

ESTATES OF HUNTING CREEK

SECTION 1

**DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)**

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 1

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions", recorded in Deed Book 5763 beginning at Page 882, with Amendments in Deed Book 6088, Page 70, and Deed Book 6102, Page 881, all in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 1 through 56, inclusive, as shown on the plat of Estates of Hunting Creek, Section 1 of record in Plat and Subdivision Book 36, Pages 53-54, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section (2)(a) of the Original Declaration is amended to read as follows:

The word "fence" is deleted from Section (2)(a) of the Original Declaration and the following paragraph is added to the end of Section (2)(a) of the Original Declaration:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and

specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(3) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(4) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 1, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald F. Hettinger
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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Document No: 1992158620
Lodged By: borowitz
Recorded On: Dec 16, 1992 03:14:16 P.M.
Total Fees: \$10.50
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

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SECOND AMENDMENT TO
ESTATES OF HUNTING CREEK, SECTION 1
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, does hereby make the following Amendment to the "Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions" recorded in Deed Book 5763, beginning at Page 882, in the County Clerk's Office of Jefferson County, Kentucky, and as previously amended by a prior Amendment recorded in Deed Book 6084, beginning at Page 70, in the County Clerk's Office aforesaid ("Original Declaration").

The Original Declaration covered lots 1 through 56 inclusive as shown on the Plat of Estates of Hunting Creek, Section 1, of record in Plat and Subdivision Book 36, Pages 53-54 in the County Clerk's Office aforesaid ("Plat"). Lot 36 of the Subdivision as shown on the Plat consisted of land originally designed for two lots. It is now the intention of the Developer and the owner of Lot 36 to restore Lot 36 to two lots, to be designated as Lot 35 and Lot 36A, as shown on Plat attached hereto and made part hereof. (Both the front and rear of said Plat are copied as part hereof).

① All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 1, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this July 31st, 1991. ②

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

31st The foregoing instrument was acknowledged before me on the day of July, 1991, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires:

July 1, 1993

Jennifer J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE,
KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By:

Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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PAID \$
REBECCA JACKSON J.C.C.

Rebecca Jackson

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AMENDMENT TO
ESTATES OF HUNTING CREEK, SECTION 1
DECLARATION OF COVENANTS AND RESTRICTIONS

The Estates of Hunting Creek, Section 1 ("Subdivision") Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Office of the County Clerk of Jefferson County, Kentucky, ("Restrictions") are hereby amended as follows:

1. The first sentence of Section (1)(a) ("Primary Use Restrictions") of the Restrictions reading as follows is deleted:

"No lot shall be used except for private single family residential purposes."

The following sentences are inserted in Section (1)(a) of the Restrictions in lieu thereof.

"No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld"

2. Section (1)(c) of the Restrictions reading as follows is deleted:

"No portion of any lot in Subdivision shall be used for ingress or egress to another lot."

The following sentence is inserted in Section (1)(c) of the Restrictions in lieu thereof.

"No portion of any lot in Subdivision shall be used for ingress and egress to another lot except as provided in Section (1)(a) above."

3. Section (22)(a) ("Obligation to Construct or Reconvey") shall not apply to lots used as a yard and for landscaping and driveway purposes used in connection with an adjoining lot as referred to in amended Section (1)(a).

4. All other provisions of the Restrictions as amended hereby remain in full force and effect.

5. These Amendments to the Restrictions are made by KEN-RO, INC., a Kentucky corporation, the Developer, on its own behalf and on behalf of all lot owners of the Subdivision, and as attorney-in-fact of all said lot owners of the Subdivision,

pursuant to the authority granted by Section (23) ("Restrictions Run With Land. Power of Attorney.") of the Restrictions.

WITNESS the signature of Developer by its duly authorized officer on this 31st day of July, 1991.

KEN-RO, INC.

By: *R. Hettinger*
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Ronald F. Hettinger, President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation, this 31st day of July, 1991.

My commission expires: 4/25/94.

[Signature]
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: *[Signature]*
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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REBECCA JACKSON, J.C.C.
[Signature]

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BOOK 6088 PAGE 71

ESTATES OF HUNTING CREEK, SECTION 1
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 1:

BEING Lots 1 through 56 inclusive, as shown on the plat of Estates of Hunting Creek, Section 1; of record in Plat and Subdivision Book 36, Pages 53-54, in the office of the Clerk of Jefferson County, Kentucky.

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4-19-88

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create any more than 56 lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot.

(2) Approval of Construction, Fencing and Landscaping Plans.

(a) No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, fence, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(c) The Developer may install entrance structures and plantings on lots no. 1 and no. 56 of the Subdivision but is not required to do so. In the event Developer does install such structures and plantings, the lot owners shall not install his or her own fencing or other structures along that installed by Developer. Further, each such lot owner does by the acceptance of a deed for the lot, grant to Developer and/or the Association an easement over, under and across each lot for the purpose of installing, maintaining and beautifying such entrance structures and plantings. The lot owners shall not do anything to impair the beauty or condition of such structures and plantings or to alter same. Said easement is within the front set back building limits of lots No. 1 and No. 56.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than six inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision, and reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Set back requirements for Lots #41 through #54 are as follows: 30' set back with sidelines of 6' and 12'. Set back requirements for Lots #1 through #40 and #55 and #56 are as follows: 50' set back with 15' and 15' sidelines.

(6) Minimum Floor Areas.

