

**RESTRICTIONS OF MAJESTIC WOODS SUBDIVISION
LAGRANGE, KENTUCKY**

Pillar Developments, Inc. has filed in the Oldham County Court Clerk's Office, a subdivision known as Majestic Woods, recorded in Plat Book 116 Page 50 and hereby impose on all property shown on said plat the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the purchasers of lots in said development, their successors in title and their heirs and assigns, to wit:

EASEMENTS - REFERENCE TO PLAT

1. All lots are subject to the easements for electrical, drainage, gas, water and telephone, cable and sewer utilities as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or to trim any trees within the easements that may interfere with the installation of operation of utilities. The easements shall be kept free of certain obstructions, and are subject to certain conditions as indicated by agreement with each utility company. Reference is made to the plat and to individual grants as reservations of easement, if any, for more exactness.

REQUIREMENTS FOR RESIDENCES AND OUTBUILDINGS

2. All residences erected on lots in this subdivision must face the streets or roads as indicated on the plat. At corner lots, locations of residences may be optional, but set back requirements from each street or road shall apply. Residences on lots facing more than one street or road shall require approval of the developer as to which street the residence shall face.
3. All residences shall be used exclusively for single family private residences. No more than one dwelling house designed for occupancy by a single family shall be erected on any one lot. No house trailers, basements, tents, garages or outbuildings or temporary structures shall be used as a residence on any site; however, basement levels of multi-level structures may be finished into living areas and occupied as a part of the dwelling. Builders shall have the right to operate a mobile home with sales office in garage. A store front will be placed in garage opening until home is occupied by residents.
4. No residence shall be occupied until a "Certificate of Occupancy" has been obtained and the house is fully completed in accordance with the plans and specifications as submitted to and approved by the developer. All construction must be fully completed within twelve (12) months of initial construction.
5. Residences erected on said lots shall contain the following minimum square feet of floor space:
 1. One floor plan residence, 1,250 square feet on the main floor, not including 2-car garage, breezeway or porches.
 2. Two-story residence, 1400 square feet not including garage, but including covered breezeways or porches.
 3. One and One-half story residence, 1300 square feet not including 2-car garage, breezeway or porches.
6.
 - a. All residences erected shall have exterior walls of brick, brick veneer, stone or stone veneer, exterior insulation finish system (EIFS), horizontal, vertical or diagonal siding. Geodesic domes, underground homes, flat roofs, modular or sectional homes shall not be considered compatible to the intent of the restrictions and will not be permitted. No homes shall have any pre-used materials on the exterior except used brick. There shall be no home or building moved onto any site from other locations. Log homes may be approved subject to developers approving the design and location of lot.
 - b. All homeowners shall be required to plant 2 trees (1 1/2" diameter) within the first twelve months of occupancy.
 - c. Each lot owner's electric utility service shall be underground throughout the length of the service line.
 - d. In order to ensure uniform use and appearance in Majestic Woods Subdivision, each lot owner is advised that Developer shall require a mailbox and paper holder be purchased from a specified third party vendor. No other mailbox or paper holders shall be permitted on any lot.
7. All driveways shall be concrete. This requirement must be complied with within 3 months after the Certificate of Occupancy for the residence is occupied. Each owner is responsible for completion of the sidewalk across his lot, in accordance with City of LaGrange requirements. Such sidewalks shall be completed within 3 months after the Certificate of Occupancy is issued for the residence.
8. All residences shall have a minimum of a 1-car attached or basement garage for storage of cars, boats, campers, lawn tractors and other vehicles.
9. The front of all residences, including all bays, porches, garages, roof overhangs and similar structural features shall be within the building limit line that is shown on the plat. Other dimension and area requirements are as follows:

a.	Maximum Roof Peak Height Above Front Grade	35'
b.	Maximum Building Lot Coverage (excluding driveways, walks and outbuildings)	30%
c.	Minimum Side Yard Each Side	8'
d.	Minimum Rear Yard	25'

10. Before any excavation or construction is begun, all plans for the residence and any outbuilding shall be submitted to and approved by the developers or their assigns who shall have the right to approve or disapprove any submitted plans. Minimum submittal requirements shall include scaled and dimensioned drawings of the site plan, foundation plan, floor plans, all exterior elevations and specifications for all exterior materials and colors. The approval or disapproval shall be in writing, and, thereafter, any substantial changes, including exterior materials and/or colors, shall be approved in writing.

