

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE HILLS OF BECKLEY STATION
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HILLS OF BECKLEY STATION is made on May 15, 2001, by Ball Homes, a Kentucky Corporation, with principal office and place of business at 3399 Tate's Creek Road, Lexington, Fayette County, Kentucky 40502 ("Developer").

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

NOW, THEREFORE, Developer hereby declares that all of the property described in this Declaration, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I (collectively, the "Property"), 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 Property, which easements, restrictions, covenants and conditions shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns, and shall be deemed to run with the Property:

**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 on Exhibit A attached hereto

Section 2. Additions to Existing Property. Developer may acquire additional real property adjacent to the Property subsequent to the date of this Declaration. Such additional real property may be hereafter annexed to *The Hills of Beckley Station* by Developer in its sole discretion, and made subject to this Declaration pursuant to a Supplementary Declaration of Covenants, Conditions and Restrictions, which shall extend the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration shall be recorded in the Jefferson County Clerk's Office, and may contain such 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 additional property which are not inconsistent with the scheme of this Declaration. Developer reserves the right to create easements and to restrict all of the Property pursuant to the terms of this Declaration.

ARTICLE II -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. With the exception of the open space lots provided for herein, no Lot shall be used for any purpose other than 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 two car garage for the sole use of the owner and occupants of the Lot. However, notwithstanding the foregoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two and one-half stories in height, unless provided for herein. For the purposes of this restriction, basements and walk-out basements will not be considered a story or level to a structure or building.

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 *single family residential uses*.

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 redevelopment is completed.

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

(c) No trailer, truck, motorcycle, 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 habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in *The Hills of Beckley Station*. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in *The Hills of Beckley Station* 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 *The Hills of Beckley Station*.

(e) There shall be no construction or placement of impervious surfaces within the required 200' Floyds Fork impervious surface setback as shown on the Record Plat, including but not limited to, rear-entry driveways, vehicle use area pavement and rear additions to houses. Notwithstanding the foregoing, gazebos constructed with an open plank deck floor will be permitted to be placed within the rear of any Lot within the 200' Floyds Fork impervious surface setback.

(f) The sixty (60) foot landscape buffer area along Lots 1-5, 126-128 and 143 inclusive shall be maintained in its existing natural condition. No clearing whatsoever shall occur in this area without the permission of all applicable governmental agencies.

(g) The Woodland Protection Areas designated on the record plat shall be permanently preserved in a natural state. No clearing, grading or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat. Any tree or shrub removed in violation of this Deed Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planed to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species. These restrictions may be amended or released only with the prior approval of the Louisville and Jefferson County Planning Commission.

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. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet. However, no "dog runs" or any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

(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 rear 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 so that such fence does not impede or materially alter the natural flow of surface water drainage between the Lots. No fence may be constructed within any easement along any lot line. 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 *The Hills of Beckley Station* except for tennis court fences permitted under Section 5(c) below.

(c) No tennis court fence shall be erected on any lot in *The Hills of Beckley Station* 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 and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) short wave towers or microwave and other receivers and transmitters (including those currently called "satellite dishes") exceeding twenty-four (24) inches in diameter shall be erected or placed on any Lot unless its design, size, color 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.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a Lot shall, at his 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, normal wear and tear excepted.

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

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, 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 single family residences. 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 upon the following to occur: (i) eighteen months from completion of the house, (ii) the sale of the builder's last Lot, or (iii) such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. 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 (9) square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising *The Hills of Beckley Station*, (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. Lots 142, 143 and 144 may have signs not to exceed nine (9) square feet each noting Future Fund, Inc., and shall be reviewed and approved by Developer and Future Fund, Inc.

Section 9. 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 except in sanitary containers.

Section 10. Easements. Any lot within this property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

Section 11. Rules for Common Area. Developer shall cause a corporation to be formed, to be known as The Hills of Beckley Station Community Association, Inc. (the "Community Association"). The Community Association shall be authorized to adopt rules for the use of the Common Areas and shall furnish such rules in writing to the Lot owners.

Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

Anything to the contrary herein, notwithstanding the Homeowners Association and the lot owners, shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

Section 12. Construction Materials Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

Section 13. Detached Garages and Other Outbuildings. Subject to the provisions of Section 3(e) hereof, any detached garage or outbuilding shall, at a minimum be constructed of a siding material and with roofing shingles that match the materials on the main residence on the Property, include the same roof pitch as the main residence and be of a permanent nature (i.e., Built upon a permanent foundation). No detached garages or outbuildings built with wood or aluminum siding, of which include a "barn style" roof and/ doors, or which will be situated upon cinder blocks or any other temporary type foundation shall be permitted. It is advisable to contact the local department of Building Inspection to determine whether a building permit shall be required prior to the construction of such structure. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

Section 14. Waiver. Developer reserves the right to waive any obligation contained in this Article III in its sole and absolute discretion, provided that such waiver shall be in writing.

ARTICLE III -- COMMUNITY ASSOCIATION

Section 1. Owners' Easements of Enjoyment. Every Lot owner shall have a right and easement of enjoyment in and to the "Common Areas" of *The Hills of Beckley Station*, which shall be appurtenant to and shall pass with the title to every Lot. The term, "Common Areas," means all non-residential Lots and areas which are shown on the Major Plat and any and all subsequent recorded

final subdivision plats within any portion of *The Hills of Beckley Station* made subject to the Community Association, including any non-residential areas and facilities that Developer may subject to this Declaration, and specifically including Lots 142, 143 and 144. Any entrance ways to *The Hills of Beckley Station* which are constructed in areas and shall be dedicated for public use, are or shall become part of the Common Areas and shall be subject to maintenance by the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit and regulate the use of any recreational facilities situated within the Common Areas.