(a) Lots #41 through #54:

i. The ground floor area of a one-story house shall be a minimum of 2,250 square feet, exclusive of the garage.

ii. The ground floor area of a one and one-half story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 2,400 square feet.

iii. The ground floor area of a two-story house shall be a minimum of 1,250 square feet, exclusive of the garage, with a total minimum square footage of 2,700 square feet.

iv. Finished basement areas, garages and open porches are not included in computing floor areas.

(b) Lots #1 through #41 and #55 and #56:

i. The ground floor area of a one-story house shall be a minimum of 2,600 square feet, exclusive of the garage.

ii. The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 2,900 square feet.

iii. The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

iv. Finished basement areas, garages and open porches are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, on Lots #1 through #40 and Lots #55 and #56, pool cabanas or separate buildings for golf cart storage may be erected, based on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court fence shall be erected on any lot in the Subdivision unless approved by Developer as to appearance and material.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and

transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by the Association.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground

for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within one year after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling approved according to paragraph 2, upon each lot conveyed; provided, that should said construction not commence within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by

Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances.

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots, each lot owner, by the acceptance of a deed for the lot, does automatically appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

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. Each provision of these covenants is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting

Creek shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the lots on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim upon said property for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots all Sections of the Subdivision are conveyed, the Developer shall have the sole and exclusive

right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Amendment to Articles and Bylaws.

Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on 4-13, 1988.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 13 day of APRIL, 1988, by RONALD F. HETTINGER as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-90

Dorothy Abrams
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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ESTATES OF HUNTING CREEK
SECTION 2A
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 2A

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 2A Declaration of Covenants and Restrictions", recorded in Deed Book 5837 beginning at Page 1 with Amendment in Deed Book 6088, Page 68, all in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 57 through 78, inclusive, and Lots 146 through 151 inclusive as shown on the plat of Estates of Hunting Creek, Section 2A of record in Plat and Subdivision Book 37, Page 14, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section (2)(a) of the Original Declaration is amended to read as follows:

The word "fence" is deleted from Section (2)(a) of the Original Declaration and the following paragraph is added to the end of Section (2)(a) of the Original Declaration:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any

commencement of work."

(3) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(4) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 2A, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald F. Hettinger

President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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END OF DOCUMENT

Document No: 1992158622
Lodged By: borowitz
Recorded On: Dec 16, 1992 03:16:03 P.M.
Total Fees: \$10.50
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

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ESTATES OF HUNTING CREEK, SECTION 2A
DECLARATION OF COVENANTS AND RESTRICTIONS
(CORRECTED)

KEN-RO, INC., a Kentucky corporation ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, recorded Declaration of Covenants and Restrictions for the Estates of Hunting Creek, Section 2, said Declaration of Covenants and Restrictions being recorded in Deed Book 5837, beginning at Page 1, in the County Clerk's Office of Jefferson County, Kentucky ("Original Declaration").

The Original Declaration set forth that the Restrictions applied to Lots 57 through 78 inclusive, and Lots 146 through 151 inclusive, as shown on the plat of Estates of Hunting Creek, Section 2, of record in Plat and Subdivision Book 37, Page 14, in the Office of the County Clerk aforesaid. The Plat, however, as recorded was designated as the "Plat of Estates of Hunting Creek, Section 2A." Thus, the recorded Plat referred to Section 2A, and the Original Declaration pertaining thereto referred to Section 2. The Original Declaration is amended hereby so that wherever Section 2 is referred to in the Original Declaration, such designation shall read Section 2A. This Amendment is consistent with the fact that, to date, the Original Declaration has been applied to all lots in the Estates of Hunting Creek, Section 2A. The effect of this Amendment is merely to make the typographical change from "Section 2" to "Section 2A" in the Original Declaration.

All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 2A, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this July 21st, 1991.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

31st The foregoing instrument was acknowledged before me on the day of July, 1991, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

ESTATES OF HUNTING CREEK, SECTION 2A
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 2:

BEING Lots 57 through 78 inclusive, and Lots 146 through 151 inclusive, as shown on the plat of Estates of Hunting Creek, Section 2; of record in Plat and Subdivision Book 37, Page 14, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 2 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create any more than 43 lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, Fencing and Landscaping Plans.

(a) No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction

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BOOK 5837 PAGE 1

plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, fence, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than six inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

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(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 2,900 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

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(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

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(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure

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PLANNING COMMISSION

unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

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PLANNING COMMISSION

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

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LOUISVILLE AND JEFFERSON COUNTY
PLANNING COMMISSION

BOOK 5837 PAGE 7

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2(a) above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

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LOUISVILLE AND JEFFERSON COUNTY
PLANNING COMMISSION

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and

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PLANNING COMMISSION

repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Association shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 2 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

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(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on January 11, 1989.

KEN-RO, INC.

By: Ronald Setty
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 11th day of January, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1989

NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: [Signature]
MORRIS B. BOROWITZ
1325 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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 LOANED BY *Stevens*
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 PAID 4-22-50
 JIM TOP PAID ONE JACK
Miller

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LOUISVILLE AND JEFFERSON COUNTY
PLANNING COMMISSION

END OF DOCUMENT

ESTATES OF HUNTING CREEK

SECTION 2B

**DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)**

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 2B

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 2B Declaration of Covenants and Restrictions", recorded in Deed Book 5841 beginning at Page 816 in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 131 through 145 inclusive as shown on the plat of Estates of Hunting Creek, Section 2B of record in Plat and Subdivision Book 37, Page 19, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section (2)(a) of the Original Declaration is amended to read as follows:

