

Joy 2009

**RESTRICTIVE COVENANTS FOR
SECTION 2
OF
WORTHINGTON PLACE SUBDIVISION**

BALL HOMES, LLC ("Developer"), is the owner of Section 2 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, 2039, 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 2, of the Worthington Place Subdivision, as shown on the subdivision plat of same of record in Deed Book 9327, at Page 007 (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. However, notwithstanding the foregoing, the owner of Lot No. 139 of Section 2 of Worthington Place Subdivision (as shown on the Plat) shall not become a member of the Association since such lot is non-buildable lot.

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 Metro Planning Commission. Furthermore, upon Developer's receipt of a written request from the Jefferson County Planning Commission regarding the transfer of open space lot 250 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 Metro 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 31st day of December, 2008.

BALL HOMES, LLC

BY: 

ITS: President

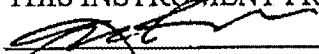
STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 31st day of December, 2008, by O. Ray Ball, Jr., as President, of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.


NOTARY PUBLIC

My commission expires: September 23, 2011

THIS INSTRUMENT PREPARED BY:


Jonathan R. Norris, Esq.
3609 Walden Drive
Lexington Kentucky 40517
(859) 268-1191

Document No.: DN2009006713
Lodged By: BALL HOMES
Recorded On: 01/16/2009 02:35:01
Total Fees: 19.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: CARHAR

END OF DOCUMENT

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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.

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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.

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15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply to Phase 2, of the Worthington Place Subdivision, as shown on the subdivision plat of same of record in Plat Book 50, at Page 10-11 (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.

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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 13th day of AUGUST, 2004.

BALL HOMES, LLC

BY: Russ A. Pigreri

ITS: LOUISVILLE OPERATIONS MANAGER

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

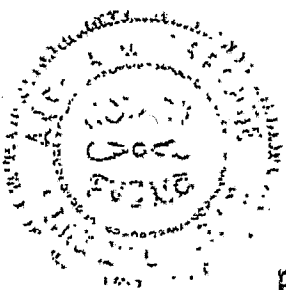
The foregoing instrument was acknowledged before me on this the 13 day of August, 2004, by Russ A. Pigreri, as LOU. Operation Mgr. of Ball Homes, LLC, a Kentucky limited liability company, on behalf of the company.

Angela T. Osborne
NOTARY PUBLIC
My commission expires: 9-18-2007

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris, Esq.
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191

