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**Declaration Of Covenants, Conditions And Restrictions
SHAKES RUN SUBDIVISION
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHAKES RUN SUBDIVISION, ("Declaration") is made, imposed and declared as of this 16th day of June 2008, by **TERRA ACQUISITIONS, LLC**, a Kentucky limited liability company, with an address of 11800 Brinley Avenue, Louisville, Kentucky 40243 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Jefferson County, Kentucky, as hereinafter described, which Developer intends to develop as a residential subdivision to be subdivided into lots (individually, a "Lot", and collectively, the "Lots"), which residential subdivision shall be known as **SHAKES RUN**; and

WHEREAS, it is the desire and intention of Declarant to develop the real property herein or hereafter made subject to this Declaration in sections, all in accordance with the provisions of this Declaration, as a part of, and as annexations and additions to, the "Property" (as defined below), and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision, development and improvement for the benefit of such real property, and for the benefit of Declarant, its successors and assigns, and purchasers of portions of such real property, and it is further intended that said rights, privileges, covenants conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all of such real property should be owned, held, used, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration; and

WHEREAS, pursuant to such general and common plan and scheme of subdivision, development and improvement for the Property, Declarant desires to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Declarant hereby

declares that the real property as hereafter described, and such additional real property as may hereafter be made subject to this Declaration pursuant to Article 1 below, shall be owned, held, used, leased, sold conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of this Declaration, all of which are declared and agreed to be in furtherance of Declarant's common plan and scheme for the Subdivision, and the development, sale and improvements of the real property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such real property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

ARTICLE 1 PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1.1 Subject Property. For purposes of this Declaration, the term "Property" shall initially mean and be a reference to all of the residential property within *SHAKES RUN SUBDIVISION - SECTION 1* that is more particularly described as follows:

BEING Lots 1-25, 30-44, and Lots 46-55 and Lots 26, 27, 28 & 29 (open space) as shown on Record Plat of SHAKES RUN Subdivision - Section 1, prepared by Steven Burch, PLS # 3022 Sabak Wilson Lingo, Inc. dated June 19, 2008, and approved by the Louisville Metro County Planning Commission on June 19, 2008 Docket # 10-38-05 the original of which is shown on the Plat of record in Plat and Subdivision Book 52 | 53 Page 100 | 1 in the Office of the Clerk of Jefferson County, Kentucky.

BEING Tract 2 as shown on the minor subdivision plat, approved by the Louisville Metro Planning Commission on September 1, 2007, Docket No. 9777 of record in Plat and Subdivision Book 52, Page 72 in the office of the Clerk of Jefferson County, Kentucky and the same property acquired by Declarant by Deed dated November 30, 2008 and recorded on November 30, 2008 in Deed Book 9144, Page 208 in the Office of the Clerk of Jefferson County, Kentucky.

The Subdivision, including the Property, will be developed in numbered and/or lettered phases or sections (collectively, the "Sections," and individually, a "Section") as determined by Declarant, to be evidenced by, and which Sections shall contain a number of residential "lots" denominated as such or otherwise identified by similar nomenclature (collectively, the "Lots," and individually, a "Lot") on, and other areas as provided on, an

appropriate subdivision plat for each Section placed of public record in the Office of the Clerk of Jefferson County, Kentucky (any such subdivision plat as filed in the aforesaid Clerk's Office being hereinafter referred to as a "Plat"). The Property evidenced thereby and denominated thereon shall be deemed subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth in, and the other provisions of, this Declaration. The use of the term "Lot" herein shall mean only those Lots included within the Property expressly made subject to this Declaration.

Section 1.2 Additions To, and Withdrawal of Property.

(a) **The Subdivision.** Portions of the Subdivision property owned by Declarant, which have not yet been developed by Declarant as previous Sections of the Subdivision may be hereafter included from time to time by Declarant as a part of the Subdivision and be made subject to the terms of this Declaration (or a similar declaration of covenants, conditions and restrictions acceptable to Declarant in its sole discretion), pursuant to a statement to such effect made by Declarant on the subdivision plat for any such portion of the Subdivision which is filed in the aforesaid Clerk's Office and/or by filing of a declaration to such effect by Declarant in the aforesaid Clerk's Office. Upon the inclusion of any such subdivided section of the Subdivision subject to this Declaration, the recorded subdivision plat therefor shall be deemed a "Plat" under this Declaration and may include such information and matters as contemplated with respect to any Plat, and the phase or section of the Subdivision evidenced thereby shall be deemed a "Section" under this Declaration, and all residential lots and/or common area created pursuant thereto shall be deemed to be "Lots" and "Common Area," respectively, subject to this Declaration.

(b) **Additions.** Additional real property, whether owned by Declarant or others, which is not presently a part of Declarant's general plan and scheme of development of the Subdivision, may be hereafter annexed to the Subdivision by Declarant in its sole discretion and made subject to this Declaration, or another declaration of covenants, conditions and restrictions acceptable to Declarant in its sole discretion. All such additions to the Subdivision shall be made by filing a Declaration of Annexation in the aforesaid Clerk's Office with respect to such additional real property, which shall declare the annexation and addition of such real property to the Subdivision and shall extend the scheme of this Declaration on, or impose the scheme of such other declaration of covenants, conditions and restrictions acceptable to Declarant on, such annexed real property. Upon the filing of any such Declaration of Annexation, the term "Property" as used in this Declaration shall be automatically deemed modified to include and be a reference to such additional real property, unless otherwise specified therein. Any such Declaration of Annexation extending the scheme of this Declaration to such annexed real property may contain additions and modifications of the provisions of this Declaration as Declarant may elect and/or as may be necessary to reflect the different character if any, of the annexed real property.

(c) **Withdrawal.** Declarant may from time to time elect in its discretion not to develop portions of the Subdivision for which a Plat has not been recorded, or, if a Plat has been recorded, in which Section evidenced thereby no Lots are then owned by other than Declarant, or any of its respective affiliates or related entities, and may withdraw such portions of the Subdivision from this Declaration, as applicable,

Any such withdrawal shall be accomplished by the filing in the aforesaid Clerk's Office of a Notice of Withdrawal executed by the Declarant, and describing by adequate legal description the portions of the Subdivision thereby withdrawn. Upon the filing of any such Notice of Withdrawal, the term "Property" as used in this Declaration shall be automatically deemed modified to exclude the real property thereby withdrawn.

Section 1.3 Supplemental Declarations.

(a) **Terms.** Declarant may from time to time elect in its discretion, and without need for the consent of any other person or entity, to record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions (a "Supplemental Declaration") in the aforesaid Clerk's Office, pursuant to which Supplemental Declaration Declarant may impose on the Section subject thereto rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in their Declaration as Declarant may elect in its sole discretion and which shall control over the provisions of this Declaration, taking into account the unique and particular aspects of the proposed development of the Section covered thereby; provided that any of the same imposed by such Supplemental Declaration shall not materially and adversely affect the existing single-family residential nature of the other developed Sections of the Subdivision. Further, any such Supplemental Declaration may otherwise supplement the provisions of this Declaration with respect to the Section subject thereto, and may otherwise contain such additional information, specifications, and other matters with respect to the Section subject thereto as is contemplated by this Declaration. A Supplemental Declaration may further provide for a Sub association for such Section and for the right of such Sub association to assess Lot owners within such Section and to place liens upon the Lots therein for the purpose described in such Supplemental Declaration.

Section 1.4 Cross-Easements. Declarant reserves the right to create cross easements and to restrict all of the Property according to the terms of this Declaration. The "Common Area" initially covered by this Declaration and hereafter created pursuant to the Plat, or as otherwise provided herein, shall be subject to the provisions of this Declaration and shall inure to the benefit of the owners of Lots within the Subdivision which hereafter become subject to this Declaration, or to another declaration of covenants, conditions and restrictions as approved by Declarant in its sole discretion which so provides, and the Common Area allocable to the owners of all such Lots within the Property shall inure to the benefit of the owners of Lots within the Property created pursuant to Plats recorded earlier, each to enjoy the Common Area of the other and to have and to hold the same as if each such Lot had been developed subjected to this Declaration simultaneously.

**ARTICLE 2
USE RESTRICTIONS**

Section 2.1 Primary Use Restrictions.

(a) **Single-Family Residential Use**

(i) Except as otherwise expressly provided in this Declaration, no Lot shall be used except for private single-family residential purposes and except for "home occupations" as that term is strictly construed under the zoning district regulations for Louisville and Jefferson County. No structure shall be erected, placed or altered or permitted to remain on any Lot except a one single-family residence designed for occupancy by one family (except that any reasonable number of domestic servants living on the premises in accordance with applicable law shall be permitted), not to exceed two stories in height, unless approved otherwise by Declarant in its sole discretion and permitted by applicable law, or except as otherwise provided in this Declaration.

(ii) Each residence on a Lot shall include an attached garage (with garage doors) capable of housing at least two (2) vehicles, for the sole use of the owner and occupants of the Lot.

(iii) The Common Area and any facilities located within the Subdivision, whether operated and maintained by Declarant, its successors and assigns,, the Community Association (as hereinafter defined) or a separate recreation association established for the purpose of managing and operating recreational facilities, shall be exempt from the use restrictions of this Section 2.1.

(iv) For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes" and shall not be permitted on any Lot within the Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging-houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirm, (9) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for person in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, (10) any "exceptional residential use" (as defined in the zoning district regulations for Louisville and Jefferson), and (11) any "group home" or other similar use as determined by Declarant and/or the Community Association.

(b) **No Subdivision.** No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Declarant in its sole discretion, which approval may be arbitrarily and unreasonably withheld. All Lot owners are hereby notified that Declarant has the express right, in its sole discretion, to subdivide, re-plot and/or alter the boundary line of any Lot or Lots owned by Declarant and/or any of its affiliated or related persons or entities. Any such division, boundary line change, or re-platting of any Lots shall not be in violation of applicable subdivision and zoning regulations.

Section 2.2 Nuisances. No noxious or offensive trade or activity shall be conducted or permitted to exist on any Lot, nor shall any Lot owner do anything on any Lot, or otherwise within the Subdivision, which may be or become an annoyance or nuisance to the residents of the Property.

Section 2.3 Use of Other Structures and Vehicles.

(a) Restrictions on Structures. No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary character shall be permitted on any Lot, except for temporary tool sheds, field offices or sales offices used by Declarant, or by a Builder (as hereinafter defined) as Declarant may permit by written consent in its sole discretion, which structure shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within seven (7) days of receipt of written notice from Declarant.

(b) No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

(c) Restrictions on Vehicles and Parking.

(i) No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage for any period in excess of one (1) day in any 365-day period (any portion of a day constitutes a day).

(ii) No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage, or any street in the Subdivision in excess of four hours in any 24-hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" is defined as a vehicle meeting any one of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

(iii) No vehicle, motorized or otherwise, including, but not limited to, those set forth in (c)(i) and (ii) above, shall be parked overnight on any street or right-of-way of the Subdivision and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a garage.

(iv) No vehicle determined to be objectionable or unsightly by Declarant or its successors or assigns, including the Community Association, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a Lot except in a garage.

(v) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

Section 2.4. Animals. No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets in Louisville, Kentucky vicinity) may be kept in the residence on a Lot, provided they are not kept, bred or maintained for any commercial or breeding purposes. No dog or other pet runs are permitted on any Lot, except for those the design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion. The Lot owner keeping any such pets shall

keep the Lot free of pet waste and feces, and any person in charge a dog, cat or other pet in the Common Area shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner. In addition to such other remedies as may be available, violation of this Section 2.4 by any Lot owner or resident of the Property may result in the suspension of the voting rights of a Lot owner in the Community Association and suspension of other rights set forth in this Declaration.

