

**NOTES:**

- 1) THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION.
- 2) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3) ALL WALLS, CORNERPOSTS, ETC., ARE TO BE CONSTRUCTED ACCORDING TO THE STANDARD PRACTICES OF THE TRADE.
- 4) ALL NECESSARY EASEMENTS AND RIGHTS OF WAY ARE SHOWN AND MUST BE MAINTAINED.
- 5) ALL UTILITIES ARE TO BE DEEPER THAN THE MINIMUM REQUIREMENTS.
- 6) ALL OPEN SPACES ARE TO BE MAINTAINED AS SUCH.

**RECORDING DATA:**

RECORDED IN PLAN BOOK  
 1 - 18437  
 2 - 18438  
 3 - 18439  
 4 - 18440  
 5 - 18441  
 6 - 18442  
 7 - 18443  
 8 - 18444  
 9 - 18445  
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 56 - 18492  
 57 - 18493  
 58 - 18494  
 59 - 18495  
 60 - 18496

**RECREATION AREA (B)**

**RECREATION AREA (C)**

**RECREATION AREA (D)**

**HEVY INC.**  
 D.B. 2837 Pp. 881

**HAROLD E. KENDRICK**  
 O.B. 3976 Pp. 270

**SECTION 2**

**GLENMARY FFM**

9420 BURNETT WAY, LOUISVILLE, KY 40220

**JAMES - WENSTEAD & ASSOC.**  
 3595 DULCHURRA LANE, LOUISVILLE, KY 40205

SCALE: 1" = 20'

DATE: JAN 31, 1980

Sheet No. 10-24-68

18437 X 69 180

**LOCATION MAP**

Map showing the project location relative to surrounding streets and landmarks.

**RECREATION AREA (B)**

Map showing the layout of Recreation Area B.

**RECREATION AREA (C)**

Map showing the layout of Recreation Area C.

**RECREATION AREA (D)**

Map showing the layout of Recreation Area D.

**HEVY INC.**  
 D.B. 2837 Pp. 881

**RECREATION AREA (B)**

**RECREATION AREA (C)**

**RECREATION AREA (D)**

**RECREATION AREA (B)**

**RECREATION AREA (C)**

**RECREATION AREA (D)**

**RECREATION AREA (D)**

**RECREATION AREA (B)**

**RECREATION AREA (C)**

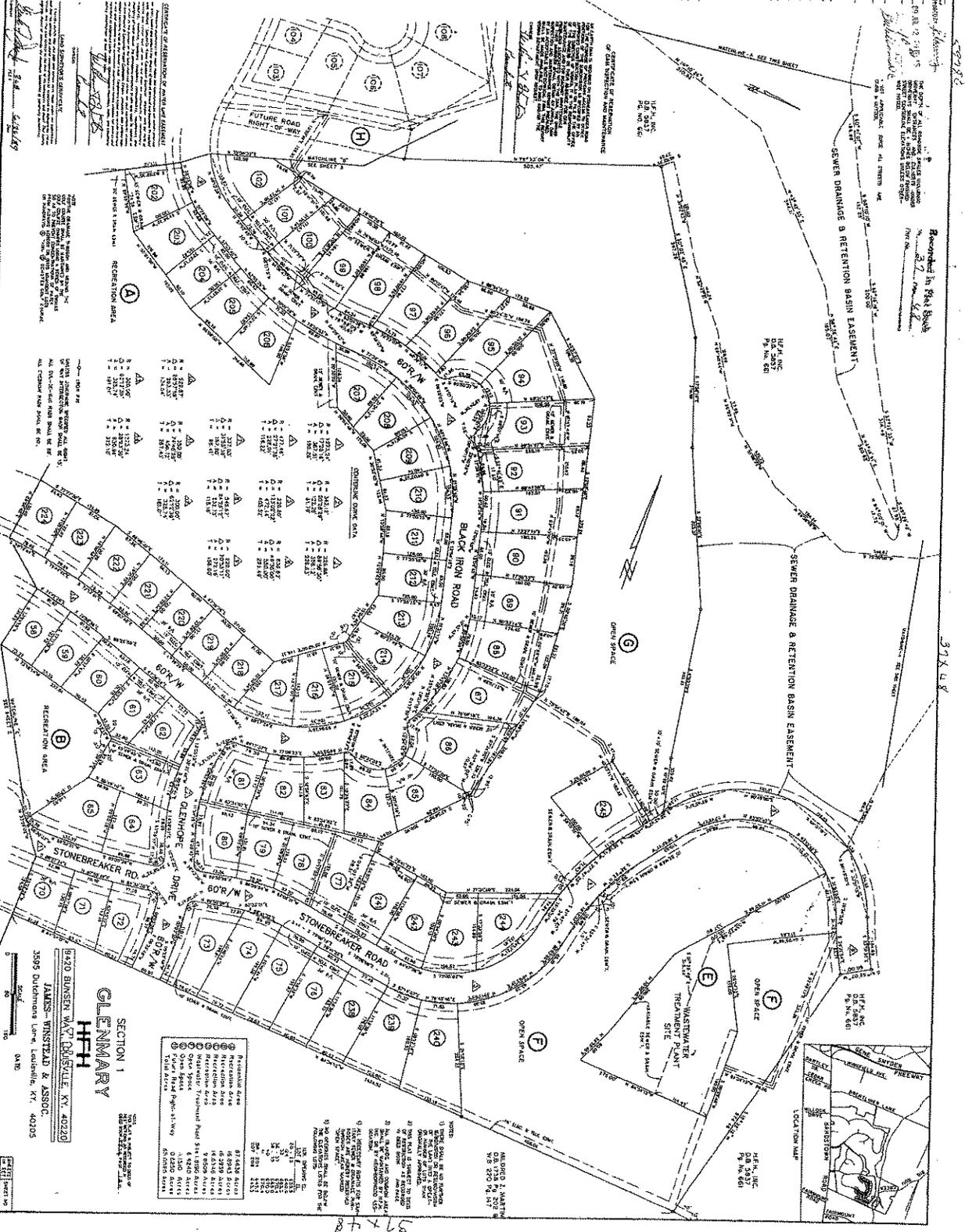
**RECREATION AREA (D)**

**RECREATION AREA (D)**

18437 X 69 180



CONTRACT NO. 2000-000000-0000  
 PROJECT NO. 2000-000000-0000  
 DATE: 10/15/00  
 SHEET NO. 3 OF 3  
 PREPARED BY: JAMES WINSTEAD & ASSOC.  
 CHECKED BY: JAMES WINSTEAD  
 APPROVED BY: JAMES WINSTEAD  
 TITLE: SECTION 1 GLENMARY HFH



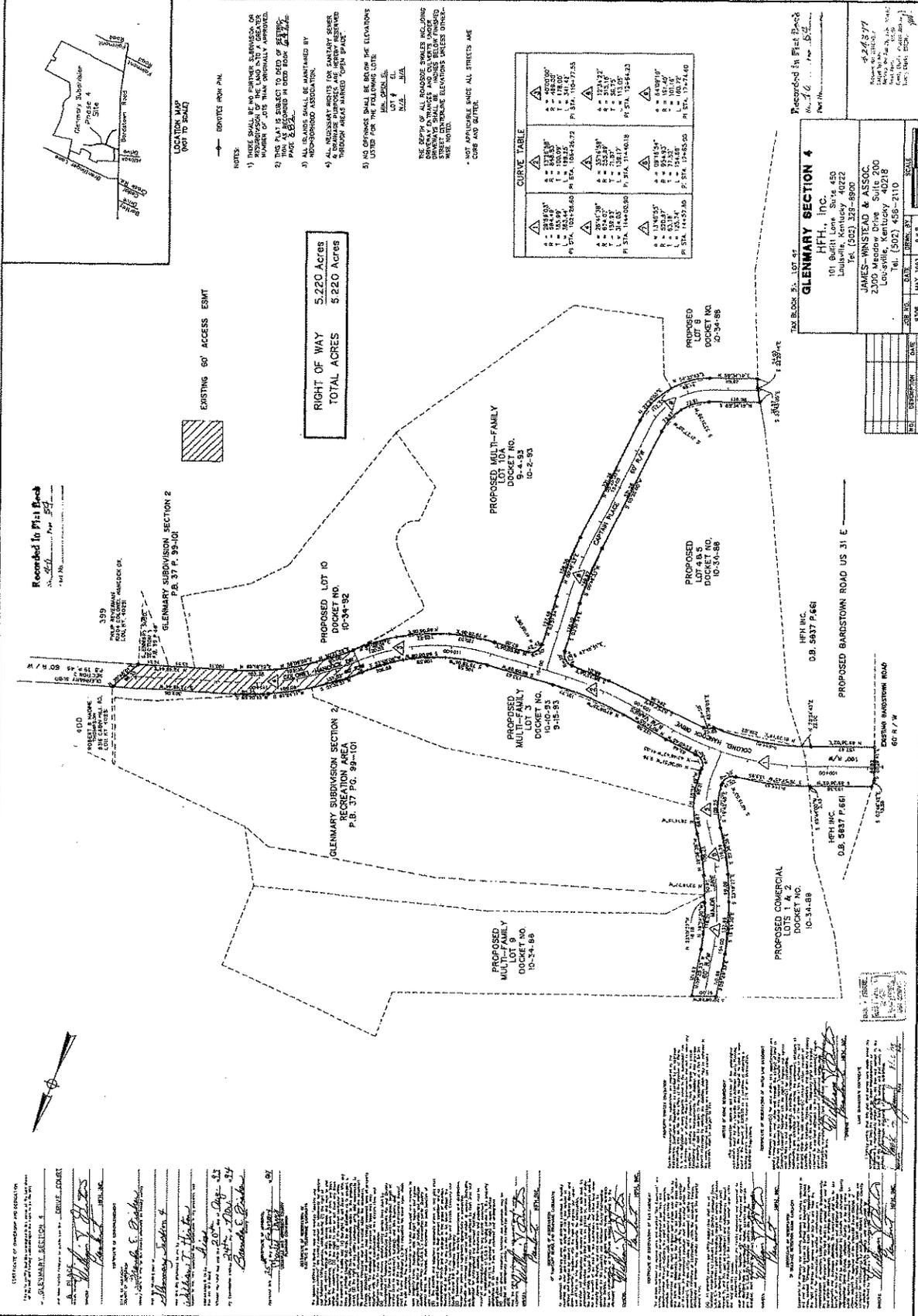
37X48  
 0-34-88  
 3  
 1  
 47







40 x 54



**CERTIFICATE OF PREPARATION AND SUBMISSION**  
 I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am the author of the foregoing plat and that I am a duly Licensed Professional Engineer in the State of Missouri.  
 My Commission Expires on 12/31/2014  
 My Office is located at 1000 N. Grand Blvd., St. Louis, MO 63103  
 My License No. is 10000  
 My Signature is [Signature]  
 My Title is Professional Engineer  
 My Date is 10/10/14  
 My State is Missouri  
 My City is St. Louis  
 My County is St. Louis  
 My Zip is 63103  
 My Phone is 314-433-1111  
 My Fax is 314-433-1111  
 My E-mail is [Email]  
 My Commission Expires on 12/31/2014  
 My Office is located at 1000 N. Grand Blvd., St. Louis, MO 63103  
 My License No. is 10000  
 My Signature is [Signature]  
 My Title is Professional Engineer  
 My Date is 10/10/14  
 My State is Missouri  
 My City is St. Louis  
 My County is St. Louis  
 My Zip is 63103  
 My Phone is 314-433-1111  
 My Fax is 314-433-1111  
 My E-mail is [Email]

RIGHT OF WAY 5.220 Acre  
 TOTAL ACRES 5.220 Acres

**CURVE TABLE**

1. 284.93'	1. 115.93'	1. 115.93'	1. 115.93'
2. 115.93'	2. 115.93'	2. 115.93'	2. 115.93'
3. 115.93'	3. 115.93'	3. 115.93'	3. 115.93'
4. 115.93'	4. 115.93'	4. 115.93'	4. 115.93'
5. 115.93'	5. 115.93'	5. 115.93'	5. 115.93'
6. 115.93'	6. 115.93'	6. 115.93'	6. 115.93'
7. 115.93'	7. 115.93'	7. 115.93'	7. 115.93'
8. 115.93'	8. 115.93'	8. 115.93'	8. 115.93'
9. 115.93'	9. 115.93'	9. 115.93'	9. 115.93'
10. 115.93'	10. 115.93'	10. 115.93'	10. 115.93'

Recorded in First Book  
 No. 16  
 Page 52

**GLENMARY SECTION 4**  
 HFH, Inc.  
 101 South Lora, Suite 450  
 Louisville, Kentucky 40222  
 Tel. (502) 332-8900  
 JAMES-MINSTEAD & ASSOC.  
 2300 Meadow Drive, Suite 200  
 Louisville, Kentucky 40218  
 Tel. (502) 456-2110

10-34-88

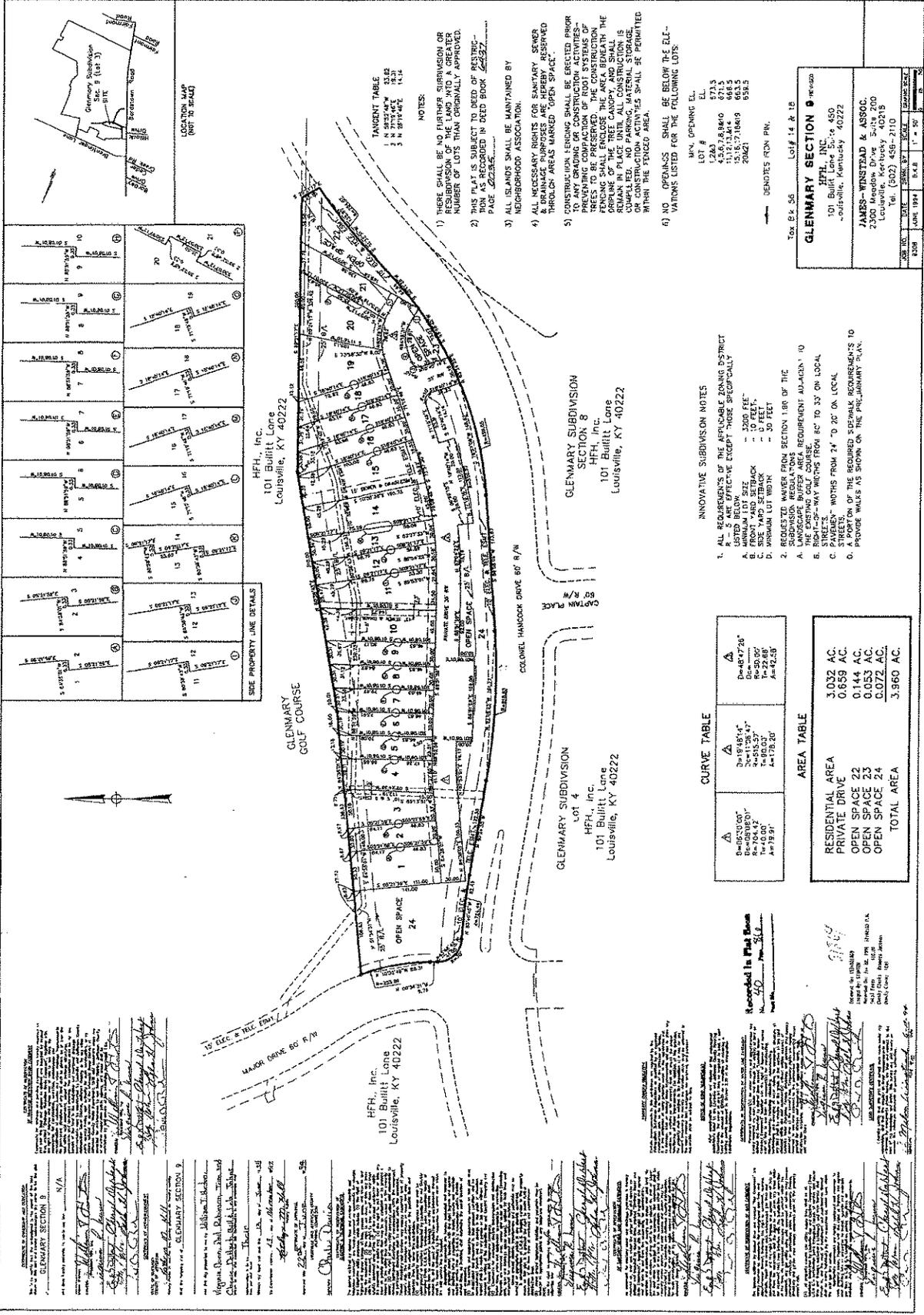








72 x 76



40 x 80



LOCATION MAP  
(NOT TO SCALE)

SIDE PROPERTY LINE DETAILS

1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10

TARGET TABLE

N 89°20'W	31.2
S 89°20'W	14.2
S 89°20'W	14.2

NOTES

- 1) THERE SHALL BE NO FURTHER SUBDIVISION OR RESUBDIVISION OF THE LAND INTO A GREATER NUMBER OF LOTS THAN ORIGINALLY APPROVED.
- 2) THIS PLAN IS SUBJECT TO DEED OF RESTRICTIONS AS RECORDED IN DEED BOOK 64577 PAGE 1422-1423.
- 3) ALL ISLANDS SHALL BE MAINTAINED BY NEIGHBORHOOD ASSOCIATION.
- 4) ALL NECESSARY RIGHTS FOR SANITARY SEWER CONNECTIONS SHALL BE RESERVED. TARDON AREAS MARKED "OPEN SPACE".
- 5) CONSTRUCTION ERECTIONS SHALL BE COMPLETED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES. PREVENTING COMPACTION OF ROOT SYSTEMS OF TREES TO BE PRESERVED. THE CONSTRUCTION SHALL BE COMPLETED WITHIN THE PERIOD OF DRAINING OF THE TREE CANOPY, AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. THE PERIOD OF DRAINING OF CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.
- 6) NO OPERATIONS SHALL BE BELOW THE ELEVATIONS LISTED FOR THE FOLLOWING LOTS:

MIN. OPENING EL.

LOT 4	871.5
4,2,6,7,8,9,10	871.5
11,12,13,14,15	866.5
16,17,18,19	858.5
20,21	858.5

--- DENOTES FURN. FIN.

NO OPERATIONS SHALL BE BELOW THE ELEVATIONS LISTED FOR THE FOLLOWING LOTS:

MIN. OPENING EL.

LOT 4	871.5
4,2,6,7,8,9,10	871.5
11,12,13,14,15	866.5
16,17,18,19	858.5
20,21	858.5

--- DENOTES FURN. FIN.

GLENNARY SECTION 9

101 Bullitt Lane, Louisville, KY 40222

JAMES WINSTEAD & ASSOC.  
2300 Louisville, Kentucky 40218  
Tel. (502) 459-2110

HFH, Inc.  
101 Bullitt Lane  
Louisville, KY 40222

GLENNARY SUBDIVISION SECTION 8  
HFH, Inc.  
101 Bullitt Lane  
Louisville, KY 40222

GLENNARY SUBDIVISION SECTION 4  
HFH, Inc.  
101 Bullitt Lane  
Louisville, KY 40222

- INNOVATIVE SUBDIVISION NOTES
1. ALL REQUIREMENTS OF THE APPLICABLE ZONING DISTRICT ARE EFFECTIVE EXCEPT THOSE SPECIFICALLY NOTED:
  2. REQUESTED WAIVER FROM SECTION 1.6(b) OF THE SUBDIVISION REGULATIONS REQUIREMENT ADJACENT TO THE EXISTING COLT COURSE ADJACENT TO:
  3. THE EXISTING COLT COURSE ADJACENT TO:
  4. PAVED AREAS WITHIN FROM 24' TO 26' ON LOCAL STREETS.
  5. PROVIDE WALKS AS SHOWN ON THE PLANNING PLAN.

CURVE TABLE

Δ	De=47.75'
Δ	R=115.47'
Δ	R=20.80'
Δ	R=22.89'
Δ	R=24.25'
Δ	R=27.26'

AREA TABLE

RESIDENTIAL AREA	3.032 AC.
PRIVATE DRIVE	0.659 AC.
OPEN SPACE 22	0.144 AC.
OPEN SPACE 23	0.053 AC.
OPEN SPACE 24	0.072 AC.
TOTAL AREA	3.960 AC.

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 9

101 Bullitt Lane, Louisville, KY 40222

James Winstead & Associates

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 8

101 Bullitt Lane, Louisville, KY 40222

James Winstead & Associates

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 4

101 Bullitt Lane, Louisville, KY 40222

James Winstead & Associates

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 9

101 Bullitt Lane, Louisville, KY 40222

James Winstead & Associates

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 8

101 Bullitt Lane, Louisville, KY 40222

James Winstead & Associates

APPROVED FOR SUBMISSION TO THE BOARD OF ZONING ADJUSTMENTS

GLENNARY SECTION 4

101 Bullitt Lane, Louisville, KY 40222

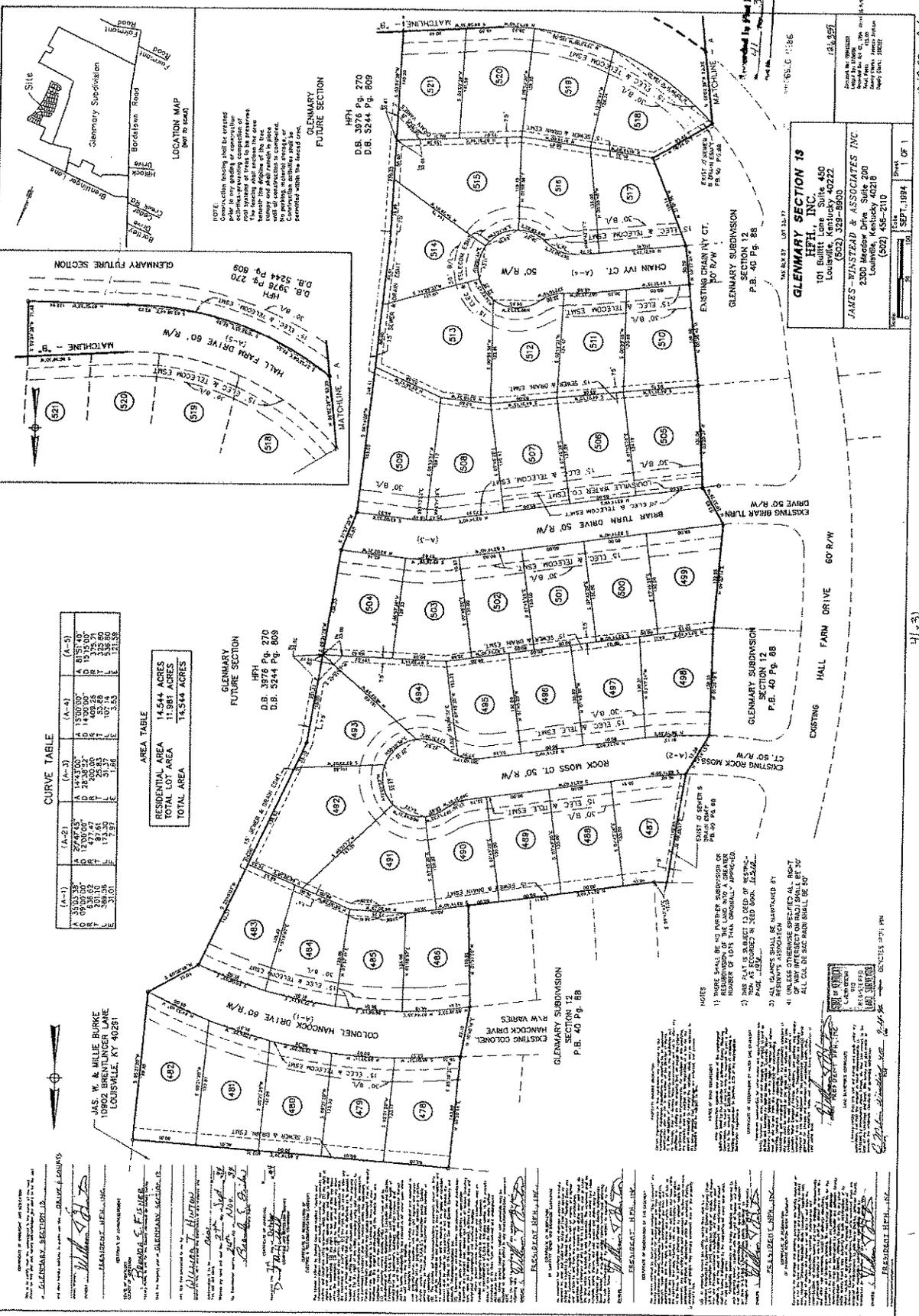
James Winstead & Associates

40 x 56

47 x 87



41 x 31

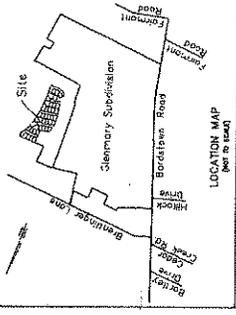


**CURVE TABLE**

(A-1)	(A-2)	(A-3)	(A-4)	(A-5)
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00

**AREA TABLE**

RESIDENTIAL AREA	14,544 ACRES
TOTAL LOT AREA	11,981 ACRES
TOTAL AREA	14,544 ACRES



NOTE: This drawing shall be used only in connection with the plat of the subdivision. The plat shall show the location of all lots and the location of all roads and utility lines. The plat shall also show the location of all easements and the location of all other features shown on this drawing. The plat shall be subject to the provisions of the applicable laws and regulations of the State of Missouri.

**GLENMARY FUTURE SECTION**

HPH  
D.B. 3976 Pg. 270  
D.B. 5244 Pg. 609

**GLENMARY SECTION 13**  
HPH, INC.  
101 Balle Lane  
Louisville, KY 40222  
(502) 329-8900  
JAMES W. WATKINS & ASSOCIATES, INC.  
2300 Meadow Drive, Suite 200  
Louisville, Kentucky 40218  
(502) 458-2110

JAS. W. & BILLIE BURKE  
10902 BREITLINGER LANE  
LOUISVILLE, KY 40281

**RECORDING INFORMATION**  
This plat is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The plat shall be subject to the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO CONTRACTORS**  
The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.

**NOTICE TO ADJOINING OWNERS**  
The owner of this property hereby gives notice to the owners of the adjacent property that the proposed subdivision is being recorded. The owner of this property hereby gives notice to the owners of the adjacent property that the proposed subdivision is being recorded.

**NOTICE TO THE PUBLIC**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE STATE**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE COUNTY**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE CITY**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE TOWNSHIP**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE DISTRICT**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

**NOTICE TO THE COUNTY CLERK**  
The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

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The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri. The proposed subdivision is being recorded in accordance with the provisions of the applicable laws and regulations of the State of Missouri.

41 x 31

41 x 31

10 10 19 93













AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION I

PLAT AND SUBDIVISION BOOK 37, PAGE 48  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 5879, Page 120 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. Paragraph numbered 7(a) is hereby amended to read as follows:

"(a) No restriction herein contained shall prevent any lot owner from constructing a gazebo, small playhouse, swing set, jungle gym or the like on any lot provided that the plans for such shall have been approved in writing by the Association prior to the construction of such structure."

2. The first sentence in paragraph numbered 7(c) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

3. The last sentence in paragraph numbered 8 is hereby amended to read as follows:

"All household pets including dogs and cats shall at all times be confined to the lot owned by the owner of such pets or shall be restrained by a leash at all times when such pet is not confined to the pet owners' lot."

4. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

5. Paragraph numbered 11(b) is hereby amended to read as follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

6. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be

constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

7. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are acceptable."

8. Except as expressly set forth above to the contrary, the instrument recorded in Deed Book 5879, Page 120, in the Office of the Clerk aforesaid shall remain in full force and affect.

In testimony whereof witness the signatures of Glenmary Homeowners Association, Inc. by its duly authorized officers this 22 day of SEPTEMBER, 1999.

Glenmary Homeowners Association, Inc.

By: John V. Quinn  
President

By: Shirley Ann Newboys  
Secretary

COMMONWEALTH OF KENTUCKY )  
 ) ss  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me a Notary Public by JOHN V. GREENE as President of Glenmary Homeowners Association, Inc., this 22 day of SEPTEMBER, 1999.

My commission expires: 8-7-02  
[Signature]  
Notary Public

STATE OF KENTUCKY )  
 ) ss  
COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me a Notary Public by Shirley Ann Dawbays as Secretary of Glenmary Homeowners Association, Inc., this 22 day of September, 1999.

My commission expires: 8-7-02  
[Signature]  
Notary Public

This Instrument Prepared By:

[Signature]  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DW1999157512  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 01:58:52  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KEMRL

END OF DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION

PLAT AND SUBDIVISION BOOK 37, PAGE 48,49-50  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION, is made on 12th July, 1989, by HFH, Inc., with principal office and place of business at 9509 U.S. Highway 42, Prospect, Kentucky 40059 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 15 through 245, inclusive, as shown on the plat of Glenmary Subdivision, of record in Plat and Subdivision Book 37, Page 48,49-50 in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, in the Office of the Clerk of Jefferson County, Kentucky.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 231 lots a part of a larger community being developed in accordance with current plans and known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption.

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Garages and driveways shall be located on the right side of each house, when viewed from the street. Other locations will be considered for approval in writing by the Developer after

consideration is given for the proper development of a particular lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses and the location of other garages and driveways on nearby lots.

(3) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding or vinyl) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(4) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than front lot set back of 30 feet. Side yards total for both eighteen (18) feet with a minimum of six (6) feet. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches are not included in computing floor area.

(e) Garages: Carports. The opening or doors for vehicular entrances to any garage located on a lot shall not face any lot line adjoining a street unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any lot in Glenmary Subdivision.

**(6) Nuisances.**

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**(7) Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

**(8) Animals.**

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

**(9) Landscaping.**

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grades must be in accordance with construction plans approved by and on file with the Jefferson County Department of Works.

**(10) Tree Requirement.**

Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum diameter of

three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an owner's failure to comply with this paragraph, or paragraph (9), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

**(11) Mail and Paper Boxes; Hedges and Fences. Swimming Pools. Antennae.**

(a) A mailbox and paper holder selected by the Developer will be placed at lot owner's expense.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

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

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

**(12) Clothes Lines.**

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

**(13) Duty to Maintain Property.**

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action

as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

**(14) Business: Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

**(15) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

**(16) Drainage.**

Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

**(a) Underground Utility Service.** Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

**(17) Disposal of Trash.**

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

**(18) Drains.**

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

**(19) Obligation to Construct or Reconvey.**

Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

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

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

(20) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(21) Enforcement.

Enforcement of these restrictions, excepting paragraph 19, shall be by proceeding at law or in equity, ~~brought by any owner of real property in Glenmary Subdivision,~~ by a property owners association to be formed under paragraph (23), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(22) Invalidation.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

(23) Fees for Subdivision Fund: Lien.

Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1989. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual

fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(24) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers for the Association, and the duties for which they are responsible.

