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FOURTEENTH SUPPLEMENT TO THE DECLARATION
of
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS
for
SADDLEBROOK FARMS
Including Protective Covenants and Restrictions
for
Saddlebrook Farms, Section 22

THIS FOURTEENTH SUPPLEMENT TO THE DECLARATION is made by Cincinnati Land Development Corporation, successor Declarant as to 18.58 acres pursuant to Assignment of Declarant's Rights for Saddlebrook Farms, given to it by Saddlebrook Partners, an Ohio general partnership, (Declarant), for the purpose of amending the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Saddlebrook Farms, which Declaration was recorded on February 8, 1990, in Miscellaneous Book 273, Pages 157 through 204, inclusive, of the records of the Boone County Clerk in Burlington, Kentucky. Said document is hereinafter referred to as the "Declaration".

WHEREAS, Cincinnati Land Development Corporation desires to annex to the Declaration certain real property developed and owned by it in accordance with the provisions of Article II of the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Saddlebrook Farms;

NOW THEREFORE, Cincinnati Land Development Corporation hereby declares that the following real property is annexed to and made subject to the provisions of the Declaration:
Situated in the City of Florence, Boone County, Kentucky, and more particularly described as follows:

Being all of Lots Numbered 131 through 153, inclusive and all property designated H.O.A. of Saddlebrook Farms, Section 22 as recorded in Plat Slide 514B of the Boone County Clerk's records at Burlington, Kentucky.

Group No. 3953 (Lots 131-141) and Group No. 3954 (Lots 142-153).

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The above described property shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions, assessments and charges contained in the Declaration, which shall run with the property and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The above property shall also be subject to the Protective Covenants for Saddlebrook Farms, Section 22, attached hereto and made a part hereof.

This Supplemental Declaration is made pursuant to the authority granted by Article II of the Declaration, providing for annexation of additional property.

IN WITNESS WHEREOF, the successor Declarant has executed this Supplement to the Declaration pursuant to resolution of the Board of Directors on this 14th day of October, 1999.

Signed and acknowledged in the presence of:

Cincinnati Land Development Corporation, an Ohio corporation

By: William R. Ryan
William R. Ryan, C.E.O.

Witness J. D. Himmelstein

Witness David Dunbacher

State of Ohio, County of Hamilton, SS:
The foregoing instrument was acknowledged before me this 14th day of October, 1999 by William R. Ryan, CEO, President of Cincinnati Land Development Corporation, an Ohio corporation, on behalf of the corporation.

Notary Public, State of Ohio

DAVID DUNBACHER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date, Section 147.03 R.C.

SADDLEBROOK FARMS - SECTION 22
PROTECTIVE COVENANTS AND RESTRICTIONS

1. DEVELOPER - As referred to herein, the Developer is Cincinnati Land Development Corporation, P. O. Box 250, Loveland, Ohio 45140, its successors and assigns or designees.

2. HOMEOWNERS' ASSOCIATION - Each purchaser, its successors and assigns, of every lot in the subdivision by acceptance of the lot covenants and agrees to conform with the requirements of members of the Saddlebrook Farms Homeowners' Association, Inc. as set forth in the Declaration and in the By-Laws and Regulations for the Association which has been established for the care and maintenance of the common areas, club house, tennis courts, pool, boulevard, entrance monuments and any walls, landscape features within the adjacent right of way and easements.

3. ZONING CONFORMITY - All lots shown on the recorded subdivision plat for Section 22 shall conform to the zoning regulations of the City of Florence, Boone County, Kentucky.

4. LAND USE - No lot in the subdivision shall be used except for residential purposes. No structure shall be erected on any lot except one single family dwelling which may include an attached garage for at least two (2) but no more than three (3) cars.

5. ARCHITECTURAL CONTROL - Construction is prohibited on any structure, fence, wall or building until the plans, specifications and site location thereof are first approved in writing by the Design Review Board. Such approval must be obtained before any construction is commenced. If such plans are not rejected in writing and no approval has been received within thirty days from submission for approval, they shall be automatically approved. All buildings must be field staked by a registered surveyor before construction commences. It shall be the responsibility of the owner or his agent or contractor to cause the location of the building to be so established.

6. DURATION OF CONSTRUCTION - All construction must be completed, including landscaping, within one (1) year from commencement of said construction.

7. UTILITIES - All fuel tanks, pumps and all private utilities shall be placed underground excepting those installed inside the principal dwelling and excepting for air conditioning units and equipment related thereto.

8. FENCES AND WALLS - No wall or fence shall extend into the front yard beyond the setback line of each respective residence, except however any retaining wall or other wall required by the nature or contour of the lot. Permitted fences shall not exceed four (4) feet in

height except fences around swimming pools which may be higher when required by law, or as approved prior to construction. No allowed fences will be constructed using metal visible framework.

9. MATERIALS - (A) All houses in the subdivision shall be constructed of stone, brick and frame or other approved construction materials. (B) No asbestos siding shall be used in the construction of any house. No cinder blocks or concrete blocks shall be exposed on any exterior walls without the written consent of the Developer or its designee. (C) No modular houses will be permitted in the subdivision unless plans are approved by the Design Review Board, or their designee. (D) All driveways shall be constructed of either asphalt or concrete.