Section 2.5 Clothes Lines, Fences and Walls; Tennis and Basketball Courts; Swimming Pools; Antennae and Receivers/Transmitters Exterior Lighting; Play Equipment; Flags; Artificial Trees.

(a) **Clothes Lines.** No outside clothes lines shall be erected or placed on any Lot.

(b) **Fences and Walls.** All fences and walls are subject to prior written approval by Declarant in its sole discretion and may not exceed forty-eight inches (48") in height, and shall be either black aluminum or black wrought iron. No fence or wall of any nature may be extended toward the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches), and all fences and walls shall be constructed so that the finished side thereof, as determined by Declarant in its sole discretion, shall face away from the Lot upon which such fence or wall is constructed. No wire or chain link- fences are permitted on any Lot, except for tennis court fences permitted under Section 2.5(c) below. Electric / invisible fencing (for pet control) shall not extend toward the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches).

(c) **Tennis Court Fences.** Tennis courts shall not be erected on any Lot unless approved by Declarant. To the extent that any tennis court is allowed, no tennis court fence shall be erected on any Lot unless (i) the fencing is coated with black, green or other colored vinyl acceptable to Declarant, (ii) the fence and court areas are landscaped to screen views of the fencing and courts, (iii) the plans for such fence and landscaping and tennis court lighting have been approved by Declarant in writing pursuant to Section 3.1 hereof, and (iv) tennis court lighting is directed down and away from other Lots or residential properties.

(d) **Basketball Courts.** No basketball goal shall be erected on, or attached to any structure located on, any Lot unless the location of such goal (i) is not visible from any road or (ii) has been approved in writing by Declarant. Basketball court lighting shall be subject to the same standards as tennis court lighting as in (c) above.

(e) **Aboveground Swimming Pools; Pool Lighting.** No aboveground swimming pools shall be erected or placed on any Lot, although hot tubs and spas, the size, design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion, shall be permitted. No light standards (poles) shall exceed three (3) feet in height.

(f) **Antennae.** No antennae or microwave or other receivers and/or transmitters (including, without limitation, those currently referred to as "satellite dishes") shall be erected or placed on any residence or any Lot (except for small television antennas or receivers which are concealed and contained wholly within the interior of a

residence and which are not viewable outside of such residence through any window or otherwise from any vantage point or elevation as determined by Declarant), unless its design and placement are approved in writing by Declarant, which approval shall be within the sole and absolute discretion of Declarant and may be arbitrarily and unreasonably withheld.

(g) Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby Lots, as determined by Declarant. All exterior lighting ornamental post lights and other ornamental yard decorations located or proposed to be located on any Lot are subject to the prior written approval of Declarant in its sole discretion.

(h) Play Equipment. Exterior or outside play equipment including, without limitation, swing sets, jungle gyms and similar equipment shall be prohibited from being located on any Lot, unless otherwise approved by the Declarant. All Lot owners and residents of the Subdivision shall obtain the approval of Declarant prior to the construction or placement of any such equipment on any Lot. Any approved outdoor play or recreational equipment (whether on a lot or within common areas) shall be earth tones in color and substantially screened from off-site views by utilizing landscaping, fencing or some combination of techniques to filter off-site views of such equipment. Under no circumstances will Developer permit any bright red, yellow or blue color configurations on any play sets or play equipment installed.

(i) Flags/Advertising/Signs. No flagpoles, advertising or signs of any nature shall be erected or placed on any Lot. Flags may, however, be temporarily hung [for a period of five (5) days or less] in customary fashion from any structure so long as it is not in excess of 24 square feet in size.

(j) Artificial Trees. Artificial trees shall not be permitted in any outdoor landscape plans.

Section 2.6 Duty to Maintain Lot.

(a) Declarant's Maintenance and Fees. From and after the date of purchase of a Lot until construction of a single family residence is started thereon, Declarant shall have the exclusive right, but not the obligation, to perform all normal maintenance on the Lot which Declarant deems necessary, including, without limitation mowing; provided, that Declarant shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof, from the Lot, although Declarant may elect to do so in its discretion, and all of which the Lot owner shall promptly cut and remove from the Lot after falling, or otherwise after a determination and notice by Declarant or the Community Association to the Lot owner that any of the same constitute a danger or are unsightly. If Declarant decides, in its sole discretion, that any mowing, or other maintenance is appropriate, each Lot owner shall be assessed an annual fee payable in advance upon notice, at the initial rate of \$25.00 per month for the calendar year 2008, provided Declarant may assess each Lot owner at a greater or lesser amount as Declarant determines in its sole discretion is necessary to maintain the Lot as provided herein, or as may otherwise be stated in the applicable Supplemental Declaration and/or Plat for any Section. Declarant shall have no obligation to cure or correct any unsafe conditions on the Lot. Such maintenance fees shall be appropriately prorated for partial year ownership

of a Lot conveyed by Declarant, and shall be paid by the Lot owner in any case within thirty (30) days of demand by Declarant. All such fees due and payable to Declarant from a Lot owner pursuant to the terms of this Section 2.6(a) shall bear interest from the due date thereof until paid at a fixed rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and such amount shall, together with all interest accrued and unpaid thereon and all costs of a collection incurred in connection therewith, including, without limitation, court costs and reasonable attorney's fees, constitute a charge and lien on the Lot in favor of Declarant to secure the repayment of such amounts, which lien shall be of equal priority to the lien of assessments provided for in Article 4 below.

(b) Lot Owner's Maintenance. From and after the date construction of a single family residence on a Lot is started, it shall be the duty of each Lot owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds, waste and trash, including, without limitation, construction waste, and to keep it otherwise neat and attractive in appearance to the satisfaction of Declarant. The operation of lawn care machinery, mowers, weed eaters, or other motorized equipment shall be prohibited after 8:00 PM on Friday's, Saturday's and Sunday. Should any Lot owner fail to keep the grass on the Lot properly cut, to keep the Lot free from weeds, waste and trash, including, without limitation, construction waste, and to keep it otherwise neat and attractive in appearance, then Declarant may take such action as it deems appropriate, including, without limitation, mowing, in order to make the Lot neat and attractive, and the Lot owner shall, immediately upon demand, reimburse Declarant or other performing entity for all expenses incurred in so doing, together with interest at the rate of twelve percent (12%) per annum or such lower rate as may constitute the maximum then permitted by applicable law, and Declarant shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided for in Article 4 of this Declaration.

(c) Indemnification By Lot Owner. Each Lot owner, by acceptance of a deed for the Lot, releases and shall indemnify and hold harmless Declarant from and against all losses or damages which may accrue to such Lot owner's Lot, and the vegetation hereon, arising from any activities of Declarant and/or any other party to maintain such Lot owner's Lot when such Lot owner fails, as noted above, to properly maintain his own Lot,

Section 2.7 Duty to Repair, Rebuild and Maintain.

(a) Normal Repairs. Each Lot owner shall, at its sole cost and expense, repair and maintain the residence and other approved structures on such Lot owner's Lot, keeping the same in first class condition and repair acceptable to Declarant and the Board of Directors of the Community Association (the "Board"), and otherwise in a condition comparable to the condition of such residence at the time of its initial construction consistent with the approved plans therefor (or in the absence of approved plans, consistent with the requirements deemed necessary or desirable by Declarant or the Board, in their respective sole discretion). In the event any such residence or other structures on the Lot are not so repaired and maintained, the Lot owner shall, within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully repaired

and maintained to the satisfaction of the Declarant and the Board, or if the existing status of the residence or other structures on the Lot are such that the same cannot be reasonably repaired and maintained within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such repair and maintenance, which shall in any case be completed within sixty (60) days of such notice from Declarant or the Board or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such Lot owner fail to complete such repairs and maintenance within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such repairs and maintenance to be so completed to their respective satisfaction, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the Lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such repairs and maintenance, and may, at all other times, store necessary materials on the Lot, without liability or obligation of any kind to such Lot owner or any resident or lessee of such Lot, and the Lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant or the Board, as applicable, shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article 4 below.

(b) Repair or Damage. If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the Lot owner shall, with an due diligence, promptly (as acceptable to the Declarant and the Board) rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition consistent with the approval plans therefor. In the event any such residence or other structures on any Lot are not so rebuilt, repaired or reconstructed, the Lot owner shall, within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully rebuilt, repaired or reconstructed to the satisfaction of Declarant or the Board, or, if the existing status of the residence or other structures on the Lot are such that the same cannot be reasonably rebuilt, repaired or reconstructed within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such residence or other structures, which shall in any case be completed within one hundred twenty (120) days of such notice and from Declarant or the Board, or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such Lot owner fail to complete such rebuilding, repairs or reconstruction within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such rebuilding, repairs or reconstruction to be so completed to their respective satisfaction in accordance with the approved plans for such structure, and Declarant and/or the by Board, and their respective agents, employees and contractors, may enter upon the Lot and all improvements thereon during

the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such rebuilding, repairs or reconstruction, and may at all other times store necessary materials on the Lot, without liability or obligation of any kind to such Lot owner or any resident or lessee of such Lot, and the Lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant or the Board, as applicable, shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article 4 below.

Section 2.8 Restrictions on Business and Home Occupations.

Except for "home occupations" as that term is strictly construed under the zoning district regulations for Louisville and Jefferson County, no trade or business of, any kind (and no practice of any profession, including, without limitation, medicine, dentistry, chiroprody, osteopathy, accounting, law and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which constitutes or may become an annoyance or nuisance to the neighborhood or other residents in the Subdivision, as determined by Declarant or the Board. Notwithstanding the provisions hereof or of Section 2.1 above, a new house may be used by the Builder thereof as a model home for display of the Builder's work in the Subdivision or for the Builder's own office, provided said use terminates within eighteen (18) months from completion of such house by the Builder or at such other time as may be determined by Declarant, and provided further that such use otherwise conforms to this Declaration and/or such rules as Declarant may, from time to time, issue.

Section 2.9. Signs

(a) Sign Limits. 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 neat and attractive for advertising the sale or lease thereof, which shall not be greater in area than nine square feet and shall be acceptable in condition, format, appearance and content to Declarant.

(b) Declarant's Signs. Each Lot owner and resident of the Subdivision is hereby advised that Declarant may elect, from time to time, (i) to erect larger signs when advertising the Subdivision, (ii) to place signs on Lots designating the lot number of the Lots, and (iii) following the sale of a Lot to place signs on such Lot indicating the name of the purchaser of that Lot and/or the fact that it has been sold.

(c) Street Numbers. This Section 2.9 shall not prohibit placement of occupant name signs and lot numbers as allowed by Declarant's guidelines (which may be included in the "Design Guidelines," as such term is hereafter defined, or otherwise) or as are otherwise acceptable to Declarant, and which signs and numbers are in compliance with applicable zoning regulations. Street numbers shall not be permitted to be painted or installed on curbs, gutters, sidewalks or driveways.

(d) Uniform Sign Program. Declarant shall have the unfettered right in its sole discretion to establish from time to time a uniform sales sign program for all Lots, whether improved or unimproved, within any Section and/or to require Lot owners to obtain all signs advertising the sale or lease of a Lot, whether improved or unimproved, from Declarant or any of its related entities or from a designated third party.