(25) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the lot owner before house construction is completed.

(26) Developer reserves the right to utilize lot \_\_\_\_\_ as a possible future passageway (road) to adjacent property.

(27) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(28) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(29) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION

PLAT AND SUBDIVISION BOOK 37, PAGE 48, 49 + 50  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION, is made on 12th July, 1989, by HPH, Inc., with principal office and place of business at 9509 U.S. Highway 42, Prospect, Kentucky 40059 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 15 through 245, inclusive, as shown on the plat of Glenmary Subdivision, of record in Plat and Subdivision Book 37, Page 48, 49-50 in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, in the Office of the Clerk of Jefferson County, Kentucky.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 231 lots a part of a larger community being developed in accordance with current plans and known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption.

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Garages and driveways shall be located on the right side of each house, when viewed from the street. Other locations will be considered for approval in writing by the Developer after

consideration is given for the proper development of a particular lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses and the location of other garages and driveways on nearby lots.

**(3) Building Materials.**

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding or vinyl) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

**(4) Setbacks.**

No structure shall be located on any lot nearer to the front lot line or the side street line than front lot set back of 30 feet. Side yards total for both eighteen (18) feet with a minimum of six (6) feet. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

**(5) Minimum Floor Areas.**

(a) The ground floor area of a one story house shall be minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches are not included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a lot shall not face any lot line adjoining a street unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any lot in Glenmary Subdivision.

(6) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(7) Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(8) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

(9) Landscaping.

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grades must be in accordance with construction plans approved by and on file with the Jefferson County Department of Works.

(10) Tree Requirement.

Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum diameter of

three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an owner's failure to comply with this paragraph, or paragraph (9), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

**(11) Mail and Paper Boxes: Hedges and Fences, Swimming Pools, Antennae.**

(a) A mailbox and paper holder selected by the Developer will be placed at lot owner's expense.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

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

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

**(12) Clothes Lines.**

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

**(13) Duty to Maintain Property.**

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action

as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

**(14) Business: Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

**(15) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

**(16) Drainage.**

Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(a) **Underground Utility Service.** Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

**(17) Disposal of Trash.**

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

**(18) Drains.**

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

**(19) Obligation to Construct or Reconvey.**

Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

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

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

**(20) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(21) Enforcement.**

Enforcement of these restrictions, excepting paragraph 19, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association to be formed under paragraph (23), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(22) Invalidation.**

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(23) Fees for Subdivision Fund; Lien.**

Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1989. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual

fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(24) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers for the Association, and the duties for which they are responsible.

(25) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the lot owner before house construction is completed.

(26) Developer reserves the right to utilize lot \_\_\_\_\_ as a possible future passageway (road) to adjacent property.

(27) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(28) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(29) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that



AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION II

PLAT AND SUBDIVISION BOOK 37, PAGE 99  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 5946, Page 876 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. Paragraph numbered 7(a) is hereby amended to read as follows:

"(a) No restriction herein contained shall prevent any lot owner from constructing a gazebo, small playhouse, swing set, jungle gym or the like on any lot provided that the plans for such shall have been approved in writing by the Association prior to the construction of such structure."

2. The first sentence in paragraph numbered 7(c) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

3. The last sentence in paragraph numbered 8 is hereby amended to read as follows:

"All household pets including dogs and cats shall at all times be confined to the lot owned by the owner of such pets or shall be restrained by a leash at all times when such pet is not confined to the pet owners' lot."

4. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

5. Paragraph numbered 11(b) is hereby amended to read as follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

6. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be

constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

7. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are acceptable."

8. Except as expressly set forth above to the contrary, the instrument recorded in Deed Book 5946, Page 876, in the Office of the Clerk aforesaid shall remain in full force and affect.

In testimony whereof witness the signatures of Glenmary Homeowners Association, Inc. by its duly authorized officers this 12 day of SEPT, 1999.

Glenmary Homeowners Association, Inc.

By: [Signature]  
President

By: [Signature]  
Secretary

COMMONWEALTH OF KENTUCKY )  
 ) ss  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me a Notary Public by JOHN V. GREENE as President of Glenmary Homeowners Association, Inc., this 22 day of SEPTEMBER, 1999.

My commission expires: 11-8-2-02

[Signature]  
Notary Public

STATE OF KENTUCKY )  
 ) ss  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me a Notary Public by Shirley Ann Dewboys as Secretary of Glenmary Homeowners Association, Inc., this 22 day of SEPTEMBER, 1999.

My commission expires: 11-8-2-02

[Signature]  
Notary Public

This Instrument Prepared By:

[Signature]  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN1999157513  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 01:59:27  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KEMMEL

END OF DOCUMENT

CORRECTED SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION II

PLAT AND SUBDIVISION BOOK 37, PAGES 99, 100 AND 101  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section II), is made on March 27, 1990, by MFH, Inc., with principal office and place of business at 9420 Bunsen Parkway, Suite 200, Louisville, Kentucky 40220 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 246 through 345, inclusive, as shown on the plat of Glenmary Subdivision, of record in Plat and Subdivision Book 37, Pages 99, 100 and 101, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, in the Office of the Clerk of Jefferson County, Kentucky.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 100 lots a part of a larger community being developed in accordance with current plans and known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption.

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Garages and driveways shall be located on the right side of each house, when viewed from the street. Other locations will be considered for approval in writing by the Developer after

consideration is given for the proper development of a particular lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses and the location of other garages and driveways on nearby lots.

(3) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding or vinyl) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(4) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than front lot set back of 30 feet. Side yards total for both eighteen (18) feet with a minimum of six (6) feet. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches are not included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a lot shall not face any lot line adjoining a street unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any lot in Glenmary Subdivision.

(6) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(7) Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(8) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

(9) Landscaping.

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grades must be in accordance with construction plans approved by and on file with the Jefferson County Department of Works.

(10) Tree Requirement.

Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum diameter of

three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an owner's failure to comply with this paragraph, or paragraph (9), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

**(11) Mail and Paper Boxes: Hedges and Fences, Swimming Pools, Antennae.**

(a) A mailbox and paper holder selected by the Developer will be placed at lot owner's expense.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

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

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

**(12) Clothes Lines.**

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

**(13) Duty to Maintain Property.**

It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action

as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(14) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(15) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(16) Drainage.

Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(17) Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

(18) Drains.

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

✓ (19) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

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

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

(20) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(21) Enforcement.

Enforcement of these restrictions, excepting paragraph 19, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association to be formed under paragraph (23), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(22) Invalidation.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

(23) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1989. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual

fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(24) Homeowners Association.

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers for the Association, and the duties for which they are responsible.

(25) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the lot owner before house construction is completed.

(26) Developer reserves the right to utilize lot \_\_\_\_\_ as a possible future passageway (road) to adjacent property.

(27) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(28) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(29) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that

recreation activities will be conducted as permitted by the By-Laws of the Club.

(30) All owners of lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from lot to golf course land. Removal or clean up of the above-referenced items shall be at lot owner's expense.

(31) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting lot owner. Fences will be maintained and painted by the lot owner.

(32) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development.

(33) Maintenance of Recreation Space.

HFH, Inc. will retain ownership of the recreation space and will be responsible for maintaining the recreation space which is an integral part of the subdivision community and development.

WITNESS the signature of Developer by its duly authorized officer on this 27<sup>th</sup> day of March, 1990.

HFH, INC. - Glenmary Subdivision  
a Kentucky Corporation

By: William T. Denton

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 1990, by William T. Hinton, President of HFH, Inc., Glenmary Subdivision, a Kentucky Corporation, on behalf of the corporation.

My commission expires: Dec. 25, 1990  
Brenda E. Fisher  
NOTARY PUBLIC, State-at-Large

THIS INSTRUMENT PREPARED BY:

Kyle T. Hubbard  
KYLE T. HUBBARD  
2100 First National Tower  
Louisville, Kentucky 40202  
Phone: (502) 582-1891

PAID \$ 2.00  
REBECCA JACKSON J.C.C.  
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AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION III

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION, SECTION III,  
is made on February 20, 1997 by HFH, INC., whose principal office  
and place of business is 10801 Electron Drive, Suite 308,  
Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of  
Covenants for Glenmary Subdivision, Section III dated June 25,  
1992, of record in Deed Book 6206, Page 637 in the office of the  
Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote  
pursuant to the Articles of Incorporation of Glenmary Homeowners  
Association, Inc. and, pursuant to paragraph 21 of the Declaration,  
is authorized to amend the Declaration;

NOW, THEREFORE, Developer hereby amends the Declaration as  
follows:

1. The first sentence of Paragraph 28 of the Declaration is  
deleted in its entirety.
2. Paragraph 35 of the Declaration, entitled "Maintenance of  
Recreation Space" is deleted in its entirety.

WITNESS the signature of Developer by its duly authorized  
officer on February 20, 1997.

HFH, INC.  
a Kentucky corporation

By Jean W. Frazier  
Jean W. Frazier, President

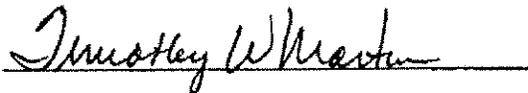
STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on February 20, 1997 by Jean W. Frazier, President of HFH, Inc., a Kentucky corporation, on behalf of the corporation.

  
Notary Public Stanley  
My Commission Expires: July 27, 2000

Instrument Prepared By:

Timothy W. Martin  
BROWN, TODD & HEYBURN PLLC  
3200 Providian Center  
Louisville, Kentucky 40202-3363  
(502) 589-5400



F:\USERS\022\HFH\GLENMAY\SEC3.AMD  
2/14/97

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Document No: 1997026312  
Lodged By: B T & H  
Recorded On: Feb 28, 1997 03:00:07 P.M.  
Total Fees: \$9.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: DANA

END OF DOCUMENT -2-

DB 07324 PG 0572

AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
GLENMARY SUBDIVISION, SECTION III  
PLAT AND SUBDIVISION BOOK 39, PAGE 45  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 6206, Page 637 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. The first sentence in paragraph numbered 8(d) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

2. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

3. Paragraph numbered 11(b) is hereby amended to read as

0007324PG0573

follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

4. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

5. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are

acceptable."

6. Except as expressly set forth above to the contrary, the instrument recorded in Deed Book 6206, Page 637, in the Office of the Clerk aforesaid shall remain in full force and affect.

In testimony whereof witness the signatures of Glenmary Homeowners Association, Inc. by its duly authorized officers this 22 day of ~~SEPTEMBER~~, 1999.

Glenmary Homeowners Association, Inc.

By: [Signature]  
President

By: [Signature]  
Secretary

COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON ) ss

Subscribed, sworn to and acknowledged before me a Notary Public by JONAS V. GREGG as President of Glenmary Homeowners Association, Inc., this 22 day of SEPTEMBER, 1999.

My commission expires: 8-7-02

[Signature]  
Notary Public

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) ss

Subscribed, sworn to and acknowledged before me a Notary

DB07324PG0575

Public by Shirley Ann Dewboys as Secretary of  
Glenmary Homeowners Association, Inc., this 22<sup>nd</sup> day of  
September, 1999.

My commission expires: 8-2-02

[Signature]  
Notary Public

This Instrument Prepared By:

[Signature]

Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DR1999107514  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 01:53:50  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holislaw-JEFF CD KY  
Deputy Clerk: KELMNL

END OF DOCUMENT

SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION III  
PLAT AND SUBDIVISION BOOK 39, Pages 45  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section III, is made on June 25<sup>th</sup> 1992, by RPH, Inc. with principle office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 346 through 436, inclusive, as shown on the plat of GLENMARY SUBDIVISION Section III, of record in Plat and Subdivision Book 39, Pages 45, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

Definitions. The following terms as used in these Restrictions shall have the following meanings:

(a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY SUBDIVISION, SECTION III.

(b) "Developer" shall mean H F H, INC., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY SUBDIVISION, SECTION III.

(d) "Lot Owner" shall mean the owner or owners of any Lot in GLENMARY SUBDIVISION, SECTION III.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 91 Lots a part of a larger community being developed in accordance with current plans known as GLENMARY SUBDIVISION, SECTION III.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within GLENMARY which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within GLENMARY shall inure to the benefit the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the

added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garages and driveways shall be located on the right side of each house, when viewed from the street. Other locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or

association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within GLENMARY.

(4) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 30 feet as shown on the recorded plat of GLENMARY SUBDIVISION, SECTION III. Side yard set backs shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by Developer. All Lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless

otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY SUBDIVISION, SECTION III.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed it being provided however that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all

times when any such pet shall not be confined to the pet owner's Lot.

(10) Landscaping.

After the construction of a residence, the Lot Owner shall grade and sod that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Jefferson County Department of Works.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, such as fencing for a small pet or for swimming pool enclosures, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of

the Developer and may be arbitrarily and unreasonably withheld.

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

(13) Clothes lines.

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot property cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or Section (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

(17) Drainage.

Developer shall provide each Lot Owner with a detailed drainage plan for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the home Owner shall correct problem at his expense or Developer may correct problem and the Lot Owner shall be responsible for any costs or expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reversed to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(18) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(19) Drains.

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

(20) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty.

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

If all or any portion of a residence is damaged or destroyed by fire, or other causality, then Owner shall, with all due diligence, promptly rebuild, repair, or

reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(21) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the GLENMARY HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(22) Enforcement.

Enforcement of these restrictions, excepting paragraph 20, shall be by proceeding at law or in equity, brought by any Owner of real property in GLENMARY SUBDIVISION, SECTION III, by a property Owners association to be formed under paragraph (24), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(23) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(24) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a Class A member of the GLENMARY HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1992. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The fund may only be used for purposes generally benefiting the Association.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or its pendency as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(25) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded articles of incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(26) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each lot by the lot owner before house construction is completed.

(27) Developer reserves the right to utilize any lot as a possible future passageway (road) to adjacent property.

(28) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION III will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(29) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(30) Owners of lots, homes or any residents understand that GLENMARY Golf and Recreation Club will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by

6306-548

By: *[Signature]*  
RHM, INC.  
a Kentucky Corporation

WITNESS the signature of Developer on this 15th day of June, 1992.

RHM, Inc. will retain ownership of the recreation space and which is an integral part of the subdivision community and development.

(35) Maintenance of Recreation Space.

RHM, Inc. will retain ownership of the recreation space and signature walls which are an integral part of the subdivision community and development.

(34) No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered 34 shall not be amended by the Homeowners Association.

(33) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development.

(32) Fences erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting lot owner. Fences will be maintained and painted by the lot owner.

(31) All owners of lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from lot to golf course land. Removal or clean up of the above-referenced items shall be at lot owner's expense.

All owners of lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from lot to golf course land. Removal or clean up of the above-referenced items shall be at lot owner's expense.

6306-548

END OF DOCUMENT

BOOK PAGE 649

Document No: 199209985  
Lodged By: STINSON  
Lodged On: Jul 24, 1992 02:06:46 P.M.  
Total Fees: \$21.50  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: BERNI

90985

CHARLES W. STINSON  
NABER, JOHNN, CHARLEIN & STINSON  
455 S. Fourth Avenue, Suite 1551  
Louisville, Kentucky 40202  
(502) 583-3081

THIS INSTRUMENT PREPARED BY:

NOTARY PUBLIC, STATE AT LARGE

My commission expires: 4/2/94

The foregoing instrument was acknowledged before me this 24th day of June, 1992 by William Stinson, as *William Stinson* of HWH, Inc., a Kentucky corporation, on behalf of the corporation.

STATE OF KENTUCKY )  
                          ) SS:  
COUNTY OF JEFFERSON )

BOOK PAGE 649

BOOK 6422 PAGE 382

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 4

PLAT AND SUBDIVISION BOOK 40, Page 54  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 4), is made on February 24, 1994, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**Existing Property.** The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING RIGHT-OF-WAY as shown on the plat of Glenmary Subdivision Section 4, of record in Plat and Subdivision Book 40, Page 54, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

(1) **Maintenance of Landscape Median.**

The Glenmary Homeowners Association, Inc. will maintain the landscape median contained in the right-of-way shown on the Plat herein described and it being specifically provided that in the event that these Covenants,



AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
GLENMARY SUBDIVISION, SECTION 5

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION SECTION 5, is made on February 20, 1997 by HFH, INC., whose principal office and place of business is 10801 Electron Drive, Suite 308, Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of Covenants for Glenmary Subdivision, Section 5 dated September 30, 1991, of record in Deed Book 6106, Page 632 in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc. and, pursuant to paragraph 15 of the Declaration, is authorized to amend the Declaration; and

WHEREAS, the consent of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary Residents Association, Inc. (the "Association") is also required pursuant to Paragraph 15 of the Declaration in order to amend the Declaration;

NOW, THEREFORE, Developer and the Association hereby amends the Declaration as follows:

1. The first sentence of Paragraph 22 of the Declaration is deleted in its entirety.
2. Paragraph 27 of the Declaration, entitled "Maintenance of Recreation Space" is deleted in its entirety.
3. By its execution hereof, the Association certifies that 75% or more of those persons entitled to vote pursuant to the Articles of Incorporation of the Association have voted in favor of the amendments to the Declaration set forth herein.

WITNESS the signature of Developer and the Association by their duly authorized officers on February 20 1997.

HFH, INC.  
a Kentucky corporation

By Jean W. Frazier  
Jean W. Frazier, President

PATIO HOMES AT GLENMARY  
RESIDENTS ASSOCIATION, INC.  
a Kentucky corporation

By David C. Wright  
Title: President, Phase I

STATE OF KENTUCKY )  
                          ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on March 18, 1997 by Jean W. Prazier, President of HFH, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires: July 29, 2000

STATE OF KENTUCKY )  
                          ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on March 18, 1997 by David C. Wright, President of Patio Homes at Glenmary Residents Association, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires: 12/30/2000

Instrument Prepared By:

Timothy W. Martin  
BROWN, TODD & HEYBURN PLLC  
3200 Providian Center  
Louisville, Kentucky 40202-3363  
(502) 589-5400

Timothy W Martin

F:\USER8\022\HFH\GLENMARY\8625.AMD  
2/17/97

41720

Document No: 1997041720  
Lodged By: b t h  
Recorded On: Apr 01, 1997 01:46:13 P.M.  
Total Fees: \$12.00  
Transfer Tax: \$ .00  
County Clerk: L. [Signature] Jackson

END OF DOCUMENT

BOOK 6106 PAGE 632

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 5

PLAT AND SUBDIVISION BOOK 39, Pages 2  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 5), is made on September 30, 1991, by HPH, Inc. with principle office and place of business at 9420 Bunsen Parkway, Suite 200, Louisville, Kentucky 40220 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 through 29, inclusive, as shown on the plat of Glenmary Subdivision Section 5, of record in Plat and Subdivision Book 39, Pages 2, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

BOOK 6106 PAGE 632

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Developments. Developer intends to make this section containing 28 lots a part of a larger community being developed in accordance with current plans known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided

however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

(2) Approval of Construction Plans.

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(4) Use of Other Structures, Garages and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

(5) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

(6) Mail and Paper Boxes; Hedges and Fences, Ornamental Garden Material Antennas.

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

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

(7) Clothes lines.

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

(8) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

(9) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

(10) Drainage.

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building;

and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(11) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other

waste shall not be kept except in sanitary containers. if trash is placed on lot, owner must remove within thirty (30) days.

**(12) Drains.**

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

**(13) Insurance Required.**

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

**(14) Obligation to Reconstruct or Repair.**

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

**(15) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and

restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(16) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(17) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(18) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1991. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable

against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(19) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(20) Residents Association.**

Developer has incorporated the Patio Homes at Glenmary Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary shall be a Class A member of the Patio Homes at Glenmary Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws, rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Patio Homes at Glenmary and covenants and agrees to accept and

abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Lot shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$58.50 per lot for 1991. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the Association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

(21) Party Walls.

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) the right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(22) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(23) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(24) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(25) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.



AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 6

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION SECTION 6, is made on February 20, 1997 by HFH, INC., whose principal office and place of business is 10801 Electron Drive, Suite 308, Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of Covenants for Glenmary Subdivision, Section 6 dated June 10, 1992, of record in Deed Book 6204, Page 001 in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc. and, pursuant to paragraph 15 of the Declaration, is authorized to amend the Declaration; and

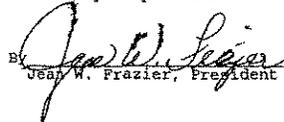
WHEREAS, the consent of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary II Residents Association, Inc. (the "Association") is also required pursuant to Paragraph 15 of the Declaration in order to amend the Declaration;

NOW, THEREFORE, Developer and the Association hereby amends the Declaration as follows:

1. The first sentence of Paragraph 22 of the Declaration is deleted in its entirety.
2. Paragraph 29 of the Declaration, entitled "Maintenance of Recreation Space" is deleted in its entirety.
3. By its execution hereof, the Association certifies that 75% or more of those persons entitled to vote pursuant to the Articles of Incorporation of the Association have voted in favor of the amendments to the Declaration set forth herein.

WITNESS the signature of Developer and the Association by their duly authorized officers on February 20, 1997.

HFH, INC.  
a Kentucky corporation

  
B. Jean W. Frazier, President

PATIO HOMES AT GLENMARY II  
RESIDENTS ASSOCIATION, INC.  
a Kentucky corporation

By [Signature]  
Title: President

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me on July 20, 1997 by Jean W. Frazier, President of HPH, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires: July 29, 2000

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) SS

The foregoing instrument was acknowledged before me on March 23, 1997 by Ted Jankovic, Pres. of Patio Homes at Glenmary II Residents Association, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]  
Notary Public  
Notary Public, State of Large, KY  
My Commission Expires Jan 25, 2000

Instrument Prepared By:

Timothy W. Martin  
BROWN, TODD & HEYBURN PLLC  
3200 Providian Center  
Louisville, Kentucky 40202-3363  
(502) 589-5400

[Signature]



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2/17/97 Document No: 1997041722 97722  
Lodged By: b t h  
Recorded On: Apr 01, 1997 01:47:38 P.M.  
Total Fees: \$12.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: LISHB [Signature]

END OF DOCUMENT

BOOK 6204 PAGE 001

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 6

PLAT AND SUBDIVISION BOOK 39, Pages 41  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 5), is made on June 10<sup>th</sup>, 1992, by HFH, Inc. with principle office and place of business at 9420 Bunsen Parkway, Suite 200, Louisville, Kentucky 40220 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 through 42, inclusive, as shown on the plat of Glenmary Subdivision Section 6, of record in Plat and Subdivision Book 39, Pages 41, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

BOOK 6204 PAGE 001

(a) Additions in Accordance with a General Plan of Developments. Developer intends to make this section containing 42 lots a part of a larger community being developed in accordance with current plans known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

(2) Approval of Construction Plans.

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(4) Use of Other Structures, Garages and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

(5) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

(6) Mail and Paper Boxes; Hedges and Fences; Ornamental Garden Material; Antennas; Window Treatments.

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, brick, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved. Privacy screens for patios shall not be considered fences, as defined in this paragraph; however, no patio privacy screen shall be placed or erected on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom it may assign the right.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

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

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

**(7) Clothes lines.**

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

**(8) Business, Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

**(9) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

**(10) Drainage.**

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(11) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

(12) Drains.

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

(13) Insurance Required.

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary II Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

(14) Obligation to Reconstruct or Repair.

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

(15) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary II Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(16) Enforcement.

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(17) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(18) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1992. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(19) Homeowners Association.

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

(20) Residents Association.

Developer has incorporated the Patio Homes at Glenmary II Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary II shall be a Class A member of the Patio Homes at Glenmary II Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws, rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets, walkways and lawns, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary II and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot

owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary II. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Patio Homes at Glenmary II, grants the Residents Association an easement for ingress, egress and access for the purposes set out herein, in the Articles of Incorporation and the Bylaws of the Residents Association, and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary II and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$61.50 per lot for 1992. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy

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at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto and which upon demand, shall furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgements, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

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(21) Party Walls.

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(22) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(23) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(24) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(25) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.

(26) Maintenance of Open Space and Signature Walls.

The Glenmary Homeowners Association, Inc. will maintain the open space and signature walls which are an integral part of the subdivision community and development.

(27) Dedication of Common Areas, Open Space and Signature Walls.

No common areas, open space or signature walls shall be dedicated to a unit of local government without acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered (27) shall not be amended by the Homeowners Association or the Residents Association without approval from the Louisville and Jefferson County Planning Commission.

(28) Dedication of Roads.

No road shall be dedicated to a unit of local government without the consent of the owners of all lots abutting said road and without the acceptance by the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered (28) shall not be amended by the Homeowners Association or the Residents Association without approval from the Louisville and Jefferson County Planning Commission.



*Peter  
Homes*

PRELIMINARY

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, ~~SECTION 6~~

PLAT AND SUBDIVISION BOOK \_\_\_\_\_, Pages \_\_\_\_\_  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 5), is made on \_\_\_\_\_, 1992, by HFH, Inc. with principle office and place of business at 9420 Bunsen Parkway, Suite 200, Louisville, Kentucky 40220 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 through 36, inclusive, as shown on the plat of Glenmary Subdivision Section 6, of record in Plat and Subdivision Book \_\_\_\_\_, Pages \_\_\_\_\_, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

**Additions to Existing Property.** Additional lands may become subject to this Declaration in any of the following manners:

(a) **Additions in Accordance with a General Plan of Developments.** Developer intends to make this section containing 36 lots a part of a larger community being developed in accordance with current plans known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) **Other Additions.** Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) **Primary Use Restrictions.**

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided

however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

**(2) Approval of Construction Plans.**

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

**(3) Nuisances.**

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**(4) Use of Other Structures, Garages and Vehicles.**

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

**(5) Animals.**

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

**(6) Mail and Paper Boxes; Hedges and Fences, Ornamental Garden Material; Antennae.**

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

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

**(7) Clothes lines.**

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

**(8) Business; Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

**(9) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

**(10) Drainage.**

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(a) Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building;

and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

**(11) Disposal of Trash.**

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other

waste shall not be kept except in sanitary containers. if trash is placed on lot, owner must remove within thirty (30) days.

**(12) Drains.**

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

**(13) Insurance Required.**

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary II Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

**(14) Obligation to Reconstruct or Repair.**

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

**(15) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and

restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary II Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(16) Enforcement.**

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(17) Invalidation.**

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(18) Fees for Subdivision Fund; Lien.**

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1992. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of

any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(19) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(20) Residents Association.**

Developer has incorporated the Patio Homes at Glenmary II Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary II shall be a Class A member of the Patio Homes at Glenmary II Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws; rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary II and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary II. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Patio

Homes at Glenmary II and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary II and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$61.50 per lot for 1992. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgements, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

**(21) Party Walls.**

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

X  
(22) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(23) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(24) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(25) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.

**(26) Maintenance of Open Space and Signature Walls.**

The Glenmary Homeowners Association, Inc. will maintain the open space and signature walls which are an integral part of the subdivision community and development.

**(27) Maintenance of Recreation Space.**

HFH, Inc. will retain ownership of the recreation space and will be responsible for maintaining the recreation space which is an integral part of the subdivision community and development.

WITNESS the signature of Developer by its duly authorized officer on this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

HFH, INC. - Glenmary Subdivision  
a Kentucky Corporation

By: \_\_\_\_\_

STATE OF KENTUCKY        )  
                                  )SS  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by \_\_\_\_\_, as \_\_\_\_\_ of HFH, Inc., Glenmary Subdivision, a Kentucky Corporation, on behalf of the corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
CHARLES W. STINSON  
NABER, JOYNER, SCHARDEIN & STINSON  
Attorneys at Law  
1551 Starks Building  
455 S. Fourth Avenue  
Louisville, Kentucky 40202  
(502) 583-3081

16  
DOR

THIRD AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 7

PLAT AND SUBDIVISION BOOK 40, PAGE 29  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative approval of the owners of 49 of the 64 residences located in Patio Homes at Glenmary III (more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc.) the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 6385, Page 442, and Deed Book 6682, Page 241, all in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. Section 14, of the aforementioned Restrictions is amended to delete the existing language and substitute the following:

Section 14. Insurance.

a. The Board of Directors of the Homeowner Association shall maintain in full force and effect at all times property damage insurance on the roofs, exterior and interior doors, windows, all structural components of the buildings including the interior wall, floor and ceiling surfaces, anything permanently attached to those surfaces (countertops, cabinets, etc.), all built-in appliances, building exterior finishes, building foundations, party walls, drywall on interior surfaces of exterior

and party walls, and all plumbing, electrical, communication and other utility lines, and services located in either the exterior or interior walls or party walls and ceilings of the Buildings in an amount equal to one hundred percent (100%) of the replacement value thereof which value shall be determined annually by the Board in consultation with its insurance carrier. Replacement value as used herein shall be determined without deduction or allowance for depreciation, but such insurance may contain a deductible amount determined by the Board.

Such coverage shall afford the following minimum protection:

a. Loss and damage by fire or other hazards covered by the standard extended coverage endorsement, as well as earthquake, vandalism and malicious mischief and such other property damage insurance as the Board considers appropriate.

b. In addition to the insurance set out above, the Board shall also obtain and maintain in full force at all times the following insurance:

(i) Public liability insurance in such form and in such amounts as may be considered appropriate by the Board.

(ii) Workers Compensation insurance to the extent necessary to comply with any and all applicable laws.

(iii) Such other insurance as is or shall hereafter be considered appropriate by the Board.

(iv) Fidelity coverage of at least three months

maintenance revenue.

c. All policies purchased by the Board shall provide that same may not be canceled or substantially modified without at least 60 days prior written notice to the Board.

The Board shall notify all lot owners of such changes. All policies shall contain a mutual waiver of subrogation between the Homeowner Association and all individual lot owners.

d. All premiums for insurance coverage as set out herein shall be a common expense to be paid by the monthly assessments levied by the Homeowner Association against each of the lot owners, provided, that should the amount of any insurance premium be affected by the use of any particular patio home, the owner of such, as the case may be, shall be required to pay any increase resulting from such use.

e. The Board shall have the exclusive authority to adjust any losses under the said master insurance policy provided, in no event shall the insurance coverage obtained and maintained by the Homeowner Association be brought into contribution with any insurance purchased by individual mortgagees.

f. At his or her own expense, each patio home owner shall obtain additional insurance upon his or her patio home with coverage of not less than the minimum amounts required by the Board from time to time, and with the Homeowner Association named as either an additional insured or an additional loss payee, and shall provide earthquake coverage and shall provide a \$2,500.00 loss

assessment clause with no deductible limits, provided no such insurance shall decrease the amount the Homeowner Association may realize under any of its insurance policies. All insurance proceeds from the master policy resulting from damage or destruction payable to patio home owners and mortgagees shall be deemed assigned to the Board representing the Homeowner Association. Said Board shall immediately deposit all proceeds in a separate account in an insured bank or thrift institution selected by the Board. The Board shall, with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the majority vote of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the buildings and other common areas, such portion of the costs not so covered shall be paid by the patio home owners as a common expense.

