wall height) may be erected on each Lot directly behind the home, within 20 feet of the home, and not past the sides of the home in a manner and fashion that they are not visible from the street in front of the home. The construction, specifications, colors and placement of such Structures shall be subject to the approval of the Board.

The other terms of the Declaration remain as originally written and adopted.

IN WITNESS WHEREOF, the developer Arlinghaus I LLC by its authorized Officer and pursuant to resolution, and the property owner of several of the subject lots - Arlinghaus Builders LLC by its authorized Officer and pursuant to resolution, and Alderbrook Homeowners' Association, Inc. by its President pursuant to resolution, sign below to indicate their approval of this Amendment.

Date: May 10, 2019

ARLINGHAUS I LLC

By: Robert Schroder
Vice-President

ARLINGHAUS BUILDERS LLC

By: Robert Schroder
Vice-President

Alderbrook Homeowners' Association, Inc.

By: Robert Schroder
President

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

The above Amendment/Supplement to Declaration of Covenants was signed, sworn to and acknowledged personally before me this 10 day of May, 2019, by Robert Schroder, Vice President of Arlinghaus I LLC, and by Robert Schroder, Vice President of Arlinghaus Builders LLC, and by Robert Schroder President of Alderbrook Homeowners' Association, Inc, for and on behalf of each of those entities.

Paul Welles
Notary Public Ky State at Large # 558291
My Commission Expires: 6-6-20