

**RESTRICTIVE COVENANTS FOR
SECTION 1
OF
WORTHINGTON PLACE SUBDIVISION**

BALL HOMES, INC. ("Developer"), is the owner of Section 1 of the Worthington Place Subdivision (the "Property"). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Worthington Place Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. LAND USE AND BUILDING TYPE. No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. CONSTRUCTION MATERIALS. Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. APPROVAL OF BUILDING PLANS. Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property.

4. DETACHED GARAGES AND OTHER OUTBUILDINGS. No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Property without the prior written consent of Developer. Any such detached garage or outbuilding shall, at a minimum, be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e.: built upon a permanent foundation). In no event will detached garages or outbuildings be approved by the Developer if such structure is to include a "barn style" roof and/or doors, or is to be situated upon cinder blocks or any other temporary foundation. In addition to seeking to acquire the prior written consent of Developer before the commencement of construction of any detached garage or outbuilding, it is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure.

Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, recreational vehicles or boats shall be allowed to be parked upon streets or public rights-of-way or on any portion of the Property other than within a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding a twenty-four (24) inch radius, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer the owner of such lot shall reimburse the party making such demand (the "Claimant") for all costs incurred in performing such work and Claimant shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Claimant demands payment and ending on the date that Claimant is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, 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. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, 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.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by the Developer and/or any owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or

persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2032, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Jefferson County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street or within drainage, detention or retention easements. Fences shall be installed and maintained in a manner that shall not obstruct any drainage, detention or retention easements and/or the natural flow of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside side of the fence. No chain link fences shall be permitted.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to Phase 1, of the Worthington Place Subdivision, as shown on the subdivision plat of same of record in Plat Book 48, at Pages 77, 78 (the "Plat"), as well as any amendments thereto, in the Office of the Jefferson County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Jefferson County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Worthington Place Homeowners Association, Inc. (the "Association") shall be responsible for maintaining such areas. All lot owners in Worthington Place Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association.

18. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

19. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Louisville and Jefferson County Planning Commission. Furthermore, upon Developer's receipt of a written request from the Jefferson County Planning Commission regarding the transfer of an open space lot, such as Lot 134 of the Property, Developer will cause such lot to be conveyed to a unit of local government or a non-profit entity which has been mutually agreed upon by Developer and the Commission. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

20. **MAINTENANCE OF COMMON AREAS.** Subject to the provisions of Section 22 herein, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

21. **STREAM CORRIDOR PRESERVATION.** No structures, roadways or parking shall be located within the preservation area ("Preservation Area") delineated on the plat of the Property, and as further described on the Stream Corridor Preservation Plan for the Property dated June 19, 1996 ("Stream Plan") or in subsequent versions of such plan which have been approved by the Louisville and Jefferson County Planning Commission. There shall be no grading or filling beyond the limits of site disturbance as shown on the aforementioned Preservation Plan, with the exception of construction activities necessary for the installation and maintenance of underground utility lines.

22. **MAINTENANCE OF PRESERVATION AREA IMPROVEMENTS.** Maintenance of paths and other improvements, or any portions thereof, located within the Preservation Area shall be the responsibility of the owner of the Lot or Parcel on which such improvements are located. Maintenance of the low flow crossing constructed within the Preservation Area shall be shared on a pro-rata basis by the owners of all lots within the Property whose lots include portions of the Preservation Area (i.e.: the owners of Tract A Phase 1, Tract A Phase 2, and Tracts B and C as shown on the Stream Plan shall share in such maintenance). The pro-rata share of each of such lot owners shall be determined based upon the relative share of the Preservation Area owned by each lot owner. The obligation to maintain the Preservation Area paths and improvements, including the low flow crossing, shall pass and transfer completely to any individual or entity which accepts a fee simple conveyance of title to the Preservation Area.

Developer has executed this document as of the 17th day of FEBRUARY, 2003.

BALL HOMES, INC.

BY: Russ A. [Signature]

ITS: LOUISVILLE OPERATIONS Mgr.

08 08073PG0233

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 17 day of February, 2003, by Rocco A. Pianci, as Louisville Operations of Ball Homes, Inc., a Kentucky corporation, on behalf of the corporation. Manager

James H. Whelan
NOTARY PUBLIC

My commission expires: Feb. 22, 2006

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris, Esq.
3399 Tates Creek Road
Lexington, Kentucky 40502
(859) 268-1191

Restrictive Covenants - Worthington Place Phase I

END OF DOCUMENT

Document No.: 0808073PG0233
Lodged By: ball homes inc
Recorded On: 02/21/2003 12:46:29
Total Fees: 16.00
Transfer Tax: .00
County Clerk: Bobbie Mulcair-JEFF CO KY
Deputy Clerk: YRL002

OFFICE OF ENGINEERING AND SURVEYING
1001 EAST 10TH STREET, SUITE 100
LEXINGTON, KY 40502
PHONE: (606) 253-1111
FAX: (606) 253-1112
WWW.EASURVEYING.COM

STATE OF KENTUCKY
COUNTY OF BOONE
I, CHERYL KELLY,
Surveyor General,
do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on this 21st day of February, 2022.