11. All construction shall be confined to within the boundaries of the lot under construction, and the owner and/or builder will be responsible for repairs to any other lot or road damaged, including responsibility for the removal of dirt and debris resulting from construction activity.

12. All outbuildings shall be neat and attractive in appearance and similar in design to the residence. If constructed of concrete block, they must be veneered with brick, stone, wood or a combination thereof. Outbuildings must be approved by the developer in the manner set out in paragraph 10 above.

LOT USE & MAINTENANCE

13. No lot shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one single-family dwelling thereon. Lot lines can be moved by developer when adjustment is needed; however, no extra lots can be created in the development.

14. All fences must be of plank, picket or rail. No wire or chain link fences shall be used. No fence shall exceed the height of 54 inches and shall be open construction. No front yard fences shall be permitted. There shall be no dog pens or dog runs. All fences shall be approved by the developers in writing.

15. No cattle, swine, poultry or other like animals shall be raised or kept on any site. No pen or kennel for commercial purposes shall be allowed on any site.

16. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be kept in closed sanitary, animal-resistant containers and said containers shall be kept in a clean, sanitary condition.

17. No signs or commercial advertising shall be permitted on any lots other than for sale of the residence or the lot itself, except model home signs advertising the builder.

18. No outside clothes lines shall be erected or placed on any lot.

19. No overnight parking on streets shall be permitted.

20. Boat, RV, camper, trailers or lawn tractors shall be kept inside of the attached or basement garage. No vehicle shall be stored in any outbuilding or on the driveway.

21. Developer and any home builder, with the written approval of Developer, may place an office trailer on one or more lots for use as a business and sales office during the period of development and for such period thereafter as may be deemed reasonably necessary by Developer. The home builder or Developer as the case may be, shall keep the property surrounding any such model home or trailer neat, clean, free of debris, and all grass cut and trimmed. (Subject to the limitations contained in the Oldham County Zoning Ordinance and Oldham County Subdivision Regulations.)

22. No above ground pools shall be permitted. Pool design, decking, fencing and landscaping shall be approved by Developer in writing before construction. Pool fences must be constructed and maintained in accordance with all applicable state and local laws.

23. Building materials shall not be stored on a lot prior to construction for a period of more than 60 days without written permission of the developers.

24. The finished landscaping of lots shall be completed within 1 year after the issuance of the Certificate of Occupancy for the residence.

25. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done therein which may be or become an annoyance or nuisance to any neighbor or neighbors.

26. The purchaser of each lot agrees that he/she will not use or permit the use of any lot, nor sell any portion thereof, for a passageway leading from any road to any adjoining property.

27. All lots shall be properly cut and maintained. The developers reserve the right to approve or disapprove the general appearance and condition of any lot. All lots must be mowed at least twice per year. If an owner fails to mow his lot, the developers reserve the right to mow same and charge the owner \$50.00 per lot per mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is paid; however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot, and the developers do hereby subordinate the same. This shall be in addition to, and not in substitution for the right of the City of LaGrange to enforce its ordinances or other laws.

28. It is further understood and agreed that all lots in Majestic Woods Subdivision shall be assessed by the developer annually for maintenance of the roads in the sum of \$250 per lot which sum shall be applied to the maintenance of the roads and right of way, common areas or otherwise, for benefit of the subdivision. The proceeds from said annual maintenance charge shall be expended at the discretion of the developer, its successors or assigns. The foregoing annual charge shall constitute a lien upon each lot until paid, however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot and the developer does hereby subordinate the same. It is further understood and agreed that when the developer has sold 80% of the lots in Majestic Woods Subdivision, and there has been a full and complete release of the construction performance bond, Oldham County may take the roads into the county road system. The developers will do whatever is required by the county to make any final maintenance or adjustments necessary to transfer the roads to the county, and any funds in the road account after that time becomes the property of the developers.