Section 2.10. Drainage. Drainage of each Lot shall conform to the general drainage plans of Declarant for the Section and Subdivision. No construction upon a Lot by those other than Declarant shall cause storm water to drain upon any adjacent Lot unless appropriate easements have been provided for such drainage or such drainage is otherwise allowed by local ordinances and permitted by Declarant. No storm water, drains, roof downspout or ground water shall be introduced into the sanitary sewage system. All connections for sanitary sewer, water and storm water on each Lot shall be made with watertight joints and otherwise in accordance with all applicable plumbing and building code requirements. No Hazardous Substances (as hereinafter defined) shall be dumped or introduced into the sanitary or storm sewer system for the Subdivision, or otherwise improperly stored or disposed of on any Lot.

Section 2.11 Disposal of Trash; No Hazardous Substances. No Lot shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances. Rubbish, trash, garbage or other waste shall not be kept on any Lot except for the normal household rubbish, trash, garbage and similar waste kept indoors within sanitary closed containers temporarily prior to collection. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. There shall be no burning of trash or other refuse on any Lot. Declarant and the Association shall establish and maintain a uniform and exclusive trash collection program [including the right to designate the type and style of trash containers to be uniformly used throughout the Subdivision] for the Sections subject hereto or the Subdivision in general with one or more contractors or companies selected by Declarant or the Board on such terms as may be deemed acceptable by the Declarant or the Board in their respective discretion. The cost of trash collection shall be that of the Lot owner, provided, however, the Declarant and the Association reserve the right [in the interest of the Association to enter into a contract on behalf of the Lot owners' and pay the cost of trash collection out of the general funds of the Association. In such case, the Association shall increase the annual assessments to include a sufficient amount per lot to provide for such cost of trash collection. For purposes of this Declaration, the term "Hazardous Substances" shall include, without limitation, petroleum, its products and by-products, and petrochemicals, and any compound containing any of the same, asbestos, radioactive substances, polychlorinated biphenals, any pollutant or contaminant and any hazardous, toxic, dangerous or flammable waste, substance or material, including any of the same defined as such in, for purposes of or otherwise regulated or classified by or pursuant to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (43 U.S.C. §9601, et.) and regulations promulgated thereunder, as amended, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (whether now existing or hereafter enacted, promulgated or issued) or any judicial or administrative interpretation of any of the same, and including "oil" and "oil waste" as defined in the Clean Water Act (33 U.S.C. §1251, et seq.), as amended. The definition of "Hazardous Substances" for purposes of this Declaration shall not include, however, small quantities of such substances described above which constitute or are included within normal household cleaning substances or

other substances used in connection with normal single-family residential purposes which are in all cases kept within approved containers and stored, used and disposed of in accordance with all applicable governmental laws, rules and regulations and other applicable guidelines existing, or established from time to time (such substances being hereinafter referred to as "Permitted Substances"). Each Lot owner shall indemnify and hold harmless Declarant, its officers, employees, stockholders, successors and assigns, the Board and the Community Association from and against any and all liabilities, damages, actions and causes of action, costs and expenses arising from or related to the introduction and/or use of any Hazardous Substances and/or Permitted Substances by such Lot owner or otherwise on such Lot owner's Lot during the ownership of the Lot by such Lot owner.

Section 2.12 Utility Service.

(a) Underground Service to Lots.

(i) Each Lot owner's electric and telephone utility service lines shall be underground throughout the length of service line from the applicable utilities' respective points of delivery to a Lot to the residence on such Lot; and title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne by, the owner of the Lot upon which such service lines are located.

(ii) Appropriate easements as shall be acceptable to Declarant, are hereby dedicated and reserved to Louisville Gas & Electric Company (LG&E) and Bell South Telephone Company ("Bell") and any other such utility, as applicable, to-ether with the rights of ingress and egress over abutting Lots or properties, to install, operate and maintain electric and telephone and other utility service lines from each Lot to each such utility's respective termination points. Electric and telephone service and other utility lines, as installed from time to time in locations acceptable to Declarant, shall determine the exact location of said easements.

(iii) The electric and telephone easements shown on the Plat for any Section, if any, 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 written consent of Declarant and of the applicable utilities and their respective successors and assigns, as applicable.

(b) Additional Easements.

(i) Easements for underground electric and telephone transmissions 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) outlined or otherwise shown and designated on the Plat for any Section, and over, across and under such portions of the Common Area as Declarant shall determine from time to time, for underground facilities. Declarant hereby reserves the right to grant such additional easements as may be necessary to facilitate electric service, gas service, water and sewer service, telephone and communications services, cable television and the like throughout the Subdivision.

(ii) Aboveground electric transformers and pedestals may be installed at appropriate points in any electric or other utility easement with the prior written approval of Declarant, which shall not be reasonably withheld.

(c) **Cable Television Easements.** The electric and telephone easements dedicated and reserved in this Section 2.12, and those as shown on the Plat for any Section, including, without limitation, the Plat, shall include easements for the installation, operation and maintenance of cable television service to the Lots and the Common Area, including underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission mediums.

(d) Easements. Each lot shall have and be subject to the following easements:

1. An easement for any maintenance, repair or replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit which facilities are utilized for or serve each lot.

2. An easement for ingress and egress for the maintenance, repair, and replacement of any exterior component of a residence constructed upon a lot.

3. If any part of the Common Elements encroaches upon any lot, a valid easement for such encroachment, the maintenance, repair or replacement thereof, so long as it continues, shall and does exist. If in the event any residence of a lot owner shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to reconstruction shall be permitted, and valid easement for such encroachments and of maintenance, repair, and replacement thereof shall exist.

4. An easement for ingress and egress and maintenance in favor of any public utility providing utility service to the lot owner for the purpose of maintenance, repair or replacement of the facilities and equipment necessary to provide said service. The utility shall exercise this right in a reasonable manner.

5. An easement in favor of the Community Association exercisable by the Board of Directors and its agents, to enter upon any lot owner's property and any Common Element from time to time during reasonable hours, as may be necessary for the operation of the Community Association (including the right to inspect), or in the event of emergency for necessary action to prevent damage to any part of the Lot Owner's property.

6. Existing easements of record affecting the property.

7. In addition, Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter located on the property without necessity of authority from any Unit owner, except where such Unit is directly affected.

8. Any parking area or other paved portion of the Regime allocated to parking purposes shall be part of the Common Elements and not part of any individual

Unit; provided that garage areas and driveways shall be Limited Common Elements to designated Units, and those Unit owners shall have easements for ingress and egress over necessary portions of the driveway adjacent to the garage.

Section 2.13 Rules for Common Area. The Community Association is authorized to adopt and modify from time to time rules and regulations for the use of the Common Area, including, without limitation, any landscaping or recreational facilities and other common amenities now or hereafter located within the Subdivision upon such Common Area, and such rules, if not otherwise posted at any such facility or amenity, shall be furnished in writing to a Lot owner upon reasonable request. No Lot owner shall do or permit anything to be done or kept on or in the Common Area [including landscaping or any other materials or equipment] which might result in the cancellation of insurance on any part of the Common Area, which would interfere with rights of other Lot owners, or which would be noxious, harmful or unreasonably offensive to other Lot owners as determined by Declarant or the Board in their respective sole discretion. No waste shall be committed by any Lot owner or resident of the Subdivision in the Common Area. Common areas are not to be utilized by any lot owner as part of their lot for any purpose.

Section 2.14 Exclusive Water and Sanitary Sewer Service. Each Lot owner shall be obligated upon the construction of a residence on any Lot to connect to, and obtain service from, the central water and sewage disposal systems provided for the Subdivision by the Louisville Water Company Jefferson County Metropolitan Sewer District ("MSD") respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any Lot.

Section 2.15 Common Areas and Playgrounds. Any playground, walkways, landscaped areas, tennis court, swimming pool or other play areas or equipment finished by Declarant or the Community Association, Shakes Run Recreation Association or others with the consent of Declarant, upon the Common Area or otherwise within, or adjacent to, the Subdivision, shall be used at the risk of the user, and Declarant, its affiliated persons and entities and the Community Association shall not be liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use hereof.

Section 2.16 Air Conditioning Units. Except as may be permitted from time to time by Declarant in its sole discretion, no window air conditioning units may be kept or used on any Lot.

Section 2.17 Holiday Lighting. Except for Christmas/holiday season decorative lights and attendant displays and decorations, which may be displayed from December 1 of each year through the following January 10 and only as shall be acceptable to Declarant in its sole discretion, all exterior holiday decorations and lighting shall receive the prior written approval of Declarant or shall be allowed only pursuant to written policy adopted by Declarant or its successors or assigns.

ARTICLE 3 - ARCHITECTURAL CONTROL

Section 3.1 Approval of Construction and Landscape Plans.

(a) Grading and Construction Plans.

(i) No clearing or grading of any Lot shall be permitted, and no structure may be erected, placed or altered on any Lot, until the Lot owner has submitted, and Declarant has approved, in writing, in its sole discretion, a Lot grading plan showing proposed clearing, limits, grading and house location and location and size of the proposed driveway, sidewalks, fountains, pools and the like and any other proposed structures, and the construction plans and building specifications for all of the foregoing and any other instructions, including, without limitation, (1) the style, design and location of all proposed improvements on the Lot and the minimum elevation of any proposed improvements, (2) the final grade elevation (including rear & front and side elevations) and first floor elevation, which must be in compliance with Declarant's drainage and grade plans for the Subdivision, (3) the type of exterior material (including delivery of samples thereof if requested by Declarant, and (4) the time frame within which all construction shall be completed. Declarant may further specify the requirements of such plans and specifications in the Design Guidelines (as defined below) or otherwise as shall be acceptable to Declarant. During the clearing of any Lot and the construction of, or addition to, a residence thereon, each Lot owner shall cause to be placed, and maintained in good repair and condition, a fabric silt fence with a minimum height of eighteen inches (18") above ground, and a minimal burial of six inches (6") underground, along the downhill sides of the Lot and any portion of the perimeter of the Lot bordering, backing up to or otherwise in the near vicinity of any developed Lot, in order to prevent silt and/or fill from migrating from such lot or from contaminating such developed Lot. The silt fence may be removed only upon sodding of the Lot or establishment of grass thereon.

(ii) All driveways on any Lot shall be of aggregate concrete or brick (no asphalt driveways shall be permitted) or other similar materials approved by Declarant, which shall be constructed in final finished form not later than thirty (30) days subsequent to the substantial completion of any residence on a Lot, as determined by Declarant in its sole discretion.

(iii) Declarant reserves the right to compile and modify, from time to time, architectural and design review and/or construction standards manuals and guidelines or other written standards (collectively, "Design Guidelines"), for use by Lot owners for guidance in the construction of any structures and other improvements on the Lots, and for such other purposes as described in this Declaration, and all improvements addressed therein shall be constructed by Lot owners in accordance therewith and pursuant to the plan(s) therefor approved pursuant to this Article 3. All such manuals and guidelines constituting Design Guidelines shall, from time to time when issued by Declarant, be deemed to constitute a part of and be incorporated within this Declaration.

