

PARTRIDGE RUN SUBDIVISION, PHASE I
DECLARATION OF COVENANTS AND RESTRICTIONS

Partridge Run Associates, a Joint Venture ("Developer"),
905 Main Street, Shelbyville, Kentucky 40065, is now the
owner of the following lots in Partridge Run Subdivision, Phase
I:

BEING Lots 1 through 51 inclusive, as shown on the
plat of Partridge Run, Phase I, of record in Plat
Cabinet 2, Slide 92, in the office of the
Clerk of Shelby County, Kentucky.

For the mutual benefit of present and future owners of the
lots in Partridge Run Subdivision, Developer imposes restrictions
upon the above described lots as follows:

(1) Primary Use Restrictions.

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 may contain a
private garage (attached or detached).

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement
(including a detached garage) shall be erected, placed or altered
on any lot until 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 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.

(3) Building Materials: Builder.

(a) The exterior building material of all structures shall
extend to ground level and shall be either brick, stone, brick
vener or stone vener 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) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor or builder which proposes, or is contracted with, hired or otherwise retained by any lot owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to insure the maintenance of a high quality of construction within Partridge Run Estates, that the economic value of other lots and structures within Partridge Run Estates will not be impaired by the construction of residential structures not of the same or comparable quality as will exist in Partridge Run Estates and the maintenance of the existing high aesthetic quality of Partridge Run Estates.

(4) Carpports.

No carport shall be constructed on any lot unless otherwise approved by the Developer.

(5) Setbacks.

No structure shall be located on any lot nearer to or at a greater distance from the front lot line or the side street line than the maximum 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.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,400 square feet, exclusive of the garage.

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

(c) The ground floor area of a two story house shall be a minimum of 800 square feet, exclusive of the garage.

(d) The total floor area of any other type of house shall be a minimum of 1,400 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computed 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 and 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.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(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 automobile, trailer, boat, truck or other vehicle 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 continuously or habitually parked on any street or public right-of-way in Partridge Run Estates.

(e) Any facilities constructed for entertainment and/or recreation (eg. swing sets, pools, gazebos) shall first have prior written approval of the Developer or successor it may designate.

(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.

(10) Landscaping; Driveways; Sidewalks.

After the construction of a residence, the lot owner shall

grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Each lot owner shall also sod any drainage swale on the lot, shall concrete the driveway within three months after completion of a single family dwelling, and shall concrete all driveway aprons from curb to sidewalk. Each lot owner shall cause a sidewalk to be constructed on each lot within three months after completion of a single family dwelling. Developer, however, reserves the right to waive this requirement to construct a sidewalk on certain lots located on cul-de-sacs. A landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Developer shall obligate, and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the lot) trees, shrubs and other plantings having a current fair market value of not less than \$ 1,000.00. The Developer reserves the right to waive these requirements. Upon construction of a residence, each lot owner shall cause to be planted a three inch diameter tree in the front yard. All other landscaping initially planned for the lot shall be completed within thirty days after the lot owner begins occupying the single family dwelling constructed on the lot. All landscaping should be consistent and compatible with shrubs, trees, plants and other landscaping commonly used in this geographical area. No tree shall be removed from any lot without the prior written approval of Developer or any person or association to whom Developer may assign such approval right. 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 the Developer or other performing party for the expense incurred in so doing.

(11) 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. In addition, the Developer shall furnish the original mail box, to be installed by builder upon completion of construction of a residence.

(12) Clothes Lines; Swimming Pools; Fences Antenna and Receivers/Transmitters.

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

(b) No antenna (except for standard small television antenna) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(c) No above ground swimming pools shall be erected or placed on any lot unless its design and placement are approved in writing by the Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(d) All fences shall be constructed so that the finished side thereof shall face away from the lot upon which such fence is constructed. All fences, as structures, are subject to prior written plan approval by Developer. No wire or chain link fences are permitted in Partridge Run Estates.

(13) 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, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(14) Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(15) 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 section (1), a new house may be used by the builder thereof 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 or upon such additional period of time as may be expressly agreed to in writing by Developer.

(16) 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.

(17) Drainage.

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

(18) 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.

(19) Drains.

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

(20) Restrictions Run With Land.

Unless canceled, 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 Partridge Run Subdivision, has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and subject to the approval of F.H.A. and V.A., except paragraphs (2) and (3) may not be amended without Developer's consent so long as Developer owns any lots in Partridge Run Subdivision. Failure of any owner 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.

(21) Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Partridge Run Subdivision, by the association formed under paragraph (23), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(22) Invalidation.

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

(23) Homeowners Association; Assessments.

(a) The Articles of Incorporation of PARTRIDGE RUN HOMEOWNERS ASSOCIATION, INC. (the "Association") which may be amended from time to time, dated _____, are recorded in Corporation Book _____, Page _____, in the office of the Clerk of Shelby County, Kentucky. Every owner of a lot in this section of Partridge Run Subdivision (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) shall be a member of the association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become 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.

(b) 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