The Board is hereby authorized to borrow funds therefor and to amortize the payment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

2. Section 15, of the Restrictions is hereby amended as follows:

Section 15. Obligation To Reconstruct Or Repair. If all or any portion of a building or a common area is damaged or destroyed by fire, or other casualty, then the Homeowner

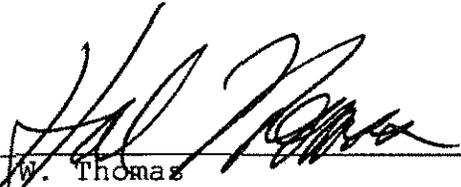
Association shall promptly rebuild, repair, or reconstruct such building and/or common area in a manner which shall substantially restore same to a like new condition, to include the roof, exterior doors, windows, all structural components of buildings, building exterior finishes, building foundations, party walls, drywall on interior surfaces of exterior and party walls, interior wall, floor and ceiling surfaces, anything permanently attached to those surfaces (countertops, cabinets, et.), all built-in appliances, and all plumbing, electrical, communication and other utility lines and services located in either the exterior walls or party walls. Individual homeowners shall be responsible for wall coverings and finishes, and interior upgrades, plus the furniture, and personal items. All such repair and replacement shall conform to this Declaration Of Covenants, Conditions And Restrictions. Any proceeds from insurance payments for the damage or destruction of the improvements shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Homeowner Association or the lot owner, as the case may be.

3. Except as expressly set forth above to the contrary, the instrument recorded in Deed Book 6385, Page 442, as amended by instrument recorded in Deed Book 6682, Page 241, all in the Office of the Clerk aforesaid shall remain in full force and affect.

In testimony whereof witness the signatures of Patio Homes of



This Instrument Prepared By:

  
\_\_\_\_\_  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD, PLLC  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700



Glenmary Homeowners Association  
PO Box 91151  
Louisville, Kentucky 40291

Preserving and Improving Our Neighborhood

Monday, September 26, 2011

Mark Bush - President  
Patio Homes at Glenmary III Residents Association  
P.O. Box 91511  
Louisville, KY 40291  
July 6, 2011

**Subject:** Glenmary Phase III Patio Homes Proposed Homeowners Insurance Program

Dear Mr. Bush:

This is in response to your request on behalf of the Glenmary Patio Homes III Owners Association that the Board Of Directors of the Glenmary Homeowners Association consent to the amendment of the Covenants, Conditions & Restrictions for Glenmary Patio Homes III such that you will change your insurance structure to a Master Policy similar to that used by condominiums. Based on your representation that 75% of the homeowners in Glenmary Patio Homes III have approved the change and based upon the opinion of our legal counsel that our consent to the change will not result in liability to our board, I am proud to advise that at a duly called meeting of the Board Of Directors for the Glenmary Homeowners Association the Board voted to give its consent to your proposed amendment.

We do request that once you have acquired the insurance policy please forward a copy for record to the Glenmary Homeowners Association at PO Box 91151, Louisville, KY 40291.

Best Regards,  
Glenmary Homeowners Association

Wayne E. Guthrie  
President

Section 8.7 8809776PG0273

EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 8.7

Signature of Lot Owner

Street Address of Lot

- 1. Karen [unclear] 7910 EAGLE TRACE
- 2. Betsy Chambers 7912 Eagle Dr Dr.
- 3. [unclear] \_\_\_\_\_
- 4. Bill Gentry [unclear] 10221 Shoal Creek Ct.
- 5. Muel Lumuth 10320 OVERLOOKS CT.
- 6. James D. Price 10211 Shoal Creek Ct
- 7. Robert K. [unclear] 10101 Rock Pt. Ct. 1
- 8. [unclear] 10111 Leaning Tree Ct
- 9. Jerry Lee Harris 10210 Lost Tree Ct
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_

cc. of  
Sec. 8  
~~8.7~~

EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 7".

<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
1. <u><i>Gerald H. Widman</i></u>	<u>10220 SHOAL CREEK CT</u>
2. <u><i>Sandra Widman</i></u>	<u>10220 SHOAL CREEK CT</u>
3. _____	_____
4. _____	_____
5. _____	_____
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18. _____	_____

EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 7".

	<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
SEC 8 1.	<u>Clara L. Logan</u>	<u>7902 Larkway Ct.</u>
2.	<u>Robert L. Brubaker</u>	<u>10330 Shoal Creek Rd,</u>
3.	<u>Phyllis Jolley</u>	<u>7920 Tree tops Dr</u>
4.	<u>Andsey Matley</u>	<u>10310 Overoaks Court</u>
5.	<u>Diane W. Richardson</u>	<u>10201 Rockfish Ct.</u>
6.	<u>Robert J. Kyle</u>	<u>10231 SHOAL CREEK CT</u>
7.	<u>W.A. Woodst</u>	<u>10200 OVEROAKS CT</u>
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EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 7".

<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
1. <i>Conna Vraas</i>	<i>10201 Shoal Creek Ct</i>
2. <i>Ray Potter</i>	<i>10200 Shoal CK Ct.</i>
3. <i>[Signature]</i>	<i>10211 Rose Creek Ct.</i>
4. _____	_____
5. _____	_____
6. _____	_____
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19. _____	_____

# Section 8

## EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 8".

<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
1. <u>Merrin Hillborn</u>	<u>7901 Pleasant Valley Ct.</u>
2. <u>Jean Gockell</u>	<u>7906 Tuckaway Ct.</u>
3. <u>Florence Colby</u>	<u>8000 Kingmill Ct.</u>
4. <u>Jean Boudette</u>	<u>8002 Castle Pine Ct</u>
5. <u>Dorothy Barnstean</u>	<u>8001 Pleasant Valley Ct</u>
6. <u>Norma Flowers</u>	<u>8002 Kingmill Ct.</u>
7. <u>Jan R. Mistry</u>	<u>7900 TUCKWAY CT.</u>
8. <u>Willard L. Carr</u>	<u>10210 Shoal CR. CT</u>
9. <u>Margie Cheney</u>	<u>8001 Castle Pine Ct.</u>
10. <u>Arne Brauer</u>	<u>10112 Glen Abbey</u>
11. <u>Barbara J. Moore</u>	<u>10110 Glen Abbey</u>
12. <u>Donna Miller</u>	<u>8001 Port Royal Ct.</u>
13. <u>LeRoy Cantrel</u>	<u>7907 Bardmore Ct</u>
14. <u>James A. Flood Jr</u>	<u>7901 Castle Pine Court</u>
15. <u>Miller</u>	<u>8007 Port Royal Ct.</u>
16. <u>Candi Conway</u>	<u>7905 Bardmore Ct.</u>
17. <u>George P. Miller</u>	<u>7904 Tuckaway Ct.</u>
18. <u>Jane Bollinger</u>	<u>8000 Pleasant Valley Ct.</u>
19. <u>Vienna Savoy</u>	<u>7900 Kingmill Ct</u>

EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 7".

<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
1. <u>Noris White</u>	<u>8000 Butler National Ct</u>
2. <u>Kenneth F. Coburn</u>	<u>7901 Badmoot Ct.</u>
3. <u>June O. O. O.</u>	<u>8002 Pleasant Vly. Ct.</u>
4. <u>Francis E. Boe</u>	<u>8002 Suttlewood Ln. Ct.</u>
5. <u>Mary J. Britton</u>	<u>8005 Port Royal Ct</u>
6. <u>Wm H. Katzman</u>	<u>8001 BURGER NAT COURT</u>
7. _____	_____
8. _____	_____
9. _____	_____
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12. _____	_____
13. _____	_____
14. _____	_____
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16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____

EXHIBIT A

(I) (We) hereby approve the Amendment as set forth in the attached instrument titled "Amendment To Declaration of Covenants, conditions and Restrictions for Glenmary Subdivision, Section 7".

<u>Signature of Lot Owner</u>	<u>Street Address of Lot</u>
1. <u>Steve Lee</u>	<u>7902 Kingmill, ct</u>
2. <u>Donna Barrick</u>	<u>7703 Castle Fern Ct.</u>
3. <u>Phyllis Archer</u>	<u>7903 Pleasant Valley St.</u>
4. <u>Kirby Blackhear</u>	<u>7902 Pleasant Valley Ct</u>
5. _____	_____
6. _____	_____
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19. _____	_____

000-06582 0241

AMENDMENT  
TO  
AMENDED  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 7

PLAT AND SUBDIVISION BOOK 40, PAGE 29  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of the owners of 49 of the 64 residences located in Patio Homes at Glenmary III (more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc.) the covenants, conditions and restrictions set forth in instrument recorded Deed Book 6385, Page 442 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. Paragraph numbered 17 is hereby amended to read as follows:

"(17) Enforcement:

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

Any expense, including but not limited to legal fees, incurred by the association in the enforcement of the association's covenants, restrictions, by-laws, rules and regulations, shall be borne by the person or persons violating same.

Also the board shall have the authority to fine members who after notification by certified mail, continue to violate the associations covenants, restrictions, by-laws, rules and regulations. Members in violation will be subject to a fine not to exceed \$25.00 for each occurrence. All such expenses and fines shall constitute a lien on the property, if not paid by the member."

2. Except as expressly set forth above to the contrary, the instrument recorded in Deed Book 6385, Page 442 in the Office of the Clerk aforesaid shall remain in full force and affect.

In testimony whereof witness the signatures of Patio Homes Of Glenmary III Residents, Association, Inc. by its duly authorized officers this 21 day of DEC, 1995.

Patio Homes Of Glenmary III Residents Association, Inc.

by: Ronald G. Silvers  
President

by: John D. Queenan  
Secretary

STATE OF KENTUCKY )  
                          ) ss  
COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me a Notary Public by Ronald G. Silvers as President of Patio Homes Of Glenmary III Residents, Association, Inc., this 21st day of December, 1995

My commission expires: My Comm.

Lisa Davis  
Notary Public

STATE OF KENTUCKY )  
                          ) ss  
COUNTY OF JEFFERSON)

Subscribed, sworn to and acknowledged before me a Notary Public by John D. Queenan as Secretary of Patio Homes Of Glenmary III Residents, Association, Inc., this 21st day of December, 1995.

My commission expires: My Comm.

Lisa Davis  
Notary Public

This Instrument Prepared By:

Harold W. Thomas  
Harold W. Thomas

THOMAS & DODSON  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40227  
(502) 426-1700

ORIGINAL DOCUMENT

159333

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Deputy Clerk: STACIE





AMENDED  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

**GLENMARY SUBDIVISION, SECTION 7**

PLAT AND SUBDIVISION BOOK 40, Page 29  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 7), is made on November 19, 1993, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**Existing Property.** The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 through 24, inclusive, as shown on the plat of Glenmary Subdivision Section 7, of record in Plat and Subdivision Book 40, Page 29, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

**Additions to Existing Property.** Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Developments. Developer intends to make this section containing 24 lots a part of a larger community being developed in accordance with current plans known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

**(2) Approval of Construction Plans.**

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

**(3) Nuisances.**

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**(4) Use of Other Structures, Garages and Vehicles.**

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

**(5) Animals.**

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

**(6) Mail and Paper Boxes; Hedges and Fences. Ornamental Garden Material; Antennae.**

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

(g) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the

sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

**(7) Clothes Lines.**

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

**(8) Business; Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

**(9) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

**(10) Drainage.**

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

**(11) Underground Utility Service.**

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall

remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

**(12) Disposal of Trash.**

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

**(13) Drains.**

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

**(14) Insurance Required.**

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary III Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

**(15) Obligation to Reconstruct or Repair.**

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

**(16) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the

Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(17) Enforcement.**

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(18) Invalidation.**

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(19) Fees for Subdivision Fund: Lien.**

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1992. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(20) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(21) Residents Association.**

Developer has incorporated the Patio Homes at Glenmary III Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary III shall be a Class A member of the Patio Homes at Glenmary III Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws; rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary III and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary III. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Patio Homes at Glenmary III and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The

monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary III and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$79.50 per lot for 1993. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or

record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgements, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

**(22) Party Walls.**

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the

purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(23) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(24) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(25) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(26) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.

**(27) Maintenance of Open Space and Signature Walls.**

The Glenmary Homeowners Association, Inc. will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article,



128340  
9/29/93

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 7

PLAT AND SUBDIVISION BOOK 40, Pages 29  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 7), is made on September 29, 1993, by HFH, Inc. with principle office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

128340  
9/29/93  
BEING LOTS 1 through 24, inclusive, as shown on the plat of Glenmary Subdivision Section 7, of record in Plat and Subdivision Book 40, Pages 29, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

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Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

(2) Approval of Construction Plans.

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(4) Use of Other Structures, Garages and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

(5) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

(6) Mail and Paper Boxes; Hedges and Fences, Ornamental Garden Material; Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at a central location and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

(g) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall

be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(7) Clothes lines.

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

(8) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

(9) Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

(10) Drainage.

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

(11) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(12) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other

waste shall not be kept except in sanitary containers. if trash is placed on lot, owner must remove within thirty (30) days.

(13) Drains.

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

(14) Insurance Required.

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary III Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

(15) Obligation to Reconstruct or Repair.

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

(16) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and

restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(17) Enforcement.

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19) and (20) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(18) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(19) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1992. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of

any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(20) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(21) Residents Association.**

Developer has incorporated the Patio Homes at Glenmary III Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary III shall be a Class A member of the Patio Homes at Glenmary III Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws; rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary II and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary III. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance

of the Patio Homes at Glenmary III and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary III and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement, painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$79.50 per lot for 1993. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgements, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

(22) Party Walls.

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(23) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(24) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(25) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(26) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.



AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 8

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION SECTION 8, is made on February 20, 1997 by HFH, INC., whose principal office and place of business is 10801 Electron Drive, Suite 308, Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of Covenants for Glenmary Subdivision, Section 8 dated February 24, 1994, of record in Deed Book 6422, Page 384 in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc. and, pursuant to paragraph 16 of the Declaration, is authorized to amend the Declaration; and

WHEREAS, the consent of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc. (the "Association") is also required pursuant to Paragraph 16 of the Declaration in order to amend the Declaration;

NOW, THEREFORE, Developer and the Association hereby amends the Declaration as follows:

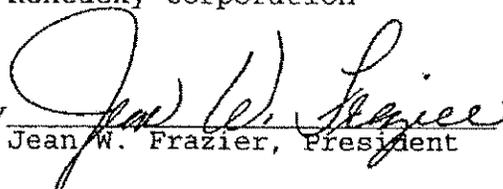
1. The first sentence of Paragraph 23 of the Declaration is deleted in its entirety.

2. Paragraph 28 of the Declaration, entitled "Maintenance of Recreation Space" is deleted in its entirety.

3. By its execution hereof, the Association certifies that 75% or more of those persons entitled to vote pursuant to the Articles of Incorporation of the Association have voted in favor of the amendments to the Declaration set forth herein.

WITNESS the signature of Developer and the Association by their duly authorized officers on February 20, 1997.

HFH, INC.  
a Kentucky corporation

By   
Jean W. Frazier, President

community being developed in accordance with current plans known as Glenmary Subdivision.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Glenmary shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

**(7) Clothes Lines.**

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

**(8) Business; Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

**(9) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

**(10) Drainage.**

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

**(11) Underground Utility Service.**

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

**(13) Drains.**

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

**(14) Insurance Required.**

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tomado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Patio Homes at Glenmary III Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

**(15) Obligation to Reconstruct or Repair.**

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

**(16) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the

Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(17) Enforcement.**

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19), (20) and (21) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(18) Invalidation.**

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(19) Fees for Subdivision Fund; Lien.**

Effective with the occupancy of a patio home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1994. This same amount shall automatically be charged annually until the Glenmary Homeowners Association Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(20) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(21) Residents Association.**

Developer has incorporated the Patio Homes at Glenmary III Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Patio Homes at Glenmary III shall be a Class A member of the Patio Homes at Glenmary III Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws; rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Patio Homes at Glenmary III and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Patio Homes at Glenmary III. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Patio Homes at Glenmary III and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The

monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Patio Homes at Glenmary III and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$79.50 per lot for 1994. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or

purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(23) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(24) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(25) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(26) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.

**(27) Maintenance of Open Space and Signature Walls.**

The Glenmary Homeowners Association, Inc. will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article,



AS AMENDED ON OCTOBER 11, 1999

## I. INDENTITY

These are the Bylaws of the PATIO HOMES AT GLENMARY III RESIDENTS ASSOCIATION, INC., hereinafter sometimes referred to as the "Corporation" or the "Association" which term may be used interchangeably, a corporation not for profit under the laws of the State of Kentucky. The Association has been organized for the purpose of administering the Patio Homes Community with commonly owned property and common maintenance, repair and upkeep of such property as provided in the Declaration and as described in the Articles of Incorporation.

All terms as used herein shall have the same definitions as in the Articles of Incorporation.

### A. OFFICE

The office of the Corporation shall be the mailing address of Post Office Box 91511, Louisville, Kentucky 40291.

### B. FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

### C. SEAL

The seal of the Corporation shall bear the name of the Corporation, the word "Kentucky", the words "Corporation Not-For-Profit" and the year of the incorporation.

## II. MEMBER'S MEETINGS

### A. ANNUAL MEETING

The annual members' meeting shall be held in October of each year beginning in 1999, with the date, time and location of the meeting to be determined by the President of the Board of Directors or by a majority of owners. At the annual meeting, the Lot-owners shall elect members of the Board for the upcoming calendar year and transact any other business authorized to be transacted. Board members will serve for one calendar year and may be re-elected.

### B. SPECIAL MEMBER'S MEETING

The President of the Board or a majority of Board members may call special members' meetings. A special meeting must be called by those officers upon receipt of a written request from a majority of the Lot-owner-members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. A special meeting will be held on the date, time and place as specified by the Board of Directors but not later than 30 days upon request by a majority of Lot owners.

### C. NOTICE OF MEETINGS

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Written notice of the annual meeting of Lot-owners-members, special meetings of Lot-owners-members and regular Board meetings shall be posted at conspicuous locations within the community. Notices of annual meeting or special Lot-owner-members meeting shall be mailed to each Lot-owner-member entitled to attend the meeting except for Lot-owner-members who waive the notice in writing (notice of a meeting may be waived before or after a meeting). The notice will be mailed to the address that appears on the roster of Lot-owner-members. Notice of the annual Lot-owner-members meeting, or special lot-owners-meetings, shall be mailed and posted at a conspicuous place in the community no later than seven days (7) days prior to the meeting. Lot-owner-members of the Association may take action by written agreement, signed by a majority of the Lot-owner-members of the Association without meeting.

### D. QUORUM

A majority of Lot-owner-members shall constitute a quorum. A quorum means thirty-three Lot-owner-members. Decisions shall be made by owners of a majority of the Lots represented at a meeting at which a quorum is represented either by attendance or by proxy vote. The acts approved by a majority of votes cast at a meeting, at which a quorum is represented by attendance or by proxy vote, shall constitute the acts of the Lot-owner-members, except when approval by a greater number of Lot-owner-members is required by the Declaration, the Articles of Incorporation, of these Bylaws.

### E. VOTING

At any meeting of Lot-owner-members, the owners of Lots shall be entitled to cast one vote for each Lot owned provided that no maintenance fee payment and /or special assessment payment is more than 30 days in arrears. The number of ineligible voters will not affect the definition of a majority as stated in Section D. Voting rights shall be as provided in the Declaration.

### F. PROXIES

Lot-owner-members may vote by written proxy. A proxy expires 90 days from the date thereof and may be used only for the purpose for which it is given. To be effective for a meeting, a proxy must be filed with an Officer of the Board of Directors before the meeting is adjourned. All proxies are to be entered into the record of the minutes of the meeting.

### G. POLLING OF OWNERS-VOTING BY MAIL

From time to time, the Board may poll the Lot-owner-members by mail for their vote and decision regarding a matter. If a majority of the Lot-owner-members return their vote by mail, then the decision of the majority of the Lot-owner-members polled will stand subject to the Declaration, Articles of Incorporation, or these Bylaws.

### H. ADJOURNED MEETINGS

Any meeting of Lot-owner-members that cannot be organized because of a lack of a quorum may be adjourned. If an adjourned meeting is rescheduled, any business that might have been transacted at the original meeting may be transacted without further notice to the Lot-owner-members.

## I. VOTER'S LIST

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The Secretary shall furnish and certify a list of the Lot-owner-members entitled to vote at each meeting and the list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote.

## J. ORDER OF BUSINESS

The order of business at Lot-owners-members' meetings shall be:

1. Call to order by the President;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of minutes;
5. Reports of Officers;
6. Reports of Committees;
7. Election of inspectors of elections;
8. Determination of number of Board members;
9. Election of Board members;
10. Old business;
11. New business;
12. Adjournment.

## K. PROVISIO

No proceedings of any meeting of Lot-owner-members of the Association shall have any effect, unless approved by the Board, until such time as the Lot-owner-members shall be entitled to vote as provided in the Articles of Incorporation.

## L. MINUTES

The minutes of all meetings of Lot-owner-members and the Board of Directors may be kept in a typed, written or electronically form and shall be available for inspection by Lot-owner-members, or their authorized representatives, and Board members at any reasonable time; however, a permanent hard copy signed by the President and the Secretary shall be maintained as the official copy. The Association shall retain these minutes for a period of not less than seven (7) years.

## III. BOARD OF DIRECTORS

### A. MEMBERSHIP

A Board of Directors composed of seven (7) Lot-owner-members shall manage the affairs of the Corporation.

### B. ELECTION OF BOARD MEMBERS

Election of Board members shall be held at the annual Lot-owner-members meeting after the Board of Directors presents a slate of candidates to the Lot-owner-members. Any Lot-owner-member desiring to be a candidate for Board membership may be nominated from the floor.

### C. VACANCIES

If a Board member vacates his or her position(s), the remaining Board members may appoint another Lot owner to serve for the remainder of the term.

**D. REMOVAL**

Any member of the Board may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all Lot owners entitled to vote. A special meeting of the Lot owners to recall a member or members of the Board may be called by at least ten (10%) of the Lot owners. Lot owners who call a special meeting to recall board members must give notice of the meeting as required for a meeting of Lot owners. Notice of a special meeting to recall a board member or members shall state the purpose of the meeting.

**E. TERM**

The term of a Board member shall be for one calendar year and subsequently until his successor is duly elected and qualified or until he or she is removed. A Board member may be re-elected to serve on the Board.

**F. ORGANIZATION MEETING**

The organization meeting of a newly-elected Board shall be held within thirty (30) days of its election as such time and place as shall be fixed by the Board at the meeting at which it was elected. No further notice of the organization meeting shall be required.

**G. REGULAR BOARD MEETINGS**

All Board meetings shall be open to all Lot owners. Regular meetings of the Board may be held at such time and place as shall be determined by a majority (four members) of Board members. Lot owners in attendance at a Board meeting may be heard, but voting on matters brought before the Board is reserved to the Board members.

**H. SPECIAL BOARD MEETINGS**

The President may call special meetings of the Board at any time. At the written request of two members of the Board, the Secretary or Treasurer must call such special meeting. Notice of special meetings shall state the time, place and purpose of the meeting.

**I. NOTICE OF BOARD MEETINGS**

Notice of every Board meeting shall be given to each member of the Board personally or by ordinary mail, postage prepaid, telephone or telegraph, E-mail, or fax and shall be transmitted at least three (3) days prior to the meeting. A notice of each meeting shall be posted conspicuously in the Community at least Forty-eight (48) hours in advance, except in cases of an emergency, for the attention of Lot-owners-members of the Association.

**J. WAIVER OF NOTICE**

Any Board member may waive notice of any Board meeting before or after the meeting. Such waiver shall be deemed equivalent to the giving of notice. Such waiver shall be made in writing.

**K. ACTION WITHOUT MEETING**

A majority of the Board may take action by written agreement without meeting.

**L. QUORUM**

A quorum at the Board meeting shall consist of a majority (four (4) members) of the members of the Board. Acts of a majority of those present at a meeting at which a quorum is present shall constitute acts of the entire Board except when approval by a greater number of Board members is required by the Declaration, the Articles of Incorporation, or these Bylaws.

**M. ADJOURNED MEETINGS**

Any meeting of the Board when there is less than a quorum present may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**N. ORDER OF BUSINESS**

The order of business at a Board meeting shall be:

1. Calling of the roll;
2. Proof of due notice of meeting;
3. Reading and disposal of minutes;
4. Reports of Officers and Committees;
5. Election of Officers as required;
6. Old business;
7. New business;
8. Adjournment.

**O. BOARD COMPENSATION**

No Board member shall receive compensation for service in such capacity.

**P. POWERS AND DUTIES OF THE BOARD**

The Board shall have all of the powers and duties of the Association existing under the laws of the State of Kentucky, the Declaration, the Articles of Incorporation and these Bylaws. All such powers shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Lot owners when that is specially required.

**Q. OFFICERS OF THE BOARD**

The Officers of the Board shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected annually by a majority of the Board present at a meeting at which a quorum is present. The Board may appoint other Officers and grant them the duties it deems appropriate. Officers serve at the pleasure of the Board. A person may hold more than one office except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Officers shall perform the duties of such officers customarily performed by officers of corporations. No officer shall receive compensation for services in such capacity.

**1. PRESIDENT**

The president shall be the chief executive Officer of the Association. The President shall have all the power and duties that are usually vested in the office of the President by law, including, but not limited to, the power to appoint committees from among the Lot-owner-members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

**2. VICE-PRESIDENT**

The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He shall also assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board or permitted by law.

**3. THE SECRETARY**

The secretary shall keep the minutes of all proceedings of the Board and the Association. He shall attend to the serving of all notices to the Lot owners and Board and other notices required by law, the Declaration, the Articles of Incorporation or these Bylaws. The secretary shall have custody of the seal of the Corporation and shall affix it to instruments requiring a seal when duly signed. The secretary shall keep the records of the Corporation and perform all other duties incident to the office of the Secretary of a Corporation as may be required by the Board.

**4. THE TREASURER**

The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep records of account of the Corporation, either in writing or electronically, in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board or Association for examination at reasonable times. The Treasurer shall be responsible for collecting maintenance fees and any other monies due the Association and depositing those fees in a bank account owned by the Association. The Treasurer will also be responsible for paying bills of the Association.

**5. SECRETARY-TREASURER**

The position of Secretary and Treasurer may be combined and held by one person.

**IV. MANAGEMENT**

The provisions for management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

**A. ACCOUNTS**

1. Receipts and Expenditures - The Corporation shall maintain accounts of receipts and expenditures of the Association in accordance with generally accepted accounting principles. Every Lot-owner-member shall have the right to inspect and copy said accounts during accessible hours at the location where the accounts and receipts are maintained upon reasonable notice.

each Lot designating the name and current mailing address of the Lot-owner-member, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

#### B. BUDGET

The Board shall propose a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for current operating expenses, to provide for the common maintenance, deferred maintenance, replacement of existing assets and property as provided for in the Declaration and the Articles of Incorporation.

#### C. ADOPTION

The Board will adopt a budget on an annual basis at a meeting called for that purpose. In the alternative, the Board may propose a budget to the Lot owners at a meeting of Lot-owner-members or in writing, and if the budget or proposed budget is approved by the Lot-owner-members at the meeting by a majority of all Lot-owner-members in writing, the budget shall be adopted.

#### D. ASSESSMENTS

Each Lot-owner-member shall pay maintenance fees and / or assessments monthly. Said payments shall be due and payable automatically without further notice.

#### E. PAST DUE ASSESSMENTS

If maintenance fees and /or assessments are not paid when due then such past due fees shall bear interest at the rate of twelve (12%) percent per annum. An unpaid maintenance fee and /or assessment shall become a continuing lien on the property subordinate to the lien of any mortgage. Such unpaid maintenance fees and /or assessments shall be and shall remain the personal obligation of the Lot owner and shall be enforceable against the Lot owner as provided in the Declaration.

#### F. REPORTS

A report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Lot-owner-member no later than April 1, of the year following the year for which the report is made.

### V. AMENDMENTS

#### A. PROPOSITION

Any member of the Association at any meeting of the Board or of the entire membership of the Association may propose an amendment. Board members of the Association not present at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the Secretary at or prior to the meeting.

#### B. ADOPTION

The Bylaws may be amended by affirmative vote or by written consent of not less than two-thirds (2/3), (forty-three (43) Lot owners), of the votes of the entire Lot-ownership-membership of the Association. No



This Instrument Prepared By:



Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN2000108610  
Lodged By: THOMAS & DODSON  
Recorded On: 08/14/2000 02:19:37  
Total Fees: 24.00  
Transfer Tax: .00  
County Clerk: Bobbie HoIsclaw-JEFF CO KY  
Deputy Clerk: KELMAL

OF DOCUMENT

AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 8

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION SECTION 8, is made on February 20, 1997 by HFH, INC., whose principal office and place of business is 10801 Electron Drive, Suite 308, Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of Covenants for Glenmary Subdivision, Section 8 dated February 24, 1994, of record in Deed Book 6422, Page 384 in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc. and, pursuant to paragraph 16 of the Declaration, is authorized to amend the Declaration; and

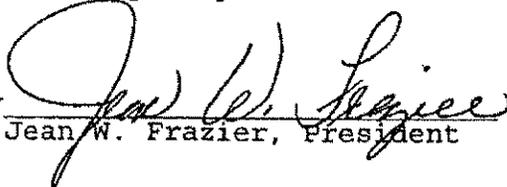
WHEREAS, the consent of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Patio Homes at Glenmary III Residents Association, Inc. (the "Association") is also required pursuant to Paragraph 16 of the Declaration in order to amend the Declaration;

NOW, THEREFORE, Developer and the Association hereby amends the Declaration as follows:

1. The first sentence of Paragraph 23 of the Declaration is deleted in its entirety.
2. Paragraph 28 of the Declaration, entitled "Maintenance of Recreation Space" is deleted in its entirety.
3. By its execution hereof, the Association certifies that 75% or more of those persons entitled to vote pursuant to the Articles of Incorporation of the Association have voted in favor of the amendments to the Declaration set forth herein.

WITNESS the signature of Developer and the Association by their duly authorized officers on February 20, 1997.

HFH, INC.  
a Kentucky corporation

BY   
Jean W. Frazier, President



AMENDMENT TO  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 9

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION SECTION 9, is made on February 20, 1997 by HFH, INC., whose principal office and place of business is 10801 Electron Drive, Suite 308, Jeffersontown, Kentucky 40299 ("Developer").

WHEREAS, Developer has filed a Supplementary Declaration of Covenants for Glenmary Subdivision, Section 9 dated April 1, 1994, of record in Deed Book 6437, Page 35 in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Developer is the only person entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc. and, pursuant to paragraph 16 of the Declaration, is authorized to amend the Declaration; and

WHEREAS, the consent of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Golf Homes at Glenmary Residents Association, Inc. (the "Association") is also required pursuant to Paragraph 16 of the Declaration in order to amend the Declaration;

NOW, THEREFORE, Developer and the Association hereby amends the Declaration as follows:

1. All references to the plat of Glenmary Subdivision Section 9 shall be deemed references to the revised plat recorded in Plat and Subdivision Book 40, Page 86, recorded in the office of the Clerk of Jefferson County, Kentucky.