The word "fence" is deleted from Section (2)(a) of the Original Declaration and the following paragraph is added to the end of Section (2)(a) of the Original Declaration:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(2) The following sentence is added to Section (24) of

the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(3) The following is added to Section (26)(c) of the Original Declaration:

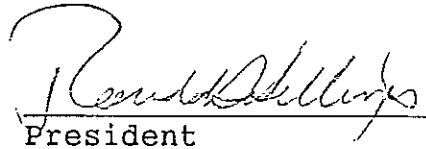
"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 2B, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: 
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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Document No: 1952152624
Lodged By: borowitz
Recorded On: Dec 15, 1992 03:13:09 P.M.
Total Fees: \$10.50
Transfer Tax: 4.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

- 3 -

END OF DOCUMENT

ESTATES OF HUNTING CREEK, SECTION 2B
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 2B:

BEING Lots 131 through 145 inclusive, as shown on the plat of Estates of Hunting Creek, Section 2B; of record in Plat and Subdivision Book 97, Page 19, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 2B (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create any more than 15 lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, Fencing and Landscaping Plans.

(a) No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction

plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, fence, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than six inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 3,000 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 4,200 square feet.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure

unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2(a) above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and

repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Association shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 2B of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on February 8, 1989.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 8th day of February, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1989

James J. Goldsmith
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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BY J. J. HELONE J.C.C.

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 3A

COVERED COVE, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 3A Declaration of Covenants and Restrictions", recorded in Deed Book 5894 beginning at Page 166 in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 164 through 171 inclusive as shown on the plat of Estates of Hunting Creek, Section 3A of record in Plat and Subdivision Book 37, Page 60, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section 2(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(2) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings

are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(3) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 3A, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

COVERED COVE, INC.

By: 

President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by RONALD F. HETTINGER, as President of Covered Cove, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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Document No: 1992158626
Lodged By: borowitz
Recorded On: Dec 16, 1992 03:19:19 P.M.
Total Fees: \$10.50
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

END OF DOCUMENT

ESTATES OF HUNTING CREEK, SECTION 3A
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 3A:

BEING Lots 164 through 171 inclusive, as shown on the plat of Estates of Hunting Creek, Section 3A; of record in Plat and Subdivision Book 37, Page 60, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 3A (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans, Fence Restrictions.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, wall or improvement, the type of exterior material and the

driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts, play areas and dog runs are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the

construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 3,000 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 4,200 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes: Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure

unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropraxy, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space areas) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to

create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 576, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 3A of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on August 6, 1989.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 16th day of August, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

Jessie J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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END OF DOCUMENT

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ESTATES OF HUNTING CREEK
SECTION 3B
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 3B

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 3B Declaration of Covenants and Restrictions", recorded in Deed Book 5891 beginning at Page 704 in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 107 through 130, inclusive as shown on the plat of Estates of Hunting Creek, Section 3B of record in Plat and Subdivision Book 37, Page 61, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(3) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the

Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(4) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 3B, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: 

President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON


The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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END OF DOCUMENT

158628
Document No: 1992132629
Lodged By: borowitz
Recorded On: Dec 16, 1992 03:20:09 P.M.
Total Fees: \$10.50
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

ESTATES OF HUNTING CREEK, SECTION 3B
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 3B:

BEING Lots 107 through 130 inclusive, as shown on the plat of Estates of Hunting Creek, Section 3B; of record in Plat and Subdivision Book 37, Page 61, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 3B (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans, Fence Restrictions.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been

approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts, play areas and dog runs are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within

the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 3,000 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 4,200 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure

unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and

repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 3B of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on August 16, 1989.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 16th day of August, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

Garrison J. Goldsmith
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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ESTATES OF HUNTING CREEK
SECTION 4 (JEFFERSON COUNTY)
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 4

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 4 Declaration of Covenants and Restrictions", recorded in Deed Book 4 beginning at Page 248 in the Office of the County Clerk of Oldham County, Kentucky, ("Original Declaration"). *ALSO RECORDED IN JEFFERSON COUNTY, KENTUCKY IN DEED BOOK 5906 BEGINNING AT PAGE 13*

The Original Declaration covered Lots 79 through 130, inclusive, and Lots 152 through 163 inclusive as shown on the plat of Estates of Hunting Creek, Section 4 of record in Plat and Subdivision Book 4, Page 57, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) The Lots covered by the Original Declaration are corrected to be Lots 79 through 106 inclusive, and Lots 152 through 163 inclusive as shown on the plat of Estates of Hunting Creek, Section 4, of record in Plat and Subdivision Book 4, Page 57 in the County Clerk's Office aforesaid.

(2) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and

RETURN TO:

Borowitz, Goldsmith

specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(3) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(4) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 4, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald F. Hettinger
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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Recorded On: 08/04/2000 03:32:16
Total Fees: 12.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: CARHAR

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ESTATES OF HUNTING CREEK, SECTION 4
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 4:

BEING Lots 79 through 130 inclusive, and Lots 152 through 163 inclusive, as shown on the plat of Estates of Hunting Creek, Section 4; of record in Plat and Subdivision Book 37, Page 75, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 4 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans.
Fence Restrictions. Entranceway.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure,

wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts, play areas and dog runs are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(d) The Developer may install entrance structures and plantings on lots No. 106 and No. 163 of the Subdivision but is not required to do so. In the event Developer does install such structures and plantings, the lot owners shall not install his or her own landscaping or structures along that installed by Developer. Further, each such lot owner does by the acceptance of a deed for the lot, grant to Developer and/or the Association an easement over, under and across such lots for the purpose of installing, maintaining and beautifying such entrance structures and plantings. The lot owners shall not do anything to impair the beauty or condition of such structures and plantings or to alter same. Said easement is within the front set back building limits of lots No. 106 and No. 163.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone,

building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 2,900 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight

joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and

repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 4 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on August 16, 1989.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 16th day of August, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