10. APPEARANCE - No worn out automobiles, machinery, equipment or parts shall be dumped or stored upon any lot, either temporarily or permanently, and owners shall keep the lots free from all trash and other debris, excepting building materials may be kept or stored thereon temporarily during the period of construction of the dwelling unit. All unused building materials shall be removed as soon as possible after construction is complete. The owners of the lots shall keep them mowed and free of tall grass and weeds and shall maintain the premises so that they have a neat and attractive appearance. The owners of the lots shall permit no debris of any kind to be deposited on any lot or upon the streets or right-of-ways in the subdivision. Should the owner of any lot fail to abide by this covenant, any of the materials or the trash herein mentioned may be removed at the expense of the owner. All dwellings and other structures that might be permitted shall at all times maintained so that they have neat and attractive appearance. Portions of structures that are painted shall be re-painted when needed to keep their appearance attractive.

11. ANIMALS - No hogs, goats, poultry or other livestock shall be kept on any lot in the subdivision, however each resident shall be permitted ordinary household pets of not more than two (2) dogs and two (2) cats. No commercial use or breeding of any animals shall be permitted on any lot in the subdivision.

12. NUISANCES - No offensive odors or unsightly nuisances will be permitted on any lot in the subdivision which may be construed to be detrimental to the neighborhood.

13. TEMPORARY STRUCTURES - No structures of a temporary character, trailer, barn or other out building shall be used on any lot after the permanent residence on each respective lot has been completed. This will not prohibit a small temporary sales office of the Developer to be used while the subdivision is being developed.

14. OIL AND MINING OPERATIONS - No oil drilling, quarrying or mining operations shall be permitted on any lot in the subdivision.

15. PARKING OF TRUCKS AND OTHER VEHICLES - (A) No trucks of any kind shall be permitted to be parked in the subdivision for a period of more than four (4) hours, unless the same is actually being used for construction of, or repair work on, a house in the subdivision. In no event will any truck be permitted to be parked in the subdivision overnight unless said truck is in an enclosed garage. For a point of clarification, passenger type station wagons and passenger vans shall not be construed to be trucks, but rather they shall be classified in the same category with any other passenger type vehicle. (B) No vehicle with lettered signs, which letters are over four (4) inches in height shall be parked on any lot or street for more than four (4) hours at a time, and no vehicle with letters over four inches in height shall be parked overnight, unless said vehicle is in an enclosed garage. (C) No boats, trailers, mobile homes or house vehicles shall be permitted to be parked on any lot in the subdivision unless the same is stored in an enclosed garage so as not to constitute an unsightly nuisance to the surrounding property. (D) No buses shall be parked on any lot or street in the subdivision. (E) No vehicle which constitutes an unsightly nuisance shall be allowed to be on any lot or street in the subdivision. (F) These restrictions, with references to vehicles as referred to in this Paragraph 15, shall not apply to vehicles used in the construction and/or development of the subdivision.

16. MISCELLANEOUS - No metal swings, above ground pools, satellite dishes or radio or television antennas, or other similar fixtures or equipment shall be permitted upon the exterior of any lot or building. No clothes lines shall be permitted upon the exterior of any lot.

17. SANITARY - The sanitary sewers have been engineered to serve all lots by natural gravity flow. If any owner or contractor sets the dwelling house elevation too low to use such sewers as so engineered, the developer shall not be liable for any expense incurred for correcting the elevation or for any other correction which may be required for use of the sewer. All sewer and water taps will be indicated with a board or marker at the approximate location of the tap. The developer shall not be responsible for locating the taps after the lots have been sold. All tap-in charges shall be paid for by the owner of each lot as determined and assessed by the county regulatory agencies.

18. SIGNS - No sign shall be permitted on any lot or building in the subdivision, except that owner or owner's agent shall be permitted to place a temporary sign, not to exceed five (5) square feet in size, advertising the property for sale or rent. This does not prohibit street or subdivision signs.

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19. DURATION OF RESTRICTIONS - These Protective Covenants and Restrictions shall remain in full force and effect until February 1, 2012, at which time they shall be automatically extended for successive ten (10) year periods, unless by a vote of seventy-five percent (75%) of the lot owners in the subdivision, they are amended or terminated.

20. PERMEABILITY - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. ENFORCEMENT - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of these covenants, either to restrain violations or to recover damages resulting from the violation or attempt thereof.

22. DECLARATION - All lots in Saddlebrook Farms, Section 22 are subject to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Saddlebrook Farms as recorded in Miscellaneous Book 273, Pages 157 through 204 of the records of the Boone County Clerk in Burlington, Kentucky.

This instrument prepared by:
David Dumbacher, Attorney at Law
2804 Whitehouse Lane
Cincinnati, Ohio 45244

RETURN TO:

David Dumbacher, Attorney at Law

State of Kentucky, County of Boone
JERRY W. ROUSE, Clerk of the Boone County Court, do certify that the foregoing instrument of writing was, on the ____ day of _____, 1999, at _____ M, lodged in my office for record, and that it has been duly recorded in my said office, together with this and the certificate thereon endorsed.
Given under my hand this ____ day of _____, 1999.
JERRY W. ROUSE, CLERK
By _____ D. C.

State of Kentucky, County of Boone
MARILYN K. ROUSE, Clerk of the Boone County Court, do certify that the foregoing misc was, on the 14 day of Oct
GG, at 830 A M, lodged in my office for record, and that it has been duly recorded in my said office, together with this and the certificate thereon endorsed.
Given under my hand this 14 day of Oct
GG
MARILYN K. ROUSE
By _____ D.C.