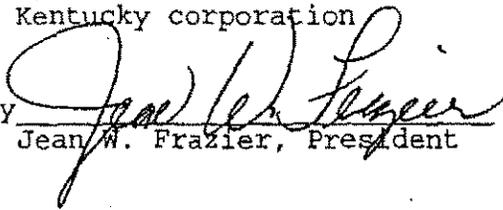
2. The first sentence of Paragraph 23 of the Declaration is deleted in its entirety.

3. Paragraph 28 of the Declaration, entitled "Maintenance of Recreation Space" is deleted in its entirety.

4. By its execution hereof, the Association certifies that 75% or more of those persons entitled to vote pursuant to the Articles of Incorporation of the Association have voted in favor of the amendments to the Declaration set forth herein.

WITNESS the signature of Developer and the Association by their duly authorized officers on February 20 1997.

HFH, INC.  
a Kentucky corporation

BY   
Jean W. Frazier, President

GOLF HOMES AT GLENMARY  
RESIDENTS ASSOCIATION, INC.  
a Kentucky corporation

By Jean Vorbeck  
Title: President

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on Feb 10, 1997 by Jean W. Frazier, President of HFH, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires: July 29, 2000

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on Jan 10, 1997 by Jean Vorbeck, President of Golf Homes at Glenmary Residents Association, Inc., a Kentucky corporation, on behalf of the corporation.

Karan L. McGraw  
Notary Public  
My Commission Expires: 12/30/2000

Instrument Prepared By:

Timothy W. Martin  
BROWN, TODD & HEYBURN PLLC  
3200 Providian Center  
Louisville, Kentucky 40202-3363  
(502) 589-5400

Timothy W Martin

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2/17/97 41727

Document No: 1997041727  
Lodged By: b t h  
Recorded On: Apr 01, 1997 01:48:54 P.M.  
Total Fees: \$12.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: LIS:MD

END OF DOCUMENT

D

BOOK 06437 0035

SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 9

PLAT AND SUBDIVISION BOOK 40, Page 86  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION (Section 9), is made on April 1, 1994, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**Existing Property.** The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 through 24, inclusive, as shown on the plat of Glenmary Subdivision Section 9, of record in Plat and Subdivision Book 40, Page 86, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and re-recorded in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

**Additions to Existing Property.** Additional lands may become subject to this Declaration in any of the following manners:

(5) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

(6) Mail and Paper Boxes; Hedges and Fences, Ornamental Garden Material; Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at central locations and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fence material to be of wood, masonry, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Developer or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

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

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

**(7) Clothes Lines.**

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

**(8) Business; Home Occupations.**

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

**(9) Signs.**

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

**(10) Drainage.**

Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each home owner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the home owner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem.

**(11) Underground Utility Service.**

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot owner, as shown on the recorded plat of Glenmary, shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

**(12) Disposal of Trash.**

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on lot, owner must remove within thirty (30) days.

**(13) Drains.**

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

**(14) Insurance Required.**

The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Golf Homes at Glenmary Residents Association, Inc., hereinafter sometimes referred to as the "Residents Association", jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Residents Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Residents Association evidence of a proper renewal policy.

**(15) Obligation to Reconstruct or Repair.**

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under paragraph 2 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

**(16) Restrictions Run With Land.**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the

Glenmary Homeowners Association, Inc., and by 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Golf Homes at Glenmary Residents Association, Inc. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**(17) Enforcement.**

Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Glenmary Subdivision, by a property owners association or a maintenance association to be formed under paragraphs (19), (20) and (21) respectively as set out below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

**(18) Invalidation.**

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

**(19) Fees for Subdivision Fund; Lien.**

Effective with the occupancy of a golf home on any lot, the homeowner will automatically be a Class A member of the Glenmary Homeowners Association, Inc.

X  
Every Lot owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per lot for 1994. This same amount shall automatically be charged annually until the Glenmary Homeowners Association, Inc. gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Glenmary Homeowners Association Inc.

All annual fees shall constitute a lien upon the lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

**(20) Homeowners Association.**

Developer has incorporated the Glenmary Homeowners Association, Inc., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore, and the duties for which they are responsible.

**(21) Residents Association.**

Developer has incorporated the Golf Homes at Glenmary Residents Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in the Golf Homes at Glenmary shall be a Class A member of the Golf Homes at Glenmary Residents Association, Inc. and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of the Residents Association. Such Owner and member shall abide by the Residents Association's by-laws; rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Residents Association's Board of Directors.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property and the Residents Association shall also be responsible for all lawn and grass mowing. Additionally the Residents Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Residents Association to maintain the building exteriors, roofs, streets, walkways and lawns of the property located in the Golf Homes at Glenmary and no Lot owner shall paint, repair or replace any of the property for which the Residents Association is responsible nor shall any Lot owner mow or cut any grass on the property at any time; this being a function of the Residents Association to maintain the uniform appearance of the Golf Homes at Glenmary. Every Lot owner, by acceptance of a deed for any lot acknowledges the need and purpose for the common maintenance of the Golf Homes at Glenmary and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a Building Site shall pay to the Residents Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Association's by-laws. The

monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Golf Homes at Glenmary and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner, except Developer, shall pay a monthly maintenance fee on the first day of each month, which fee shall be \$79.50 per lot for 1994. This same amount shall automatically be charged monthly until the Residents Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Residents Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be set forth the purpose of the meeting.

The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the Lot owners and assessments applicable thereto which shall upon demand, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court

Supplementary Declaration<sup>10</sup> of Covenants, Conditions & Restrictions

of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgements, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

The Common Properties shall be exempt from the assessments and the charge and lien created hereby.

**(22) Party Walls.**

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

(a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.

(c) The right at reasonable times to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the

obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring.

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

(23) The Glenmary Golf and Recreation Club, Inc. will manage the golf course, building, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within Glenmary Subdivision will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time 60 days after occupancy of a house constructed on the lot by or for the Lot owner. After the 60-day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(24) Membership in the Glenmary Golf and Recreation Club, Inc. will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(25) Owners of lots, homes or any residents understand that Glenmary Golf and Recreation Club, Inc. will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(26) Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Lot owner.

**(27) Maintenance of Open Space and Signature Walls.**

The Glenmary Homeowners Association, Inc. will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this

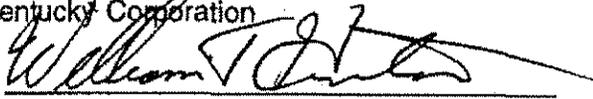
Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified, or cancelled, then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary Subdivision unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance. No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph 27 shall not be amended by the Community Association.

**(28) Maintenance of Recreation Space.**

HFH, Inc. will retain ownership of the recreation space and will be responsible for maintaining the recreation space which is an integral part of the subdivision community and development.

WITNESS the signature of Developer by its duly authorized officer on this day of April, 1994.

HFH, INC. - Glenmary Subdivision  
a Kentucky Corporation

By: 

STATE OF KENTUCKY     )  
  )SS  
COUNTY OF JEFFERSON    )

The foregoing instrument was acknowledged before me this 1st day of April, 1994, by William T. Stinson, as President of HFH, Inc., Glenmary Subdivision, a Kentucky Corporation, on behalf of the corporation.

My commission expires: 4/27/96

  
NOTARY PUBLIC, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:  
  
CHARLES W. STINSON, Attorney at Law  
101 Bullitt Lane, Suite 450  
Louisville, KY 40222  
(502) 329-8900

**BYLAWS  
OF  
GOLF HOMES AT GLENMARY RESIDENTS ASSOCIATION, INC.  
A CORPORATION NOT-FOR-PROFIT**

**I. IDENTITY**

These are the Bylaws of GOLF HOMES AT GLENMARY RESIDENTS ASSOCIATION, INC., hereinafter sometimes referred as the "Corporation" or the "Association" which term may be used interchangeably, a corporation not-for-profit Under the laws of the State of Kentucky. The Association has been organized for the purpose of administering the Golf Home Community with commonly owned property and common maintenance, repair and upkeep of such property as provided in the Declaration and as described in the Articles of Incorporation. All terms as used herein shall have the same definitions as in the Articles of Incorporation.

**A. Office**

The office of the Corporation shall be that of the elected Treasurer or P. O. Box assigned by the Board.

**B. Fiscal Year**

The fiscal year of the Corporation shall be the calendar year.

**C. Seal**

The seal of the Corporation shall bear the name of the Corporation, the word "Kentucky," the words "Corporation Not-For-Profit" and the year of incorporation.

**II. MEMBER'S MEETINGS**

**A. Annual Meeting**

The annual members' meeting shall be held during the month of October each year. Meeting to be held at an appointed location in Jefferson County, Kentucky, as the majority or the President shall determine. At each annual meeting, the Lot-owners shall elect members of the Board and transact any other business authorized to be transacted. Board members shall serve from January 1<sup>st</sup> through December 31<sup>st</sup> following election.

#### B. Special Members' Meetings

Special members' meetings, to be held at the place provided for annual meetings, may be called by the President or by a majority of the Board. A special meeting must be called by those Officers upon receipt of a written request from a majority of Lot-owners-members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

#### C. Notice

Written notice of a meeting of Lot-owners-members stating the time and place and purposes for which the meeting is called shall be given by the Officer calling the meeting. A copy of the notice shall be mailed by regular mail, postage pre-paid, to each Lot-owner-member entitled to attend the meeting except Lot-owners-members who waive the notice in writing. The mailing shall be to the address of the Lot-owner-member as it appears on the roster of Lot-owners-members. The mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Notice of a meeting may be waived before or after the meeting. Lot-owners-members of the Association may take action by written agreement, signed by a majority of the Lot-owners-members of the Association without a meeting.

#### D. Quorum

The owners of a majority of the Lots constitute a quorum. Decisions shall be made by owners of a majority of the Lots represented at a meeting at which quorum is present. The acts approved by a majority of the votes cast at a meeting, at which a quorum is present, shall constitute the acts of the Lot-owners-members as required by the Declaration, the Articles of Incorporation, or these Bylaws.

#### E. Voting

At any meeting of Lot-owners-members, the owners of Lots shall be entitled to cast one vote for each Lot owned. Voting rights shall be provided in the Declaration.

#### F. Proxies

Lot owners may vote by written proxy. A proxy expires 90 days from the date there of and may be used only for the purpose for which it is given. To be effective for a meeting, a proxy must be filed with the Secretary before the meeting is adjourned. All proxies are to be entered into the record of the minutes of the meeting.

#### G. Adjourned Meetings

Any meeting of Lot-owners-members that cannot be organized because of lack of a quorum may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

#### H. Voter's List

The Secretary shall furnish and certify a list of the Lot-owners-members entitled to vote at each meeting and the list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote at such meeting.

#### I. Order of Business

The order of business at Lot-owners-members' meetings shall be:

1. Call to order by President;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of minutes;
5. Reports of Officers;
6. Reports of committees;
7. Election of inspectors of elections;
8. Determination of number of Board Members
9. Election of Board members;
10. Old business;
11. New business;
12. Adjournment.

#### J. Proviso

No proceedings of any meeting of Lot-owners-members of the Association shall have any effect, unless approved the Board, until such time as the Lot owners shall be entitled to vote as provided in the Articles of Incorporation.

#### K. Minutes

The minutes of all meetings of Lot owners and the Board shall be kept in a book available for inspection by Lot owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

### III. BOARD OF DIRECTORS

#### A. Membership

The affairs of the Corporation shall be managed by a Board of Directors composed of seven (7) Lot owners.

#### B. Election of Board Members

Election of Board members shall be held at the annual members' meeting. Any Lot owner desiring to be a candidate for Board membership may be nominated from the floor. Only one (1) candidate from each lot may be elected to the Board. Any owners of multiple units may only be a candidate for one board position.

#### C. Vacancies

Vacancies on the Board shall be filled by vote of the Board members within 30 days. New members are to serve the unexpired term of said vacancy.

#### D. Removal

Any member of the Board may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all Lot owners entitled to vote. A special meeting of the Lot owners to recall a member or members of the Board may be called by at least ten percent of the Lot owners giving notice of the meeting, as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting.

#### E. Term

The term of a Board member extends until the end of the calendar year and subsequently until his successor is duly elected and qualified or until he is removed.

#### F. Organization Meeting

The organization meeting of a newly-elected Board shall be held within (30) days of its election at such place and time as shall be fixed by the Board at the meeting at which it was elected. No further notice of the organization meeting is necessary.

#### G. Regular Board Meetings

All Board meetings shall be open to all Lot owners. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Board.

#### H. Special Board Meetings

Special meetings of the Board may be called by the President at any time. At the written request of two members of the Board, the Secretary must call such special meeting. Notice of special meetings shall state the time, place and purpose of the meeting.

#### I. Notice of Meetings

Notice of every meeting shall be given to each member of the Board personally or by ordinary mail, postage prepaid, telephone or telegraph and shall be transmitted at least three (3) days prior to the meeting except in cases of emergency.

#### J. Waiver of Notice

Any Board member may waive notice of any Board meeting before or after the meeting. Such waiver shall be deemed equivalent to the giving of notice. Such waiver shall be made in writing.

#### K. Action Without Meeting

The Board may take action by written agreement without meeting.

#### L. Quorum

A quorum at the Board meeting shall consist of a majority of the members of the Board. Acts of a majority of those present at a meeting at which a quorum is present shall constitute acts of the entire Board except when approval by a greater number of Board members is required by the Declaration, the Articles of Incorporation, or these Bylaws.

#### M. Adjourned Meetings

Any meeting of the Board when there is less than a quorum present may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

#### N. Order of business

The order of business at a Board meeting shall be:

1. Calling of roll;
2. Proof of due notice of meeting;
3. Reading and disposal of minutes;
4. Reports of Officers and committees;
5. Election of Officers;
6. Old business;
7. New business;
8. Adjournment

#### O. Board Compensation

No Board member shall receive compensation for service in such capacity.

#### P. Powers and Duties of the Board

The Board shall have all of the powers and duties of the Association existing under the laws of the State of Kentucky, the Declaration, Articles of Incorporation and these Bylaws. All such powers shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Lot owners when that is specifically required.

#### Q. Officers

The Officers of the Board shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected annually by a majority of the Board present at a meeting at which a quorum is present. The Board may appoint other Officers and grant them the duties it deems appropriate. Officers serve at the pleasure of the Board. A person may hold more than one office except that the President may not also be the Secretary-Treasurer. No person shall sign an instrument nor perform an act in the capacity of more than one office. The officers shall perform the duties of such Officers customarily performed by officers of corporations. No officer shall receive any compensation for services in such capacity.

##### 1. President

The President shall be the Chief Executive Officer of the Association. He/she shall have all the power and duties that are usually vested in the office of the president by law, including, but not limited to, the power to appoint committees from among the Lot-owners-members from time to time to assist in the conduct of the affairs of the Association as he/she in his/her discretion may determine appropriate. The President is an ex-officio member on all committees.

## 2. Vice President

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/she shall also assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board or permitted by law.

## 3. Secretary

The Secretary shall keep the minutes of all proceedings of the Board and the Association. He/she shall attend to the serving of all notices to the Lot owners and Board and other notices required by law, the Declaration, the Articles of Incorporation or the Bylaws. He/she shall have custody of the seal of the Corporation and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Corporation and perform all other duties incident to the office of Secretary of a Corporation as may be required by the Board.

## 4. Treasurer

The Treasurer shall keep the records of the Corporation and perform all other duties incident to the office of Treasurer of the Corporation as may be required by the Board.

He/she shall also have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account of the Corporation in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board or Association of examination at reasonable times. The Treasurer and all others who have checking authority shall be bonded or insured.

## R. Insurance requirements

The Association shall carry and pay premiums for an indemnification insurance policy covering all Board Members. Furthermore the Association will carry and pay premium for a General Liability policy covering all common areas.

## IV. MANAGEMENT

The provisions for management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

### A. Accounts

## 1. Receipts and Expenditures

The corporation shall maintain accounts of all receipts and expenditures of the Association in accordance with generally accepted accounting principles. Every lot owner shall have the right to inspect and copy said accounts upon reasonable notice to the Treasurer.

## 2. Lot Owner Accounts

The Association shall maintain an account for each Lot designating the name and current mailing address of the Lot owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

## B. Budget

The Board shall propose a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for current operating expenses, to provide for the common maintenance, deferred maintenance, replacement of existing assets and property as provided for in the Declarations and the Articles of Incorporation. The Board has no power to expend funds for items which are not included in the budget without prior approval of a majority of the lot owners either in a called meeting or by soliciting in writing from lot owners.

## C. Adoption

The Board will adopt a budget on an annual basis at a meeting called for that purpose. In the alternative, the Board may propose a budget to the Lot owners at a meeting of Lot-owners-members or in writing, and if the budget or proposed budget is approved by the Lot owners at the meeting by a majority of all Lot owners in writing, the budget shall be adopted.

## D. Assessments

Assessments shall be paid by each Lot owner monthly. Said payments shall be due and payable automatically without further notice.

#### E. Water

The Association and its duly appointed officers maintain the right to enter the homeowners premises to record usage of shared water by conducting periodic water meter readings. Invoices for water/sewage will be prepared and presented to each residence on a bi-monthly basis or as Louisville Water Company sends master invoice to Association.

#### F. Past Due Assessments/Invoices

Assessments/Invoices are defined as any Board approved fee and/or expense to be shared by all Lot owners-members including but not limited to regular monthly maintenance fees, water/sewage bills, insurance premiums, special assessments, and/or other expenses approved by the Board.

A late fee of \$25.00 shall apply to all regular monthly maintenance assessments overdue by 30 days or more. All assessments/invoices not paid within 30 days of due date shall bear interest at the rate of twelve percent (12%) per annum and shall together with the late fee penalty and all collection costs and legal fees become a continuing lien on the property subordinate to the lien of any mortgage and such assessment shall be and shall remain the personal obligation of the Lot owner and shall be enforceable against him/her/them all as provided in the Declaration. The Board reserves the right to enter home owners premises with proper entitled notice procured, to disconnect water meter accessibility due to default, delinquency, and/or continuing non-payment of water assessment.

#### G. Reports

A report of the accounts of the Association shall be made annually and a copy of report shall be furnished to each Lot-owner-member not later than April 1, of the year following the year for which the report is made.

### V. AMENDMENTS

#### A. Proposition

An amendment may be proposed by any member of the Association at any meeting of the Board or of the entire membership Association. Board members of the Association not present at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the Secretary at or prior to the meeting.

B. Adoption

The Bylaws may be amended by affirmative vote or by written consent of not less than two-thirds (2/3) of the votes of the entire Lot-ownership-membership of the Association. No Bylaws shall be revised or amended by reference to its title or number only.

C. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

I, Linda Crowe, Secretary of GOLF HOMES AT GLENMARY RESIDENTS ASSOCIATION, INC., hereby certify that the foregoing Bylaws were adopted by the Corporation, the 8 day of Oct, 1998

GOLF HOMES AT GLENMARY  
RESIDENTS ASSOCIATION, INC.

BY:

Jein Torbeck

DATE:

10-10-98

06437 0048

*Original*

ARTICLES OF INCORPORATION

OF

GOLF HOMES AT GLENMARY RESIDENTS ASSOCIATION, INC.

The undersigned incorporator, hereby forms a nonprofit corporation without capital stock or stockholders under and by virtue of the laws of the Commonwealth of Kentucky, and for that purpose adopts the following Articles of Incorporation:

ARTICLE I

1. Name. The name of the Corporation shall be **GOLF HOMES AT GLENMARY RESIDENTS ASSOCIATION, INC.** hereinafter referred to as the "Corporation".

ARTICLE II

2. Duration. The duration of the Corporation shall be perpetual.

ARTICLE III

3. Definitions. The following terms as used in these Articles of Incorporation shall have the following meanings:

(a) "Development" shall mean any and all lots, open space, common area and any and all other property contained within Glenmary Subdivision, Section 9, commonly known as the GOLF HOMES AT GLENMARY.

(b) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting the GOLF HOMES AT GLENMARY, Glenmary Subdivision, Section 9.

(c) "Developer" shall mean HFH, INC., a Kentucky Corporation, its successors or assigns, which shall include, but shall not be limited to any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Articles of Incorporation.

(d) "Lot" shall mean any subdivided lot or similar property which comprises a part of the GOLF HOMES AT GLENMARY, Glenmary Subdivision, Section 9.

(e) "Lot owner" or "Lot-owners-members" shall mean the owner or owners of any Lot in Glenmary Subdivision, Section 9.

ARTICLE IV

4. Purposes. The Corporation is organized under the Kentucky Nonprofit Corporation Act and the purposes for which the Corporation is organized are as follows:

(a) To transact any and all lawful business for which nonprofit corporations may be incorporated under the Kentucky Nonprofit Corporation Act, and to exercise any and all powers that nonprofit corporations may now exercise or which may be exercised in the future under the Kentucky Nonprofit Corporation Act.

(b) To acquire, take title to, own, hold in its own name, sell, transfer and convey any property which the Corporation's Board of Directors shall deem necessary or advisable to promote the purposes of the Corporation.

(c) To promote the social welfare and serve the common good and general welfare of the members of the Corporation.

(d) To construct, operate, manage, maintain, repair and control any common area or areas, located within the Development, whether owned by the Corporation or not, as contemplated by the Declaration.

(e) To provide for the maintenance, painting and repair of the building exteriors, roofs, streets and walkways, of the property, all lawn and grass mowing and maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line.

(f) To exercise and enforce, any and all rights, privileges, duties and obligations assigned to or imposed upon, the Corporation under the Declaration as may be amended from time-to-time or under any future declaration or declarations that affect all, or part of, the Development, it being acknowledged that the Corporation constitutes an association established by the Developer for the purposes set forth in these Articles of Incorporation and in the Declaration.

(g) To assess, levy and collect the assessments as provided in the Declaration.

(h) Notwithstanding any other provision herein contained, the Corporation shall not have any purpose or object, engage in any activity, or exercise any power which is in conflict with any provision contained herein; nor shall the Corporation (i) devote a substantial portion of its activities to attempting to influence legislation by propaganda or otherwise, or (ii) directly or indirectly participate or intervene in

any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE V

5. Powers. The Corporation shall have all of the powers conferred by the Kentucky Nonprofit Corporation Act as enumerated in Chapter 273 of Kentucky Revised Statutes or as enumerated in any successor codification of the laws governing Kentucky Nonprofit Corporations not inconsistent with the applicable provisions of the Internal Revenue Code; and further the Corporation shall have: (i) any and all powers necessary or appropriate to exercise and enforce any right, privilege or obligation granted to or imposed upon the Corporation by the Declaration; (ii) the power to do any and all things which the Board of Directors of the Corporation may deem consistent with the provisions hereof or the Declaration; and (iii) all other powers required for or incidental to the purposes for which the Corporation is organized not inconsistent with Chapter 273 of Kentucky Revised Statutes or applicable provisions of Internal Revenue Code.

ARTICLE VI

6. Registered and Principal Office and Agent. The address of the registered and principal office of the Corporation is 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222, and the name and address of its registered agent is Charles W. Stinson at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222.

ARTICLE VII

7. Directors. The number of directors constituting the initial Board of Directors shall be three (3) and the names and addresses of the persons who are to serve as the initial directors are:

William T. Hinton  
101 Bullitt Lane, Suite 450  
Louisville, Kentucky 40222

Harry S. Frazier, Jr.  
101 Bullitt Lane, Suite 450  
Louisville, Kentucky 40222

Evelyn Pusateri  
101 Bullitt Lane, Suite 450  
Louisville, Kentucky 40222

ARTICLE VIII

8. Members. Membership of the Corporation shall consist of two (2) classes of members, which shall be classified as follows:

(a) Class A members shall be all Lot owners, other than the Developer, and such members shall be entitled to one (1) vote for each lot owned in the GOLF HOMES AT GLENMARRY, Glenmary Subdivision, Section 9 subject to the provisions of Article IX below.

(b) Class B members shall be the Developer which shall be entitled to one (1) vote for each lot owned by it in the GOLF HOMES AT GLENMARRY, Glenmary Subdivision, Section 9.

ARTICLE IX

9. Internal Affairs. The internal affairs of the Corporation shall be governed by the provisions contained in these articles not inconsistent with Chapter 273 of the Kentucky Revised Statute or applicable provisions of the Internal Revenue Code. Specific provisions for the regulation of the Internal Affairs of the Corporation, include but shall not be limited to, the following:

(a) Each member of the Corporation shall be entitled to one (1) vote for each lot owned in the Development; it being provided that if more than one person shall hold an interest in any lot, all such persons collectively shall be members of the Corporation and collectively shall be entitled to one vote for each lot owned in the Development as such owners may determine among themselves. In the event that such joint Lot owners fail to agree as to how their vote shall be cast, the vote for that lot shall not be recorded or counted.

(b) Class A members shall not be entitled to any vote until the happening of one of the following, whichever shall first occur: ✓

(i) When the Developer, in its sole discretion, shall determine; ✓

(ii) When the Developer, in its sole discretion, shall transfer control of the Corporation to the Class A members; ✓

(iii) When 100% of the lots contained in Glenmary Subdivision, Section 9 shall have been sold by the Developer; or, ✓

(iv) January 1, 2010. ✓

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(c) The By-Laws of the Corporation shall be adopted by its Board of Directors and the power to alter, amend, repeal said By-Laws, or adopt new by-laws shall be vested in the Board of Directors.

(d) The affairs of the Corporation shall be managed and conducted by the Board of Directors and such officers as shall be provided by the By-Laws.

(e) Nothing contained in these Articles of Incorporation shall limit the right of Developer to alter in any way its plan for the development of the GOLF HOMES AT GLENMARY, Glenmary Subdivision, Section 9 at any time and from time-to-time.

(f) Upon the final dissolution and liquidation of the Corporation, after payment of all liabilities and obligations of the Corporation shall have been paid and discharged or adequate reserve shall have been set aside for the payment thereof, any remaining assets of the Corporation shall be transferred, distributed or conveyed to one or more organizations to be used in such manner as in the judgment of the Board of Directors will best accomplish the general purposes for which the Corporation was organized and which organizations are exempt under Section 501(c)(3), Section 501(c)(4) or Section 501(c)(7) of the Internal Revenue Code or the provisions of any successor codification of the Federal Tax Laws.

(g) The Corporation shall have neither capital stock nor stockholders and no part of the Corporation's net earnings shall inure to the benefit of the incorporator, any officer, director, individual or member of the Corporation and any gain, profit, net earning or benefit derived by the Corporation shall be devoted exclusively for the purposes set out in these Articles of Incorporation.

#### ARTICLE X

10. Limitation of Director Liability. Personal liability of all Directors of the Corporation shall be eliminated or limited pursuant to the provisions of KRS 273.248 and no Director of the Corporation shall be personally liable for any monetary damages for breach of his duties as a director, except that nothing herein contained shall eliminate or limit the liability of the Director for:

(a) Any transaction in which the Director's personal financial interest is in conflict with the financial interest of the Corporation;

(b) Acts or omissions not in good faith or which involve intentional misconduct or are known to the Director to be a violation of law; or,

(c) Any transaction from which the Director derived an improper personal benefit.



AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 12

PLAT AND SUBDIVISION BOOK 40, PAGE 88  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 6470, Page 447 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. The first sentence in paragraph numbered 7(c) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

2. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

3. Paragraph numbered 11(b) is hereby amended to read as

follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

4. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

5. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are



DB07324PG0579

September, 1999.

My commission expires:

8-2-02

[Signature]  
Notary Public

This Instrument Prepared By:

[Signature]

Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN1999157515  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 02:00:19  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KELMAL

END OF DOCUMENT

BOOK 6470 PAGE 447

SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 12

PLAT AND SUBDIVISION BOOK 40, Pages 88  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section 12, is made on June 27, 1994, by HFH, Inc. with principle office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 437 through 477, inclusive, and Lots 1004 and 1005 as shown on the plat of GLENMARY SUBDIVISION Section 12, of record in Plat and Subdivision Book 40, Pages 88, in the office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by Developer by Deed dated January 24, 1989, of record in Deed Book 5837, Page 661, and re-recorded in Deed Book 6019, Page 55, and in Deed Book 6066, Page 352, all in the Office of the Clerk of Jefferson County, Kentucky.

Definitions. The following terms as used in these Restrictions shall have the following meanings:

(a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY SUBDIVISION, SECTION 12.

(b) "Developer" shall mean HFH, Inc., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY SUBDIVISION, SECTION 12.

(d) "Lot Owner" shall mean the owner or owners of any Lot in GLENMARY SUBDIVISION, SECTION 12.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 43 Lots a part of a larger community being developed in accordance with current plans known as GLENMARY SUBDIVISION, SECTION 12.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within GLENMARY which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within GLENMARY shall inure to the benefit the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to

reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within GLENMARY.

(4) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 30 feet as shown on the recorded plat of GLENMARY SUBDIVISION, SECTION 12. Side yard set backs shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1650 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by Developer. All Lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY SUBDIVISION, SECTION 12.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

(10) Landscaping.

Within sixty (60) days after the completion of construction of a residence, the Lot Owner shall grade and sod that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Jefferson County Department of Works.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted, in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

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

(13) Clothes lines.

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

(17) Drainage, Erosion and Sediment Control.

(a) It shall be the further responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in GLENMARY. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(b) Developer shall provide each Lot Owner with a detailed drainage plan for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the home Owner shall correct problem at his expense or Developer may correct problem and the Lot Owner shall be responsible for any costs or expenses to correct problem.

(18) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reversed to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(19) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(20) Drains.

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

(21) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

(a) Duty to Repair and Rebuild. Each Owner of a Lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to

the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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

(22) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the GLENMARY HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(23) Enforcement.

Enforcement of these restrictions, excepting paragraph 20, shall be by proceeding at law or in equity, brought by any Owner of real property in GLENMARY SUBDIVISION, SECTION 12, by a property Owners association to be formed under paragraphs (25) and (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(24) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(25) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a Class A member of the GLENMARY HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1994. This same amount shall

automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(26) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(27) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed.

(28) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(29) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION 12 will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(30) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(31) Owners of Lots, homes or any residents understand that GLENMARY Golf and Recreation Club will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(32) All Owners of Lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence minimum 18" in height and a minimum of 6" underground along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced items shall be at Lot Owner's expenses.

(33) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(34) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified or cancelled, then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

(35) Dedication of Common Areas.

No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered 35 shall not be amended by the Homeowners Association.



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AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 13

PLAT AND SUBDIVISION BOOK 41, PAGE 31  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 6510, Page 196 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. The first sentence in paragraph numbered 7(c) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

2. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

3. Paragraph numbered 11(b) is hereby amended to read as

follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

4. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

5. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are



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September 22, 1999.