Jennifer Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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**ESTATES OF HUNTING CREEK
SECTION 4 (OLDHAM COUNTY)
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)**

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 4

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 4 Declaration of Covenants and Restrictions", recorded in Deed Book 4 beginning at Page 248 in the Office of the County Clerk of Oldham County, Kentucky, ("Original Declaration"). *ALSO RECORDED IN JEFFERSON COUNTY, KENTUCKY IN DEED BOOK 5906 BEGINNING AT PAGE 13*

The Original Declaration covered Lots 79 through 130, inclusive, and Lots 152 through 163 inclusive as shown on the plat of Estates of Hunting Creek, Section 4 of record in Plat and Subdivision Book 4, Page 57, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) The Lots covered by the Original Declaration are corrected to be Lots 79 through 106 inclusive, and Lots 152 through 163 inclusive as shown on the plat of Estates of Hunting Creek, Section 4, of record in Plat and Subdivision Book 4, Page 57 in the County Clerk's Office aforesaid.

(2) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and

RETURN TO:

Borowitz, Goldsmith

specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(3) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(4) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 4, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald F. Hettinger

President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

BOOK 5 PAGE 233
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LODGED AND RECORDED THIS
92 DEC 23 PM 1:36
MARTHA R. DAVIS
CLERK
By Uray Brown
DC

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- 3 -

Document No.: DN2000103806
Lodged By: ESTATE OF HUNTING CREEK
Recorded On: 08/04/2000 03:32:16
Total Fees: 12.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: CARHAR

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ESTATES OF HUNTING CREEK, SECTION 4
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 4:

BEING Lots 79 through 130 inclusive, and Lots 152 through 163 inclusive, as shown on the plat of Estates of Hunting Creek, Section 4; of record in Plat and Subdivision Book 4, Page 57, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 4 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans.
Fence Restrictions. Entranceway.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure,

wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts, play areas and dog runs are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(d) The Developer may install entrance structures and plantings on lots No. 106 and No. 163 of the Subdivision but is not required to do so. In the event Developer does install such structures and plantings, the lot owners shall not install his or her own landscaping or structures along that installed by Developer. Further, each such lot owner does by the acceptance of a deed for the lot, grant to Developer and/or the Association an easement over, under and across such lots for the purpose of installing, maintaining and beautifying such entrance structures and plantings. The lot owners shall not do anything to impair the beauty or condition of such structures and plantings or to alter same. Said easement is within the front set back building limits of lots No. 106 and No. 163.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone,

building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

Except for entrance structures constructed by Developer, no structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than 15 feet from any side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1850 square feet, exclusive of the garage, with a total minimum square footage of 3500 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1500 square feet, exclusive of the garage, with a total minimum square footage of 3850 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, or other vehicle, except automobiles, camper or trailer shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be habitually parked on any street or public right-of-way.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight

joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric Company and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 4 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on August 16, 1989.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 16th day of August, 1989, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

Jennifer J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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8/14/89

BOOK 4 PAGE 248
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MARSHA R. DAVIS
OLDHAM COUNTY CLERK
Shirley D. Davis

APPROVED FOR RECORDING

BY: Joseph M. Schenck
REGISTRAR

DATE: October 12, 1989

ESTATES OF HUNTING CREEK
DECLARATION OF COVENANTS AND RESTRICTIONS
SECTION 5
(INCLUDING AMENDMENTS)

DEC 16 1992

Rebecca Jackson, Clerk
BY OK D.C.

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 5

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 5 Declaration of Covenants and Restrictions", recorded in Deed Book 6008 beginning at Page 807 in the Office of the County Clerk of Jefferson County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 173 through 203 inclusive, Lots 205 through 219 inclusive, and Lot 46A as shown on the plat of Estates of Hunting Creek, Section 5 of record in Plat and Subdivision, Book 38, Page 44, in the Clerk's Office aforesaid, ("Subdivision").

The amendments are as follows:

(1) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(2) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any

owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(3) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 5, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald L. Lutz
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

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BOOK 6257 PAGE 537

- 3 -

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Document No: 1992158631
Lodged By: borowitz
Recorded On: Dec 16, 1992 03:22:12 P.M.
Total Fees: \$10.50
Transfer Tax: \$5.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

END OF DOCUMENT

ESTATES OF HUNTING CREEK, SECTION 5
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 5:

BEING Lots 173 through 203 inclusive, Lots 205 through 219 inclusive, and Lot 46A, as shown on the plat of Estates of Hunting Creek, Section 5; of record in Plat and Subdivision Book 38, Page 44, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 5 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans, Fence Restrictions, Entranceway.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including rear, front and side elevations, and location of the structure, wall or improvement, the type of exterior material and the

driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts, play areas and dog runs are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right, and the fencing does not violate any applicable law or regulation. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business

for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors cannot face a roadway unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than six (6) feet from one side line of the lot, and nearer than twelve (12) feet from the other side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2,200 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 2,600 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,200 square feet, exclusive of the garage, with a total minimum square footage of 3,000 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

BOOK 6008 PAGE 810

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle, recreational vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, camper, trailer or other vehicle, except automobiles, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in the aggregate in any one calendar year.

(d) No automobile shall be parked on any street or public right-of-way in excess of twenty-four hours, in the aggregate, in any one month period.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times..