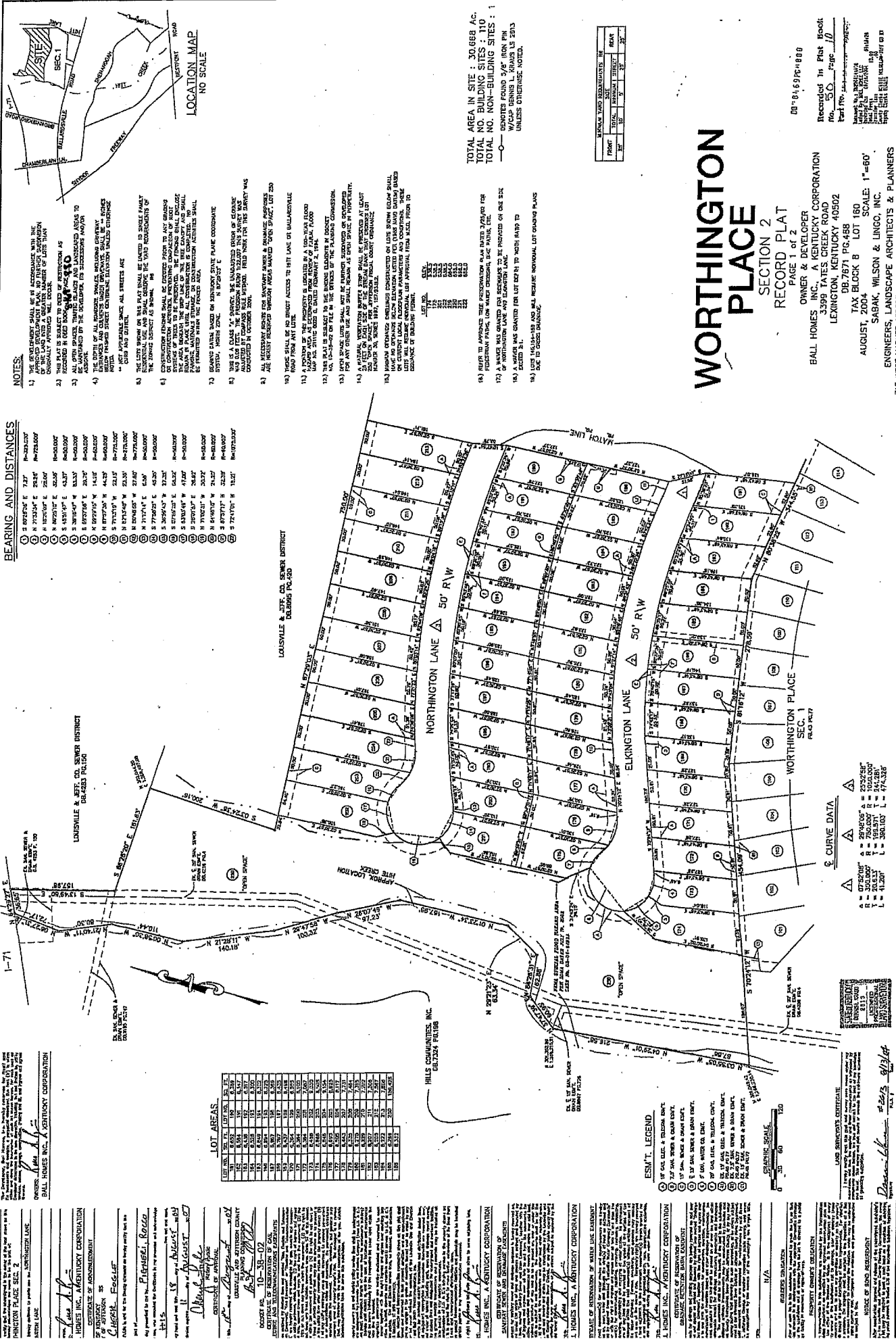
Restrictive Covenants - Worthington Place Phase 2



Recorded In Plat Book
No. 50 Page 10-11
Part No. _____

Document No.: DM2004144489
Lodged By: BALL HOMES LLC
Recorded On: 08/18/2004 09:18:17
Total Fees: 16.00
Transfer Tax: .00
County Clerk: BONNIE HOLSCLAW-JEFF CO KY
Deputy Clerk: TERNIG

END OF DOCUMENT



BEARING AND DISTANCES

- 1 075°24' E 73.7'
- 2 075°24' E 25.8'
- 3 075°24' E 25.8'
- 4 075°24' E 25.8'
- 5 075°24' E 25.8'
- 6 075°24' E 25.8'
- 7 075°24' E 25.8'
- 8 075°24' E 25.8'
- 9 075°24' E 25.8'
- 10 075°24' E 25.8'
- 11 075°24' E 25.8'
- 12 075°24' E 25.8'
- 13 075°24' E 25.8'
- 14 075°24' E 25.8'
- 15 075°24' E 25.8'
- 16 075°24' E 25.8'
- 17 075°24' E 25.8'
- 18 075°24' E 25.8'
- 19 075°24' E 25.8'
- 20 075°24' E 25.8'

OWNER: BALL HOMES INC., A KENTUCKY CORPORATION

PROJECT: WORTHINGTON PLACE, SEC. 1

DATE: 10-18-02

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 10-18-02

SCALE: 1"=60'