My commission expires:

8-2-02

[Signature]  
Notary Public

This Instrument Prepared By:

[Signature]

Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DN1999157516  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 02:00:43  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KELMAN

END OF DOCUMENT

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13  
AMENDED SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 13

PLAT AND SUBDIVISION BOOK 41, Pages 31  
JEFFERSON COUNTY, KENTUCKY

THIS AMENDED SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section 13,  
is made on October 19, 1995, by HFH, inc. with principal office and  
place of business at 101 Bullfit Lane, Suite 450, Louisville, Kentucky 40222  
("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson  
County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property  
described in this instrument, and such additional property as may be hereafter  
made subject to this Declaration, shall be held, sold and conveyed subject to the  
following easements, restrictions, covenants and conditions, which are for the  
purpose of protecting the value and desirability of the real property. The  
easements, restrictions, covenants and conditions shall run with the real property  
and be binding on all parties having any right, title or interest in it, their heirs,  
successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is  
located in Jefferson County, Kentucky and is more particularly described as  
follows:

BEING LOTS 478 through 521, inclusive, as shown on  
the plat of GLENMARY SUBDIVISION Section 13, of  
record in Plat and Subdivision Book 41, Pages  
31, in the office of the Clerk of Jefferson  
County, Kentucky.

Being part of the same property acquired by Developer  
by Deed dated July 9, 1993, of record in Deed Book  
6330, Page 669, and re-recorded in Deed Book 6390,  
Page 89, all in the office of the Clerk aforesaid.

BOOK 06654 0728

Definitions. The following terms as used in these Restrictions shall have the following meanings:

(a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY SUBDIVISION, SECTION 13.

(b) "Developer" shall mean HFH, Inc., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY SUBDIVISION, SECTION 13.

(d) "Lot Owner" shall mean the owner or owners of any Lot in GLENMARY SUBDIVISION, SECTION 13.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 44 Lots a part of a larger community being developed in accordance with current plans known as GLENMARY SUBDIVISION, SECTION 13.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within GLENMARY which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within GLENMARY shall inure to the benefit the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain a high quality of construction within GLENMARY.

(4) Building Materials.

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The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drift, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 30 feet as shown on the recorded plat of GLENMARY SUBDIVISION, SECTION 13. Side yard setbacks shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1750 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by Developer. All Lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY SUBDIVISION, SECTION 13.

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(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

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(10) Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Jefferson County Department of Works, if required.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted, in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless its design and

placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(13) Clothes lines.

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

(17) Drainage; Erosion and Sediment Control.

(a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from Lot Owner's Lot upon any other property in GLENMARY. This

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requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(b) Developer shall provide each Lot Owner with a detailed drainage plan indicating direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall correct problem at his expense or Developer may correct problem and the Lot Owner shall be responsible for any costs or expenses to correct problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in GLENMARY.

(18) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 areas) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

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In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(19) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(20) Drains.

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

(21) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder. In which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

(a) Duty to Repair and Rebuild: Each Owner of a Lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to

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the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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

(22) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the GLENMARY HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(23) Enforcement.

Enforcement of these restrictions, excepting paragraph 20, shall be by proceeding at law or in equity, brought by any Owner of real property in GLENMARY SUBDIVISION, SECTION 13, by a property Owners association to be formed under paragraphs (25) and (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(24) Invalidallon.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(25) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a Class A member of the GLENMARY HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1994. This same amount shall

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automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefiting the Association.

All annual fees shall constitute a lien upon the Lot and Improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or its pendency as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(26) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(27) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed.

(28) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(29) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION 13 will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(30) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(31) Owners of Lots, homes or any residents understand that GLENMARY Golf and Recreation Club will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests. Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(32) All Owners of Lots bordering or backing up to the golf course shall during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence minimum 18" in height and a minimum of 4" underground along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced items shall be at Lot Owner's expenses.

(33) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(34) Maintenance of Open Space and Signature Walls:

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified or cancelled; then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

(35) Dedication of Common Areas:

No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered 35 shall not be amended by the Homeowners Association:



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SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 13

PLAT AND SUBDIVISION BOOK 41, Pages 31  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section 13, is made on October 5, 1994, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 478 through 521, inclusive, as shown on the plat of GLENMARY SUBDIVISION Section 13, of record in Plat and Subdivision Book 41, Pages 31, in the office of the Clerk of Jefferson County, Kentucky.

Being part of the same property acquired by Developer by Deed dated July 9, 1993, of record in Deed Book 6330, Page 669, and re-recorded in Deed Book 6390, Page 89, all in the office of the Clerk aforesaid.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within GLENMARY.

(4) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

(10) Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. All finished grade landscaping must be in

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

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Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reversed to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(19) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(20) Drains.

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

(21) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1994. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(26) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(27) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed.

(28) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(29) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION 13 will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(30) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club.



AMENDMENT  
TO  
SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 14  
PLAT AND SUBDIVISION BOOK 42 PAGE 1  
JEFFERSON COUNTY, KENTUCKY

Upon the affirmative vote of more than 75% of those persons entitled to vote pursuant to the Articles of Incorporation of Glenmary Homeowners Association, Inc., the covenants, conditions and restrictions set forth in instrument recorded in Deed Book 6640, Page 817 in the Office of the County Clerk of Jefferson County, Kentucky are hereby amended as follows:

1. The first sentence in paragraph numbered 7(c) is hereby amended to read as follows:

"No trailer, truck (except pick-up trucks and sports utility vehicles), limousine, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement and no vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

2. The first sentence in paragraph numbered 10 is hereby amended to read as follows:

"Upon the construction of a residence, the lot owner shall cause to be planted two trees, each with a minimum trunk diameter of three inches when planted in the front yard or the landscaped area adjacent to the house."

3. Paragraph numbered 11(b) is hereby amended to read as

follows:

"(b) No hedge or fence shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Association. Examples of types of fences that will be considered are fencing for children, small pets or for swimming pool enclosures. Fence height, if approved, may only be 48 inches maximum. Fence material is to be of wood, masonry or possible wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved."

4. Paragraph numbered 11(d) is hereby amended to read as follows:

"(d) No above ground swimming pools shall be erected or place on any lot. No in-ground swimming pools shall be constructed or place on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association."

5. Paragraph numbered 11(e) is hereby amended to read as follows:

"(e) No antennae (except for small standard television antennae) or microwave and other receivers and transmitters (including those called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by the Association, which approval shall be within the sole and absolute discretion of the Association. EXCEPTION: Satellite dishes smaller than 20 inches in diameter that are installed on the structure of the house above the first floor height are



DB07324PG0587

Glenmary Homeowners Association, Inc., this 22<sup>nd</sup> day of September, 1999.

My commission expires: 8-2-02

Harold W. Thomas  
Notary Public

This Instrument Prepared By:

Harold W. Thomas  
Harold W. Thomas  
THOMAS, DODSON & WOLFORD  
9200 Shelbyville Road, Suite 611  
Louisville, Kentucky 40222  
(502) 426-1700

Document No.: DW1999157517  
Lodged By: THOMAS DODSON WOLFORD  
Recorded On: 09/23/1999 02:01:03  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: KELMAL

END OF DOCUMENT

BOOK 06640 0817

AMENDED SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 14

PLAT AND SUBDIVISION BOOK 42, Page 1  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section 14, is made on September 13, 1995, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 523 through 555, inclusive, and Lots 648 through 657, inclusive, as shown on the plat of GLENMARY SUBDIVISION Section 14, of record in Plat and Subdivision Book 42, Page 1, in the office of the Clerk of Jefferson County, Kentucky.

Being part of the same property acquired by Developer by Deed dated July 9, 1993, of record in Deed Book 6330, Page 669, and re-recorded in Deed Book 6390, Page 89, all in the office of the Clerk aforesaid.

Definitions. The following terms as used in these Restrictions shall have the following meanings:

(a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY SUBDIVISION, SECTION 14.

(b) "Developer" shall mean HFH, Inc., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY SUBDIVISION, SECTION 14.

(d) "Lot Owner" shall mean the owner or owners of any Lot in GLENMARY SUBDIVISION, SECTION 14.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 43 Lots a part of a larger community being developed in accordance with current plans known as GLENMARY SUBDIVISION, SECTION 14.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within GLENMARY which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within GLENMARY shall inure to the benefit of the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within GLENMARY.

(4) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 30 feet as shown on the recorded plat of GLENMARY SUBDIVISION, SECTION 14. Side yard set backs shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1750 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by Developer. All Lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY SUBDIVISION, SECTION 14.

(7) Nuisances.

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

(10) Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Jefferson County Department of Works, if required.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted, in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Only a portion of the rear yard and in some circumstances a portion of the side yard if approved in writing by Developer shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer, which approval shall be within the

sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(13) Clothes lines.

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, chiropractic, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

(17) Drainage, Erosion and Sediment Control.

(a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from Lot Owner's Lot upon any other property in GLENMARY. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(b) Developer shall provide each Lot Owner with a detailed drainage plan indicating direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall correct problem at his expense or Developer may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street or adjoining property in GLENMARY.

(18) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include

easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(19) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(20) Drains.

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

(21) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

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

If all or any portion of a residence is damaged or destroyed by fire, or other causality, then Owner shall, with all due diligence, promptly rebuild, repair, or

reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(22) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the GLENMARY HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(23) Enforcement.

Enforcement of these restrictions, excepting paragraph 21, shall be by proceeding at law or in equity, brought by any Owner of real property in GLENMARY SUBDIVISION, SECTION 14, by a property Owners association to be formed under paragraphs (25) and (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(24) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(25) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a Class A member of the GLENMARY HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1994. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(26) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(27) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed.

(28) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(29) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION 14 will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(30) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(31) Owners of Lots, homes or any residents understand that GLENMARY Golf and Recreation Club will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests.

Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(32) All Owners of Lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence minimum 18" in height and a minimum of 4" underground along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced items shall be at Lot Owner's expenses.

(33) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(34) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified or cancelled, then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

(35) Dedication of Common Areas.

No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered 35 shall not be amended by the Homeowners Association.



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SUPPLEMENTARY  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

GLENMARY SUBDIVISION, SECTION 14

PLAT AND SUBDIVISION BOOK 42, Pages 101  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION Section 14, is made on September 13, 1995, by HFH, Inc. with principal office and place of business at 101 Bullitt Lane, Suite 450, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the Owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision:

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 523 through 555, inclusive, and Lots 648 through 657, inclusive, as shown on the plat of GLENMARY SUBDIVISION Section 14, of record in Plat and Subdivision Book 42, Pages 101, in the office of the Clerk of Jefferson County, Kentucky.

Being part of the same property acquired by Developer by Deed dated July 9, 1993, of record in Deed Book 6330, Page 669, and re-recorded in Deed Book 6390, Page 89, all in the office of the Clerk aforesaid.

Definitions. The following terms as used in these Restrictions shall have the following meanings:

(a) "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of GLENMARY SUBDIVISION, SECTION 14.

(b) "Developer" shall mean HFH, Inc., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

(c) "Lot" shall mean any subdivided lot or similar property which comprises a part of GLENMARY SUBDIVISION, SECTION 14.

(d) "Lot Owner" shall mean the owner or owners of any Lot in GLENMARY SUBDIVISION, SECTION 14.

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 43 Lots a part of a larger community being developed in accordance with current plans known as GLENMARY SUBDIVISION, SECTION 14.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots within GLENMARY which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the Owners of all such Lots within GLENMARY shall inure to the benefit the Owners of Lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of GLENMARY may be annexed to GLENMARY by Developer.

(1) Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

(2) Approval of Construction, Landscape and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

(3) General Contractors.

Prior to the commencement of construction on any Lot the general contractor constructing such structure shall be approved in writing by Developer or by any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within GLENMARY.

(4) Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(5) Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 30 feet as shown on the recorded plat of GLENMARY SUBDIVISION, SECTION 14. Side yard set backs shall total eighteen (18) feet for both side yards with a minimum of six (6) feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard area not more than six (6) feet.

(6) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1750 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1750 square feet, with the ground floor area a minimum of 1000 square feet exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 1100 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2200 square feet.

(d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

(e) Garages; Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street unless otherwise approved in writing by Developer. All Lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in GLENMARY SUBDIVISION, SECTION 14.

(7) Nuisances.

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No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(8) Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in GLENMARY.

(9) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

(10) Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Oldham County Department of Works, if required.

(11) Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted, in the front yard. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph (10), Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(12) Mail and Paper Boxes; Hedges and Fences, Swimming Pools, Antennae.

(a) A mailbox and paper holder selected by the Developer will be placed at Lot Owner's expense.

(b) No hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Only a portion of the rear yard and in some circumstances a portion of the side yard if approved in writing by Developer shall be fenced. Chain link fences will not be approved.

(c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot Owners for maintenance and repairs.

(d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer, which approval shall be within the

sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(13) Clothes lines.

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

(14) Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

(15) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, chiropractic, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

(16) Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

(17) Drainage, Erosion and Sediment Control.

(a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from Lot Owner's Lot upon any other property in GLENMARY. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(b) Developer shall provide each Lot Owner with a detailed drainage plan indicating direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall correct problem at his expense or Developer may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street or adjoining property in GLENMARY.

(18) Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reversed to each Lot Owner, as shown on the recorded plat of GLENMARY, shall include

easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

(19) Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in GLENMARY shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

(20) Drains.

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

(21) Obligation to Construct or Reconvey.

Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to paragraph (2), upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section (21) shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

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

If all or any portion of a residence is damaged or destroyed by fire, or other causality, then Owner shall, with all due diligence, promptly rebuild, repair, or

reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(22) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the GLENMARY HOMEOWNERS ASSOCIATION, INC. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(23) Enforcement.

Enforcement of these restrictions, excepting paragraph 21, shall be by proceeding at law or in equity, brought by any Owner of real property in GLENMARY SUBDIVISION, SECTION 14, by a property Owners association to be formed under paragraphs (25) and (26), or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(24) Invalidation.

Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

(25) Fees for Subdivision Fund; Lien.

Effective with the occupancy of a house on any Lot, the homeowner will automatically be a Class A member of the GLENMARY HOMEOWNERS ASSOCIATION, INC.

Every Lot Owner, except Developer, shall pay an annual fee on February 1, which fee shall be \$100.00 per Lot for 1994. This same amount shall automatically be charged annually until the Association gives notice of an increase or decrease. The annual fee shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

The Fund may only be used for purposes generally benefitting the Association.

All annual fees shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

(26) Homeowners Association.

Developer has incorporated the GLENMARY HOMEOWNERS ASSOCIATION, INC., a nonprofit Kentucky corporation, and has filed and recorded Articles of Incorporation and By-Laws which establish a Board of Directors and officers of the Association, and the duties for which they are responsible.

(27) Sidewalks required by construction plans approved by and on file with the Jefferson County Department of Works will be constructed on each Lot by the Lot Owner before house construction is completed.

(28) Developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

(29) The Glenmary Golf and Recreation Club will manage the golf course, buildings, swimming pools, tennis courts and other recreational amenities. Initial purchasers of homesites, or houses within GLENMARY SUBDIVISION, SECTION 14 will be given an opportunity to become members in the Club. Initial purchasers of houses have sixty (60) days after taking title to property to contact the Club and apply for membership. Purchasers of lots may apply for membership in the Club upon taking title to the lot up to the time sixty (60) days after occupancy of a house constructed on the lot by or for the lot owner. After the sixty (60) day time period expires, application and membership to the Club will be pursuant to the By-Laws of the Club. Membership in the Club may include members from other neighborhoods, subdivisions or communities.

(30) Membership in the GLENMARY Golf and Recreation Club will be obtained after the payment of fees in accordance with the By-Laws of the Club. Various levels of membership will be available, including full memberships or social memberships.

(31) Owners of Lots, homes or any residents understand that GLENMARY Golf and Recreation Club will be an integral part of the subdivision community. Operation of the Club will be for the benefit of the membership and guests.

Homeowners adjacent to the golf course on land operated by the Club understand that recreation activities will be conducted as permitted by the By-Laws of the Club.

(32) All Owners of Lots bordering, or backing up to the golf course, shall, during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence minimum 18" in height and a minimum of 4" underground along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced items shall be at Lot Owner's expenses.

(33) Fences if erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision will become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner.

(34) Maintenance of Open Space and Signature Walls.

The Homeowners Association will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified or cancelled, then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Glenmary unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

(35) Dedication of Common Areas.

No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph numbered 35 shall not be amended by the Homeowners Association.



FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 15  
PLAT AND SUBDIVISION BOOK 45, PAGE 43,  
AND  
GLENMARY, SECTION 15-A  
PLAT AND SUBDIVISION BOOK 45, PAGE 44,  
JEFFERSON COUNTY, KENTUCKY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY, SECTION 15 AND GLENMARY, SECTION 15-A (the "Amendment") is made, declared, and imposed as of the 10th day of May, 1999, by NTS GLENMARY, LLC, a Kentucky limited liability company ("Developer"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

P R E L I M I N A R Y   S T A T E M E N T :

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 15 and Glenmary, Section 15-A dated as of April 28, 1999, of record in Deed Book 7234, Page 716, in the Office of the Clerk of Jefferson County, Kentucky (the "Declaration"), the Developer, inter alia, imposed certain covenants, conditions and restrictions upon certain real property located in Jefferson County, Kentucky, and generally known as Glenmary, Section 15 and Glenmary, Section 15-A.

B. Pursuant to Section 4 of Article V, the Developer, as the owner of all lots subject to the Declaration, desires to amend the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer hereby amends the Declaration as follows:

**Section 1.** All capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meaning ascribed thereto in the Declaration, unless the context of usage otherwise clearly requires.

**Section 2.** Section 3(d) of Article II of the Declaration is hereby amended and restated in its entirety as follows:

"(d) No vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary."

**Section 3.** Section 5(d) of Article II of the Declaration is hereby amended and restated in its entirety as follows:

"(d) No aboveground swimming pools shall be permitted on any lot in Glenmary, Section 15 or Glenmary, Section 15-A. No inground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer, or any person or association to whom it may assign the right of approval, and may be arbitrarily and unreasonably withheld."

Section 4. Section 6 of Article IV of the Declaration is hereby amended and restated in its entirety as follows:

"Section 6. Annual Assessment. Every lot owner, except Developer, shall pay an annual assessment on February 1, which assessment shall be \$200.00 per lot for 1999. This same amount shall automatically be charged annually until the Community Association gives notice of an increase or decrease. The annual assessment shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent. All annual assessments shall constitute a lien upon the lot and any improvements thereon, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien."

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the day, month and year first above written.

NTS GLENMARY, LLC,  
a Kentucky limited liability company

By: NTS Residential Management Company  
Manager

By: Paul F. Di

Title: Vice President

("Developer")

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of May, 1999, by Paul F. Dries as Vice President of NTS Residential Management Company, a Kentucky corporation and the Manager of NTS Glenmary, LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: April 27, 2002

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

The foregoing instrument was prepared by:

Timothy W Martin  
Timothy W. Martin, Esq.  
Brown, Todd & Heyburn, PLLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

Document No.: DN1999083376  
Lodged By: N T S  
Recorded On: 05/19/1999 09:32:32  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw  
Deputy Clerk: DENKIN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 15  
PLAT AND SUBDIVISION BOOK 45, PAGE 43,  
AND  
GLENMARY, SECTION 15-A  
PLAT AND SUBDIVISION BOOK 45, PAGE 44,  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY, SECTION 15 AND SECTION 15-A (the "Declaration"), is made on the 28~~th~~ day of April, 1999, by NTS GLENMARY, LLC, a Kentucky limited liability company, with principal office and place of business at 10172 Linn Station Road, Louisville, Kentucky 40223 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I — PROPERTY SUBJECT TO THIS  
DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows (the "Property"):

BEING LOTS 565, 577 through 599, inclusive, and 608 through 628, inclusive, as shown on the plat of Glenmary, Section 15, of record in Plat and Subdivision Book 45, Page 43, and LOTS 556 and 566 through 576, inclusive, as shown on the plat of Glenmary, Section 15-A, of record in Plat and Subdivision Book 45, Page 44, both in the Office of the Clerk of Jefferson County, Kentucky.

automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in Glenmary. No trailer, boat, truck, or other vehicle, except an automobile, pick-up truck or sport utility vehicle, shall be parked on any street in Glenmary for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided 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 the Developer 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 of a dog, cat or other pet in the common area or open space 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.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting; Play Equipment.

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

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences, and all fences shall be constructed so that the finished side thereof shall face away from the lot upon which such fence is constructed and shall not exceed forty-eight inches (48") in height unless otherwise approved in writing by the Developer, or any person or association to whom it may assign the right of approval. All fences, as structures, are subject to prior written plan approval by Developer under Section 1 of Article III of this Declaration. No wire or chain link fences are permitted in Glenmary except for tennis court fences permitted under Section 5(c) below. Developer reserves the right, in its sole discretion, however, Developer is under no obligation to do so, to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood perimeter fences. Maintenance of any fence placed or replaced by the Developer on the perimeter of the subdivision shall be the responsibility of the lot owner on whose lot such portion of the fence is located. Notwithstanding any provision of this Declaration to the contrary, with respect to Glenmary, Section 15 and Section 15-A, invisible fences to be installed on any lot may not extend into the front or street side yard of any such lot more than ten feet (10') beyond the applicable front or

street side yard setback lines as shown on the plat of Glenmary, Section 15 and/or the plat of Glenmary, Section 15-A, as applicable.

(c) No tennis court fence shall be erected on any lot in Glenmary unless (i) the fencing is coated with black or green vinyl and (ii) the plan for such fence has been approved by the Developer in writing pursuant to Section 5(b) above.

(d) No aboveground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer, or any person or association to whom it may assign the right of approval, and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes" provided, however, satellite dishes smaller than twenty inches (20") in diameter which are installed on the structure of the house above the first floor height and not on the front or any street side of the structure are acceptable) shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer, or any person or association to whom it may assign the right of approval. and may be arbitrarily and unreasonably withheld.

(f) Any 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 Developer. All lot owners and residents of Glenmary, Section 15 and Section 15-A are hereby advised that 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 Developer in its sole discretion.

(g) All exterior or outside play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of Developer in its sole discretion, and all lot owners and residents of Glenmary, Section 15 and Section 15-A are advised to obtain the approval of Developer, or any person or entity to whom it may assign the right of approval, prior to the construction or placement of any such equipment on any lot.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot which Developer deems necessary, including but not limited to mowing; provided, that Developer shall have no obligation to remove damaged, dead or

Section 7. Duty to Repair and Rebuild.

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

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

Section 8. Business: Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within twelve months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans for Glenmary. It shall be the responsibility of each lot owner to ensure that the grading of his lot shall comply with the drainage plan. If the drainage plan is not followed and drainage is blocked or altered, the lot owner shall correct the problem at his expense or the Developer may correct the problem and the lot owner shall be responsible for any costs or expenses to correct the problem. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. It shall be the responsibility of each lot owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from lot owner's lot upon any other property in Glenmary. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

Section 11. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. There shall be no burning of trash or other refuse on any lot. 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. The sanitary disposal company responsible for the collection of trash and garbage in Glenmary, Section 15 and Section 15-A shall be selected by the Community Association, and no other company shall be used without the express written approval of the Community Association.

Section 12. Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric Company's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Glenmary, Section 15, and on the

recorded plat of Glenmary, Section 15-A, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

Section 13. Rules for Common Area. Glenmary Homeowners Association, Inc. (the "Community Association") is authorized to adopt rules for the use of the common area and such rules shall be furnished in writing to the lot owners.

Section 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 Glenmary by the Louisville Water Company and the Louisville and Jefferson County Metropolitan Sewer District, respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any lot.

Section 15. Air Conditioning Units. Except as may be permitted from time to time, by Developer in its sole discretion, no window air conditioning units may be kept or used on any lot.

Section 16. Lighting. Except for seasonal Christmas/Holiday season decorative lights, and attendant displays and decoration, which may be displayed from December 1 of each year through the following January 10 and only as shall be acceptable to Developer in its sole discretion, all exterior lights must receive the prior written approval of Developer.

### ARTICLE III — ARCHITECTURAL CONTROL

#### Section 1. Approval of Grading, Construction and Landscape Plans.

(a) No clearing or grading of any lot shall be permitted, and no structure may be erected, placed or altered on any lot until a lot grading plan showing proposed clearing limits, grading and house location, and construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations), which must be in compliance with the drainage and grade plans for Glenmary; (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete and 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 Developer in its

sole discretion); and (v) the time frame within which all construction shall be completed, shall have been approved in writing by the Developer in its sole discretion.

(b) In addition to the plans referred to in subparagraph (a) of this Section 1, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot and the time frame within which such landscaping shall be completed. Each landscape plan for a lot submitted to the Developer shall obligate, and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the lot) the two trees as provided in Article III, Section 6(d) hereof, and foundation shrubs and other plantings having a current fair market value of not less than \$1,500.00. The approved landscaping must be installed prior to the commencement of occupancy of the residence on the lot; when seasonal limitations prohibit, the approved landscaping on and/or sodding of, the lot must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Developer. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by Developer, in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the installation of the landscaping and/or sodding on a lot within the time frame established pursuant to the landscape plans and specifications therefor approved by Developer, the lot owner shall, within fifteen (15) days after written notice from Developer, complete such landscaping in a good, workmanlike and professional manner. Should such lot owner fail to complete such landscaping within the applicable period provided above, Developer may, in its sole discretion, elect to complete such landscaping on such lot in accordance with the approved plans therefor, and Developer, 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 Developer 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 Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below. The Developer reserves the right to waive these requirements.

(c) All approved construction activities, and landscape activities shall be completed by the lot owner within the time frame specified in the approved plans contemplated in (a) above. Upon completion of all such construction, the lot owner shall, at the lot owner's cost, furnish to Developer upon request a written statement and certification of the lot owner's builder and/or an engineer acceptable to Developer, to the effect that (i) the improvements constructed upon the lot substantially conform to the plans

and specifications approved pursuant to this Section 1, and (ii) drainage of the lot after improvement is in positive drainage compliance with the drainage plans for Glenmary, Section 15 or Section 15-A, whichever is applicable. Developer reserves the right to require any builder to post separate deposits with Developer to ensure compliance with such approved construction plans and/or drainage plans and/or landscape plans for Glenmary, Section 15 or Section 15-A, in such amount as Developer shall from time to time elect not in excess of Ten Thousand Dollars (\$10,000.00) for each such deposit.

(d) 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 Glenmary, Section 15 or Section 15-A, the lot owner shall, within thirty (30) days after written notice from Developer (or such greater period as Developer shall specify in such notice), cause such non-compliance to be fully remedied to the satisfaction of Developer. Further, in the event that the lot owner shall fail to 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 Developer, the lot owner shall, within thirty (30) days after written notice from Developer, complete such improvements in a good, workmanlike 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 Developer or within such other period as shall be reasonably specified by Developer (which specification shall be deemed reasonable if confirmed 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, Developer 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 Developer, 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 Developer 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 Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(e) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this Section 1 shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae), microwave and other receivers and

transmitters (including those currently called "satellite dishes"), swimming pools and tennis courts.

(f) No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of the Developer, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with the construction thereof and other improvements on the lot.

Section 2. Building Materials; Roof; Builder; Architectural Standards.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 7 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 7 inches vertical for every 12 inches horizontal with the prior written consent of Developer in its sole discretion, which consent may be arbitrarily and unreasonably withheld by Developer, and a plane of 8 inches vertical for every plane of 12 inches horizontal for one story structures.

(c) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor or builder (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by any lot owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to ensure (i) the maintenance of a high quality of construction within Glenmary, (ii) that the economic value of other lots and structures within Glenmary will not be impaired by the construction of residential structures not of the same or comparable quality as now exist in Glenmary, and (iii) the maintenance of the existing high aesthetic quality of Glenmary. Nothing contained in this Section 2(c) or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Developer 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 Glenmary, Section 15 or Section 15-A.

(d) Developer reserves the right to issue and modify from time to time architectural and other standards and design guidelines to assist lot owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to Section 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 limitation, the following: trash and debris 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. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The ground floor area of a one story house shall be a minimum of 1,750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, with a total floor area of at least 1,750 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, with a total floor area of at least 2,200 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plats of Glenmary, Section 15 and Section 15-A, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Side yard setbacks, unless otherwise shown on the recorded plats of Glenmary, Section 15 and Section 15-A, shall conform to the applicable zoning regulations. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on any lot in Glenmary, Section 15 or Section 15-A.

Section 6. Sod; Sidewalks; Driveways; Trees.

(a) Within thirty (30) days after the construction of a residence, the lot owner shall grade and sod that portion of the lot located between the pavement of any abutting streets and the rear corners of any residence constructed on the lot (generally the front yard, the side yard and any street side yard), and shall seed and straw the remainder of the lot (generally the rear yard). For corner lots, Developer reserves the right to require the lot owner to grade and sod a greater portion of the lot where it is adjacent to any street.

(b) If required by the Jefferson County Department of Public Works, each lot owner shall cause a sidewalk to be constructed on his lot at the first to occur of (i) prior to completion of construction of a residence on the lot, or (ii) one year from the date construction of a residence on 80% of the lots in Glenmary, Section 15 or Section 15-A, as applicable, has begun, whether or not the lot owner has begun construction on that particular lot.

(c) Each lot owner shall concrete the driveway, and thereafter maintain the same in good repair and condition, within thirty days after completion of a single family dwelling; that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good 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.

(d) Upon construction of a residence, the owner shall cause to be planted two (2) trees (each with a minimum trunk diameter of three inches) in the front yard of the lot. Such requirement may be waived by Developer if existing trees (at least 3" in diameter) are already growing in the front yard of the lot. No tree shall be removed from any lot, except in the case of emergencies, without the prior written approval of Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to cause compliance therewith, without liability of Developer, or any of its successors, assigns, officers, employees, stockholders, partners, agents, servants or contractors, or affiliates or related entities, to the lot owner or others for trespass or otherwise, and the lot owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at the same rate prescribed or permitted pursuant to Article II, Section 6(a), and Developer 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 IV hereof.

Section 7. Mail and Paper Boxes; Hedges. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer in its sole discretion. Each lot owner is advised that

Developer shall require that a uniform mail box and paper holder (with uniform letters and numbers) be purchased directly from Developer, a related entity, or a specified third party vendor in order to ensure uniform use and appearance in Glenmary, Section 15 and Section 15-A.

Section 8. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Developer reserves the right to reject any plans that do not comply with such architectural and other standards set forth in any design guidelines which may be issued from time to time by Developer.

#### ARTICLE IV — COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every owner shall have a 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. The common area means and refers to all areas designated as "common area" or "open space" on any recorded final subdivision plat within any portion of Glenmary (except as otherwise set forth in Article I, Section 3 hereof) made subject to the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area. The Board of Directors of the Community Association may, as part of the operation of the recreational facilities, if any, permit nonresidents of Glenmary to use the recreational facilities, if any, for a reasonable annual fee, payable to the Community Association. Such users shall not be members of the Community Association.