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools, Dog Runs.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, dog run, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna (except for standard small television antenna, or small microwave or other small receivers and transmitters), including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or

association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. The Developer, or its assignee, if it has the work performed upon owner's failure to do so, shall have a lien against the lot on which the work was done, for the amount of the labor and materials for cleaning, weeding and mowing. This lien shall, without any further documentation, be inferior and subordinate to any first mortgage against the lot regardless of the date of recording of said first mortgage.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be

placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by or on behalf of any lot owner without the express consent in writing of LG&E and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed by the utility company at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages..

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association: Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association. Such owner and member shall abide by the Association's Bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors..

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subidivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 5 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on October 29, 1990.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 29th day of October, 1990, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

James J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

**ESTATES OF HUNTING CREEK
SECTION 6 (JEFFERSON COUNTY)
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)**

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 6

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 6 Declaration of Covenants and Restrictions", recorded in Deed Book 6103 beginning at Page 468 in the Office of the County Clerk of Jefferson County, Kentucky, and Deed Book 4, Page 706 in the Office of the County Clerk of Oldham County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 220 through 243 inclusive as shown on the plat of Estates of Hunting Creek, Section 6 of record in Plat and Subdivision Book 39, Page 1, in the Jefferson County Clerk's Office and Plat and Subdivision Book 4, Page 706, in the Oldham County Clerk's Office, ("Subdivision").

The amendments are as follows:

(1) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(2) The following sentence is added to Section (24) of the Original Declaration:

"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(3) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 6, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald Dilling
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

END OF DOCUMENT

158740
Document No: 1992158740
Lodged By: borowitz
Recorded On: Dec 16, 1992 04:09:52 P.M.
Total Fees: \$10.50
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: CHERYL

ESTATES OF HUNTING CREEK, SECTION 6
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 6:

BEING Lots 220 through 243 inclusive, as shown on the plat of Estates of Hunting Creek, Section 6; of record in Plat and Subdivision Book 39, Page 1, in the office of the Clerk of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 6 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans. Fence Restrictions. Entranceway.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including

Recorded in Oldham Co. 9/23/91 DB 4/706 Per Anne 12/7/92

rear, front and side elevations, and location of the structure, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts and play areas are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right, and the fencing does not violate any applicable law or regulation. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(d) The Developer may install entrance structures, landscaping and plantings on Lots No. 231 and No. 232 of the Subdivision, but is not required to do so. In the event Developer does install such structures, landscaping and plantings, the lot owners shall not install his or her own landscaping or structures along that installed by Developer. Further, each such lot owner does by the acceptance of a deed for the lot, grant to Developer and/or the Association an easement over, under and across such lots for the purpose of installing, maintaining and beautifying such entrance structures, landscaping and plantings. The lot owners shall not do anything to impair the beauty or condition of such structures and plantings or to alter same. Said easement is within the front set back building limits of lots No. 231 and No. 232.

Further, the Developer may extend said entranceway structure as a signature entrance on a portion of Fox Meadow Drive, on which lots 231 and 232 abut, and may also construct a landscaped island on said portion of Fox Meadow Drive. A permanent easement is hereby granted to the Developer and his assignees for construction and maintenance of the signature entrance and island on such portion of Fox Meadow Drive covered by the signature entrance.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors shall not face a roadway. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building

setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than fifteen (15) feet from one side line of the lot, and nearer than fifteen (15) feet from the other side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, with a total minimum square footage of 2,900 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1,400 square feet, exclusive of the garage, with a total minimum square footage of 3,500 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle, recreational vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, camper, trailer or other

vehicle, except automobiles, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in the aggregate in any one calendar year.

(d) No automobile shall be parked on any street or public right-of-way in excess of twenty-four hours, in the aggregate, in any one month period.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse

Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna, including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. The Developer, or its assignee, if it has the work performed upon owner's failure to do so, shall have a lien against the lot on which the work was done, for the amount of the labor and materials for cleaning, weeding and mowing. This lien shall, without any further documentation, be inferior and subordinate to any first mortgage against the lot regardless of the date of recording of said first mortgage.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model

home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Downspout drains shall not be extended more than ten (10) feet from the residence without Developer's, or his assignee's, prior written approval.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and

no encroachment therein and no change in the grade or elevation thereof shall be made by or on behalf of any lot owner without the express consent in writing of LG&E and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed by the utility company at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are

sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association.

Such owner and member shall abide by the Association's Bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations. The provisions of this Subparagraph (a) shall not be amended or revoked without prior written approval of both the unit of local government involved, and the Louisville and Jefferson County Planning Commission.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his

rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 6 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on September 20, 1991.

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 20 day of September, 1991, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: July 1, 1993

Barbara J. Goldstein
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

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BOOK 6103 PAGE 478

**ESTATES OF HUNTING CREEK
SECTION 6 (OLDHAM COUNTY)
DECLARATION OF COVENANTS AND RESTRICTIONS
(INCLUDING AMENDMENTS)**

AMENDMENTS TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
ESTATES OF HUNTING CREEK SECTION 6

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2 Autumn Hill, Prospect, Kentucky 40059, does hereby make the following amendments to the "Estates of Hunting Creek, Section 6 Declaration of Covenants and Restrictions", recorded in Deed Book 6103 beginning at Page 468 in the Office of the County Clerk of Jefferson County, Kentucky, and Deed Book 4, Page 706 in the Office of the County Clerk of Oldham County, Kentucky, ("Original Declaration").

