

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ACADEMY RIDGE AT LANDIS LAKES
JEFFERSON COUNTY, KENTUCKY**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ACADEMY RIDGE AT LANDIS LAKES is made, entered into and effective as of April 7, 2003, by **DOMINION HOMES OF KENTUCKY, LTD.**, a Kentucky limited partnership, having an address at 10035 Forest Green Boulevard, Louisville, Jefferson County, Kentucky 40223 ("Developer").

RECITALS:

A. Developer has previously entered into that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to *Academy Ridge at Landis Lakes*, dated as of March 14, 2001, of record in Deed Book 7613, Page 860, in the Jefferson County Clerk's office, as amended by an Amendment dated as of March 14, 2001, of record in Deed Book 7934, Page 866, and by a Second Amendment dated as of September ____ 2002, of record in Deed Book 7969, Page 458, in the office aforesaid.

B. Developer is obligated as the "Developer" under the Declaration.

C. Section 1.2 of the Declaration provides that Developer may annex additional real property to *Academy Ridge at Landis Lakes* by amendment to the Declaration.

D. Section 12.3 of the Declaration provides until the Turnover Date, the Developer may unilaterally amend this Declaration at any time without the consent of any owners of lots in the real estate described in the Declaration.

E. The Developer now desires to further amend the Declaration, to add Section 2, Phase 2 as a portion of the "Property" to which the Declaration pertains, and to include Section 2, Phase 2 within the scope of the Declaration, as described herein.

NOW, THEREFORE, for and in consideration of the above recitals, Developer hereby declares as follows:

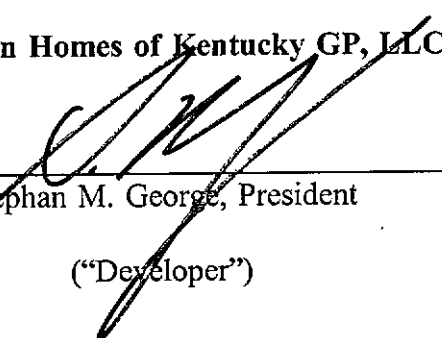
1. ADDITIONAL SECTION. From and after the date of this Third Amendment, the term "Property," as defined in the Declaration, shall include Section 2, Phase 2 as shown on a Plat of record in Plat Book 48, Page 89, in the office aforesaid. The parties intend that Section 2, Phase 2 shall be entitled to all of the benefits granted to the Property pursuant to the Declaration, and shall be encumbered by all of the burdens imposed on the Property pursuant to the Declaration.

2. RATIFICATION. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the Developer as of the date noted above.

DOMINION HOMES OF KENTUCKY, LTD.


By: Dominion Homes of Kentucky GP, LLC

By: 
Stephan M. George, President
("Developer")

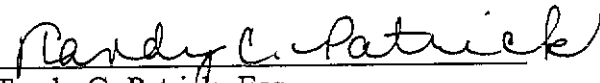
COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 7 day of April, 2003, by Stephan M. George, as President of Dominion Homes of Kentucky GP, LLC, a Kentucky limited liability company, as General Partner of Dominion Homes of Kentucky, Ltd., on behalf of the limited partnership.

My commission expires: MARCH 11, 2007


NOTARY PUBLIC

This instrument was prepared by:


Tandy C. Patrick, Esq.
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County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: EVENAY