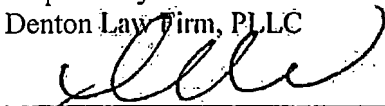


Prepared By And When Recorded Return To:
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240684

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS AND RECIPROCAL EASEMENTS FOR
HUSBAND ROAD COMMERCIAL CENTER
PADUCAH, MCCRACKEN COUNTY, KENTUCKY**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS AND RECIPROCAL EASEMENTS (this "Amendment") is made by **LOTS OF WHEELS, LLC** (the "Developer"), who is an original developer and owner of lots, and all of the other owners of lots (collectively, the "Owners") within the development located in Paducah, McCracken County, State of Kentucky, and known as "Husband Road Commercial Center" (the "Development").

WITNESSETH:

WHEREAS, the Developer and the Owners are 100% of the current lot owners in the Development; and

WHEREAS, the original Declaration of Protective Covenants and Restrictions and Restrictions and Reciprocal Easements for the Development was made on October 25, 2016, and is recorded in Deed Book 1331, page 522, in the County Clerk's office of McCracken County, Kentucky (the "Declaration"); and

WHEREAS, the Declaration at Article VII, subparagraph 4., allows for the written amendment of the Declaration by 100 % of the original lot owners or their successors and assigns; and

WHEREAS, the Developer and Owners desire to amend Article II, "Protective Covenants," of the Declaration for the mutual benefit and protection of Developer and the Owners of the Development.

NOW, THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the Developer and the Owners do hereby declare that the original

Declaration of Protective Covenants and Restrictions and Restrictions and Reciprocal Easements for Husband Road Commercial Center, which shall run with the land and be binding upon and inure to the benefit of the Developer and all Owners of the Development shall hereby be amended as follows:

I. THE MODIFICATIONS:

**ARTICLE II
PROTECTIVE COVENANTS**

1. Parcels I-BEWO, II-BEWO, III-BEWO are hereby subject to the following protective covenants:
 - a) The retail sale of motor fuel products and tobacco products shall not be permitted.
 - b) The retail sale of packaged alcohol or liquor shall not be permitted. This shall not be construed as prohibiting the sale of alcohol or liquor by the drink by any restaurant, hotel, bar or business located within the Commercial Development.
2. Parcel I-BEWO is hereby subject to the following protective covenant:
 - a) The retail sales of motorcycles or all-terrain vehicles shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles or all-terrain vehicles taken in on trade.
3. Parcels II-BEWO and III-BEWO are hereby subject to the following protective covenants:
 - a) The retail sale, service or storage of recreational vehicles shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of recreational vehicles taken in on trade.
 - b) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser.
4. Parcels I-WHEELS and II-WHEELS are hereby subject to the following protective covenants:
 - a) The retail sale of motor fuel products and tobacco products shall not be permitted.

- b) The retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed, in any way, as prohibiting the retail sale, service or storage of motorcycles, all-terrain vehicles, ATVs, 4-wheelers, side by sides, boats, off-road motor vehicles or the occasional sale of recreational vehicles taken in on trade.
- c) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser.

5. Parcel IV-WHEELS is hereby subject to the following protective covenants:

- a) The retail sale of motor fuel products and tobacco products shall not be permitted.
- b) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.
- c) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser.

6. Parcel III-WHEELS is hereby subject to the following protective covenants:

- a) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.
- b) No building to be constructed shall extend taller than 2 stories or thirty-five (35) feet, whichever is lesser. This covenant shall not be construed as prohibiting the installation and utilization of high-rise signs.

7. Parcels V-WHEELS and VI-WHEELS are hereby subject to the following protective covenants:

- a) The retail sale of motor fuel products and tobacco products shall not be permitted.
- b) The retail sale of motorcycles or all-terrain vehicles, the retail sale, service or storage of recreational vehicles or a recreational vehicle campground shall not be permitted. This covenant shall not be construed as prohibiting the occasional sale of motorcycles, all-terrain vehicles or recreational vehicles taken in on trade.