(iv) Construction of the residence and other improvements shall begin within **18 months** after purchase of any lot from Declarant and shall proceed expeditiously thereafter to completion. All approved construction activities, and landscape activities contemplated by Section 3.1(b) below, shall be completed by the Lot owner within the time frame specified in the approved plans contemplated by this Section 3.1, such period not to exceed fifteen (15) months after beginning (except for waivers granted by Declarant in its sole and absolute discretion). Upon completion of all such construction, the Lot owner shall, at lot owner's cost, furnish to Declarant upon request a

written statement and certification of Lot owner's builder and/or an engineer acceptable to Declarant, to the effect that (1) the improvements constructed upon the Lot substantially conform to the plans and specification approved pursuant to this Section 3.1, and (2) drainage of the Lot after improvements is in positive drainage compliance with the drainage plans for the Section and the Subdivision.

(v) In the event any such structures or other improvements constructed on any Lot, and/or the final grade of any Lot, do not conform to the approved construction plans or drainage plans for the Section and Subdivision, the Lot owner shall, within thirty (30) days after written notice from Declarant (or such greater period as Declarant shall specify in such notice), cause such non-compliance to be fully remedied to the satisfaction of Declarant. Further, in the event that the Lot owner shall diligently proceed with and/or complete the construction of any improvements on a Lot within the time frame established pursuant to the construction plans and specifications therefor approved by Declarant, the Lot owner shall, within thirty (30) days after written notice from Declarant, complete such improvements in a good, work-manlike and professional manner, or, if the existing status of the improvements on the Lot are such that the same cannot be reasonably completed within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of all such improvements which shall in any case be completed within one hundred eighty (180) days of such notice from Declarant or within such other greater or lesser period as shall be reasonably specified by Declarant (which specifications shall be deemed reasonable if confined in writing by at least two (2) builders). Should such Lot owner fail to cure such non-compliance or to complete such construction within the applicable period provided above, Declarant may, in its sole discretion, elect to cause such non-compliance to be so cured, and may, in its sole discretion, elect to complete such construction on such Lot in accordance with the approved plans therefor, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon at any time and from time to time in connection therewith, without liability or obligation of any kind to such Lot owner or any resident or Lessee of such Lot, and the Lot owner shall reimburse Declarant upon demand for all costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article 4 below.

(vi) Any modifications to the existing grade of any Lot shall comply with all requirements of the MSD and any approved plans for the Property.

(b) Landscape Plans

(i) In addition to, and contemporaneously with, the plans and specifications referred to in Section 3. 1 (a), a landscape plan shall be submitted by such Lot owner by a licensed Landscape Architect to Declarant for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing, and/or to be planted on the Lot, together with an underground irrigation system (required) for the front yard of the lot and any side yard fronting a street (corner lots) or adjoining open spaces and specify the time frame within which such landscaping shall be completed. This Declaration does so obligate each Lot owner to install such approved landscaping and

irrigation system, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the Lot), and to maintain such approved landscaping in good health and appearance at all times thereafter, and to replace such approved landscaping as necessary, in the front and side yards of each Lot, readily visible from the street(s) adjacent to the Lot, if any. Further, any portion of the front yard of all Lots which are not to be landscaped pursuant to an approved landscape plan shall be sodded by the Lot owner to the satisfaction of Declarant, such front yard sod to extend to the front or side wall of the residence facing, but furthest from, any road. Water fountains shall not be permitted in the front yard of any lot without the prior written consent of Declarant.

(ii) The Lot owner shall install and maintain all required landscaping and irrigation systems for inspection by Declarant at its request at any time following commencement of occupancy of the residence on the Lot; provided that, when seasonal limitations prohibit, the approved landscaping on, and/or sodding of, the Lot must be installed with fifteen (15) days from the time planting operations can be feasibly undertaken as determined by Declarant. Moreover, when seasonal limitations do not permit planting, erosion control measures must be immediately implemented in accordance with generally accepted practices in the real estate development industry, as approved by Declarant in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. In no event shall any irrigation or other water system on any Lot be permitted to draw or otherwise use water from any lakes or waterways within the Subdivision, without the prior written consent of Declarant in its sole discretion. Declarant reserves the right to waive in its discretion all or any of the requirements of this Section 3.1 (b) with respect to any Lot. In addition, each Lot Owner, successors and assigns, by purchasing a Lot herewith grants permission to the Community Association (should it determine necessary to do so) to maintain a seasonal lawn and weed control program sufficient to insure that all lots within the Subdivision remain free and clear of unsightly weeds at all times. The cost of the seasonal weed control shall be paid by the Community Association.

(iii) In the event that the Lot owner shall fail to diligently proceed with and/or complete the landscaping of the Lot within the time frame established pursuant to the landscape plans therefor approved by Declarant, or otherwise fail to adhere to the provisions of this Section 3, the Lot owner shall, within fifteen (15) days after written notice from Declarant (or within such greater period as specified by Declarant considering seasonal limitations in Declarant's sole discretion), cause such landscaping (and or maintenance) to be completed in a good, workmanlike and professional manner. Should such Lot owner fail to complete such landscaping or maintenance within the applicable period provided above, Declarant may, in its sole discretion, elect to complete such landscaping on such Lot in accordance with the approved plans therefor (or, if such plans have not been submitted or approved, in accordance with the requirements of Declarant, in its sole discretion), and Declarant, its agents, employees and contractors, may enter upon the Lot at any time and from time to time in connection therewith, without liability or obligation of any kind to such Lot owner or any resident or lessee of such Lot, and the Lot owner shall reimburse Declarant upon demand for all costs and expenses incurred in connection therewith, including, without

limitation, reasonable attorney's fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant shall have a lien on such Lot to secure the payment thereof equal in priority to the Eileen for assessments provided for in Article 4 of this Declaration.

(iv) The provisions of **Section 3** shall be strictly enforced. Failure of any Lot Owner to adhere to the terms and provisions of this Section 3 after having been provided adequate written notice of violation(s) hereof, shall result in the Lot Owner being fined in an amount not to exceed the sum of \$5,000 for each incident.

(c) **Definitions.**

(i) References to "Declarant" in this Declaration shall include any entity, person or association to whom Declarant may from time to time assign all or any of its rights or obligations under this Declaration, including rights of approval, whether on a permanent or temporary basis. Declarant, its successors and assigns shall have the right to so assign all or any such rights or obligations to the Community Association, which assignment the Community Association hereby irrevocably agrees to accept when executed by Declarant.

(ii) References to "structure" in this Declaration shall include, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including those currently called "satellite dishes"), deck, swimming pools, tennis courts and basketball courts.

(d) **No Occupancy Before Completion.** No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of Declarant and compliance with the provisions of this Declaration, including, without limitation, this Article 3, in connection with the construction thereof and other improvements on the Lot. No private water or sewage treatment systems shall be permitted in the Subdivision, except as maintained by Declarant or its affiliates or related entities, or their respective successors and assigns.

Section 3.2 Building Materials; Roof, Builder; Architectural Standards and Design Guidelines.

(a) **Building Materials.** The exterior building materials of all residences and structures on any Lot shall extend to ground level, and the exterior building materials of all residences shall be brick, stone, brick veneer, or stone veneer or a combination of same, or such other materials as shall hereafter be specified for any Section in the Supplemental Declaration for such Section, if any, or on the Plat for such Section. Artificial stone, aluminum windows, and vinyl soffits are deemed inappropriate building materials for the homes in this subdivision and shall not be permitted. Declarant recognizes that the appearance of other exterior building materials (such as wood siding) maybe attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. Exposed smooth or brick mold-poured concrete walls shall not be permitted. All exterior paint and stain finishes and combinations and pre-finished exterior materials must receive prior written approval of Declarant.

(b) **Roof Pitch.** The roof pitch of any residential structure shall not be less than a plane of 9 inches vertical for every plane of 12 inches horizontal for all structures or such other plane(s) as shall otherwise be specified in any Supplemental Declaration or on the plat for any Section. Declarant may waive the requirements of this

Section 3.2(b) in its sole discretion in special cases where architectural design warrants or requires for proper perspective.

(c) **Builder Approval.** Declarant reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor, builder, or other person or entity (collectively, as so approved the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by or on behalf of any Lot owner, to construct a residence on any Lot, which approval must be obtained prior to the commencement of any such construction. No Lot owner, unless an approved Builder, may construct a residence on the Lot. Declarant reserves this right of prior approval because the Subdivision is a planned community of high aesthetic and construction quality with which the Declarant's name and reputation, and the name and reputation of Declarant and that of its affiliated and related entities, shall continue to be associated and identified, and further in an attempt to ensure (i) the maintenance of a high quality of construction within the Subdivision, (ii) that the economic value of other Lots and structures within the Subdivision will not be impaired by the construction of residential structures not of the same or comparable quality as now exist in the Subdivision, (iii) the maintenance of the existing high aesthetic quality of the Subdivision, and (iv) a uniform subdivision, development, improvement and marketing program for the Subdivision. Nothing contained in this section 3.2 or otherwise within this declaration shall constitute or be deemed to be a representation or warranty by Declarant with regard to any matter whatsoever pertaining to any builder, or of the value or quality of any lot, or any residence or other structure or improvement constructed thereon or otherwise within the Subdivision.

(d) **Architectural Standards.** All exterior elevations must be done by a licensed Architect and approved by Developer. Declarant reserves the right to issue and modify, from time to time, architectural and other standards and design guidelines as a part of the Design Guidelines to assist Lot owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to Section 3.1 hereof. All Lot owners and their Builders and other contractors shall comply with the construction regulations portions, if any, of the Design Guidelines. Such regulations may affect, without limitations the following: trash and garbage removal; sanitary facilities; work trailers; parking areas; outside storage; conduct and behavior of Builders, contractors, subcontractors and Lot owners; the conservation of landscape materials; and fire protection.

Section 3.3 Minimum Finished Floor Areas. The following shall be the minimum finished floor areas for homes to be constructed within each Section (unless other minimum finished floor areas are otherwise specified with respect to any Lot in any Supplemental Declaration or on the Plat filed in the aforesaid Clerk's Office with respect to such Section):

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 1,750 **finished** and habitable square feet, exclusive of the garage.

(b) **One-and-One-Half-Story.** The floor area of a one-and-one-half-story residence shall be a minimum of 2,000 **finished** and habitable square feet.

(c) **Two-Story.** The floor area of a two-story residence shall be a minimum of 2,200 **finished** and habitable square feet, exclusive of the garage.

(d) Exclusions. Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3.3.

Section 3.4 Setbacks and Build To Lines. No structure shall be located on any Lot nearer to the front lot line, the side street line or other side lot lines, or to rear lot lines, than the minimum building setback lines required by the applicable zoning regulation and (in addition to such regulations) shown or otherwise specified on the Plat of any Section, or in any Supplemental Declaration recorded with respect to any Section, except that reasonable (as determined by Declarant) bay windows, chimneys, roof overhangs and steps may project into said areas, and open porches may project into said areas not more than six feet, if permitted by applicable law and as shall be acceptable to Declarant. Declarant may, from time to time, vary the established building setback lines, and/or grant variances therefrom, in its sole discretion, where not in conflict with applicable zoning regulations or other applicable law.

Section 3.5 Garages; Carports. All Lots shall have at least a **two-car garage**. The openings or doors for vehicular entrances to any garage located on a Lot shall include doors. No detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 3. 1. No carport shall be constructed on any Lot. There shall be no front entry garages..

Section 3.6 Landscaping; Driveways; Trees.