(b) 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 located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area.

(c) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities, if any, by an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) 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 Community Association. Provided, however, no common areas, including medians in the right of way, open spaces or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson

County Planning Commission. The provisions contained in this paragraph shall not be amended by the Community Association.

Section 2. 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 to the members of his family or to his tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the lot.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the Board of Directors of the Community Association shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots of the common area or to make any alteration required by any governmental authority.

Section 4. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association annual assessments or charges, such assessments to be established and collected as provided in this Article IV. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' 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 his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments.

The annual assessments may only be used for purposes generally benefitting the Community Association. The Community Association will maintain the common areas or open spaces and signature walls which are an integral part of the subdivision community and development and it is specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that this Declaration shall be amended, altered, modified, or canceled, then in such event, the lot owners shall continue to be obligated to maintain the common areas, open spaces and signature walls of Glenmary unless and until the said common areas, open spaces and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

Section 6. Maximum Annual Assessment.

(a) The maximum annual assessment shall be set at a rate not to exceed \$200.00 per year per lot. This same amount shall be automatically charged annually until the Community Association gives notice of an increase or decrease in the maximum annual assessment. The annual assessment shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent.

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

Section 7. Uniform Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors of the Community Association may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is acquired by someone other than the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first acquired.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association may bring an action at law against the owner personally obligated to pay the 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 assessments provided for herein in non-use of the common area or abandonment of his lot.

Section 10. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 11. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation, and

rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 12. Classes of Membership. Effective with the occupancy of a house on any lot, the lot owner will automatically be a Class A member of the Community Association.

#### ARTICLE V — GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Any such lot owner, Developer 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 attorneys' fees. Any award of damages received by Developer or the Community Association in connection with any such action, and all costs and expenses incurred by Developer 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 IV, 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.

Section 2. 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 judicial foreclosure thereof and sale of lot encumbered thereby, with the lot owner and any other persons responsible therefor remaining liable for any deficiency.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this Section 4, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then

owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Section 5. Amendments to Articles and Bylaws of the Community Association. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and/or Bylaws.

Section 6. Non-Liability of the Directors. Neither Developer nor the directors of the Community Association shall be personally liable to the owners of the lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and their respective heirs, executors, administrators, successors and assigns in accordance with the Articles of Incorporation of the Community Association.

Section 7. Board of Directors of the Community Association's Determination Binding. In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Community Association, the determination thereof by the Board of Directors of the Community Association shall be final and binding on each and all such owners.

Section 8. Incorporation by Reference on Resale. Upon the sale or other transfer of any lot, any deed purporting to effect such transfer shall contain a 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 so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the lot conveyed thereby from the effect of this Declaration.

Section 9. Reservation of Easement. Developer 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 such other use as Developer shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Developer, its successors and assigns, and of any lot or other portion of Glenmary, and other persons or entities, selected by Developer in its sole discretion; provided that sidewalks, driveways and other structures approved pursuant to Article III hereof, and utilities to serve such lot, shall be permitted to cross such easement.

Section 10. Developer's Right to Complete Development. No provision of this Declaration shall be construed to prevent or limit Developer's rights to complete the development, construction, promotion, marketing, sale and leasing of lots developed from the Property; to construct or alter improvements on any real property owned by Developer; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Developer; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Nothing in this Section 10 shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration, and Developer 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 11. Reservation of Additional Easements, Exceptions and Exclusions. Developer 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 or open spaces 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 Glenmary for the best interest of the lot owners and the Community Association, in order to serve the lot owners within Glenmary. Developer further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions and exclusions convenient or necessary for the use and operation of any other property of the Developer, as long as it does not unduly hamper the enjoyment of Glenmary, as built or expanded, by the lot owners.

Section 12. Drainage Easement. An easement is hereby reserved to the Developer and granted to the Community Association, and their respective offices, agents, employees, successors and assigns, to enter upon, across, over, in, and under all lots and any portion of the common area or open space for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the common area or open space so as to improve the drainage of water on the common area or open space. 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 sightly and usable condition as soon as reasonably possible following such work. Developer, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Community Association prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 13. Glenmary Golf Course and Club. The Glenmary Golf Course and Club is a private golf course and club, with separate, private and limited membership, and the Glenmary Golf Course and Club and its attendant golf course and facilities shall not

constitute an amenity or recreational facility of Glenmary, Section 15 or Section 15-A, and will not be conveyed to, or otherwise made subject to the control or jurisdiction of the Community Association, nor will the same be otherwise used in common by, or be subject to any right of enjoyment in favor of, the lot owners or the owners of any other lots in Glenmary. No lot owner or any other person or entity shall obtain or be entitled to any membership or other right, title or interest, or right of enjoyment or use, in or to the Glenmary Golf Course and Club or its facilities, including, without limitation, the Glenmary Golf Course, by virtue of ownership of any lot or lots, membership in the Community Association or residence in Glenmary.

All lot owners, and other residents of Glenmary, are hereby advised, and by acceptance of a deed for a lot, and/or residence in Glenmary, as applicable, hereby acknowledge and agree, that the Glenmary Golf Course and Club, and its attendant facilities, are situated in Glenmary, and that such lot owner or other person or entity is aware of, accepts and assumes the risks and hazards of a golf course and of residence within a community bordering and/or containing a golf course, and hereby releases from all such risks and hazards Developer and the Community Association, and all entities affiliated with or related to any of the foregoing, and all of the respective successors, assigns, officers, partners, employees, agents and contractors of all of the foregoing (collectively, the "Released Parties"). These risks and hazards include, by way of illustration and not limitation, the possibility of personal injury and/or property damage occasioned by stray or errant golf balls and/or trespass upon a lot by golfers. Provided, that in no event shall the provisions of this Section be construed to relieve golfers for liability under Kentucky law for damage caused by or resulting from errant golf balls and/or trespass without right. Further, all such persons and entities constituting the Released Parties shall have no responsibility or liability to any lot owner or resident of Glenmary for any claims or liability based upon or related to (i) the design, layout or construction of the Glenmary Golf Course or other facilities, or (ii) the activities and/or acts of any golfers or other persons present on or using the Glenmary Golf Course or other facilities.

In the event any lot owner sells or transfers any lot subject to this Declaration, the contract for sale therefor and any deed purporting to effect such transfer shall contain a provision agreed to by the purchaser of the lot and acceptable to Developer incorporating the terms of this Section; provided, however, the failure of any deed to so incorporate by reference such provisions shall not affect the validity of such deed nor shall such failure be deemed to release the lot conveyed, or the purchasers of such lot, from the effect hereof or of the other provisions of this Declaration.

Developer does not represent, warrant or guarantee, and hereby expressly disclaims, that the Glenmary Golf Course and facilities, as a private club, will remain open as a country club, private or otherwise, or will continue to be used for such purposes.



The foregoing instrument was prepared by:

Timothy W. Martin  
Timothy W. Martin, Esq.  
Brown, Todd & Heyburn, PLLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

Recorded In Plat Book

No. 45 Page 43 & 44

Part No. \_\_\_\_\_

Document No.: DN1999071800  
Lodged By: N.T.S.  
Recorded On: 04/29/1999 10:32:38  
Total Fees: 52.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw  
Deputy Clerk: DIAROB

END OF DOCUMENT

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GLENMARY, SECTION 16**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 16 ("Restrictions") was recorded in Deed Book 7411, Page 784 in the office of Jefferson County Clerk;

**WHEREAS**, the Declaration of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 16 ("Annexation and Supplemental Declaration") was recorded in Deed Book 7774, Page 405 in the office of Jefferson County Clerk;

**WHEREAS**, the Annexation and Supplemental Declaration state that with respect to the Property Annexed therein ("Property") cannot be subdivided into more than four (4) parcels total; and

**WHEREAS**, the Restrictions Article III, Section 3 establishes the minimum floor areas for homes to be constructed; and

**WHEREAS**, the Restrictions Article II, Section 6 as Modified by the Annexation and Supplemental Declaration, establishes the Duty to Maintain Lots; and

**WHEREAS**, the Restrictions allow for the amendment of the Restrictions with the written consent of 75% of the homeowners of Section 16, Glenmary; and

**WHEREAS**, the following homeowners, being 75% of the homeowners of Glenmary, Section 16, do hereby agree to Amend the Restrictions and the Annexation and Supplemental Declaration.

**NOW, THEREFORE**, the Property may be subdivided in the future by the owner of the Property, with an appropriate minor subdivision plat approved by the Louisville and Jefferson County Planning Commission, all as more particularly set forth in the Deed dated September 27, 2001, of record in Deed Book 7740, Page 411, in the Office of the Clerk of Jefferson County, Kentucky (the "Deed"), but in no event, shall the Property, as a whole, be subdivided into more than seven (7) parcels total, then each parcel shall be deemed a lot within the meaning of the Declaration; and

**NOW, THEREFORE**, the owner of any portion of the Property remaining undisturbed before or after completion of construction of a single family home, shall not be required to grade, seed, and straw the undisturbed portion of the Property, and is permitted to maintain the Property in its' natural state; and

**NOW, THEREFORE**, the following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

- (a) The ground floor area of a one story house shall be a minimum of 2,500 square feet, exclusive of the garage.

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Phonk Conizon and Tom Conizon  
 Owner(s) of Lot(s) 639, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 12<sup>th</sup> day of October, 2004, to be his/her free act and deed.

My commission expires 1/17/05  
 Notary Public Martha Anne Busham  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Sharon Callum and \_\_\_\_\_  
 Owner(s) of Lot(s) 683, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 12<sup>th</sup> day of October, 2004, to be his/her free act and deed.

My commission expires 1/17/2005  
 Notary Public Martha Susan Graham  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

*[Signature]* and *[Signature]*  
 Owner(s) of Lot(s) 630, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 12<sup>th</sup> day of October, 2004, to be his/her free act and deed.

My commission expires 11/17/05  
 Notary Public *Martha Marie Graham*  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Mack R. Ohlmann and Victoria Ohlmann

Owner(s) of Lot(s) 678, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 15<sup>th</sup> day of October, 2004, to be his/her free act and deed.

My commission expires 11/17/2005  
Notary Public Martha Diane Asham  
Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

D. H. B. and Kathleen Baven

Owner(s) of Lot(s) 601, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 14th day of October, 2004, to be his/her free act and deed.

My commission expires 1/17/2005  
Notary Public Martha Elaine Dushern  
Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Matthew W. [Signature] and Sherry M. [Signature]  
 Owner(s) of Lot(s) 687, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 24<sup>th</sup> day of April, 2004, to be his/her free act and deed.

James L. Bessie  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Jeffrey L Ballard and Jean Ballard  
 Owner(s) of Lot(s) 680, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
 COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James L. Burr  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Thomas W. Lewis and Jay William  
 Owner(s) of Lot(s) 675, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 4<sup>th</sup> day of April, 2004, to be his/her free act and deed.

James A. Burr  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

*John M. Rasmussen* and *Donna M. Rasmussen*  
 Owner(s) of Lot(s) 674, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
 COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 4<sup>th</sup> day of April, 2004, to be his/her free act and deed.

*James S. Bueri*  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Michael J. Burns and Debra J. Blau

Owner(s) of Lot(s) 642, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

My commission expires James H. Burns  
Notary Public  
Kentucky State at Large 3-24-2008

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Stephen J. St. Clair and Salvini St. Clair

Owner(s) of Lot(s) 670, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James L. Burn  
My commission expires 3-24-2008  
Notary Public  
Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Sherry A Burk and Fred Burk  
 Owner(s) of Lot(s) 604, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James L. Beun  
 My commission expires 3-21-08  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Gregory J. Halli and Regina R. Halli  
 Owner(s) of Lot(s) 679, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James L. Bunn  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Michele Adversell and James S. Adell  
 Owner(s) of Lot(s) 605, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James S. Bunn  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Seamus M. Gregory and Kimberly M. Gregory  
 Owner(s) of Lot(s) 6730, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6<sup>th</sup> day of June, 2004, to be his/her free act and deed.

James A. Burn  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

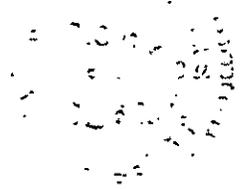
IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Edward M. Dancy and Elizabeth A. McManis  
 Owner(s) of Lot(s) 676, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 13<sup>th</sup> day of July, 2004, to be his/her free act and deed.

James L. Buan  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Joseph W. Lush and Barbara Sue  
 Owner(s) of Lot(s) 671, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

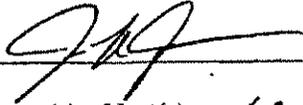
The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 11<sup>th</sup> day of June, 2004, to be his/her free act and deed.

Notary Public, State at Large, KY  
 My commission expires My commission expires July 21, 2007  
 Notary Public  
 Kentucky State at Large [Signature]



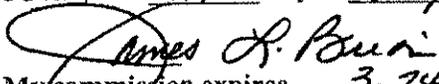
- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.


 \_\_\_\_\_ and 
 \_\_\_\_\_  
 Owner(s) of Lot(s) 600, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

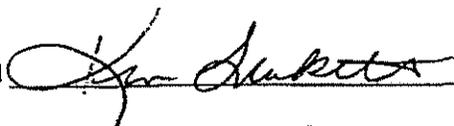
STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 14<sup>th</sup> day of Aug, 2004, to be his/her free act and deed.

  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

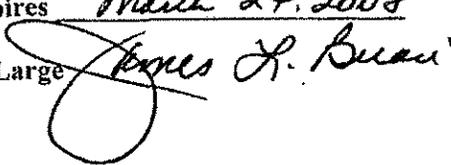
- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

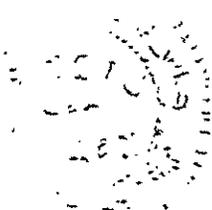
IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

 and   
 Owner(s) of Lot(s) 637, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 17<sup>th</sup> day of September, 2004, to be his/her free act and deed.

My commission expires March 24, 2008  
 Notary Public  
 Kentucky State at Large 



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

James M. Edlin, and Eva M. Edlin  
 Owner(s) of Lot(s) 633, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James R. Bair  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

*[Signature]* and *[Signature]*  
 Owner(s) of Lot(s) 632, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

*James A. Bair*  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Thomas R Hall and Kelly Hall

Owner(s) of Lot(s) 634, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James A. Bair  
My commission expires 3-24-2008  
Notary Public  
Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Steven W. Hartley and Arlene J. Hartley  
 Owner(s) of Lot(s) 646, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James L. Beeri  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

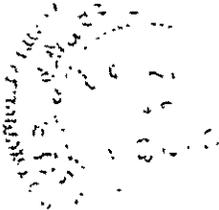
IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Trenae Metcalf and James P. Metcalf  
Owner(s) of Lot(s) 635, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James A. Bevin  
My commission expires 3-24-2008  
Notary Public  
Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

*William Williams* and *Gracie G. Williams*

Owner(s) of Lot(s) 638, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

*James S. Burr*  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Jeffrey L. Justice and \_\_\_\_\_  
 Owner(s) of Lot(s) 636, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James L. Bean  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

James Donald Bell and Angela M Bell  
 Owner(s) of Lot(s) 607, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James H. Burr  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Robert A. Beard and \_\_\_\_\_  
 Owner(s) of Lot(s) 685, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of October, 2004, to be his/her free act and deed.

James L. Buin  
 My commission expires 3-24-2008  
 Notary Public  
 Kentucky State at Large



- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

[Signature] and [Signature]

Owner(s) of Lot(s) 606, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 6th day of October, 2004, to be his/her free act and deed.

My commission expires 1-17-2005  
 Notary Public Martha Jane Gibson  
 Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

Traci Whitell and Joni Whitell

Owner(s) of Lot(s) TRACT 4, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 24<sup>th</sup> day of April, 2004, to be his/her free act and deed.

James L. Beeri  
My commission expires 3-24-2008  
Notary Public  
Kentucky State at Large

- (b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, with a total floor area of at least 2,500 square feet, exclusive of the garage.
- (c) The ground floor of a two story house shall be a minimum of 1,500 square feet, with a total floor area of 3,000 square feet, exclusive of the garage.

IN TESTIMONY WHEREOF, WITNESS the signatures of the homeowners of Glenmary, Section 16, as of the date stated below.

*[Signature]* and *[Signature]*  
 Owner(s) of Lot(s) TRACT #1, TRACT #2, TRACT #3, and ~~TRACT #4~~

STATE OF KENTUCKY  
 COUNTY OF JEFFERSON

The foregoing instrument was acknowledged and sworn to before me, a Notary Public, this 9<sup>th</sup> day of April, 2004, to be his/her free act and deed.

My commission expires *[Signature]*  
 Notary Public  
 Kentucky State at Large 3-24-2008

Document No.: 080001130364  
 Lodged by: borders & borders  
 Recorded on: 10/19/2004 10:18:53  
 Total Fees: 70.00  
 Transfer Tax: .00  
 County Clerk: BORME HOLSEMAN-JEFF CO KY  
 Deputy Clerk: YOLLO2

END OF DOCUMENT

DB07557PG0622

OK  
DMS  
12/8/00  
NO  
WPA

**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 16  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (this "Annexation") is made, declared, and imposed as of the 7~~th~~ day of December, 2000, by (i) NTS GLENMARY, LLC, a Kentucky limited liability company (the "Developer"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223

**P R E L I M I N A R Y   S T A T E M E N T :**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 16 dated as of March 6, 2000, of record in Deed Book 7411, Page 784, in the Office of the Clerk of Jefferson County, Kentucky (the "Declaration"), Developer has imposed and established certain covenants, conditions and restrictions for Glenmary Subdivision, Section 16, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration

B. Pursuant to Section 2, Article I of the Declaration, the Developer is empowered with the right to annex additional real property to Glenmary, Section 16, and to impose the Declaration upon such annexed real property

C. Pursuant to Section 2, Article I, of the Declaration, the Developer is empowered, in its sole discretion, to record with respect to any section a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Developer hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer hereby declares as follows

1. **Addition of Property** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property")

**BEING** Lots 600 through 607, inclusive, and Lots 670 through 687, inclusive, Glenmary, Section 16B, a plat of which is of record in Plat and Subdivision Book 47, Page 13, in the Office of the Clerk of Jefferson County, Kentucky

BEING a part of the same property conveyed to Developer by Deed dated January 6, 1999, of record in Deed Book 7164, Page 684, re-recorded in Deed Book 7202, Page 851, both in the Office of the Clerk of Jefferson County, Kentucky

Developer hereby declares that the Property 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, the Declaration as supplemented by this Supplemental Declaration, all of which shall run with the land made subject hereto, and be binding upon and inure to the benefit of all parties having the right, title or interest therein, their respective heirs, personal representatives, successors and assigns

**2. Modification of Section 3, Article III of the Declaration - Minimum Floor Areas**

With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Floor Areas", shall be deemed to be amended, supplemented and restated as follows

"Section 3. Minimum Floor Areas The following shall be the minimum finished floor areas for homes to be constructed within Lots 600 through 607, inclusive, and Lots 670 through 687, inclusive, Glenmary, Section 16B

(a) The ground floor area of a one story house shall be a minimum of 1,750 square feet, exclusive of the garage

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, with a total floor area of at least 1,750 square feet, exclusive of the garage

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, with a total floor area of at least 2,200 square feet, exclusive of the garage

(d) Finished basement areas, garages and open porches are not included in computing floor areas "

**3. Survival** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration and this Annexation shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner

**4. Definitions** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the Property, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration

5. **Reaffirmation** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written

WITNESS, the signature of the undersigned as of the day, month and year first above written

NTS GLENMARY, LLC, a Kentucky limited liability company

By NTS Residential Management Company, Manager

By Paul F. De...

Title Vice President

COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Neil A. Mitchell, the Vice President of NTS Residential Management Company, a Kentucky corporation and Manager of NTS Glenmary, LLC, a Kentucky limited liability company, for and on behalf of said corporation as manager of said limited liability company

My commission expires. April 27, 2002

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by  
Timothy W Martin

Timothy W Martin, Esq.  
Frost Brown Todd LLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

Document No.: DN2000165725  
Lodged By: NTS  
Recorded On: 12/08/2000 03:49:51  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: DDNREI

END OF DOCUMENT -3-

Recorded In Plat Book  
No 47 Page 13  
Part No. \_\_\_\_\_

DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 16  
JEFFERSON COUNTY, KENTUCKY

COPY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (this "Annexation and Supplemental Declaration") is made, declared, and imposed as of the \_\_\_ day of September, 2001, by (i) NTS GLENMARY, LLC, a Kentucky limited liability company (the "Developer"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 16 dated as of March 6, 2000, of record in Deed Book 7411, Page 784, in the Office of the Clerk of Jefferson County, Kentucky (the "Declaration"), Developer has imposed and established certain covenants, conditions and restrictions for Glenmary Subdivision, Section 16, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2, Article I of the Declaration, the Developer is empowered with the right to annex additional real property to Glenmary, Section 16, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 2, Article I, of the Declaration, the Developer is empowered, in its sole discretion, to record with respect to any property annexed to Glenmary, Section 16, a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Developer hereby imposes on the hereinafter described real property this Annexation and Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEGINNING at the most southeastern corner of a parcel owned by H.F.H., Inc., as recorded in Deed Book 5837, Page 661, in the Office of the Clerk of Jefferson County, Kentucky; thence North 07 degrees 00 minutes 45 seconds East for 1013.81 feet to a point; thence North 81 degrees 46 minutes 17 seconds West for 217.55 feet to a point; thence North 11 degrees 22 minutes 44 seconds East for 205.89 feet to a point; thence South 83 degrees 59 minutes 25 seconds East for 183.41 feet to a point; thence North 09 degrees

LESS AND EXCEPT so much of the above described real property as is contained within Glenmary, Section 16B, as recorded in Plat and Subdivision Book 47, Page 13, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by NTS Glenmary, LLC, a Kentucky Limited Liability Company, by Deed dated January 6, 1999, of record in Deed Book 7164, Page 684, re-recorded in Deed Book 7202, Page 851, both in the Office of the Clerk of Jefferson County, Kentucky.

Developer hereby declares that the Property 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, the Declaration as supplemented by this Annexation and Supplemental Declaration, all of which shall run with the land made subject hereto, and be binding upon and inure to the benefit of all parties having the right, title or interest therein, their respective heirs, personal representatives, successors and assigns. Notwithstanding anything to the contrary contained in the Declaration, the Property may be subdivided in the future by the owner of the Property, with an appropriate minor subdivision plat approved by the Louisville and Jefferson County Planning Commission, all as more particularly set forth in the Deed dated September 27, 2001, of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Clerk of Jefferson County, Kentucky (the "Deed"), but in no event shall the Property, as a whole, be subdivided into more than four (4) parcels total. In the event the Property is subdivided in the future as provided for herein and in the Deed, then each parcel shall be deemed a "lot" within the meaning of the Declaration. Until such time as the Property is subdivided, if ever, the Property shall be deemed a "lot" within the meaning of the Declaration.

2. **Modification of Section 6(a), Article II of the Declaration – Duty to Maintain Lot.** With respect to the Property only, the terms of Section 6(a), Article II of the Declaration, entitled "Duty to Maintain Lot", shall not apply to the Property. From and after the date of purchase of all or any part of the Property from Developer, the owner of that portion of the Property acquired shall be required to maintain the Property to those standards set forth in Section 6(b), Article II of the Declaration. The Developer shall have no obligation or exclusive right to perform any maintenance on the Property once the Property has been conveyed by Developer.

3. **Driveways.** Notwithstanding any provision of the Declaration to the contrary, with respect to the Property only, all driveways located on any portion of the Property shall be constructed of concrete and/or asphalt.

4. **Modification of Section 5, Article III of the Declaration – Garages; Carports.** With respect to the Property only, the terms of Section 5, Article III of the Declaration, entitled "Garages; Carports", shall be deemed to be amended, supplemented and restated as follows:

"Section 5. Garages; Carports.

(a) The openings or doors for vehicular entrances to any garage located on a lot greater than five (5) acres may face the front lot line. In the event that the Property is subdivided into a parcel or parcels containing less than five (5) acres, the openings or doors for vehicular entrances to any garage located on a parcel containing less than five (5) acres shall not face the front lot line unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. Detached garages shall be permitted on any lot greater than five (5) acres, but (i) only one detached garage shall be permitted on any one lot, (ii) the detached garage must be located within fifty (50) feet of the single family residence constructed on the lot, (iii) the detached garage shall be no larger than a four (4) car garage, and (iv) the detached garage must be constructed of the same type and color of exterior material as the single family residence constructed on the lot, unless otherwise approved in writing by Developer. No other detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on the Property."

5. Sod. Notwithstanding any provision of the Declaration to the contrary, with respect to the Property only, the owner of the Property shall not be required to sod any portion of the Property. However, following construction of a single family home on the Property, the owner will grade, seed and straw the disturbed portion of the Property to prevent erosion.

6. Survival. The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration and this Annexation and Supplemental Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

7. Definitions. Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the Property, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation and Supplemental Declaration as defined terms and not otherwise defined in this Annexation and Supplemental Declaration shall have the respective meanings ascribed thereto in the Declaration.

8. Joinder. Developer has contracted to sell the Property to Mark T. Lamkin and Jennifer A. Lamkin, husband and wife, who join herein for the purpose of acknowledging, consenting and agreeing to the terms and provisions of this Annexation and Supplemental Declaration.

DEED

THIS DEED is made on September 27, 2001, between

NTS Glenmary, LLC, a Kentucky limited liability company  
10172 Linn Station Road  
Louisville, Kentucky 40223

("Grantor");

AND

Mark T. Lamkin and Jennifer A. Lamkin, husband and wife  
535 Circle Valley Drive  
Louisville, Kentucky 40229

("Grantees").

WITNESSETH:

For a total consideration of \$450,000.00, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantees, for their joint lives with the remainder in fee simple to the survivor of them, with covenant of GENERAL WARRANTY, the following described real estate situated in Jefferson County, Kentucky:

BEGINNING at the most southeastern corner of a parcel owned by H.F.H., Inc., as recorded in Deed Book 5837, Page 661, in the Office of the Clerk of Jefferson County, Kentucky; thence North 07 degrees 00 minutes 45 seconds East for 1013.81 feet to a point; thence North 81 degrees 46 minutes 17 seconds West for 217.55 feet to a point; thence North 11 degrees 22 minutes 44 seconds East for 205.89 feet to a point; thence South 83 degrees 59 minutes 25 seconds East for 183.41 feet to a point; thence North 09 degrees 05 minutes 32 seconds East for 522.75 feet to a point; thence North 09 degrees 12 minutes 48 seconds East for 155.35 feet to a point; thence North 84 degrees 00 minutes 01 seconds West for 668.42 feet to a point; thence North 83 degrees 58 minutes 41 seconds West for 895.78 feet to a point; thence South 86 degrees 33 minutes 42 seconds West for 99.27 feet to a point; thence South 49 degrees 55 minutes 55 seconds West for 27.05 feet to a point; thence South 30 degrees 02 minutes 43 seconds East for 347.26 feet to a point; thence South 17 degrees 58 minutes 16 seconds East for 219.98 feet to a point; thence South 22 degrees 08 minutes 51 seconds East for 323.37 feet to a point; thence South 08 degrees 03 minutes 09 seconds East for 303.59 feet to a point; thence South 10 degrees 52 minutes 45 seconds East for 109.62 feet to a point; thence North 38 degrees 43 minutes 47 seconds East for 17.56 feet to the beginning of a curve, said curve having central angle 28 degrees 03 minutes 29 seconds, radius 250.00 feet, chord bearing North 52 degrees 45 minutes 31 seconds East, and chord distance 121.21 feet, along the said curve for an arc distance of 122.43 feet to the end of the curve, said point also being the beginning of a curve, said curve having central angle 28 degrees 03 minutes 29 seconds, radius 250.00 feet, chord bearing North 80 degrees 49 minutes 00 seconds East, and chord distance 121.21 feet, along the said curve for an arc distance of 122.43 feet to the end of the curve, said point also being the beginning of a curve, said curve having central angle 33 degrees 04 minutes 06 seconds, radius 250.00 feet, chord bearing South 68 degrees 37 minutes 12 seconds East, and chord distance 142.29 feet, along the said curve for an arc distance of 144.29 feet to the end of the curve, said point also being the beginning of a curve, said curve having central angle 02 degrees 36 minutes 31 seconds, radius 250.00 feet, chord bearing South 50 degrees 46 minutes 53 seconds East, and chord distance 11.38 feet, along the said curve for an arc distance of 11.38 feet to the end of the curve, said point also being the beginning of a curve, said curve having central angle 31 degrees 14 minutes 47 seconds, radius 250.00 feet, chord bearing South 33 degrees 51 minutes 15 seconds East, and chord distance 134.65 feet, along the said curve for an arc distance of 136.34 feet to the end of the curve, said point also being the beginning of a

curve. said curve having central angle 09 degrees 54 minutes 02 seconds, radius 606.62 feet, chord bearing South 23 degrees 10 minutes 52 seconds East, and chord distance 104.69 feet, along the said curve for an arc distance 104.82 feet to the end of the curve; thence South 61 degrees 52 minutes 07 seconds West for 60.00 feet to a point; thence South 15 degrees 32 minutes 12 seconds West for 574.46 feet; thence South 84 degrees 34 minutes 12 seconds East 735.00 feet to the point of beginning; LESS AND EXCEPT so much of the above described real property as is contained within Glenmary, Section 16B, as recorded in Plat and Subdivision Book 47, Page 13, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by NTS Glenmary, LLC, a Kentucky Limited Liability Company, by Deed dated January 6, 1999, of record in Deed Book 7164, Page 684, re-recorded in Deed Book 7202, Page 851, both in the Office of the Clerk of Jefferson County, Kentucky.

Grantor covenants that it has lawful seizin of the estate hereby conveyed, that it has full right and power to convey the same, and that said estate is free and clear of all liens and encumbrances, except liens for real property taxes and assessments due and payable in 2001, which taxes shall be prorated as of the date hereof and which taxes Grantor assumes and agrees to pay, and 2002 and thereafter, which taxes Grantees assume and agree to pay; but this conveyance is made subject to all easements, restrictions and stipulations of record, including, without limitation, the Declaration of Covenants, Conditions and Restrictions of Glenmary Subdivision, Section 16, recorded in Deed Book 7411, Page 784, as Supplemented in Deed Book 7740, Page 405, in aforesaid Clerk's Office, (as supplemented, the "Deed Restrictions"), and the restrictions hereinafter set forth, and governmental laws and regulations affecting the property.

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The real property conveyed herein shall be deemed to be one (1) "Lot" under, pursuant to, and for the purposes of, the Deed Restrictions, unless subdivided as hereinafter provided. The Grantor and Grantees hereby restrict the Property as follows:

The Grantees, and their heirs, personal representatives, successors and assigns, as the owners of the Property, may not in the future subdivide said Property, without (i) the prior written consent of the Grantees, or their heirs, personal representatives, successors or assigns, and (ii) an appropriate minor subdivision plat approved by the Louisville and Jefferson County Planning Commission; and in no event shall the Property, as a whole, be subdivided into more than four (4) lots total. This restriction shall be deemed a covenant running with the land and is binding upon and shall inure to the benefit of the Grantees and their heirs, personal representatives, successors and assigns.