CHERYL KELLY
SURVEYOR GENERAL
KENTUCKY

CHERYL KELLY
SURVEYOR GENERAL
KENTUCKY

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SURVEYOR GENERAL
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CHERYL KELLY
SURVEYOR GENERAL
KENTUCKY

BEARING AND DISTANCES table with columns for station, bearing, and distance.

LOT AREAS table with columns for lot number and area.

Table with columns for station, bearing, and distance.

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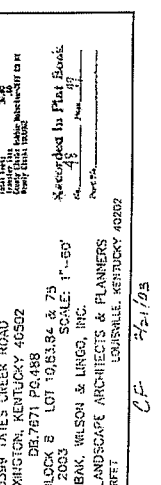
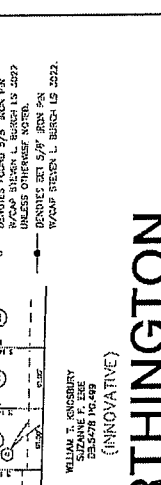
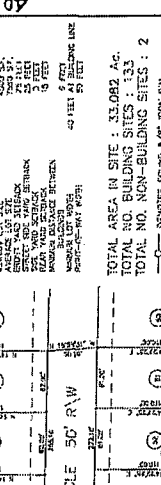
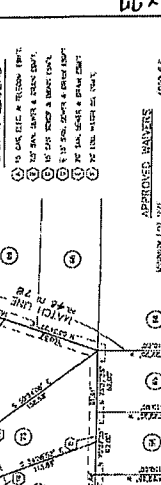
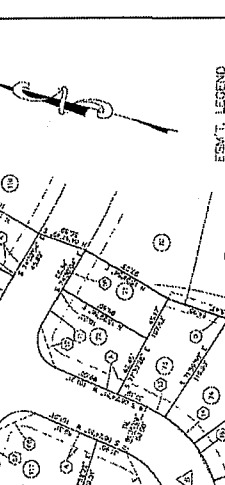
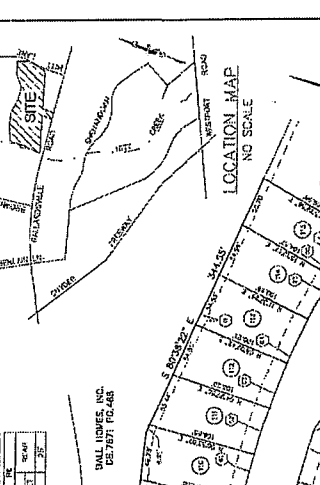
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NOTES: 1) THE PROPERTY SHOWN IS AS SHOWN ON THE SURVEY... 2) THE PROPERTY SHOWN IS AS SHOWN ON THE SURVEY... 3) THE PROPERTY SHOWN IS AS SHOWN ON THE SURVEY...

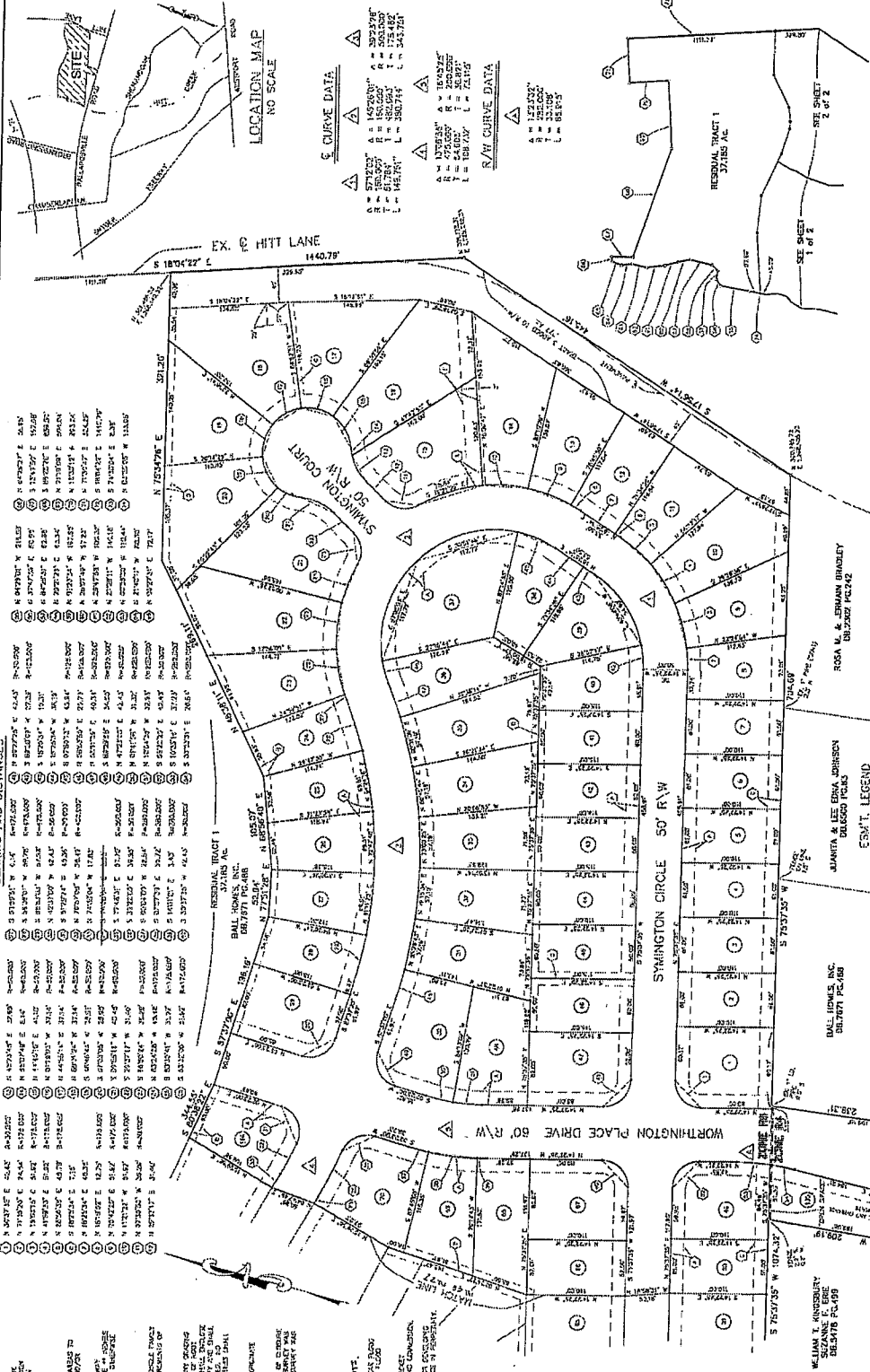
APPROVED ENGINEERS: WILLIAM T. GONTSORY, BLS 6778 PL 209, 234078 PL 209. R.J. ZUEHLER, BLS 6535 PL 351. BALL HOMES INC., A KENTUCKY CORPORATION. BALL HOMES INC., A KENTUCKY CORPORATION.