(a) Sod. After the construction of a residence, the Lot owner shall grade and sod the front yard and seed and straw and shall otherwise landscape all remaining portions of the Lot, in accordance with the provisions of this Declaration and the landscape plan for such Lot which has been approved pursuant to Article 3 hereof, and each Lot owner shall thereafter maintain (and replace, as necessary) all of the same in good health and in a neat, attractive and well-kept condition satisfactory to Declarant. Declarant reserves the right to require, in addition to the requirements of Section 3. 1 (b), that the owner of any Lot sod (i) all slopes and (ii) the entire Lot if the condition of the seeded areas is unsatisfactory to Declarant in its sole discretion.

(b) Driveway. Each Lot owner shall concrete, and thereafter maintain in good repair and condition, the driveway from the abutting street to the Lot within thirty (30) days after substantial completion of a residence on such Lot, as determined by Declarant; provided, however, that the driveway shall be constructed and maintained in good repair and condition by the Lot owner, regardless of whether located on the Lot or within a right-of-way and / or easement adjacent to the Lot. All driveways shall be on the side of the Lot as may be designated by Declarant for each Lot.

(c) Trees. No tree shall be removed from any Lot subsequent to the implementation of the approved initial lot-grading plan for such Lot without the prior written approval of Declarant in its sole discretion. No Lot owner shall cause or allow any placement or storage of any chemicals, solvents, material, construction machinery or temporary soil deposits within the drip line of any tree. The term "drip line" as used herein shall mean an imaginary perpendicular line that extends downward from the outermost tips of the tree branches to the ground. Except as permitted by Declarant in its sole discretion, no trenching shall be allowed within two thirds of the drip line of any tree having a trunk diameter of six inches or greater. Declarant reserves the right to establish,

from time to time, regulations or rules relating to the preservation and planting of trees. In addition to its other remedies hereunder, Declarant may require any Lot owner to immediately replace all damaged or improperly removed trees with a new tree of equal type and size. Tree Canopy Protection Areas (TCPAs) identified on this plan represent individual trees and/or portions of the site designated to meet the Tree Canopy requirements of Chapter 10 Part 1 of the Land Development Code and are to be permanently protected. All clearing, grading and fill activity in these areas must be in keeping with restrictions established at the time of plan approval. As trees within TCPAs are lost through natural causes, new trees shall be planted in order to maintain minimum tree canopy as specified on the approved development or preliminary subdivision plan. **Each Lot owner shall be required, as part of its Landscape Plan, to plant a tree designated by the Declarant (who shall define type and size) every 50 feet in the front yard of the lot between the sidewalk and street locations approved by Declarant.**

(d) **Default.** Upon a Lot owner's failure to comply with the provisions of this Section 3.6, Declarant may take or cause to be taken such action as may be necessary in Declarant's opinion to cause compliance therewith, without liability of Declarant, the Community Association or any of their respective successors, assigns, officers, employees, stockholders, directors, partners, agents, servants or contractors, or affiliated or related persons or entities to the Lot owner or others for trespass or for any other reason, and the Lot owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, including, without limitation, attorney fees, together with interest at the same rate prescribed or permitted pursuant to Section 2.6(b) hereof, and Declarant shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, which lien shall be of equal priority as the lien for assessments provided for in Article 4 of this Declaration.

Section 3.7 Mail and Paper Boxes. Any mailbox or paper holder (with uniform letters and number) must be approved by Declarant in writing in advance of installation. No other mailboxes or paper holders, whether temporary or otherwise, shall be permitted on any Lot.

Section 3.8 No Split-Level Homes. No Bi-level, Tri-level or other homes where the level of any portion of the ground floor varies from any other portion of the ground floor by more than 18 inches shall be permitted on any Lot.

Section 3.9 Maintenance of Roads and Curbs; Deposit. Any Builder performing construction services on the Property, and any Lot owner purchasing such services, shall be jointly and severally liable for any damage caused by either party, or any subcontractors, material suppliers or other parties claiming by, under, or through such parties, to any portion of the Property, including, without limitation, the Common Areas, curbs, roadways and signage. All Builders and Lot owners shall take such measures as are necessary to avoid the deposit of any mud or dirt on roads within the Subdivision. Lot owners or Builders may, at the discretion of Declarant, be required to place a security deposit with Declarant at the time of purchase of a lot to secure this obligation.

Section 3.10 Temporary Window Treatments. Any temporary window treatments, including, without limitation, sheets, canvas, plywood or other opaque or

security coverings, shall not be permitted to remain more than thirty (30) days except as may be permitted in writing by Declarant, in its sole discretion.

ARTICLE: 4 - COMMUNITY ASSOCIATION; ASSESSMENTS

Section 4.1 Community Association. The Declarant has created **SHAKES RUN COMMUNITY ASSOCIATION, INC.**, a Kentucky non-profit corporation (the "Community Association") and has filed articles of incorporation of same in the Office of the Secretary of State of Kentucky and in the corporation records in the Office of the Clerk of Jefferson County, Kentucky. Declarant shall, and hereby reserves the right to, assign certain of its rights hereunder to such Community Association, such assignment to be effective upon recording by Declarant of an assignment and notice of creation of the Community Association. Until such assignment and recordation, all rights of the Community Association as set forth in this Declaration shall run to the benefit of, and be exercised by, Declarant.

Section 4.2 Easements of Enjoyment.

(a) Common Area.

(i) Every lot owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the easements and other reservations set forth in this Declaration. Further, Declarant, and its successors and assigns, shall have a superior right and easement in gross for ingress, egress and access on and over, and use of, the Common Area for so long as Declarant, its successors or assigns, and/or Declarant, owns any Lot or any portion of the Subdivision. The term "Common Area" as used in this Declaration means and refers to all of the following, and all facilities and amenities thereon designated by Declarant and/or Declarant as a part of the "Common Area":

(1) All areas shown and designated on the Plat for any Section, or on any other subdivision plat for any portion of the Property filed by Declarant in the aforesaid Clerk's Office, as "Common Area," "common area" or "open space," or as otherwise subject to the control and/or jurisdiction of the Community Association;

(2) All areas encumbered by easements reserved in favor of the Community Association in this Declaration or on any Plat, in any Supplemental Declaration or otherwise on any other subdivision plat for, or an easement, leasehold or license in favor of the Community Association applicable to, any portion of the Property, or any other real property, filed by Declarant or with the express written consent of Declarant in the aforesaid Clerk's Office, subject to the terms thereof;

(3) All roads, streets and public rights-of-way on portions of the Property subject to this Declaration, and all other streets, roads and public rights-of-way within the Subdivision designated by Declarant or the Board, regardless of whether any of the same are dedicated to public use, and all street lights thereon, until such time as the same are accepted for maintenance by an applicable governmental authority to the satisfaction of Declarant and are relinquished by the Community Association;

(4) All areas designated in any Supplemental Declaration or on any Plat as a part of the "Common Area" or as "sidewalk and/or landscape" easements; and

(5) Such other areas of the Property subject to this Declaration, and facilities thereon, as Declarant shall designate from time to time as a part of the "Common Area."

(ii) Any entranceways, gate houses, signature entrances, and other similar structures, and attendant lighting fixtures and landscaping, to or within the Subdivision and/or the Property, and landscaped medians, although constructed and/or located in areas intended for or dedicated to public use, are also part of the Common Area subject to maintenance by the Community Association.

(iii) Declarant, and its successors and assigns, shall have the unfettered and unencumbered right to, from time to time, convey all or any portion of the Common Area, and any of the respective facilities and amenities located thereon, in the then existing condition thereof, to the Community Association, as may be determined by Declarant in its sole discretion, and which conveyances the Community Association shall be obligated and hereby agrees to accept. Any such portion or portions of the Common Area to be conveyed in fee shall be conveyed by quit claim deed from Declarant to the Community Association, and any such portion or portions of the Common Area so conveyed shall be quitclaimed free and clear of all liens except for the lien of ad valorem taxes not yet due and payable and for such liens as are contemplated by this Declaration, and subject to all other matters of record.

(b) **Reservations.** The rights and easements of enjoyment granted pursuant to Section 4.2(a) above, and the provisions of Article 2 above, are further subject to the following:

(i) The right of the Community Association to permit the construction and use of and to charge reasonable admission and other fees for the use of any recreational facilities and other amenities situated upon the Common Area and to adopt rules and regulations with regard to the use of the Common Area.

(ii) The right of the Community Association to borrow money for the purpose of improving the Common Area or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof a mortgage encumbering all or any part of the Common Area.

(iii) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities and other Common Area amenities by a Lot owner for any period during which a violation of this Declaration by such Lot owner or a resident of such Lot exists, during which any assessments or liens against the Lot owner's Lot or other sums due to the Community Association by such Lot owner remain unpaid, or during which any infraction of this Declaration and/or the rules and regulations of the Community Association occurs.

(iv) The right of the Community Association 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 Board, and to grant permits and licenses as well as easements for access, utilities, drainage, water

facilities and other matters, in, on, over, across or under the Common Area, as may be deemed necessary or useful by the Board. Declarant may dedicate access, utility, drainage, water facility, service and other easements, rights and licenses on or over the Common Area, and any recreational facilities and other amenities thereon, owned by the Community Association at Declarant's sole discretion for so long as Declarant, its successors or assigns, owns any Lot or any portion of the Subdivision.

(v) An easement in gross on and over the Common Area in favor of Declarant, its successors and assigns, for pedestrian access as shall be acceptable to Declarant in its sole discretion, and for temporary use and/or restriction, from time to time, of portions of the Common Area as shall be acceptable to Declarant in its sole discretion, including without limitation, for ingress, egress, access, parking along streets and roads and otherwise upon the Common Area;

(vi) Declarant shall be entitled to modify, restrict, and/or confine any of the foregoing rights and easements provided for in this Section 4.2(b), and/or to grant additional rights and easements on or over the Common Area in favor of Declarant, its successors and assigns.

(c) **Construction Mortgages.** Declarant may, from time to time, construct certain recreational facilities and/or amenities on portions of the Common Area owned or to be owned by the Community Association, and, in order to finance this construction and the development of the Subdivision in general, Declarant shall have the right to subject all or any portion of the Common Area and any improvements thereon to the lien of a mortgage on terms acceptable to Declarant in its sole discretion.

Section 4.3 Delegation of Use. Any Lot owner may delegate, in accordance with the Bylaws of the Community Association, his right of enjoyment to the Common Area, and facilities and amenities thereon, to the members of his family residing on the Lot or to (a) his tenant(s) actually occupying a residence on the Lot pursuant to a lease supplied to Declarant, and of which Declarant receives proper notice, pursuant to, and which otherwise complies with, Section 2.1 hereof, or (b) contract purchaser(s) who reside on the Lot, but membership in the Community Association cannot be shared with a tenant(s) or contract purchaser(s). Membership in the Community Association may not be conveyed separately from ownership of the Lot.

Section 4.4 Right of Entry. The officers, employees, agents and authorized representatives of Declarant, the Community Association and the Board shall be entitled to reasonable access to the individual Lots as may be required (a) in connection with the preservation of property on an individual Lot or in the event of an emergency or in connection with the maintenance, repairs or replacements within the Common Area or the remainder of the Subdivision, of any equipment, facilities or fixtures affecting or serving other Lots and/or the Common Area, or to make any alteration required by any governmental authority and (b) in connection with and related to the exercise and performance by Declarant, the Community Association or the Board of their respective rights and responsibilities pursuant to this Declaration, including, without limitation, the right of access to each Lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the use thereof to inspect the Lot for purpose of verifying conformance with this Declaration, whether in connection with the construction of improvements thereon in accordance with Article 3 of this Declaration or otherwise.