Grantor and Grantees do hereby certify that the above stated consideration in the amount of \$450,000.00, is the true, correct and full consideration paid for the property herein conveyed.

WITNESS the signatures of the Grantor and Grantees as of the above date.

NTS Glenmary, LLC, a Kentucky limited liability company  
By: NTS Residential Management Company, Manager

By: Susan M. Howard

Title: Vice President

("Grantor")



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JK  
DMS  
12/8/00  
NS  
W/A

DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 16  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (this "Annexation") is made, declared, and imposed as of the 7<sup>th</sup> day of December, 2000, by (i) NTS GLENMARY, LLC, a Kentucky limited liability company (the "Developer"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

P R E L I M I N A R Y   S T A T E M E N T :

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Glenmary, Section 16 dated as of March 6, 2000, of record in Deed Book 7411, Page 784, in the Office of the Clerk of Jefferson County, Kentucky (the "Declaration"), Developer has imposed and established certain covenants, conditions and restrictions for Glenmary Subdivision, Section 16, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2, Article I of the Declaration, the Developer is empowered with the right to annex additional real property to Glenmary, Section 16, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 2, Article I, of the Declaration, the Developer is empowered, in its sole discretion, to record with respect to any section a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Developer hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Developer hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 600 through 607, inclusive, and Lots 670 through 687, inclusive, Glenmary, Section 16B, a plat of which is of record in Plat and Subdivision Book 47, Page 13, in the Office of the Clerk of Jefferson County, Kentucky.

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BEING a part of the same property conveyed to Developer by Deed dated January 6, 1999, of record in Deed Book 7164, Page 684, re-recorded in Deed Book 7202, Page 851, both in the Office of the Clerk of Jefferson County, Kentucky.

Developer hereby declares that the Property 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, the Declaration as supplemented by this Supplemental Declaration, all of which shall run with the land made subject hereto, and be binding upon and inure to the benefit of all parties having the right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

**2. Modification of Section 3, Article III of the Declaration - Minimum Floor Areas.**

With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. Minimum Floor Areas. The following shall be the minimum finished floor areas for homes to be constructed within Lots 600 through 607, inclusive, and Lots 670 through 687, inclusive, Glenmary, Section 16B:

(a) The ground floor area of a one story house shall be a minimum of 1,750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, with a total floor area of at least 1,750 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, with a total floor area of at least 2,200 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas."

**3. Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration and this Annexation shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

**4. Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the Property, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

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5. Reaffirmation. Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signature of the undersigned as of the day, month and year first above written.

NTS GLENMARY, LLC, a Kentucky limited liability company

By: NTS Residential Management Company, Manager

By: Paul F. Dr...

Title: Vice President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of December, 2000, by Neil A. Mitchell, the Vice President of NTS Residential Management Company, a Kentucky corporation and Manager of NTS Glenmary, LLC, a Kentucky limited liability company, for and on behalf of said corporation as manager of said limited liability company.

My commission expires: April 27, 2002

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

This instrument prepared by:

Timothy W. Martin

Timothy W. Martin, Esq.  
Frost Brown Todd LLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

Document No.: DN2000165726  
Lodged By: NTS  
Recorded On: 12/08/2000 03:49:51  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: DONREI

END OF DOCUMENT

Recorded In Plat Book

No. 47 Page 13

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GLENMARY, SECTION 16  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY, SECTION 16 (the "Declaration"), is made on the 6th day of March, 2000, by NTS GLENMARY, LLC, a Kentucky limited liability company, with principal office and place of business at 10172 Linn Station Road, Louisville, Kentucky 40223 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I — PROPERTY SUBJECT TO THIS  
DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows (the "Property"):

BEING LOTS 629 through 640, inclusive, as shown on the plat of Glenmary, Section 16A, of record in Plat and Subdivision Book 46, Page 41, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated January 6, 1999, of record in Deed Book 7164, Page 684, re-recorded in Deed Book 7202, Page 851, both in the Office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development.

Developer intends to make this section containing 12 buildable lots a part of a larger community being developed in accordance with current plans and known as Glenmary ("Glenmary"). Additional land described in Deed Book 7164, Page 684, rerecorded in Deed Book 7202, Page 851, in the Office of the Clerk of Jefferson County, Kentucky, may be included by Developer as other sections of Glenmary.

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Glenmary which may become subjected to this Declaration or a similar set of deed restrictions and the common area allocable to the owners of all such lots within Glenmary shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions, and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Glenmary may be annexed to Glenmary by Developer.

Section 3. Lots 101 and 102. Lots 101 and 102 as shown and designated on the plat of Glenmary, Section 15-A, of record in Plat and Subdivision Book 45, Page 44, in the Office of the Clerk of Jefferson County, Kentucky, as "Open Space Non-Buildable Lots" represent access easements established for adjacent property owners as set out in Deed Book 5244, Page 809, Deed Book 341, Page 337, Deed Book 3891, Page 556, Deed Book 3626, Page 558 and Deed Book 3976, Page 270, all in the Office of the Clerk of Jefferson County, Kentucky. The access easements encumbering Lots 101 and 102 are not intended for use by, and shall not be used by, the owners or residents of any lots in Glenmary Subdivision, and no lot in Glenmary Subdivision shall have any direct vehicular access thereto. Lots 101 and 102 are not part of the open space land within Glenmary Subdivision and shall not be maintained by the Community Association, as hereinafter defined, and such lots are subject to the terms and conditions of the access easements as set forth above.

## ARTICLE II — USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot. 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 Glenmary, Section 16, 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 infirmed, (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 persons 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, or (10) any "group home" or other similar use as determined by the Developer.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

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

(c) No trailer, truck (excluding pick-up trucks and sport utility vehicles), motorcycle, commercial vehicle, limousine, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in Glenmary. No trailer, boat, truck, or other vehicle, except an automobile, pick-up truck or sport utility vehicle, shall be parked on any street in Glenmary for a period in excess of twenty-four hours in any one calendar year.

(d) No vehicle shall be continuously or habitually parked on any street or public right-of-way in Glenmary.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided 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 the Developer 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 of a dog, cat or other pet in the common area or open space 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.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting; Play Equipment.

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

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences, and all fences shall be constructed so that the finished side thereof shall face away from the lot upon which such fence is constructed and shall not exceed forty-eight inches (48") in height unless otherwise approved in writing by the Developer, or any person or association to whom it may assign the right of approval. All fences, as structures, are subject to prior written plan approval by Developer under Section 1 of Article III of this Declaration. No wire or chain link fences are permitted in Glenmary except for tennis court fences permitted under Section 5(c) below. Developer reserves the right, in its sole discretion, however, Developer is under no obligation to do so, to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood perimeter fences. Maintenance of any fence placed or replaced by the Developer on the perimeter of the subdivision shall be the responsibility of the lot owner on whose lot such portion of the fence is located. Notwithstanding any provision of this Declaration to the contrary, with respect to Glenmary, Section 16, invisible fences to be installed on any lot may not extend into the front or street side yard of any such lot more than ten feet (10') beyond the applicable front or street side yard setback lines as shown on any plat of Glenmary, Section 16.

(c) No tennis court fence shall be erected on any lot in Glenmary unless (i) the fencing is coated with black or green vinyl and (ii) the plan for such fence has been approved by the Developer in writing pursuant to Section 5(b) above.

(d) No aboveground swimming pools shall be permitted on any lot in Glenmary, Section 16. No inground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer, or any person or association to whom it may assign the right of approval, and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes" provided, however, satellite dishes smaller than twenty inches (20") in diameter which are installed on the structure of the house above the first floor height and not on the front or any street side of the structure are acceptable) shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer, or any person or association to whom it may assign the right of approval, and may be arbitrarily and unreasonably withheld.

(f) Any 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 Developer. All lot owners and residents of Glenmary, Section 16 are hereby advised that 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 Developer in its sole discretion.

(g) All exterior or outside play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of Developer in its sole discretion, and all lot owners and residents of Glenmary, Section 16 are advised to obtain the approval of Developer, or any person or entity to whom it may assign the right of approval, prior to the construction or placement of any such equipment on any lot.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot which Developer deems necessary, including but not limited to mowing; provided, that Developer shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof from the lot, although Developer 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 Developer or the Community Association to the lot owner that any of the same constitute a danger or are unsightly. Each owner shall be assessed an annual fee payable in January at the initial rate of \$18.00 per month for the first two (2) years following the date the lot owner acquires

title to a lot; thereafter, Developer may assess the lot owner at an amount Developer, in its sole discretion, determines necessary to maintain the lot. Such maintenance fees shall be appropriately prorated for partial year ownership of a lot conveyed by Developer, and shall be paid by the lot owner in any case within thirty (30) days of demand of Developer. All such fees due and payable to Developer from a lot owner pursuant to the terms of this Section 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 amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(b). 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 and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together 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 amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(c) Each lot owner, by acceptance of a deed for the lot, releases and shall indemnify and hold harmless Developer from and against all losses or damages which may accrue to such lot owner's lot, and the vegetation thereon, arising from any activities of Developer and/or lot owner pursuant to this Section 6.

Section 7. Duty to Repair and Rebuild.

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

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

Section 8. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within twelve months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans for Glenmary. It shall be the responsibility of each lot owner to ensure that the grading of his lot shall comply with the drainage plan. If the drainage plan is not followed and drainage is blocked or altered, the lot owner shall correct the problem at his expense or the Developer may correct the problem and the lot owner shall be responsible for any costs or expenses to correct the problem. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. It shall be the responsibility of each lot owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from lot owner's lot upon any other property in Glenmary. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

Section 11. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. There shall be no burning of trash or other refuse on any lot. 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. The sanitary disposal company responsible for the collection of trash and garbage in Glenmary, Section 16 shall be selected by the Community Association, and no other company shall be used without the express written approval of the Community Association.

Section 12. Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric Company's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on any recorded plat of Glenmary, Section 16, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or 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 communication, telecommunication and energy transmission mediums.

Section 13. Rules for Common Area. Glenmary Homeowners Association, Inc. (the "Community Association") is authorized to adopt rules for the use of the common area and such rules shall be furnished in writing to the lot owners.

Section 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 Glenmary by the Louisville Water Company and the Louisville and Jefferson County Metropolitan Sewer District, respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any lot.

Section 15. Air Conditioning Units. Except as may be permitted from time to time, by Developer in its sole discretion, no window air conditioning units may be kept or used on any lot.

Section 16. Lighting. Except for seasonal Christmas/Holiday season decorative lights, and attendant displays and decoration, which may be displayed from December 1 of each year through the following January 10 and only as shall be acceptable to Developer in its sole discretion, all exterior lights must receive the prior written approval of Developer.

### ARTICLE III — ARCHITECTURAL CONTROL

Section 1. Approval of Grading, Construction and Landscape Plans.

(a) No clearing or grading of any lot shall be permitted, and no structure may be erected, placed or altered on any lot until a lot grading plan showing proposed clearing limits, grading and house location, and construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations), which must be in compliance with the drainage and grade plans for Glenmary; (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete and 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 Developer in its sole discretion); and (v) the time frame within which all construction shall be completed, shall have been approved in writing by the Developer in its sole discretion.

(b) In addition to the plans referred to in subparagraph (a) of this Section 1, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot and the time frame within which such landscaping shall be completed. Each landscape plan for a lot submitted to the Developer shall obligate, and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the lot) the two trees as provided in Article III, Section 6(d) hereof, and foundation shrubs and other plantings having a current fair market value of not less than \$1,500.00. The approved landscaping must be installed prior to the commencement of occupancy of the

residence on the lot; when seasonal limitations prohibit, the approved landscaping on and/or sodding of, the lot must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Developer. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by Developer, in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the installation of the landscaping and/or sodding on a lot within the time frame established pursuant to the landscape plans and specifications therefor approved by Developer, the lot owner shall, within fifteen (15) days after written notice from Developer, complete such landscaping in a good, workmanlike and professional manner. Should such lot owner fail to complete such landscaping within the applicable period provided above, Developer may, in its sole discretion, elect to complete such landscaping on such lot in accordance with the approved plans therefor, and Developer, 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 Developer 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 Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below. The Developer reserves the right to waive these requirements.

(c) All approved construction activities, and landscape activities shall be completed by the lot owner within the time frame specified in the approved plans contemplated in (a) above. Upon completion of all such construction, the lot owner shall, at the lot owner's cost, furnish to Developer upon request a written statement and certification of the lot owner's builder and/or an engineer acceptable to Developer, to the effect that (i) the improvements constructed upon the lot substantially conform to the plans and specifications approved pursuant to this Section 1, and (ii) drainage of the lot after improvement is in positive drainage compliance with the drainage plans for Glenmary, Section 16. Developer reserves the right to require any builder to post separate deposits with Developer to ensure compliance with such approved construction plans and/or drainage plans and/or landscape plans for Glenmary, Section 16, in such amount as Developer shall from time to time elect not in excess of Ten Thousand Dollars (\$10,000.00) for each such deposit.

(d) 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 Glenmary, Section 16, the lot owner shall, within thirty (30) days after written notice from Developer (or such greater period as Developer shall specify in

such notice), cause such non-compliance to be fully remedied to the satisfaction of Developer. Further, in the event that the lot owner shall fail to 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 Developer, the lot owner shall, within thirty (30) days after written notice from Developer, complete such improvements in a good, workmanlike 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 Developer or within such other period as shall be reasonably specified by Developer (which specification shall be deemed reasonable if confirmed 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, Developer 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 Developer, 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 Developer 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 Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(e) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this Section 1 shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae), microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pools and tennis courts.

(f) No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of the Developer, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with the construction thereof and other improvements on the lot.

Section 2. Building Materials: Roof: Builder: Architectural Standards.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials may

be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 7 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 7 inches vertical for every 12 inches horizontal with the prior written consent of Developer in its sole discretion, which consent may be arbitrarily and unreasonably withheld by Developer, and a plane of 8 inches vertical for every plane of 12 inches horizontal for one story structures.

(c) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor or builder (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by any lot owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to ensure (i) the maintenance of a high quality of construction within Glenmary, (ii) that the economic value of other lots and structures within Glenmary will not be impaired by the construction of residential structures not of the same or comparable quality as now exist in Glenmary, and (iii) the maintenance of the existing high aesthetic quality of Glenmary. Nothing contained in this Section 2(c) or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Developer 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 Glenmary, Section 16.

(d) Developer reserves the right to issue and modify from time to time architectural and other standards and design guidelines to assist lot owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to Section 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 limitation, the following: trash and debris 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. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The ground floor area of a one story house shall be a minimum of 1,750 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,000 square feet, with a total floor area of at least 1,750 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 1,100 square feet, with a total floor area of at least 2,200 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on any recorded plats of Glenmary, Section 16, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Side yard setbacks, unless otherwise shown on any recorded plats of Glenmary, Section 16, shall conform to the applicable zoning regulations. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages: Carports.

(a) The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on any lot in Glenmary, Section 16.

Section 6. Sod: Sidewalks: Driveways: Trees.

(a) Within thirty (30) days after the construction of a residence, the lot owner shall grade and sod that portion of the lot located between the pavement of any abutting streets and the rear corners of any residence constructed on the lot (generally the front yard, the side yard and any street side yard), and shall seed and straw the remainder of the lot (generally the rear yard). For corner lots, Developer reserves the right to require the lot owner to grade and sod a greater portion of the lot where it is adjacent to any street.

(b) If required by the Jefferson County Department of Public Works, each lot owner shall cause a sidewalk to be constructed on his lot at the first to occur of (i) prior to completion of construction of a residence on the lot, or (ii) one year from the date

construction of a residence on 80% of the lots in Glenmary, Section 16, as applicable, has begun, whether or not the lot owner has begun construction on that particular lot.

(c) Each lot owner shall concrete the driveway, and thereafter maintain the same in good repair and condition, within thirty days after completion of a single family dwelling; that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good 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.

(d) Upon construction of a residence, the owner shall cause to be planted two (2) trees (each with a minimum trunk diameter of three inches) in the front yard of the lot. Such requirement may be waived by Developer if existing trees (at least 3" in diameter) are already growing in the front yard of the lot. No tree shall be removed from any lot, except in the case of emergencies, without the prior written approval of Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to cause compliance therewith, without liability of Developer, or any of its successors, assigns, officers, employees, stockholders, partners, agents, servants or contractors, or affiliates or related entities, to the lot owner or others for trespass or otherwise, and the lot owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at the same rate prescribed or permitted pursuant to Article II, Section 6(a), and Developer 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 IV hereof.

Section 7. Mail and Paper Boxes; Hedges. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer in its sole discretion. Each lot owner is advised that Developer shall require that a uniform mail box and paper holder (with uniform letters and numbers) be purchased directly from Developer, a related entity, or a specified third party vendor in order to ensure uniform use and appearance in Glenmary, Section 16.

Section 8. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Developer reserves the right to reject any plans that do not comply with such architectural and other standards set forth in any design guidelines which may be issued from time to time by Developer.

#### ARTICLE IV — COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every owner shall have a 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. The common area means and refers to all areas designated as "common area" or "open space" on any recorded final subdivision plat within any portion of Glenmary (except as otherwise set forth in Article I, Section 3 hereof) made subject to the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area. The Board of Directors of the Community Association may, as part of the operation of the recreational facilities, if any, permit nonresidents of Glenmary to use the recreational facilities, if any, for a reasonable annual fee, payable to the Community Association. Such users shall not be members of the Community Association.

(b) 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 located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area.

(c) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities, if any, by an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) 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 Community Association. Provided, however, no common areas, including medians in the right of way, open spaces or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph shall not be amended by the Community Association.

Section 2. 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 to the members of his family or to his tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the lot.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the Board of Directors of the Community Association shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the

common area, or any equipment, facilities or fixtures affecting or serving other lots of the common area or to make any alteration required by any governmental authority.

Section 4. Assessments: Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association annual assessments or charges, such assessments to be established and collected as provided in this Article IV. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' 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 his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments.

The annual assessments may only be used for purposes generally benefitting the Community Association. The Community Association will maintain the common areas or open spaces and signature walls which are an integral part of the subdivision community and development and it is specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that this Declaration shall be amended, altered, modified, or canceled, then in such event, the lot owners shall continue to be obligated to maintain the common areas, open spaces and signature walls of Glenmary unless and until the said common areas, open spaces and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

Section 6. Annual Assessment.

Every lot owner, except Developer, shall pay an annual assessment on February 1, which assessment shall be \$200.00 per lot for 2000. This same amount shall automatically be charged annually until the Community Association gives notice of an increase or decrease. The annual assessment shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent. All annual assessments shall constitute a lien upon the lot and any improvements thereon, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

Section 7. Uniform Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors of the Community Association may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is acquired by someone other than the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first acquired.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association may bring an action at law against the owner personally obligated to pay the 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 assessments provided for herein in non-use of the common area or abandonment of his lot.

Section 10. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 11. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation, and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 12. Classes of Membership. Effective with the occupancy of a house on any lot, the lot owner will automatically be a Class A member of the Community Association.

## ARTICLE V — GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Any such lot owner, Developer 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 attorneys' fees. Any award of damages received by Developer or the Community Association in connection with any such action, and all costs and expenses incurred by Developer 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 IV, 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.

Section 2. 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 judicial foreclosure thereof and sale of lot encumbered thereby, with the lot owner and any other persons responsible therefor remaining liable for any deficiency.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this Section 4, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Section 5. Amendments to Articles and Bylaws of the Community Association. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and/or Bylaws.

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Section 6. Non-Liability of the Directors. Neither Developer nor the directors of the Community Association shall be personally liable to the owners of the lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and their respective heirs, executors, administrators, successors and assigns in accordance with the Articles of Incorporation of the Community Association.

Section 7. Board of Directors of the Community Association's Determination Binding. In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Community Association, the determination thereof by the Board of Directors of the Community Association shall be final and binding on each and all such owners.

Section 8. Incorporation by Reference on Resale. Upon the sale or other transfer of any lot, any deed purporting to effect such transfer shall contain a 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 so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the lot conveyed thereby from the effect of this Declaration.

Section 9. Reservation of Easement. Developer 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 such other use as Developer shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Developer, its successors and assigns, and of any lot or other portion of Glenmary, and other persons or entities, selected by Developer in its sole discretion; provided that sidewalks, driveways and other structures approved pursuant to Article III hereof, and utilities to serve such lot, shall be permitted to cross such easement.

Section 10. Developer's Right to Complete Development. No provision of this Declaration shall be construed to prevent or limit Developer's rights to complete the development, construction, promotion, marketing, sale and leasing of lots developed from the Property; to construct or alter improvements on any real property owned by Developer; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Developer; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Nothing in this Section 10 shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration, and Developer 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 11. Reservation of Additional Easements, Exceptions and Exclusions. Developer 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 or open spaces 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 Glenmary for the best interest of the lot owners and the Community Association, in order to serve the lot owners within Glenmary. Developer further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions and exclusions convenient or necessary for the use and operation of any other property of the Developer, as long as it does not unduly hamper the enjoyment of Glenmary, as built or expanded, by the lot owners.

Section 12. Drainage Easement. An easement is hereby reserved to the Developer and granted to the Community Association, and their respective offices, agents, employees, successors and assigns, to enter upon, across, over, in, and under all lots and any portion of the common area or open space for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the common area or open space so as to improve the drainage of water on the common area or open space. 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 slightly and usable condition as soon as reasonably possible following such work. Developer, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Community Association prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 13. Glenmary Golf Course and Club. The Glenmary Golf Course and Club is a private golf course and club, with separate, private and limited membership, and the Glenmary Golf Course and Club and its attendant golf course and facilities shall not constitute an amenity or recreational facility of Glenmary, Section 16, and will not be conveyed to, or otherwise made subject to the control or jurisdiction of the Community Association, nor will the same be otherwise used in common by, or be subject to any right of enjoyment in favor of, the lot owners or the owners of any other lots in Glenmary. No lot owner or any other person or entity shall obtain or be entitled to any membership or other right, title or interest, or right of enjoyment or use, in or to the Glenmary Golf Course and Club or its facilities, including, without limitation, the Glenmary Golf Course, by virtue of ownership of any lot or lots, membership in the Community Association or residence in Glenmary.

All lot owners, and other residents of Glenmary, are hereby advised, and by acceptance of a deed for a lot, and/or residence in Glenmary, as applicable, hereby acknowledge and agree, that the Glenmary Golf Course and Club, and its attendant facilities, are situated in Glenmary, and that such lot owner or other person or entity is aware of, accepts and assumes the risks and hazards of a golf course and of residence within a community bordering and/or containing a golf course, and hereby releases from all such risks and hazards Developer and the Community Association, and all entities affiliated with or related to any of the foregoing, and all of the respective successors, assigns, officers, partners, employees, agents and contractors of all of the foregoing (collectively, the "Released Parties"). These risks and hazards include, by way of illustration and not limitation, the possibility of personal injury and/or property damage occasioned by stray or errant golf balls and/or trespass upon a lot by golfers. Provided, that in no event shall the provisions of this Section be construed to relieve golfers for liability under Kentucky law for damage caused by or resulting from errant golf balls and/or trespass without right. Further, all such persons and entities constituting the Released Parties shall have no responsibility or liability to any lot owner or resident of Glenmary for any claims or liability based upon or related to (i) the design, layout or construction of the Glenmary Golf Course or other facilities, or (ii) the activities and/or acts of any golfers or other persons present on or using the Glenmary Golf Course or other facilities.

In the event any lot owner sells or transfers any lot subject to this Declaration, the contract for sale therefor and any deed purporting to effect such transfer shall contain a provision agreed to by the purchaser of the lot and acceptable to Developer incorporating the terms of this Section; provided, however, the failure of any deed to so incorporate by reference such provisions shall not affect the validity of such deed nor shall such failure be deemed to release the lot conveyed, or the purchasers of such lot, from the effect hereof or of the other provisions of this Declaration.

Developer does not represent, warrant or guarantee, and hereby expressly disclaims, that the Glenmary Golf Course and facilities, as a private club, will remain open as a country club, private or otherwise, or will continue to be used for such purposes.

All owners of lots bordering on, or backing up to the golf course, shall, during construction on the lot, place a fabric silt fence at least eighteen inches (18") in height with a minimum of four inches (4") underground, along the perimeter of the lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the lot is seeded and grass has been established. The purpose of the silt fence is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from the lot to the golf course land. Removal or clean-up of the above-referenced items shall be at lot owner's sole cost and expense.

WITNESS the signature of Developer by its duly authorized Manager on this 6th day of March, 2000.

NTS Glenmary, LLC,  
a Kentucky limited liability company

By: NTS Residential Management Company  
Manager

By: Paul F. Dries

Title: Vice President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me on this 6th day of March, 2000, by Paul F. Dries as Vice President of NTS Residential Management Company, a Kentucky corporation and the Manager of NTS Glenmary, LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: April 27, 2002

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

The foregoing instrument was prepared by:

Timothy W. Martin

Timothy W. Martin, Esq.  
Brown, Todd & Heyburn, PLLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

**Recorded in Plat Book**

No. 46 Page 41

Part No. \_\_\_\_\_

Document No.: DN2000029341  
Lodged By: GLENMARY SECTION 16A  
Recorded On: 03/07/2000 11:46:00  
Total Fees: 50.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: DONREI

RECORDED & INDEXED

10-12-2003

27

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GLENMARY SUBDIVISION, SECTION 19  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENMARY SUBDIVISION, SECTION 19 (the "Declaration") is made on the 17<sup>th</sup> day of OCT., 2003, by Glenmary Ridge, LLC, a Kentucky limited liability company, with principal office and place of business at 8401 Shelbyville Road, Louisville, Kentucky 40222 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I – DEFINITIONS

Section 1. ARC shall refer to the Glenmary Ridge, LLC Design Review Committee, and its successors and assigns that are designated in writing and are designated at Developer's option.

Section 2. Articles shall mean the Articles of Incorporation of Glenmary Ridge, LLC, as the same may be amended or supplemented from time to time.

Section 3. Assessments shall mean all of the following: Common Expense Assessments, Individual Assessments, Special Assessments and Penalty Assessments.

Section 4. Assessment Year shall mean the calendar year or such other period of twelve (12) consecutive months selected by the Developer for the levying, determining and assessing of the annual Assessments under this Declaration.

Section 5. Board of Directors shall mean the Board of Directors of Glenmary Ridge, LLC.

Section 6. Bylaws shall mean the Bylaws of Glenmary Ridge, LLC, as the same may be amended or supplemented from time to time.

Section 7. Common Areas shall mean all real property (including the improvements thereto) owned or leased by the Community Association for the common use and enjoyment of the Owners.

Section 8. Common Expenses shall mean (i) expenses of administration, operation, management, maintenance, repair, and replacement of the Common Area; (ii) expenses declared Common Expenses by the Community Association; (iii) all sums lawfully assessed against the Lots by the Board of Directors; and (iv) expenses agreed upon as Common Expenses by the Members of the Community Association.

Section 9. Community Association shall mean and refer to the Glenmary Homeowners' Association, Inc. a corporation not-for-profit, its successors and assigns.

Section 10. Declaration shall mean this document, together with all exhibits attached hereto, and all amendments and supplements hereto.

Section 11. Developer shall mean and refer to Glenmary Ridge, LLC, a Kentucky limited liability company, its successors and assigns. A person or entity shall be deemed a "successor and assign" of Glenmary Ridge, LLC as the Developer only if specifically designated in writing by Glenmary Ridge, LLC as a successor Developer or assignee of Glenmary Ridge, LLC rights as the Developer in whole or to part of the Property and if such written instrument is duly recorded in the real estate records of Jefferson County, Kentucky.

Section 12. Household Pets shall mean and refer to tropical fish, small pet rodents (gerbils or hamsters) dogs, cats and small birds, kept as pets that are normally kept inside the home.

Section 13. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property as a "Lot," and all improvements now or hereafter constructed thereon, with the exception of any Common Area and any dedicated roadways, utility easements, drainage ways, parks, and open space.

Section 14. Member shall mean every person or entity who is a record owner of a fee or undivided interest in any Lot, including Developer and contract sellers, but not including contract purchasers.

Section 15. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding contract purchasers and those having such interest merely as security for performance of an obligation.

Section 16. Plat shall mean any recorded plat for any portion of the Property, and any supplements, amendments, or modifications thereto. Developer reserves the right to amend the Plat, at any time and from time to time, until December 31, 2006, to conform the Plat according to the actual location of any of the constructed improvements and to establish, vacate, or relocate easements.

Section 17. Project shall mean all of the Property, including real property and improvements annexed thereto pursuant and all improvements thereon, together with all rights, duties, easements, and appurtenances belonging thereto submitted by this Declaration and any amendments and supplements thereto.

Section 18. Property shall mean and refer to that real property described in Article II herein, and all improvements and structures thereon, and such additional real property as may hereafter be brought within the jurisdiction of the Community Association.

#### ARTICLE II -- PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows (the "Property"):

BEING LOTS 1 through 61, inclusive as shown on the plat of Glenmary Estates, (Section 19 of Glenmary), of record in Plat and Subdivision Book 49, Page 26, in the office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated November 1, 2002, of record in Deed Book 7994, Page 976, in the Office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 61 buildable Lots a part of a larger community being developed in accordance with current plans and known as Glenmary ("Glenmary").

The Common Area initially covered by this Declaration shall inure to the benefit of the owners of any new Lots within Glenmary Estates (Section 19 of Glenmary) which may become subjected to this Declaration or a similar set of deed restrictions and the Common Area allocable to the Owners of all Lots within Glenmary shall inure to the benefit of the Owners of Lots recorded earlier, each to enjoy the Common Area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions to this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and Common Area which are not presently a part of the general plan of development of Glenmary Estates, (Section 19 of Glenmary), but may be annexed to Glenmary Estates, (Section 19 of Glenmary), by Developer.

Section 3. Lots 101 and 102. Lots 101 and 102 as shown and designated on the Plat of Glenmary, Section 15-A, of record in Plat and Subdivision Book 45, Page 44, in the Office of the Clerk of Jefferson County, Kentucky, as "Open Space Non-Buildable Lots" represent access easements established for adjacent property owners as set out in Deed Book 5244, Page 809, Deed Book 341, Page 337, Deed Book 3891, Page 556, Deed Book 3626, Page 558 and Deed Book 3976, Page 270, all in the Office of the Clerk of Jefferson County, Kentucky. The access easements encumbering Lots 101 and 102 are not intended for use by, and shall not be used by, the Owners or residents of any Lots in Glenmary Estates (Section 19 of Glenmary), and no Lot in Glenmary Estates (Section 19 of Glenmary) shall have any direct vehicular access thereto. Lots 101 and 102 are not part of the open space land within Glenmary Estates (Section 19 of Glenmary) and shall not be maintained by the Community Association, as hereinafter defined, and such Lots are subject to the terms and conditions of the access easements as set forth above.