The Original Declaration covered Lots 220 through 243 inclusive as shown on the plat of Estates of Hunting Creek, Section 6 of record in Plat and Subdivision Book 39, Page 1, in the Jefferson County Clerk's Office and Plat and Subdivision Book 4, Page 706, in the Oldham County Clerk's Office, ("Subdivision").

The amendments are as follows:

(1) Section (2)(b) of the Original Declaration is amended to read as follows:

"Consistent with the general open space concept of the Subdivision, fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools and tennis courts are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the fencing. Plans and specifications for fencing must first be submitted to and approved by Developer, or its assignee, as to all details of the proposed fencing, prior to any commencement of work."

(2) The following sentence is added to Section (24) of the Original Declaration:

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"If enforcement proceedings are brought against any owner of a lot in the Subdivision, or if any proceedings are commenced and thereafter the lot owner who is the Defendant named in the proceedings voluntarily complies with the restriction sought to be enforced, the party bringing the enforcement proceedings shall be entitled to court costs of the action and its reasonable attorneys fees incurred."

(3) The following is added to Section (26)(c) of the Original Declaration:

"If any assessment is not paid within thirty (30) days after it becomes due, the delinquent lot owner(s) shall pay interest on the assessment at the rate of 10% per annum until paid plus a penalty of \$75.00, all in addition to the assessment. Said interest and penalty shall constitute a lien upon the lot against which such interest and penalty applies. The lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate in the same manner as the lien for the assessment."

The herein amendments are effective upon recording hereof. All provisions of the Original Declaration as amended hereby remain in full force and effect.

This Amendment to the Original Declaration is made by the Developer, on its own behalf and on behalf of all lot owners of the Estates of Hunting Creek, Section 6, as attorney-in-fact for all of said lot owners pursuant to the authority granted by Section (23) of the Original Declaration.

WITNESS the signature of Developer by its duly authorized officer this December 14, 1992.

KEN-RO, INC.

By: Ronald Williams
President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Book No. 5 page 230

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

BOOK 5 PAGE 228
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OLDHAM COUNTY CLERK
Dorothy G. Henderson
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ESTATES OF HUNTING CREEK, SECTION 6
DECLARATION OF COVENANTS AND RESTRICTIONS

KEN-RO, INC., a Kentucky corporation, ("Developer"), the address of which is No. 2, Autumn Hill, Prospect, Kentucky 40059, is now the owner of the following lots in Estates of Hunting Creek, Section 6:

BEING Lots 220 through 243 inclusive, as shown on the plat of Estates of Hunting Creek, Section 6; of record in Plat and Subdivision Book 5, Page 22, in the office of the Clerk of Oldham County, Kentucky.

For the mutual benefit of present and future owners of the lots in Estates of Hunting Creek Section 6 (sometimes referred to herein as "Subdivision") Developer imposes restrictions upon the above-described lots as follows:

(1) Primary Use Restrictions.

(a) No lot shall be used except for private single family residential purposes, except however that any lot may be used for landscape, yard and driveway purposes without the construction of a residence on such lot if said landscape, yard and driveway purposes are used in connection with an adjoining lot. Before any driveway is constructed or before any landscaping is performed on such lot, Developer's written approval must be obtained which approval shall not be unreasonably withheld. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private attached garage.

(b) There shall be no further subdividing of the lots in Subdivision to create additional lots. However, the lots in Subdivision can be reduced by combining lots and resubdividing into fewer lots when combined.

(c) No portion of any lot in Subdivision shall be used for ingress or egress to another lot, except as provided in Section 1(a) above.

(2) Approval of Construction, and Landscaping Plans.
Fence Restrictions. Entranceway.

(a) No building, wall, structure or other improvement shall be erected, placed or altered on any lot unless approved in writing by Developer and unless the construction plans, specifications and a plan showing the grade elevation, including

rear, front and side elevations, and location of the structure, wall or improvement, the type of exterior material and the driveway, which shall be of asphalt or concrete, shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Consistent with the general open space concept of the Subdivision, perimeter fencing of any lot shall not be permitted. It is provided, however, that fencing for swimming pools, tennis courts and play areas are permissible if the permitted fencing is first approved in writing by Developer or any person or association to whom it may assign such right, and the fencing does not violate any applicable law or regulation. The approval rights of Developer, or its assignee, shall include the right to approve the height, location, size material and overall design of the permitted fencing. Plans and specifications for permitted fencing must first be submitted to Developer, or its assignee, showing all details of the proposed fencing, prior to commencement of work.

(c) In addition to the specific requirements set forth above, all construction plans, building specifications (including the materials to be used), a plan showing the grade elevation and the site location of the structure on the lot, the location, plans and specifications for any driveways, and a sample of the exterior building materials shall be submitted to and subject to the written approval of Developer or such person or association to whom it may assign such right. In addition, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the approval of Developer or any person or association to whom it may assign such right. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(d) The Developer may install entrance structures, landscaping and plantings on Lots No. 231 and No. 232 of the Subdivision, but is not required to do so. In the event Developer does install such structures, landscaping and plantings, the lot owners shall not install his or her own landscaping or structures along that installed by Developer. Further, each such lot owner does by the acceptance of a deed for the lot, grant to Developer and/or the Association an easement over, under and across such lots for the purpose of installing, maintaining and beautifying such entrance structures, landscaping and plantings. The lot owners shall not do anything to impair the beauty or condition of such structures and plantings or to alter same. Said easement is within the front set back building limits of lots No. 231 and No. 232.