Section 4.5 Assessments: Lien and Personal Obligation.

(a) **Payment.** Each Lot owner, except Declarant, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, covenants and agrees to observe and conform to, and to cause the residents of the Lot to observe and conform to, the provisions of this Declaration, and such Lot owner further covenants and agrees, and incurs an obligation, to pay to the Community Association, except as otherwise provided in this Declaration, (i) annual assessments or charges ("Annual Assessments"), and (ii) special assessments for capital improvements ("Special Assessments"), such assessments to be established and collected as provided in this Article 4. At the sole discretion and direction of Declarant or the Board, however, the Community Association may elect, from time to time, not to levy any assessment against one or more specific Lots conveyed to certain Builders (other than assessments with respect to such Builder's residence or sales office) until the first anniversary of such conveyance or the conveyance of the Lot by the Builder, whichever first occurs, or until such times as Declarant or the Board may elect.

(b) **Charge and Lien.** The Annual Assessments and Special Assessments, together with interest at the same rate prescribed or permitted under Section 2.6(b) hereof, or such other rate of interest as shall, from time to time, be determined by the Board not in excess of the maximum rate permitted by applicable law, and costs of collection and reasonable attorneys' fees (with such interest thereon), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with reasonable attorneys' fees, costs and such interest, shall also be the personal obligation of the person or entity which was the Lot owner of such Lot at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass jointly and severally on to such Lot owner's successor in title, regardless of whether expressly assumed by such successor, and such delinquent assessments shall remain a charge on and continuing lien against the Lot, which may be foreclosed by the Declarant or the Community Association in the manner prescribed by law.

Section 4.6 Purpose of Assessments.

(a) **Use.** The assessments levied by the Community Association shall be used as provided in this Declaration and otherwise to promote the recreation, health, safety and welfare of the residents and Lot owners in the Subdivision, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, and for the improvement, maintenance, use and enjoyment of the Common Area including, but not limited to, the cost of repairs, replacements and additions, the cost of utilities, labor, equipment, materials, management and supervision and other services, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Articles and/or Bylaws of the Community Association, the employment of attorneys to represent the Community Association when necessary and such other needs as may arise, and for the improvement and maintenance of the Common Area. The Community Association shall maintain, operate and repair, unless such obligations are assumed to the satisfaction of the Declarant by any municipal or governmental authority or agency

having jurisdiction thereof and are relinquished by the Community Association, the Common Area including all open spaces, landscaping, entranceways, streets, roadways, crosswalks, medians, storm drains, basins, lakes, recreational areas and facilities and amenities therein, if any;

(b) Administration. Until assignment of its rights hereunder to the Community Association, Declarant or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes permitted in this Declaration and/or the Articles and Bylaws of the Community Association.

Section 4.7 Initial Annual Assessment.

(a) Initial. For the calendar year 2007, the initial Annual Assessment shall be set at a rate of **\$480.00 per year- per Lot**, and shall be thereafter increased or reduced for each year as shall be determined by the Board. Four Hundred and Eighty Dollars (\$480.00) shall be due and payable upon the purchase of each Lot and shall be applied to the assessments due from such Lot owner.

(b) Payment. The Board may fix the amount of the Annual Assessment from time to time as provided above and shall determine when the Annual Assessments shall be paid.

Section 4.8 Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Community Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including personal property related thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Bylaws of the Community Association.

Section 4.9 Uniform Rate of Assessment. Subject to Section 4.5 hereof, both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, except (a) Lots located within an "Estate Section," if any, which may be assessed at a higher or lower rate than other Lots in the Subdivision, as provided on the Plat for such Section or in any Supplemental Declaration recorded with respect to such Section, and (b) Lots owned by Declarant or any of its affiliated persons or entities as determined by Declarant which shall be exempt from all such assessments. The Board and/or Declarant may at its respective discretion waive any assessment in whole or in part for any year or part of a year for any Lot not occupied as a residence.

Section 4.10 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments shall begin as to any Lot at the time the Lot is initially conveyed by Declarant to a person or entity other than any of Declarant's affiliated persons or entities as determined by Declarant, unless otherwise provided in the deed for such Lot. The first Annual Assessment for a Lot shall be adjusted according to the number of months remaining in the assessment year when the Lot is so first conveyed.

Section 4.11 Elect of Nonpayment of Assessments. Remedies of the Community Association. Any Annual Assessment or Special Assessment not paid by the due date shall bear interest from the due date at the same rate prescribed or permitted by Section 2.6(b) hereof. The Community Association may bring an action against the Lot owner(s) and/or persons personally obligated to pay such assessment, and/or may foreclose the lien against the Lot, and such interest, and costs and reasonable

attorneys' fees of such action and/or foreclosure shall be added to the amount of such assessments. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot, or by claim of set-off.

Section 4.12 Subordination of the Lien to First Mortgage. Annual Assessments and Special Assessments shall constitute a charge upon each Lot, and the lien of such assessments shall be subordinate to the lien of any first mortgage encumbering a Lot in favor of a bona fide institutional lender, which mortgage encumbered the Lot prior to the due dates of any such assessments. Sale or transfer of any Lot shall not affect the assessment lien or other liens provided for in this Declaration.

Section 4.13 Membership, Power- of Attorney in Declarant. Declarant and every Lot owner of a Lot which is subject to an assessment shall be a member of the Community Association, as provided herein and in the Articles and Bylaws of the Community Association. Each such Lot owner and member shall abide by the Community Association's Articles of Incorporation recorded in the corporation records in the Office of the Clerk of Jefferson County, Kentucky ("Articles") and Bylaws, rules and regulations (as amended from time to time), shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Board. Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 4.14 Exempt Property. In addition to that property exempted above, the following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) all easements or other interests therein dedicated and accepted by an applicable governmental authority or agency and devoted to public use; and
- (b) all of the Common Area.

Section 4.15 Lot Owner's Negligence. In the event that the need for maintenance, repair, or replacement of any property owned by Declarant, the Common Area, or any portion thereof is caused through or by the negligent or willful act or omission of any Lot owner, or by any member of a Lot owner's family, or by a Lot owner's tenants, guests, contractors, subcontractors, agents, or invitees, then same shall be a personal obligation of such Lot owner; and, if not repaid to the Declarant or Community Association, as the case may be, within thirty (30) days after the Declarant or Community Association gives notice to the Lot owner of the total amount or amounts due from time to time, then the sums due shall become a charge upon and lien against the Lot owner's Lot of equal priority to the lien for assessments provided for in this Article 4, and may be enforced in accordance with applicable law.

Section 4.16. Recorded Easements. The Common Area, and all portions thereof, shall be subject to any easements shown on any recorded Plat affecting the Common Area, or any portion thereof, and to any other easements of record, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

Section 4.17 Dedication. No common areas, open space, private roadways or islands in the right-of-way shall be dedicated to an unit of local government without the acceptance of the unit of local governmental involved and the approval of the Louisville Metro County Planning Commission. Anything to the contrary herein notwithstanding, the Community Association and the Lot owners shall be responsible for the maintenance of all open space, private roads (if applicable) and Common Areas, so long as the Property is used as a residential subdivision or until properly dedicated to a unit of local government. The Community Association cannot amend this Section 4.17 without approval from the Louisville Metro Planning Commission.

ARTICLE 5 - NO WARRANTIES

Section 5.1. "AS IS" Sales. All Lots within the Property are sold by Declarant in their "AS IS," "WHERE IS" condition. No warranty is made by Declarant of any kind, including, without limitation, any warranty regarding the market value of any Lot within the Subdivision or of any use of the Lot for any purpose. All Lots shall be offered and sold for future use in building a home and not as a business investment.

Section 5.2 Utilities. As of the recording of the Plat, certain of the utilities, including permanent electricity, water and sanitary sewer service may not be available.

ARTICLE 6 - SPECIAL PROVISIONS

Section 6.1 Shakes Run Recreation Association. Declarant and every owner of a lot in this Subdivision and which is subject to assessment shall be a member of a recreation association called the Shakes Run Recreation Association, Inc. ("Recreation Association"). Said owner and member shall abide by said Recreation Association's Articles of Incorporation, Bylaws and Rules and Regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Recreation Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Recreation Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Recreation Association shall have two classes of voting membership as follows:

(a) Class A. Class A members shall be all owners of lots with the exception of Declarant and the declarant(s) or developer(s), as referred to in separate declarations, of the different residential subdivisions in the larger Shakes Run development.

(b) Class B. The Class B member shall include Declarant and the declarant(s) or developer(s), as referred to in separate declarations, of the different residential subdivisions in the larger Shakes Run development. The Class B membership of Declarant shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.

(c) Each member shall have one vote with respect to each lot owned by such member, but Class A membership shall not be entitled to exercise any vote until the earlier of

(i) when, in their discretion, all of the declarant/developer members so determine;

(ii) within 180 days following the date when percent (100%) of the lots which may be developed on the Property and in other residential subdivisions in the larger Shakes Run development have been sold by Declarant and the declarant(s) or developer(s) of the different residential subdivisions in the larger Shakes Run development; or

(iii) January 1, 2020.

The Recreation Association is separately created for the purpose of maintaining, operating and keeping in good repair the recreational facilities (clubhouse, swimming pool, etc.) that are or will be constructed on property located in a certain section of the overall Shakes Run development for the benefit of the owners of lots in several residential subdivisions of the overall Shakes Run development, including owners of lots in this Subdivision. The Recreation Association shall have all of the rights and obligations as further set forth in the Articles of Incorporation of the Recreation Association, especially with respect to the clubhouse, pool (if any) and other recreation facilities but also as respects signature entrance walls and related facilities for the benefit of the overall Shakes Run development, the location of which may be located elsewhere in the overall Shakes Run development on property either owned by the Recreation Association or on property to which the Recreation Association has been granted certain easement rights.

Each lot owner, except Declarant and the Recreation Association, by acceptance of a deed for a lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Recreation Association (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article. The Declarant and declarants/developers of other subdivisions within the larger Shakes Run development shall be responsible for the maintenance costs of the Recreation Association incurred over and above assessed amounts payable to the Recreation Association by the lot owners, until Class B membership is converted to Class A membership pursuant to this Article. When Class B membership in the Recreation Association is converted to Class A membership, Declarant shall pay assessments to the Recreation Association for each lot Declarant owns in the same manner and amount as every other lot owner pays assessments. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

The assessments levied by the Recreation Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Recreation Association and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including, but not limited to, signature entrance walls and the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against Recreation Association properties, the procurement and maintenance of insurance in accordance with the applicable Bylaws, the employment of attorneys, accountants and other professionals to represent the Recreation Association when necessary.

Until Class B membership ceases and is converted to Class A membership pursuant to this Article, the Recreation Association, and the assessments and receipts therefrom (which may only be used for permitted purposes) shall be administered by a Board of Directors comprised only of the Declarant and the declarants and developers of other residential subdivisions within the larger Shakes Run development. .

Until January 1, 2010, the initial annual assessment shall be set at a rate not to exceed \$175.00 per year for membership in the Recreation Association. From and after January 1, 2010, the maximum annual assessments may not be increased each year by more than twenty-five percent (25%) of the maximum annual assessments for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the respective Bylaws.

The Board of Directors of the Recreation Association may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

In addition to the annual assessments authorized above, the Recreation Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Recreation Association property, including signature entrance walls, fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Recreation Association in accordance with the Bylaws.