OWNER & DEVELOPER: BALL HOMES INC., A KENTUCKY CORPORATION. 3001 N. GREENE ROAD, LEXINGTON, KENTUCKY 40502. TAX BLOCK 6 LOT 10, 651.84 AC. 75 - 65'. FEBRUARY 2023. SABARK WALSON & LINGCO, INC. ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS. 315 WEST MARKET STREET, LOUISVILLE, KENTUCKY 40202.

WORTHINGTON PLACE SECTION 1 RECORD PLAT PAGE 1 of 2. TOTAL AREA: 65.18 AC. TOTAL NO. BUILDING SITES: 133. TOTAL NO. NON-BUILDING SITES: 2. APPROXIMATE COVER: 2.47 AC. 3.57%.

APPROVED ENGINEERS: WILLIAM T. GONTSORY, BLS 6778 PL 209, 234078 PL 209. R.J. ZUEHLER, BLS 6535 PL 351. BALL HOMES INC., A KENTUCKY CORPORATION. BALL HOMES INC., A KENTUCKY CORPORATION.

WORTHINGTON PLACE SECTION 1 RECORD PLAT PAGE 1 of 2. TOTAL AREA: 65.18 AC. TOTAL NO. BUILDING SITES: 133. TOTAL NO. NON-BUILDING SITES: 2. APPROXIMATE COVER: 2.47 AC. 3.57%.



BEARING AND DISTANCES

1	N 89°57'00" E 24.85'
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100	S 89°57'00" W 24.85'

LOT AREAS

LOT NO.	AREA (SQ. FT.)
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96	1,234.56
97	1,234.56
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99	1,234.56
100	1,234.56

NOTES:

- 1) THE TOTAL AREA OF THIS SECTION IS 33,082.42 SQ. FT. AS SHOWN ON THE LOCATION MAP AND THIS SECTION IS DIVIDED INTO 100 LOTS.
- 2) THE LOTS ARE BEING DIVIDED INTO 100 LOTS AS SHOWN ON THIS PLAN.
- 3) THE LOTS ARE BEING DIVIDED INTO 100 LOTS AS SHOWN ON THIS PLAN.
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- 10) THE LOTS ARE BEING DIVIDED INTO 100 LOTS AS SHOWN ON THIS PLAN.

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

WORTHINGTON PLACE
SECTION 1
RECORD PLAT

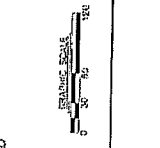
(INNOVATIVE)

OWNER & DEVELOPER
BALL HOMES INC. A KENTUCKY CORPORATION
3389 TAYLOR CREEK ROAD
LEXINGTON, KENTUCKY 40502
08-7871 PG.48B

TAX BLOCK 8 LOT 10,62.84 & 75
FEBRUARY, 2003
SABAK, WILSON & LINDO, INC.
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS
LEWISVILLE, KENTUCKY 40302

5708073 R0223

Recorded to First Book
Page 48
Date 2/10/03



APPROVED MANAGER

APPROVED BY: [Signature]

DATE: [Date]

APPROVED MANAGER

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