Further, the Developer may extend said entranceway structure as a signature entrance on a portion of _____, on which lots 231 and 232 abut, and may also construct a landscaped island on said portion of _____. A permanent easement is hereby granted to the Developer and his assignees for construction and maintenance of the signature entrance and island on such portion of _____ covered by the signature entrance.

(3) Building Materials, Roof, Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use and color of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than seven inches vertical for every 12 inches horizontal for structures with more than one story, and seven inches vertical for every 12 inches horizontal for one story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of at least one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain high quality of construction within the Subdivision. Developer or assignee of its said rights, reserves the right to waive these standards of experience.

(d) Building materials cannot be stored on a lot for longer than sixty days unless a structure is under active construction on said lot.

(4) Garages.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front line. On all corner lots, said openings or doors shall not face a roadway. All residences shall have at least a two (2) car attached garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Car ports are not permitted.

(5) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building

setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. No structure shall be located on any lot nearer than fifteen (15) feet from one side line of the lot, and nearer than fifteen (15) feet from the other side line of the lot. (Side line shall not mean a side street, the side street setback being as shown on the recorded plat.)

(6) Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 2750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1850 square feet, exclusive of the garage, with a total minimum square footage of 3500 square feet.

(c) The ground floor area of a two-story house shall be a minimum of 1500 square feet, exclusive of the garage, with a total minimum square footage of 3850 square feet.

(d) Finished basement areas, garages and porches (open or closed-in) are not included in computing floor areas.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures. Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed. Playhouses or treehouses shall not be placed on a lot.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence shall at any time be used as a residence, temporarily or permanently. However, pool cabanas or separate buildings for golf cart storage may be erected, conditioned on prior written approval from the Developer or any person or association to whom it may assign such right.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle, recreational vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck, camper, trailer or other

vehicle, except automobiles, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in the aggregate in any one calendar year.

(d) No automobile shall be parked on any street or public right-of-way in excess of twenty-four hours, in the aggregate, in any one month period.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in control of its owner at all times.

(10) Landscaping; Driveways.

(a) Unless otherwise approved in writing by Developer or the assignee of its said rights, within thirty (30) days after the construction of a residence, the lot owners shall grade and sod the entire lot to the paved street, except for areas covered by the residence, paved areas, and landscaped areas.

(b) Each lot owner shall construct the finished paved driveway (concrete or asphalt) within three months, weather permitting, after completion of a single-family dwelling.

(c) No tree over two inches in diameter shall be removed from any lot without the prior written approval of Developer or any person or association to whom it may assign such right.

(d) Upon an owner's failure to comply with the provisions of this paragraph 10, Developer or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

(11) Trees.

Upon the construction of a residence, the owner shall cause to be planted a tree having a trunk diameter of at least three inches, in the front yard. Upon an owner's failure to comply with this paragraph, Developer or any person or association to whom it may assign the right may take such action as necessary to comply therewith, and the owner on demand shall reimburse.

Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right.

(13) Clothes Lines, Tennis Courts, Pools.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No tennis court, pool, or fencing thereof, or any fencing shall be erected on any lot in the Subdivision unless approved by Developer as to appearance, material and location.

(14) Antennae.

No antenna, including those currently called "satellite dishes", shall be erected or placed on any lot or structure unless its design and placement are approved by Developer or the assignee of its said rights.

(15) Duty to Maintain Property.

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. The Developer, or its assignee, if it has the work performed upon owner's failure to do so, shall have a lien against the lot on which the work was done, for the amount of the labor and materials for cleaning, weeding and mowing. This lien shall, without any further documentation, be inferior and subordinate to any first mortgage against the lot regardless of the date of recording of said first mortgage.

(16) Business; Home Occupations.

No trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph (1), a new or existing house may be used by the builder hereof as a model

home for display or for the builder's own office, provided said use terminates within two years from completion of the house.

(17) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(18) Drainage.

Drainage of each lot shall conform to the general drainage plans for the Subdivision.

(19) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Sanitary sewer connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Downspout drains shall not be extended more than ten (10) feet from the residence without Developer's, or his assignee's, prior written approval.

(20) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house, a suitable trash container must be on site and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.

(21) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owners upon which said service line is located.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and

no encroachment therein and no change in the grade or elevation thereof shall be made by or on behalf of any lot owner without the express consent in writing of LG&E and South Central Bell Telephone Company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) designated for underground and overhead facilities on the Subdivision plat.

Aboveground electric transformers and pedestals may be installed by the utility company at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on the plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(22) Obligation to Construct or Reconvey.

(a) Each lot owner shall, within two years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling upon such lot approved according to Section 2 above. Should said construction not commence within the specified period of time, Developer shall have the option to repurchase any and all lots on which construction has not commenced for 90% of the purchase price of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of general warranty, free and clear of encumbrances. The option to repurchase is to Developer only and Developer may waive this option.

The provisions of this Section requiring construction within two years shall not apply to lots used as yards, landscaping or driveway purposes in connection with an adjoining lot as referred to in Section 1(a).

(23) Restrictions Run With Land. Power of Attorney.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in the Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. Prior thereto, but only after all lots in all sections of the Subdivision are

sold, these restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. Until the Developer conveys all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, each lot owner, by the acceptance of a deed for the lot, does automatically and irrevocably appoint the Developer as the attorney-in-fact for the lot owner, and in his or her name and stead, to act for the lot owner in executing any document or taking any action to amend these restrictions and covenants and the Articles of Incorporation or Bylaws of the Association referred to in Paragraph 26 below. The action so taken by the Developer shall be fully binding upon the lot owner as if taken by the lot owner in his or her own name without acting through an attorney-in-fact. Such irrevocable appointment of Developer as attorney-in-fact is a power coupled with an interest.