Both the annual and special assessments shall be fixed at uniform rates for all lots, except those owned by Declarant during the period when Class B membership exists in the Recreation Association, as provided in this Article. The Board of Directors of the Recreation Association may, at its discretion, waive an assessment for any year or part of a year for any lot not occupied as a residence.

The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, said annual assessment to be prorated for the number of months remaining in the year of closing. The Board of Directors of the Recreation Association shall determine the dates when assessments are due.

Any assessment not paid by the due date shall be subject to a late charge of ten (10) percent of the amount due for each month a payment is late or as otherwise determined by the Board of Directors of the Recreation Association. The Recreation Association may bring an action at law against the owner personally obligated to pay an assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of Recreation Association property or abandonment of such owner's lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first or second mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, and such sale or transfer shall not relieve a lot owner from liability for any assessments thereafter becoming due or relieve such owner of lot from the lien for any assessments thereafter becoming due.

Section 6.2 Maintenance of Trees along Property Lines. Trees located along the common property lines shall be maintained by the Lot Owner along whose lot such trees are located, except when said common property lines adjoin the Clubhouse and Pool in which case the trees shall be maintained by the Community Association.

Section 6.2 Entry Signage. Entry signage to the Subdivision shall be as located on the Plat and shall be maintained by the Community Association. No other signage, except as otherwise permitted in this Declaration, shall be allowed.

Section 6.3 Street Lights. Street lights as located throughout the Subdivision shall be of a "gas" coach lamp variety.

Section 6.4 Speed Control Devices. Declarant may install and the Community Association shall maintain speed humps or other pavement devices along the main Subdivision entrance road, as same may be permitted by law.

Section 6.5 Corner Lots. Houses constructed on corner lots, unless otherwise approved by the Declarant, shall be angled at 45%.

Section 6.6 Construction Period Trash Removal. During such time as a residence is under construction the Builder or lot owner shall continuously maintain a dumpster on the lot of purposes of maintaining control of debris and trash created onsite. Regular removal of debris shall take place throughout the construction period.

Section 6.7 Restriction on Sale of Lot. Each lot within the Subdivision has been sold to a Lot owner with the specific understanding that a single

family residential home is to be constructed on the Lot within the time period set forth in Section 3(a)(iv) hereof. Accordingly, no Lot owner shall sell a Lot until such time as a house has been constructed or a contract to construct a house on said Lot has been entered into which necessarily includes the Lot..

Section 6.8 Mosquito Abatement program. In accordance with the approval of Docket No. 10-38-05 by the Louisville Metro Planning Commission and conditions of approval No. 19 imposed upon the approval of the subdivision, the Community Association shall, following release of the drainage bond, implement and maintain mosquito abatement techniques within the storm water detention and common areas of the subdivision. Accumulations of water in which mosquito larvae breed or have the potential to breed are required to be treated with mosquito larvicide approved by the Louisville Metro Health Department. Larvicides shall be administered in accordance with product labeling. The Community Association shall implement and maintain on an annual basis such measures as recommended by the Louisville Metro Health Department for the health and safety of its residents.

Section 6.9 Outer Buffer Zone. The Shakes Run Subdivision development plan provides for an "Outer Buffer Zone". In accordance with the approval of Docket No. 10-38-05 by the Louisville Metro Planning Commission and conditions of approval No. 14 imposed upon the approval of the subdivision, no permanent structures or impervious surface coverages of greater than 100 square feet are allowed in this zone as required in 4.8.6 of the Land Development Code.

Section 6.10 Existing underground LG&E gas transmission line. Prior to seeking construction plan approval for lots 37 to 42, in Section 1, the Developer, builder, owner shall have representatives of LG&E field locate an existing underground gas transmission line. The lot owner shall grant LG&E an easement for the underground transmission line and work with LG&E to insure protection of the line or relocation, during site (lot) construction. Additional building setbacks will be provided to these lots in accordance with Chapter 5.3.1, C-4 of the Metro Land Development Code.

Section 6.11 Cemetary. There is a private cemetary located in Section 1. of Shakes Run Subdivision. It shall be the duty and responsibility of the developer and/or Community Association to maintain the cemetary as a private cemetary so long as it shall exist as a private cemetary.

Section 6.12 Adjoining Property Agricultural Use. That property adjoining the Shakes Run Subdivision identified as the "Heidi Sanner Property" as shown on Exhibit A attached hereto and made a part hereof, has been identified as having certain agricultural uses (bee keeping, and fowl raising) that may be objectionable to prospective buyers of lots within the Shakes Run development that abut said adjoining property. Lot owners are hereby put on notice of the existence and proximity of such use on said adjoining property. Prior to the sale of the lots that abut the "Heidi Sanner Property", Developer shall provide written notice to the prospective purchaser of such lots by providing them with a copy of these Declarations and a separate letter defining the use of the adjoining property.

ARTICLE 7-GENERAL PROVISIONS

Section 7.1 Enforcement.

(a) **Parties.** Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Declarant and/or the Community Association, or, in the absence of any such action, by any Lot owner (although Declarant and/or the Community Association shall at all times have the superior right to bring and/or assume and control the course of, as applicable, any such proceeding) against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Lot owner, Declarant or the Community Association to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such Lot owner, Declarant and/or the Community Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by Declarant or the community Association in connection with any such action, and all costs and expenses incurred by Declarant or the Community Association in connection therewith, shall constitute a lien upon the Lot, of equal priority to the lien for assessments provided for in Article 4, and any award of damages received by any Lot owner in connection with any such action shall accrue to the sole benefit of the Community Association.

(b) **Liens.** All liens created and/or imposed against any Lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Kentucky Law, including the judicial foreclosure thereof and sale of Lot encumbered thereby, with the Lot owner and any other persons responsible therefor remaining liable for any deficiency.

(c) **Owner Liability.** Each Lot owner (other than Declarant) shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sub lessee and assignee of such Lot owner.

(d) **Waivers.** Declarant reserves the right to waive any obligation or violation of any Lot owner under the terms of this Declaration upon Declarant's determination, in its sole and absolute discretion provided that such waiver shall be express and in writing. Failure of any party to demand or insist upon observance of any of these restrictions or covenants, or to proceed for a restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 7.2 Severability. Invalidation of any provision of this Declaration by judgment or court order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and such provision so invalidated shall remain in full force and effect in all permitted contexts.

Section 7.3 Declaration Runs With The Land.

(a) **Term; Amendment.** Unless cancelled, altered or amended under the provisions of this Section 7.3, the provisions of this Declaration shall run with the

land and shall be binding on the Lots, the owners of each Lot and all parties claiming under them, for a period of fifty (50) years from the date this Declaration is recorded. After such fifty (50) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the Lot owners of the Lots subject to this Declaration has been recorded in the aforesaid Clerk's Office, agreeing to change this Declaration in whole or in part and the terms hereof, provided, however, that if Declarant, its designated successors or assigns then owns any Lot or any portion of the Subdivision, or if any portion of the Subdivision remains unplatted as a Section, this Declaration may not be so changed in whole or in part without the prior written consent of Declarant in its sole discretion. From the date of this Declaration and for so long hereafter as Declarant, its designated successors or assigns owns any Lot or any portion of the Property (i) this Declaration may hereafter be unilaterally amended by Declarant to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, and (ii) Declarant may otherwise unilaterally amend this Declaration as Declarant may elect in its sole discretion, provided, that any such amendment under this subpart (ii) shall not materially adversely affect the then existing private single-family residential nature of the developed Sections of the Subdivision. At such time as neither Declarant nor its designated successors or assigns owns any Lot or any portion of the Subdivision, or upon such earlier date as Declarant may elect in its sole discretion by written notice given to the Board, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the Lots subject to this Declaration.

(b) Easements and Rights Unaffected. Notwithstanding any other provision of this Declaration, no cancellation, alteration or amendment of this Declaration shall in any event (i) affect or impair the rights, privileges or easements granted pursuant to this Declaration in favor of Declarant, its successors and assigns, the utilities mentioned, (e.g., LG&E, MSD and Bell) or any other person or entity other than the Lot owners, without express written consent of the foregoing entities and such other persons and entities benefited thereby, or (ii) change the method of assessment or the obligations or duties of the Community Association without the prior written consent of Declarant in its sole discretion.

(c) Assignment of Rights and Grant of Proxy. Until the Declarant or its successors or assigns, as the developer of the Subdivision, no longer owns any Lots or Sections of the Subdivision, and for so long as any portion of the Property remains unplatted as Sections by Declarant, or until Declarant shall otherwise declare, each Lot owner, by the acceptance for a deed for such Lot, does automatically and irrevocable appoint the Declarant as the attorney-in-fact and proxy for such Lot owner, in the name and stead of such Lot owner, (i) to act for such Lot owner in executing any document or taking any action to amend this Declaration and/or the Articles or Bylaws of the Community Association, as applicable, and (ii) otherwise to exclusively exercise all rights of such Lot owner to vote as a member of the Community Association on all matters coming before the members of the Community Association, and to cast such vote

as Declarant sees fit in its sole discretion. All actions so taken by the Declarant as such attorney-in-fact and proxy shall be fully binding upon the Lot owner as if taken by the Lot owner in its, his or her own name without acting through an attorney-in-fact and proxy. Such irrevocable appointment of Declarant as attorney-in-fact and proxy for each such Lot owner is a power coupled with an interest.

Section 7.4. Non-Liability of the Directors and Officers. Neither Declarant, its directors or officers, nor the directors or officers of the Community Association, shall be personally liable to any of the Lot owners for any mistake of judgment or fact 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 of competent jurisdiction to constitute gross negligence or actual fraud. The Lot owner shall indemnify and hold harmless each of the directors and officers of the Community Association and their respective, heirs, executors, administrators, personal representatives, successors and assigns, for acts or omissions of any nature whatsoever while acting in their official capacity and otherwise in accordance with the Articles and/or Bylaws of the Community Association.

Section 7.5. Binding Determination. In the event of any dispute or disagreement with or between any Lot owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration or the Articles or Bylaws of the Community Association, the determination thereof (a) by Declarant for so long as Declarant or any of its affiliated persons or entities owns any Lot or any portion of the Subdivision, and (b) thereafter by the Board shall be final and binding on each and all such Lot owners.

Section 7.6 Community Association Easements. Declarant hereby grants and conveys to the Community Association an easement in, on, under, over, above, across and through the entirety of the Property for the use and benefit of the Community Association in order to permit the Community Association in or upon such portions of the Property as are reasonably necessary to discharge the rights and obligations of the Community Association enumerated in this Declaration, which shall be exercised only to the extent reasonably necessary and appropriate to discharge those obligations.

Section 7.7 Incorporation by Reference on Resale. Upon the sale or other transfer of any Lot, any deed purporting to effect such transfer shall contain an provision incorporating by reference the covenants, conditions, restrictions, charges, liens, assessments and other provisions set forth in this Declaration; provided, however, that the failure of any such deed to contain such provision shall not be deemed to release the Lot conveyed thereby from the effect of this Declaration.

Section 7.8 Notices. Upon purchase of any Lot, the purchaser thereof shall notify Declarant and the Community Association in writing, sent to the address of Declaration set forth above (or to such other address or to such other entity as shall be designated by Declarant and/or the Community Association, whether by notice to Lot owners or by the filing of a statement and/or declaration in the aforesaid Clerk's office), of such purchase and shall set forth in writing the then existing address of such purchaser and the Lot purchased. Any notice required to be sent to any Lot owner pursuant to the provisions of this Declaration shall be deemed to have been properly given upon personal delivery, or when mailed, by ordinary mail, post-paid, to the last known address of the person or entity which appears as the Lot owner on the records of Declarant or of the

Community Association at the time of such mailing, or as specified on the deed of the Lot to such Lot owner.