## ARTICLE II – USE RESTRICTIONS

Section 1. Primary Use Restrictions. No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the Lot), not to exceed two and one-half stories in height and containing a garage for the sole use of the Owner and occupants of the Lot. 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 Glenmary Estates, (Section 19 of Glenmary), 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 persons 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, or (10) any "group home" or other similar use as determined by the Developer.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by the Developer or a builder, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Owner from constructing, erecting or maintaining any structure (such as a gazebo, storage shed, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by ARC, as defined herein, or any person or association to whom it may assign the right prior to the construction of any such structure.

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile that is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Glenmary Estates, (Section 19 of Glenmary).

Section 4. Animals. No animals shall be raised, bred or kept on any Lot, except that Household Pets, as defined herein, may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All Household Pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such a pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot. The Owner keeping any such pets shall keep the Lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the Common Area or open space 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 Lot Owner.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting.

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

(b) No fence or wall of any nature may be extended toward the front or street side property line or any Lot beyond the front or side wall of the residences, and all fences shall be constructed so that the finished side thereof shall face away from the Lot upon which such fence is constructed and shall not exceed forty-eight inches (48") in height unless otherwise approved in writing by the ARC, appointed at Developer's option, as defined in Section 1 of Article III or any person or association to whom Developer may, at its option, assign the right of approval. All fences, as structures, are subject to prior written plan approval by the ARC. No wire or chain link fences are permitted in Glenmary Estates, (Section 19 of Glenmary), except for tennis court fences permitted under Section 5(c) below. Developer reserves the right, in its sole discretion, however, Developer is under no obligation to do so, to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood perimeter fences. Maintenance of any fence placed or replaced by the Developer on the perimeter of the subdivision shall be the responsibility of the Owner on whose Lot such portion of the fence is located. Notwithstanding any provision of this Declaration to the contrary, with respect to Glenmary Estates, (Section 19 of Glenmary), invisible fences to be installed on any Lot may not extend into the front or street side yard of any such Lot more than ten feet (10') beyond the applicable front or street side yard setback lines as shown on any plot of Glenmary Estates, (Section 19 of Glenmary).

(c) No tennis court fence shall be erected on any Lot in Glenmary Estates, (Section 19 of Glenmary), unless (i) the fencing is coated with black or green vinyl and (ii) the plan for such fence has been approved by the ARC in writing pursuant to Section 1, Article III.

(d) No aboveground swimming pools shall be permitted on any Lot in Glenmary Estates, (Section 19 of Glenmary). No in-ground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by ARC, which approval shall be within the sole and absolute discretion of the ARC or Developer, and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called

"satellite dishes" provided, however, satellite dishes smaller than twenty inches (20") in diameter which are installed on the structure of the house above the first floor height and not on the front or any street side of the structure are acceptable) shall be erected or placed on any Lot unless its design and placement are approved in writing by ARC, which approval shall be within the sole and absolute discretion of ARC or Developer, and may be arbitrarily and unreasonably withheld.

(f) Any 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 ARC. All Owners and residents of Glenmary Estates, (Section 19 of Glenmary), are hereby advised that 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 ARC in its sole discretion.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a Lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the Lot, which Developer deems necessary, including but not limited to mowing; provided, that Developer shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof from the Lot, although Developer may elect to do so in its discretion, and all of which the Owner shall promptly cut and remove from the Lot after falling, or otherwise after a determination and notice by Developer or the Community Association to the Owner that any of the same constitute a danger or are unsightly. Each Owner shall be assessed an annual fee payable in January at the initial rate of \$40.00 per month for the first two (2) years following the date the Lot owner acquires title to a Lot; thereafter, Developer may assess the Owner at an amount Developer, in its sole discretion, determines necessary to maintain the Lot. Such maintenance fees shall be appropriately prorated for partial year ownership of a Lot conveyed by Developer, and shall be paid by the Owner in any case within thirty (30) days of demand by Developer. All such fees due and payable to Developer from a Owner pursuant to the terms of this Section 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 amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the Lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(b) From and after the date construction of a single family residence on a Lot is started, it shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with 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 amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the Lot in favor of Developer to secure the repayment of such amounts which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(c) Each Owner, by acceptance of a deed for the Lot, releases and shall indemnify and hold harmless Developer from and against all losses or damages that may accrue to such Owner's Lot, and the vegetation thereon, arising from any activities of Developer and/or Owner pursuant to this Section 6.

Section 7. Duty to Repair and Rebuild.

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

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

Section 8. Business/Home Occupations. All home occupations must comply with applicable zoning regulations. Except for a permitted business activity as described in this Section 8, no trade, business or commercial activity shall be conducted, carried on or practiced on any Lot or in a home constructed thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in Glenmary Estates, (Section 19 of Glenmary). Nothing herein shall prevent an Owner from renting or leasing his home for a single-family residence. The establishment of sale offices or model homes is deemed a permitted business activity, and exempt from this Section. A home occupation shall be allowed as a permitted accessory use provided all of the following conditions are met:

- (a) Such use shall be conducted entirely by the inhabitants living in the principal dwelling and/or one employee and no others;
- (b) Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character thereof;
- (c) The total area used for such purpose shall not exceed 15% of the floor area of the user's dwelling unit;
- (d) There shall be no exterior advertising;
- (e) There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line;
- (f) There shall be no exterior storage on the premises of material or equipment used as part of the home occupation; and
- (g) The operation shall not generate more than three (3) cars per average on a business day, nor more than two (2) cars at one given time, and off-street parking shall be provided to accommodate the parking needs of the occupation. The operation shall not require additional off-street parking.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except for one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on Lots designating the Lot number of the Lots, and (iii) following the sale of the Lot, place signs on such Lot indicating the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each Lot shall conform to the general drainage plans for Glenmary Estates, (Section 19 of Glenmary). It shall be the responsibility of each Owner to ensure that the grading of his Lot shall comply with the drainage plan. If the drainage plan is not followed and drainage is blocked or altered, the Owner shall correct the problem at his expense or the Developer may correct the problem and the Owner shall be responsible for any costs or expenses to correct the problem. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. It shall be the responsibility of each Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining, or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other Lots or Common Areas, or otherwise from Owner's Lot upon any other Property in Glenmary Estates, (Section 19 of Glenmary). This requirement is in keeping with the Federal Clean Water Act that has been adopted in the Commonwealth of Kentucky.

Section 11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste

shall not be kept on any Lot except in sanitary containers. There shall be no burning of trash or other refuse on any Lot. 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. The sanitary disposal company responsible for the collection of trash and garbage in Glenmary Estates, (Section 19 of Glenmary), shall be selected by the Community Association, and no other company shall be used without the express written approval of the Community Association.

Section 12. Underground Utility Service.

(a) Each Owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric Company's (LG&E) point of delivery to customer's building and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 Owner without the express written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

(b) Easements for overhead transmission 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each Owner, as shown on any recorded plat of Glenmary Estates, (Section 19 of Glenmary), shall include easements for the installation, operation and maintenance of cable television service to the Owners, including the overhead

and/or 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 communication, telecommunication and energy transmission mediums.

Section 13. Rules for Common Area. Glenmary Homeowners Association, Inc. (the "Community Association") is authorized to adopt rules for the use of the Common Area and such rules shall be furnished in writing to the Owners.

Section 14. Exclusive Water and Sanitary Sewer Service. Each 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 Glenmary Estates, (Section 19 of Glenmary), by the Louisville Water Company and the Louisville and Jefferson County Metropolitan Sewer District, respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any Lot.

Section 15. Air Conditioning Units. Except as may be permitted from time to time, by Developer in its sole discretion, no window air conditioning units may be kept or used on any Lot.

### ARTICLE III – ARCHITECTURAL CONTROL

#### Section 1. Architectural Review Committee

(a) Composition/Removal. Developer shall have the option to establish an Architectural Review Committee ("ARC") consisting of a minimum of three (3) members and a maximum of nine (9) members. The initial ARC shall be appointed by the Developer. The Developer shall have the right to appoint all members of the ARC until 50 of the 61 Lots are sold or until Developer sooner relinquishes its right of appointment by means of an instrument recorded in the real property records of Jefferson County, Kentucky. The office of the ARC shall be maintained at 8401 Shelbyville Road, Louisville, Kentucky 40222. Such members designated by Developer may be removed at any time by Developer and in the event of such removal or death, incapacity or resignation of any one of such members, Developer shall have full authority to designate a successor who, in like manner, may be removed at any time by Developer. Developer may designate a person to serve on ARC during the temporary absence of any member. The removal of members, the appointment of successor members, and the designation of such temporary members for such ARC shall all be made by Developer by the execution, acknowledgement and recording in the real estate records of Jefferson County, Kentucky, of an appropriate instrument in writing for such purpose.

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(b) Procedures. The ARC will charge a fee of \$50.00 payable to Glenmary Ridge, LLC for the review of each set of plans and specifications submitted for each Lot. The ARC may determine from time to time to alter the fees based upon the estimated cost of the proposed improvements. Such fee or charges shall be paid by the person or persons submitting such plans and specifications for approval to the ARC and such fees shall be paid upon the initial submission of such plans and specifications. A \$50.00 fee is also required for any subsequent plans for additions, new landscaping, or any other subsequent improvement requiring approval by the ARC.

The ARC shall, from time to time, issue guidelines (the "Architectural Guidelines") relating to the procedures, materials to be submitted and additional factors that will be taken into consideration in connection with the approval of any proposed improvements. The Architectural Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations would be unreasonable or unduly harsh under the circumstances. The Architectural Guidelines may waive the requirement for approval of any one (1) or more improvements or exempt any one (1) or more improvements from the requirement of approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

A quorum of any meeting of the ARC shall consist of two (2) members thereof and any decision shall be reached by the vote of a majority of members. The Committee's approval or disapproval, as required by any provision of this Declaration shall be in writing. The ARC shall approve or disapprove within thirty (30) days after plans and specifications have been actually received by it, unless such time period is extended by mutual agreement. The decision of the ARC shall be promptly transmitted to the persons or entity submitting the request for approval (the "Applicant") at the address of the Applicant furnished by the Applicant to the ARC. No plans shall be approved by the ARC unless said plans comply in every respect with the Architectural Guidelines, or the ARC grants a waiver, exemption or variance to the Architectural Guidelines. The ARC shall maintain written records of all applications submitted to it and of all actions it has taken. The ARC or its duly authorized representative shall not be liable, in any manner, for any action or failure of action taken in these premises.

(c) Arc's Discretion and Enforcement Powers. The ARC shall exercise its best judgment to see that all improvements, construction, landscaping and alterations of lands and structures thereon within the Project conform to and harmonize with existing surroundings and structures. The ARC shall not be liable in damage to any person submitting a request for approval or to any Owner within the Project by reason of any action, failure to act, approval, or disapproval with regard to such request. Approvals by the ARC are related to the aesthetics and no party shall rely upon such approvals as certifying structural integrity, safety,

engineering, soil conditions or absence of natural hazards and the ARC shall have no liability for any defects in the structural integrity, engineering or soils conditions or from effects of natural hazards. Regardless of any approval granted by the ARC or any governmental or quasi-governmental entity, if any improvements are made in the Project that do not comply in every respect with the Architectural Guidelines, then the Community Association may require removal of the nonconforming improvements. If the nonconforming improvements are not timely removed as required by the Community Association, then the Community Association may enter the Property and/or Lot and remove the nonconforming improvements and assess the Owner for the costs of said removal. If any of the above listed activities are commenced without the approval of the ARC as provided herein, the Owner shall also be subject to a fine of \$200.00 per day for every day the violation exists, which fine shall be paid to, and the collection of which as a Penalty Assessment may be enforced by the Community Association. By the purchase of a Lot, each Owner agrees, and by its acceptance of title, the Community Association agrees, that the Community Association or its designated representatives may enter upon any Lot or other portion of the Project at any reasonable time to remove the nonconforming improvements. The Community Association may, at its option, delegate its authority to the ARC. The Community Association and the ARC shall have all rights at law and equity to enforce these covenants and the selection of any one remedy shall not be deemed an exclusive remedy, and the Community Association or ARC may concurrently or subsequently utilize other remedies to enforce the covenants on the same matter.

(d) Appeal to Board. If the ARC denies, imposes conditions on, or refuses approval of a proposed improvement, the Applicant may appeal to the Board by giving written notice of such appeal to the Board and the ARC, within thirty (30) days after such denial, imposition of conditions or refusal. The Board shall appoint a tribunal and the tribunal shall hear the appeal and, based upon the tribunal's findings and recommendations, the Board shall decide whether or not the proposed improvement or conditions imposed by the ARC, or its successors or assigns designated in writing, shall be appointed, disapproved or modified.

Section 2: Approval of Grading, Construction and Landscape Plans.

(a) No clearing or grading of any Lot shall be permitted, and no structure may be erected, placed or altered on any Lot until a Lot grading plan showing proposed clearing limits, grading and house location, and construction plans and building specifications and a plan showing (i) the location of improvements on the Lot; (ii) the grade elevation (including rear, front and side elevations), which must be in compliance with the drainage and grade plans for Glenmary Estates, (Section 19 of Glenmary); (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete and 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 ARC or Developer in its sole discretion); and (v) the time frame within which all construction shall be completed, shall have been approved in writing by ARC or Developer in its sole discretion. Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Owner has not begun in good faith the construction of a single family dwelling approved according to this Section 7, upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty.

(b) In addition to the plans referred to in subparagraph (a) of this Section 2, a landscape plan shall be submitted to the ARC or Developer for its approval in writing, which plan shall show the trees; shrubs and other plantings then existing or to be planted on the Lot and the time frame within which such landscaping shall be completed. Each landscape plan for a Lot submitted to ARC or Developer shall obligate and this Declaration does so obligate, the owner to install (to the extent the same are not already located on the Lot) the two trees as provided in Article III, Section 6(d) hereof, and foundation shrubs and other plantings having a current fair market value of not less than \$1,500.00. The approved landscaping must be installed prior to the commencement of occupancy of the residence on the Lot; when seasonal limitations prohibit, the approved landscaping on and/or sodding of, the Lot must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Developer. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by Developer, in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. Further, in the event that the Owner shall fail to diligently proceed with and/or complete the installation of the landscaping and/or sodding on a Lot within the time frame established pursuant to the landscape plans and specifications therefor approved by Developer, the Owner shall, within fifteen (15) days after written notice from Developer, complete such landscaping in a good, workmanlike and professional manner. Should such Owner fail to complete such landscaping within the applicable period provided above, Developer may, in its sole discretion, elect to complete such landscaping on such Lot in accordance with the approved plans therefor, and Developer, 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 Owner or any resident or lessee of such Lot, and the Owner shall reimburse Developer 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 Developer shall have a lien on such Lot to secure the payment thereof of equal

priority to the lien for assessments provided for in Article IV below. Developer reserves the right to waive these requirements.

(c) All approved construction activities, and landscape activities shall be completed by the Owner within the time frame specified in the approved plans contemplated in (a) above. Upon completion of all such construction, the Owner shall, at the Owner's cost, furnish to Developer upon request a written statement and certification of the Owner's builder and/or an engineer acceptable to Developer, to the effect that (i) the improvements constructed upon the Lot substantially conform to the plans and specifications approved pursuant to Section 1, and (ii) drainage of the Lot after improvement is in positive drainage compliance with the drainage plans for Glenmary Estates, (Section 19 of Glenmary). Developer reserves the right to require any builder to post separate deposits with Developer to ensure compliance with such approved construction plans and/or drainage plans and/or landscape plans for Glenmary Estates, (Section 19 of Glenmary), in such amount as Developer shall from time to time elect not in excess of Ten Thousand Dollars (\$10,000.00) for each such deposit.

(d) 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 Glenmary Estates, (Section 19 of Glenmary), the Owner shall, within thirty (30) days after written notice from Developer (or such greater period as Developer shall specify in such notice) cause such non-compliance to be fully remedied to the satisfaction of Developer. Further, in the event that the Owner shall fail to 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 Developer, the Owner shall, within thirty (30) days after written notice from Developer, complete such improvements in a good, workmanlike 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 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 Developer or within such other period as shall be reasonably specified by Developer (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such Owner fail to cure such non-compliance or to complete such construction within the applicable period provided above, Developer 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 Developer, 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 Owner or any resident or lessee of such Lot, and the Owner shall reimburse Developer 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 Developer shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided in Article IV below.

(e) References to "Developer" shall include any entity, person or association to who Developer may assign the right of approval. References to "structure" in this Section 1 shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae), microwave, and other receivers and transmitters (including those currently called "satellite dishes"), swimming pools and tennis courts.

(f) No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of the Developer, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with the construction thereof and other improvements on the Lot.

Section 2. Building Materials; Roof; Builder; Architectural Standards.

(a) The exterior building material of all structures shall extend to ground level and shall be brick, stone, brick veneer or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of seven (7) inches vertical for every plane of twelve (12) inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than seven (7) inches vertical for every twelve (12) inches horizontal with the prior written consent of Developer in its sole discretion, which consent may not be arbitrarily and unreasonably withheld by Developer, and a plane of eight (8) inches vertical for every plane of twelve (12) inches horizontal for one story structures.

(c) Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor or builder (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by any Owner, to build a residential structure on any Lot, which approval must be obtained prior to the commencement of any such construction. Developer reserves this right of prior approval in order to ensure (i) the maintenance of a high quality of construction within Glenmary Estates, (Section 19 of Glenmary); (ii) that the economic value of other Lots and structures within Glenmary Estates, (Section 19 of Glenmary), will not be impaired by the construction of residential structures not of the same or

comparable quality as now exist in Glenmary Estates, (Section 19 of Glenmary); and (iii) the maintenance of the existing high aesthetic quality of Glenmary Estates, (Section 19 of Glenmary). Nothing contained in this Section 2(c) or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Developer 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 Glenmary Estates, (Section 19 of Glenmary).

(d) Developer reserves the right to issue and modify from time to time architectural and other standards and design guidelines to assist Owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to Section 1 hereof. All Owners and their Builders and other contractors shall comply with the construction regulations portions, if any, or the design guidelines. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; work trailers; parking areas; outside storage; conduct and behavior of Builders; contractors, subcontractors and Owners; the conservation of landscape materials; and fire protection.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The ground floor area of a one-story house shall be a minimum of 2,000 square feet, exclusive of garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,200 square feet, with a total floor area of at least 2,250 square feet, exclusive of the garage.

(c) The ground floor area of a two-story house shall be a minimum of 1,300 square feet, with a total floor area of at least 2,600 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on any recorded plats of Glenmary Estates, (Section 19 of Glenmary), except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Side yard setbacks, unless otherwise shown on any recorded plats of Glenmary Estates, (Section 19 of Glenmary), shall conform to the applicable zoning regulations. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) The openings or doors for vehicular entrances to any garage located on a Lot shall not face the front Lot line unless otherwise approved in writing by Developer. All Lots shall have at least a two-car garage unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 or this Article III.

(b) No carport shall be constructed on any Lot in Glenmary Estates, (Section 19 of Glenmary).

Section 6. Sod; Sidewalks; Driveways; Trees.

(a) Within thirty (30) days after the construction of a residence, the Owner shall grade and sod that portion of the Lot located between the pavement of any abutting streets and the rear corners of any residence constructed on the Lot (generally the front yard, the side yard and any street side yard), and shall seed and straw the remainder of the Lot (generally the rear yard). For corner Lots, Developer reserves the right to require the Owner to grade and sod a greater portion of the Lot where it is adjacent to any street.

(b) If required by the Jefferson County Department of Public Works, each Owner shall cause a sidewalk to be constructed on his Lot at the first to occur of (i) prior to completion of construction of a residence on the Lot; or (ii) one year from the date construction of a residence on 80% of the Lots in Glenmary Estates, (Section 19 of Glenmary), as applicable, has begun, whether or not the Owner has begun construction on that particular Lot.

(c) Each Owner shall concrete the driveway, and thereafter maintain the same in good repair and condition, within thirty days after completion of a single family dwelling; that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good condition by the Owner; regardless, of whether located on the Lot or within a right-of-way and/or easement adjacent to the Lot.

(d) Upon construction of a residence, the owner shall cause to be planted two (2) trees (each with a minimum trunk diameter of three inches) in the front yard of the Lot. Such requirement may be waived by Developer if existing trees (at least 3" in diameter) are already growing in the front yard of the Lot. No tree shall be removed from any Lot, except in the case of emergencies, without the prior written approval of Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to cause compliance therewith, without liability of Developer, or any of its successors, assigns, officers, employees, stockholders, partners, agents, servants or contractors, or affiliates or related entities, to the Owner or others for trespass or otherwise, and the Owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at the same rate prescribed or permitted pursuant to Article II, Section 6(a), and Developer 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 IV hereof.

Section 7. Mail or Paper Boxes; Hedges. No mailbox, paper holder or hedge shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by Developer in its sole discretion. Each Owner is advised that Developer shall require that a uniform mail box and paper holder (with uniform letters and numbers) be purchased directly from Developer, a related entity, or a specified third party vendor in order to ensure uniform use and appearance in Glenmary Estates, (Section 19 of Glenmary).

Section 8. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Developer reserves the right to reject any plans that do not comply with such architectural and other standards set forth in any design guidelines which may be issued from time to time by Developer.

#### ARTICLE IV – COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. The Common Area means and refers to all areas designated as "common area" or "open space" on any recorded final subdivision plat within any portion of Glenmary Estates, (Section 19 of Glenmary), (except as otherwise set forth in Article 1, Section 3 hereof) made subject to the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area. The Board of Directors of the Community Association may, as part of the operation of the recreational facilities, if any, permit nonresidents of Glenmary Estates, (Section 19 of Glenmary), to use the recreational facilities, if any, for a reasonable annual fee, payable to the Community Association. Such users shall not be members of the Community Association.

(b) 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 located or to be located thereon, and to give a security for the payment of any such loan a mortgage conveying all or a part of the Common Area.

(c) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) 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 Community Association. Provided, however, no Common Areas, including medians in the right of way, open spaces or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph shall not be amended by the Community Association.

Section 2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Community Association, his right of enjoyment to the Common Area and facilities to the members of his family or to his tenants or contract purchasers who reside on the Property. Membership in the Community Association may not be conveyed separately from ownership in the Lot.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the Board of Directors of the Community Association shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of Property on an individual Lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Area or to make any alteration required by any governmental authority.

Section 4. Assessments; Creation of the Lien and Personal Obligation. Each Owner, except Developer, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association annual assessments or charges, such assessments to be established and collected as provided in this Article IV. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who

was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments. The annual assessments may only be used for purposes generally benefiting the Community Association. The Community Association will maintain the Common Areas or open spaces and signature walls which are an integral part of the subdivision community and development and it is specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that this Declaration shall be amended, altered, modified, or canceled, then in such event, the Owners shall continue to be obligated to maintain the Common Areas, open spaces and signature walls of Glenmary Estates, (Section 19 of Glenmary), unless and until the Common Areas, open spaces and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance.

Section 6. Annual Assessment. Every Owner, except Developer, shall pay an annual assessment on February 1, which assessment shall be \$300.00 per Lot for 2003. This same amount shall automatically be charged annually until the Community Association gives notice of an increase or decrease. The annual assessment shall be paid within thirty (30) days of written notice, and shall thereafter be considered delinquent. All annual assessments shall constitute a lien upon the Lot and any improvements thereon, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

Section 7. Uniform Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots except those owned by Developer. The Board of Directors of the Community Association may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any Lot subject to the assessment at the time the Lot is acquired by someone other than Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the Lot is first acquired.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the

Lot, 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 assessments provided for herein in non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

Section 11. Membership. Developer and every owner of a Lot that is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation, and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 12. Classes of Membership. Effective with the occupancy of a house on any Lot, the Owner will automatically be a Class A member of the Community Association.

#### ARTICLE V – GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Any such Owner, Developer 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 attorneys' fees. Any award or damages received by Developer or the Community Association in connection with any such action, and all costs and expenses incurred by Developer 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 IV, and any award of damages received by any Owner in connection with any such action shall accrue to the sole benefit of the Community Association.

Section 2. 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 judicial foreclosure thereof and sale of Lot encumbered thereby, with the Owner and any other persons responsible therefor remaining liable for any deficiency.

Section 3. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. Restrictions Run With Land. Unless canceled, altered, or amended under the provisions of this Section 4, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all Lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the Lots subject to these restrictions.

Section 5. Amendments to Articles and Bylaws of the Community Association. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation or Bylaws.

Section 6. Non-Liability of the Directors. Neither Developer nor the directors of the Community Association shall be personally liable to the owners of the Lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and their respective heirs, executors, administrators, successors and assigns in accordance with the Articles of Incorporation of the Community Association.

Section 7. Board of Directors of the Community Association's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Community Association, the determination thereof by the Board of Directors of the Community Association shall be final and binding on each and all such owners.

Section 8. Incorporation by Reference on Resale. Upon the sale or other transfer of any Lot, any deed purporting to effect such transfer shall contain a 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 so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the Lot conveyed thereby from the effect of this Declaration.

Section 9. Reservation of Easement. Developer 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 such other use as Developer shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Developer, its successors and assigns, and of any Lot or other portion of Glenmary Estates, (Section 19 of Glenmary), and other persons or entities, selected by Developer in its sole discretion; provided that sidewalks, driveways and other structures approved pursuant to Article III hereof, and utilities to serve such Lot, shall be permitted to cross such easement.

Section 10. Developer's Right to Complete Development. No provision of this Declaration shall be construed to prevent or limit Developer's rights to complete the development, construction, promotion, marketing, sale and leasing of Lots developed from the Property; to construct or alter improvements on any real property owned by Developer; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Developer; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Nothing in this Section 10 shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration, and Developer 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 11. Reservation of Additional Easements, Exceptions and Exclusions. Developer 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 or open spaces 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 Glenmary Estates, (Section 19 of Glenmary), for the best interest of the Owners and the Community Association, in order to serve the Lots owners within Glenmary Estates, (Section 19 of Glenmary). Developer further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions and exclusions convenient or necessary for the use and operation of any other property of the Developer, as long as it does not unduly hamper the enjoyment of Glenmary Estates, (Section 19 of Glenmary), as built or expanded, by the Owners.

Section 12. Drainage Easement. An easement is hereby reserved to the Developer and granted to the Community Association, and their respective offices, agents, employees, successors and assigns, to enter upon, across, over, in and under all Lots and any portion of the Common Area or open space for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Common Area or open space so as to improve the drainage of water on the Common Area or open space. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Owners of their Lots, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Developer, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Community Association prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 13. Glenmary Golf Course and Club. The Glenmary Golf Course and Club is a private golf course and club, with separate, private and limited membership, and the Glenmary Golf Course and Club and its attendant golf course and facilities shall not constitute an amenity or recreational facility of Glenmary Estates, (Section 19 of Glenmary), and will not be conveyed to, or otherwise made subject to the control or jurisdiction of the Community Association, nor will the same be otherwise used in common by, or be subject to any right of enjoyment in favor of, the Owners or the owners of any other Lots in Glenmary Estates, (Section 19 of Glenmary). No Owner or any other person or entity shall obtain or be entitled to any membership or other right, title or interest, or right of enjoyment or use, in or to the Glenmary Golf Course and Club or its facilities, including, without limitation, the Glenmary Golf Course, by virtue of ownership of any Lot or Lots, membership in the Community Association or residence in Glenmary Estates, (Section 19 of Glenmary).

All Owners, and other residents of Glenmary Estates, (Section 19 of Glenmary), are hereby advised, and by acceptance of a deed for a Lot, and/or residence in Glenmary Estates, (Section 19 of Glenmary), as applicable, hereby acknowledge and agree, that the Glenmary Golf Course and Club, and its attendant facilities, are situated in Glenmary, and that such Owner or other person or entity is aware of, accepts and assumes the risks and hazards of a golf course and of residence within a community bordering and/or containing a golf course and hereby releases from all such risks and hazards Developer and the Community Association, and all entities affiliated with or related to any of the foregoing, and all of the respective successors, assigns, officers, partners, employees, agents and contractors of all of the foregoing (collectively, the "Released Parties"). These risks and hazards include, by way of illustration and not limitation, the possibility of personal injury and/or property damage occasioned by stray or errant golf balls and/or trespass upon a Lot by golfers. Provided, that

in no event shall the provisions of this Section be construed to relieve golfers for liability under Kentucky law for damage caused by or resulting from errant golf balls and/or trespass without right. Further, all such persons and entities constituting the Released Parties shall have no responsibility or liability to any Owner or resident of Glenmary Estates, (Section 19 of Glenmary), for any claims or liability based upon or related to (i) the design, layout or construction of the Glenmary Golf Course or other facilities, or (ii) the activities and/or acts of any golfers or other persons present on or using the Glenmary Golf Course or other facilities.

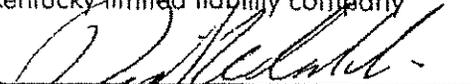
In the event any Owner sells or transfers any Lot subject to this Declaration, the contract for sale therefor and any deed purporting to effect such transfer shall contain a provision agreed to by the purchaser of the Lot and acceptable to Developer incorporating the terms of this Section; provided, however, the failure of any deed to so incorporate by reference such provisions shall not affect the validity of such deed nor shall such failure be deemed to release the Lot conveyed, or the purchasers of such Lot, from the effect hereof or of the other provisions of this Declaration.

Developer does not represent, warrant or guarantee, and hereby expressly disclaims, that the Glenmary Golf Course and facilities, as a private club, will remain open as a county club, private or otherwise, or will continue to be used for such purposes.

All owners of the Lots bordering on or backing up to the golf course, shall during construction on the Lot, place a fabric silt fence at least eighteen inches (18") in height with a minimum of four inches (4") underground, along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period, removed only when the Lot is seeded and grass is established. The purpose of the silt fence is to keep silt from contaminating the golf course. No dumping of dirt, trees, wood or any material will be permitted on the golf course land. No paper debris shall be allowed to blow from the Lot to the golf course land. Removal or clean up of the above-referenced items shall be at Owner's sole cost and expense.

WITNESS, the signature of Developer by its duly authorized Administrative Member on this 7th day of October, 2003.

GLENMARY RIDGE, LLC  
a Kentucky limited liability company

By: 

David W. Nicklies  
Administrative Member

00 08276PG0776

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2003, by David W. Nicklies, as Administrative Member of Glenmary Ridge, LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: 1-27-2005

Donna M. Hindman  
Notary Public

This instrument was prepared by:

George E. Riggs, Jr.  
George E. Riggs, Jr.  
Attorney at Law  
8401 Shelbyville Road  
Louisville, KY 40222

**Recorded In Flat Book**  
No. 49 Page 24  
Inst No. \_\_\_\_\_

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Total Fees: 60.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: CAROL

OF DOCUMENT