8. Parcels I-WHEELS, II-WHEELS, IV-WHEELS, V-WHEELS and VI-WHEELS are hereby subject to the following protective covenant:

The retail sale of packaged alcohol or liquor shall be prohibited with the exception that one (1) full-service liquor store may be allowed on either Parcel I-WHEELS, II-WHEELS, IV-WHEELS, V-WHEELS or VI-WHEELS. This shall not be construed as prohibiting the sale of alcohol or liquor by the drink by any restaurant, hotel, bar or business located within the Commercial Development. The full-service liquor store shall be restricted from selling tobacco, with the exception of cigars.

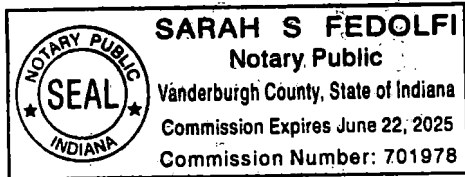
II. REAFFIRMATION OF PROVISIONS OF DECLARATION:

Except as otherwise modified, altered, and amended in this Amendment to the Declaration, all of the provisions of the Declaration shall remain in full force and effect and shall be fully binding upon the Developer and the Owners of the Development.

3. EFFECTIVE DATE:

This Amendment to Declaration shall be effective upon recording within the McCracken County Court Clerk's office.

WITNESS the following signatures.



LOTS OF WHEELS, LLC

BY: [Signature]
EVAN L. BECK, MANAGER

STATE OF Indiana
COUNTY OF Vanderburgh

The foregoing instrument was acknowledged before me this 5th day of August, 2022, by Evan L. Beck, Manager, of Lots of Wheels, LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires 6.22.2025

[Signature]
Notary Public, State at Large
Notary ID # 701978

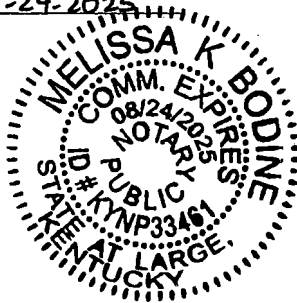
NEWCOMB OIL CO., LLC

By: J.L. Newcomb Jr
J.L. NEWCOMB, JR.,
PRESIDENT/MANAGER

STATE OF KENTUCKY
COUNTY OF NELSON


The foregoing instrument was acknowledged before me this 2 day of August, 2022, by J.L. Newcomb, Jr., President/Manager, of Newcomb Oil Co., LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires 8-24-2025



Melissa K. Bodin
Notary Public, State at Large
Notary ID # KYNP33461

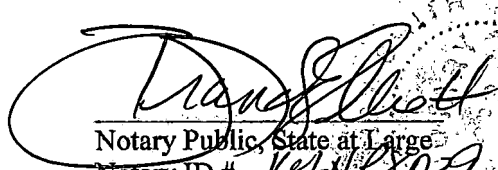
LAKESHORE PROPERTIES, LLC


By: 
ROGER ALLEN YOUNGBLOOD,
MANAGER

STATE OF KENTUCKY
COUNTY OF Graves

The foregoing instrument was acknowledged before me this 5 day of Aug
2022, by Roger Allen Youngblood, Manager, of Lakeshore Properties, LLC, a Kentucky limited liability
company, on behalf of said company.

My commission expires May 29, 2024


Notary Public, State at Large
Notary ID # 16JNP8039



SEAFORD HOLDINGS, LLC

By: *Brian Brooks Seaford*
BRIAN BROOKS SEAFORD,
MEMBER

STATE OF KENTUCKY
COUNTY OF McCracken 0

The foregoing instrument was acknowledged before me this 4th day of August, 2022, by Brian Brooks Seaford, Member, of Seaford Holdings, LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires 9/5/2023

Rebecca E. Bundy
Notary Public, State at Large
Notary ID # 630859



DOCUMENT NO: 660073
RECORDED: August 25, 2022 02:11:00 PM
TOTAL FEES: \$52.00
COUNTY CLERK: JAMIE HUSKEY
DEPUTY CLERK: CARA DOTSON
COUNTY: MCCRACKEN COUNTY
BOOK: D1465 PAGES: 484 - 490

DVF