Section 7.9 Exhibits. All exhibits attached to this Declaration and referred to herein as designated Exhibits are hereby incorporated herein above the signature lines hereof.

Section 7.10 Captions and Headlines. All captions and headings used in, and the title page and table of contents of, this Declaration are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

Section 7.11. Additional Rights of Declarant. Notwithstanding any provisions contained in this Declaration to the contrary, so long as Declarant or any of its affiliated persons or entities owns any Lots or other portions of the Subdivision, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and facilities thereon, such activities, as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of Sections and Lots within the Subdivision, including, without limitation, business offices, signs and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such activities shall include specifically the right to use any facility which may be owned by the Community Association or otherwise be located on the SHAKES RUN Common Area for such Purposes. Further, no person or entity shall be entitled to use the words "SHAKES RUN", "SHAKES RUN Subdivision", "SHAKES RUN Community Association," "SHAKES RUN Development," or any derivative of any of the foregoing, or logos used in connection therewith, in any printed, radio or television advertisements or programming, or other promotional materials, without prior written consent of Declarant and its sole discretion; provided, however, that the Lot owners may use the terms "SHAKES RUN ", "SHAKES RUN Subdivision" and the like in printed or promotional matter where such term is used solely to specify that that particular Lot is located within the Subdivision.

Section 7.12 Reservation of Easement. Declarant hereby reserves, grants and conveys unto itself, its successors and assigns, a perpetual easement five (5) feet in width within and along the boundaries of each Lot plus rights of ingress and egress and access on and over each Lot to such easement, for utility services, access, drainage, construction, grading and fill, and any other use as Declarant shall determine in its reasonable discretion, which easement is reserved granted and conveyed for the benefit of Declarant, its successors and assigns, and of any Lot or other portion of the Subdivision, and other persons or entities, selected by Declarant in its sole discretion; provided that sidewalks, driveways and other structures approved pursuant to Article 3 above, and utilities to serve such Lot, shall be permitted to cross such easement.

Section 7.13. Declarant's Rights to Complete Development. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development, construction, promotion, marketing, sale and leasing of Lots developed from the Subdivision and other portions of the Subdivision; to construct or alter improvements on any real property owned by Declarant or any of its affiliated persons or entities as determined by Declarant, within the boundaries of the Subdivision; to maintain model homes, offices for construction, sales or leasing, purposes or similar facilities on

any property owned by Declarant or owned by the Community Association within the boundaries of the Subdivision; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Subdivision. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approval for any matters whatsoever, including, without limitation, to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any improvements to any portion of the Common Area or any property owned by Declarant; or (b) use any structure on any portion of the Common Area or any property owned by Declarant as a construction, model home or real estate sales or leasing office. Nothing in this Section 7.13 shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration, and Declarant and any successor or assign of Declarant acting in the same capacity as developer of the Subdivision shall be generally exempt from the application of the covenants, conditions and restrictions imposed by this Declaration except as it may from time to time elect in writing in its sole discretion.

Section 7.14 Declarant's Approval of Conveyances of Changes in Uses of Common Area. The Community Association shall not, without first obtaining the prior written consent of Declarant, convey, mortgage, change or alter the use of the Common Area.

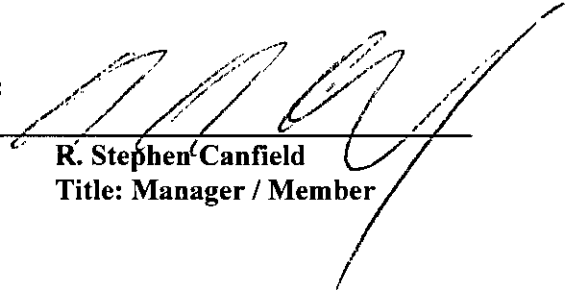
Section 7.15 Reservation of Additional Easements, Exceptions, and Exclusions. Declarant reserves to itself and hereby grants to the Community Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of the Subdivision and the Property for the best interests of Lot owners and the Community Association, in order to serve the Lot owners within the Subdivision as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exception, and exclusions convenient or necessary for the use and operation of any other property of the Declarant, as long as it does not unduly hamper the enjoyment of the Lots by the Lot owners.

Section 7.16 Drainage Easement. An easement is hereby reserved to the Declarant and granted to the Community Association and their respective of officers, agents employees, successors, and assigns to enter upon, across, over, in, and under all Lots and any portion of the Common Area for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Common Area so as to improve the drainage of water on the Common Area. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Lot owners of their Lots, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a useable condition as soon as reasonably possible following such work.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration of Covenants, Conditions and Restrictions as of the day, month and year first above written.

TERRA ACQUISITIONS, LLC
a Kentucky limited liability company

By:



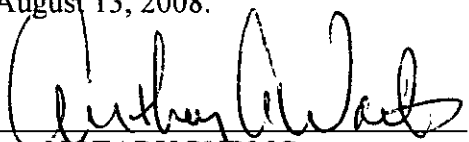
A handwritten signature in black ink, appearing to read 'R. Stephen Canfield', is written over a horizontal line. The signature is stylized and extends to the right of the line.

R. Stephen Canfield
Title: Manager / Member

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 16th day of June, 2008, R. Stephen Canfield, managing member of TERRA ACQUISITIONS, LLC appeared before me and before me acknowledged that he executed and delivered the foregoing instruments as his free and voluntary act and deed and as the free and voluntary act and deed of TERRA ACQUISITIONS, LLC .

My Commission expires: August 13, 2008.



NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

CONSENT OF MORTGAGEE

Fifth Third bank of Michigan Banking Corporation whose address is 401 South 4th Ave., Louisville, Kentucky 40202, joins herein as Mortgagee of the Subdivision to acknowledge and consent to the foregoing Declaration this 18th day of June, 2008.

LENDER:

Fifth Third bank of Michigan Banking Corporation (a corporation)

By: Tammy Leachman
Tammy Leachman, Vice President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this ___th day of June, 2008, Tammy Leachman of Fifth Third bank of Michigan Banking Corporation appeared before me and before me, sworn and acknowledged that he executed and delivered the foregoing consent as his free and voluntary act and deed and as the duly authorized act and deed of Branch Banking and Trust.

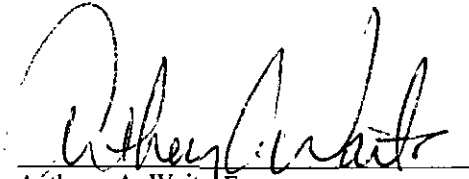
My Commission expires: July 12, 2008

Maria Noland
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY



MARIA NOLAND
Notary Public, Kentucky
State At Large
My Commission Expires
July 12, 2008

00 09244PG0761



Anthony A. Waits, Esq.
11800 Brinley Avenue
Louisville, Kentucky 40243
(502) 245-9499

EXHIBIT A

REFERENCE PROVISION 6.12

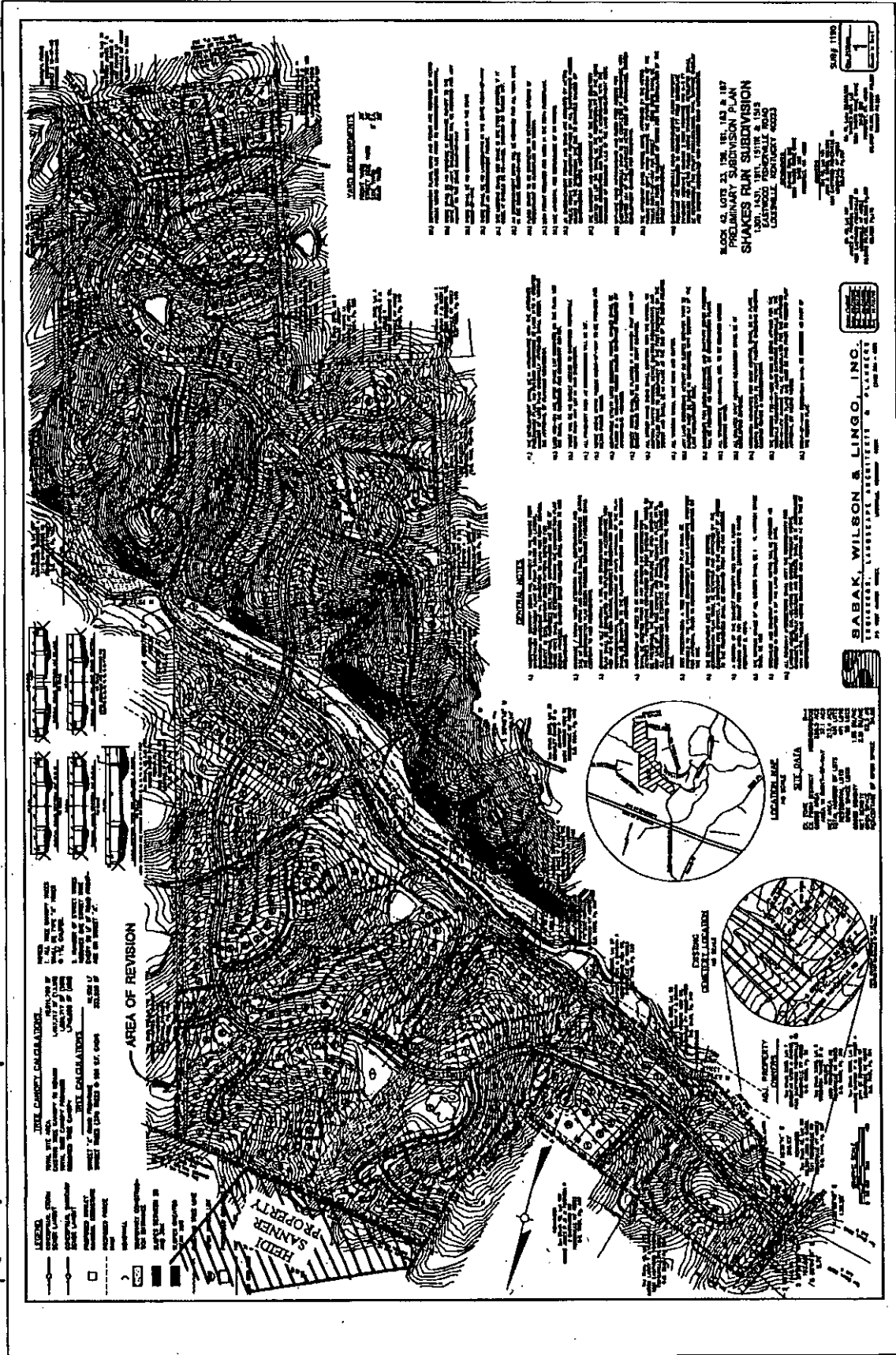
See attached

Recorded in Flat Book
No. 52 Page 100
Part No. _____

Recorded in Flat Book
No. 53 Page 1
Part No. _____

Document No.: DN2000009284
Lodged By: SHAKES:RUN
Recorded On: 06/19/2008 03:05:29
Total Fees: 136.00
Transfer tax: .00
County Clerk: BOBBIE HULSCAW-JEFF CO KY
Deputy Clerk: CARUAR

EXHIBIT A



END OF DOCUMENT