DATE: 10-18-02

LOT AREAS

LOT NO.	AREA	ACRES
1	0.123	0.0028
2	0.123	0.0028
3	0.123	0.0028
4	0.123	0.0028
5	0.123	0.0028
6	0.123	0.0028
7	0.123	0.0028
8	0.123	0.0028
9	0.123	0.0028
10	0.123	0.0028
11	0.123	0.0028
12	0.123	0.0028
13	0.123	0.0028
14	0.123	0.0028
15	0.123	0.0028
16	0.123	0.0028
17	0.123	0.0028
18	0.123	0.0028
19	0.123	0.0028
20	0.123	0.0028

ESN'T. LEGEND

- 1 OF GAS LINE, A TYPICAL ONE
- 2 OF GAS LINE, A TYPICAL ONE
- 3 OF GAS LINE, A TYPICAL ONE
- 4 OF GAS LINE, A TYPICAL ONE
- 5 OF GAS LINE, A TYPICAL ONE
- 6 OF GAS LINE, A TYPICAL ONE
- 7 OF GAS LINE, A TYPICAL ONE
- 8 OF GAS LINE, A TYPICAL ONE
- 9 OF GAS LINE, A TYPICAL ONE
- 10 OF GAS LINE, A TYPICAL ONE

GENERAL NOTES

1. THE DEVELOPER SHALL BE IN ACCORDANCE WITH THE CITY OF LOUISVILLE ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS FOR THE PROPOSED DEVELOPMENT.

2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE CITY COMMISSIONER OF PUBLIC WORKS.

3. THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITY CONNECTIONS TO THE PROPOSED DEVELOPMENT.

4. THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY STREETS AND DRIVEWAYS TO THE PROPOSED DEVELOPMENT.

5. THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY DRAINAGE AND SEWERAGE SYSTEMS TO THE PROPOSED DEVELOPMENT.

OWNER'S CERTIFICATE

I, **Ball Homes Inc., a Kentucky Corporation**, hereby certify that the information furnished in this plat is true and correct to the best of my knowledge and belief.

Signature: [Signature]

Title: President

Date: 10-18-02

RECORD COPY

Recorded in Plat Book No. **550**, Page **10**

Recorded in Plat Book No. **550**, Page **10**

Recorded in Plat Book No. **550**, Page **10**

Recorded in Plat Book No. **550**, Page **10**

NOTICE TO BUYERS

Buyers are advised that this plat is a preliminary plat and is subject to change without notice. The final plat will be filed with the City Engineer and the City Commissioner of Public Works.

DATE: 10-18-02

NOTES

- 1) THE DEVELOPER SHALL BE IN ACCORDANCE WITH THE CITY OF LOUISVILLE ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS FOR THE PROPOSED DEVELOPMENT.
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- 3) THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITY CONNECTIONS TO THE PROPOSED DEVELOPMENT.
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- 5) THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY DRAINAGE AND SEWERAGE SYSTEMS TO THE PROPOSED DEVELOPMENT.

LOCATION MAP

NO SCALE

Map showing the location of the site within the city of Louisville, Kentucky. The site is located at the intersection of Northington Lane and Elkhington Lane, north of Worthington Place.

TABLE

FRONT	REAR
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'
30'	30'

TOTAL AREA IN SITE: 30.668 AC.

TOTAL NO. BUILDING SITES: 110

TOTAL NO. NON-BUILDING SITES: 1

UNLESS OTHERWISE NOTED.

WORTHINGTON PLACE

SECTION 2

RECORD PLAT

PAGE 1 OF 2

OWNER & DEVELOPER: BALL HOMES INC., A KENTUCKY CORPORATION
3399 TATES CREEK ROAD
LEXINGTON, KENTUCKY 40502

DATE: AUGUST 2004
TAX BLOCK: B LOT 180

SCALE: 1"=60'

ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS: SAGAK, WILSON & LINGO, INC.
LOUISVILLE, KENTUCKY 40202

315 WEST MARKET STREET

8/18/04

CF 8/14/04