29. The annual maintenance fee shall be due and payable by January 30, of each year, and prorated based on date of lot purchase, a late charge of \$25.00 will be added to all lots that are 30 days past due, \$30.00 for lots that are 60 days past due, and all cost, including legal costs and attorneys fees of collection or enforcement of the provision herein shall be reimbursed to the developer or its successors or assigns by the lot owner.

30. Upon 90% of lots being sold and the county having taken over the roads, owners of lots in Majestic Woods Subdivision shall form a Homeowners Association to conduct Homeowners Association business and consider the continuing of lots assessments to be used for maintenance purposes such as mowing, right of ways, subdivision entrances, fences, street lighting or otherwise for the benefit of the subdivision in the Homeowners Association's discretion.

31. All lot owners who have paid the fees adopted by the Homeowners Association shall automatically become members of the Association and be entitled to one vote. A Board of Directors shall be elected from the general membership at annual membership meetings and shall conduct the business of the Association. Said directors are to administer the collection of the fees herein described and expend them for subdivision maintenance and make an annual accounting to the membership of all funds collected and disbursed. The Association shall adopt by-laws and conduct all business pursuant to said by-laws. The Homeowners Association may purchase liability insurance for itself and its directors from the Homeowners Association's funds notwithstanding the provisions of paragraph 37 below.

32. The officers and directors of the Association when established shall be responsible to all lot owners for a proper accounting for all maintenance funds collected. It being understood, that unless otherwise provided in the by-laws of the Association, the officers and directors of said Association shall have total discretion of the use of the maintenance funds.

33. The Association, or the owner of any subdivision lot, may enforce these restrictions and covenants by proper legal proceedings, and the invalidation of any one or more of these restrictions and covenants or any part thereof by judgement or order of any court shall not affect the other restrictions and covenants which remain in full force and effect as herein provided.

NATURE OF RESTRICTIVE COVENANTS, AMENDMENTS, AND OTHER RELATED MATTERS

34. Any of the restrictions imposed herein may be altered or abolished by an agreement between the owners of 67% percent of the lots in the subdivision, whether owned by the developers or others, acknowledged and recorded as Amended Restrictions. Such alteration or abolition shall thereafter be binding all owners of the lots in the subdivision.

35. These restrictions may be enforced by the developers, their successors or assigns, or any lot owners; provided, however, that failure to promptly enforce any of the restrictions of covenants contained herein or as shown on the plat shall not be deemed a waiver of the right to enforce thereafter, or as the invalidation of any of the covenants or restrictions contained herein. Judgment of any court of competent jurisdiction shall not affect any of the other restrictions and covenants which shall remain in full force and effect.

36. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation, bylaws, or rules and regulations.

37. Non-Liability of the Directors and Officers. Neither Developer nor the directors and officers of the Association shall be personally liable to the owners of any lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the bylaws of the Association.

38. Playground and Common Areas. Any playground or other play area or equipment furnished by Developer, the Association or others with the consent of Developer, shall be used at the risk of the user, and neither Developer nor the Association shall be held liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to the use thereof. The Association shall have the right to dedicate or transfer all or any part of the, common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the

Association. The Association shall maintain adequate liability insurance at all times. Developer may dedicate utility or service easements at its sole discretion in any part of the subdivision, including common areas.

39. Board's Determination Binding. In the event of any dispute or disagreement between any owners other than Developer relating to any lot or to the subdivision, the Board of Directors' decision shall be final and binding on each and all such owners.

All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, assigns and successors and to each purchaser, his heirs, successors and assigns and shall be in full force and effect from the date of the recording of such restrictions.

Pillar Developments, LLC

BY: [Signature]
Sutej Singh Gill, Member

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

Suscribed, sworn to and acknowledged before me by Sutej Singh Gill, Member, for and in behalf of Pillar Developments, LLC this 3RD day of February, 2004.

My commission expires _____

KIM GARON COATES
Notary Public, State at Large, KY
My Commission Expires June 23, 2006

[Signature]
NOTARY PUBLIC, STATE OF KENTUCKY AT LARGE

THIS DOCUMENT PREPARED BY
SUTES GILL
P.O. Box 43906
LOUISVILLE KY 40253

[Signature]

DOCUMENT NO: 303545
RECORDED ON: FEBRUARY 04, 2004 09:59:30AM
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COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELE A OVERMAN
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