(b) Failure of any owner, Developer or Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(24) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association described in paragraph (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages.

(25) Invalidation and Separability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these covenants and restrictions is separable.

(26) Homeowners Association; Assessments.

An Association of Residents in The Estates of Hunting Creek ("Association") shall be incorporated for the purpose of promoting the social welfare, common good and quality of the environment within this exclusive Estate Section. The Association shall establish the By-Laws and rules for The Estates of Hunting Creek and maintain common areas such as the entrance and landscaped median areas. Developer may establish the Corporation.

By acceptance of a deed for any lot, the Resident accepts membership in, and thereby becomes a member of, the Association.

Such owner and member shall abide by the Association's Bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(a) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, storm drains, retention and other basins, lakes, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the areas on said plat designated as Open Space, if any, in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim against the Association for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(b) Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(c) The initial assessment hereunder shall be at a rate no higher than \$150.00 per annum per lot payable on January 1st of each year. The first assessment shall be payable on date of deed and pro-rated to January 1st of the following year. The Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each assessment.

(d) Anything to the contrary contained herein notwithstanding, until all lots in all Sections of the Estates of Hunting Creek, including Sections planned, recorded or constructed in the future, are conveyed by Developer, or the assignee of its rights, the Developer or assignee of its rights shall have the sole and exclusive right to elect or appoint all members of the Board of Directors of the Association, and the term of office of the directors elected or appointed by Developer shall expire when the Developer has conveyed all lots in the Subdivision in all Sections. The Developer may, however, in writing relinquish his

rights contained in this subparagraph (d) prior to the sale of all lots in all sections.

(e) Anything to the contrary herein contained notwithstanding, the Subdivision shall be a part of Association as provided for under The Estates of Hunting Creek, Section 1 Declaration of Covenants and Restrictions recorded in Deed Book 5763, beginning at Page 882, in the Clerk's Office aforesaid. There shall be no separate Association for Section 6 of the Estates of Hunting Creek, the designated affairs and objectives of all sections of the Subdivision to be administered under the same Association.

(f) Nothing in this Declaration of Covenants and Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and Bylaws, which amendments shall not be inconsistent with this Declaration of Covenants and Restrictions.

WITNESS the signature of Developer by its duly authorized officer on July, 1991.

September 23

KEN-RO, INC.

By: Ronald F. Hettinger
President

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on the 23 day of September, 1991, by Ronald F. Hettinger, as President of KEN-RO, INC., a Kentucky corporation, on behalf of the corporation.

My commission expires: March 9, 1992

Joseph M. Schenck
NOTARY PUBLIC, STATE-AT-LARGE, KY

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: Morris B. Borowitz
MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, KY 40202
Phone: 584-7371

APPROVED FOR RECORDING
BY: Joseph M. Schenck
ADMINISTRATOR
DATE: 9-23-91

BOROWITZ & GOLDSMITH

1825 MEIDINGER TOWER
LOUISVILLE, KENTUCKY 40202

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LEON SEIDMAN
(1911-1987)MORRIS B. BOROWITZ
MAX J. GOLDSMITH
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D. KEVIN RYAN
STEPHEN P. IMHOFF
RANDALL L. GARDNER
SARAH CHARLES WRIGHT
GLENN A. COHEN
DAVID B. MOUR
SANDRA B. HAMMOND
R. KENNETH KINDERMAN
K. TRACY RIGOR

5, 228

December 9, 1992

Via Zip ExpressEstates of Hunting Creek
Homeowners Association, Inc.
No. 2 Autumn Hill
Prospect, Kentucky 40059

Dear Members of the Association:

In accordance with instructions from Mr. Hettinger, I have prepared the enclosed amendments to the Declaration of Covenants and Restrictions of all Sections of the Estates of Hunting Creek.

The effects of the amendments, in summary, are as follows:

- (a) Fencing in all Sections is now prohibited except for swimming pools and tennis courts, and this limited fencing must have prior written approval from Developer or its assignee as to design. Previously, fencing generally was permitted in Sections 1, 2A and 2B, subject to prior approval. Also, previously, in Sections 3A, 3B, 4, 5, and 6, fencing was allowed for play areas and dog runs which is no longer allowed.
- (b) If an action is brought to enforce Restrictions, the enforcing party, if successful, is entitled to attorneys fees. Also, if an action is brought to enforce the Restrictions and the lot owner then complies before final judgment, the enforcing party is entitled to attorneys fees in this event as well.
- (c) Assessments of delinquent lot owners more than thirty (30) days in arrears, shall bear interest at the rate of 10% per annum and a penalty of \$75.00. The interest and penalty is a lien against the property enforceable to the same extent and in the same manner as the lien for the assessment.
- (d) Lot numbers were corrected on Section 4.

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Book No. 5 page 230

The foregoing instrument was acknowledged before me on the 14th day of December, 1992, by Ronald F. Hettinger, as President of Ken-Ro, Inc., a Kentucky corporation, on behalf of the corporation.

My commission expires: 6-14-94

Dorothy Abrams
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

This instrument prepared by:

BOROWITZ & GOLDSMITH

By: 

MORRIS B. BOROWITZ
1825 Meidinger Tower
Louisville, Kentucky 40202
(502) 584-7371

MARTHA R. DAVIS
OLDHAM COUNTY CLERK

92 DEC 16 PM 2:42

TAX PAID
LODGED AND RECORDED THIS

BOOK 5 PAGE 228

Dorothy J. Morrison
D.C.

1221E