(b) The right of the Community Association to borrow money for the purpose of improving the Common Areas 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 Areas;

(c) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities 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 regulation; and

(d) The right of the Community Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association. If consistent with restrictions imposed, Developer may dedicate utility or service easements at its sole discretion, so long as there is in existence the Class B membership in accordance with Section 13 of this Article III, and so long as additions are permitted under Article I, Section 2. Developer also may transfer and convey, at its own discretion, Lots 143 and/or 144 which constitute Common Areas to any land trust or nature preservation agency, and upon such transfer, the owners of these lots shall not be members of the Community Association and shall not be subject to assessments provided for in Sections 4 through 11 herein.

(e) The Common Areas of Lots 144, 143 and 142 are subject to specific restrictions upon their use. The lots are not building lots and no improvements may be placed thereon except for walking trails. The lots are to be used for passive recreation only. Hunting, trapping and any interference with wildlife or wildlife habitat is specifically prohibited. Lot 144 is subject to a Habitat Improvement Program dated May 18, 1999 which may be amended by official action of the Kentucky Department of Fish and Wildlife Resources. All activities necessary to implement and maintain the Habitat Improvement Program shall not constitute a nuisance as referred to in Article II, Section 2 herein. A copy of the Habitat Improvement Program and any amendments thereto shall be retained in the official records of the Community Association and shall be available for inspection and copying by all members of 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 Areas and facilities to the members of his family or to his tenants or contract purchasers who reside on the Lot except as

provided in Section 1(e). 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 such 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 Areas, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Areas, 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 (i) monthly or annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article III. Developer shall be responsible for the maintenance costs of the Community Association incurred in excess of the assessed amounts payable to the Community Association by the Lot owners until such time as Developer transfers control of the Community Association. The monthly or annual and special assessments, together with interest, costs and reasonable attorneys' fees, 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. No Lot shall be sold or transferred at a time when an assessment due hereunder is delinquent. Any attempted transfer while an assessment is delinquent shall be null and void.

Section 5. Purpose of Assessments.

(a) The assessments levied by the Community Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Areas, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws of the Community Association, the employment of attorneys to represent the Community Association when necessary, for such other needs as may arise, and for the improvement and maintenance of the Common Areas. The Community Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, open spaces, entrance ways, streets, crosswalks, medians, storm drains, retention basins and areas, landscaping, lakes, recreational areas and facilities, including, but not limited to, hiking trails and including any such facilities located on Lots 142, 143 and 144.

(b) Developer may construct certain recreational facilities on part of the Common Areas owned or to be owned by the Community Association or on Lot 142. In order to finance this construction, Developer reserves the right to subject that particular portion of the Common Areas and

the improvements thereon to a mortgage. Developer shall not permit any lien to attach to Lots 144 or 143. If the mortgage is made after the transfer of ownership of that particular portion of the Common Areas to the Community Association, the Community Association shall be the mortgagor. If the mortgage is made before the transfer of ownership of that particular portion of the Common Areas to the Community Association, the Community Association shall assume the mortgage upon the transfer of ownership. The loan secured by the mortgage shall be used solely for the purpose of purchasing real property from the Developer for recreational facilities, and for constructing, furnishing and improving the recreational facilities. The assessments described in this Article III shall be used in part to make principal and interest payments on the mortgage.

(c) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13 of this Article III, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefitting the Community Association, as permitted in this Declaration.

Section 6. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot within *The Hills of Beckley Station* to an owner, the maximum annual assessment shall not exceed \$180.00 per year per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may not be increased by more than 25% of the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws of the Community Association.

(b) The Board of Directors of the Community Association may establish 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. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Community Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Bylaws of the Community Association.

Section 8. Uniform Rate of Assessment. Both annual and special 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 9. 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 occupied as a residence. For calendar year 2000, the first annual assessment shall be set at a rate

of \$10.00 per month per Lot, and shall be adjusted according to the number of months remaining in the calendar year when the Lot is first occupied as a residence.

Section 10. 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 by non-use of the Common Areas or abandonment of his Lot.

Section 11. 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 the foreclosure of a mortgage 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 12. 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 and Articles of Incorporation to be recorded in the Office of the Clerk of Jefferson County, Kentucky, 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 13. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be all Lot owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned.

(b) **Class B.** The Class B member shall be Developer. Developer shall be entitled to ten votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of the earlier of the following:

- (i) Transfer of control by Developer; or
- (ii) At such time as ninety-five percent (95%) of the Lots of *The Hills of Beckley Station* have been sold by Developer.

ARTICLE IV -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration 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.

Section 2. 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 3. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of fifty (50) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) 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% of the Lots subject to these restrictions.

THIS SECTION INTENTIONALLY LEFT BLANK

Provided, however, that this Declaration shall not affect or restrict the use of any portion, Lot, or parcel so long as such portion, Lot, or parcel is owned by Developer.

Section 4. 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 Bylaws, except that the restrictions and easements with respect to Lots 142, 143 and 144 shall not be amended without first obtaining the written permission of Future Fund, Inc.

Section 5. Non-Liability of the Directors and Officers. Neither Developer, the directors and officers of the Community Association or the officers and directors of Future Fund, Inc. 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 Lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns, in accordance with the Bylaws of the Community Association.

Section 6. 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, 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.

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

Ball Homes, Inc.



D. Ray Ball, Jr., President

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE HILLS OF BECKLEY STATION
JEFFERSON COUNTY, KENTUCKY**

This SUPPLEMENTARY Declaration of Covenants, Conditions and Restrictions for The Hills of Beckley Station (the "Amendment") is made on October 16, 2002 by Ball Homes, Inc., a Kentucky corporation, with its principal office and place of business at 3399 Tates Creek Road, Lexington, Fayette County, Kentucky 40502 ("Developer").

WHEREAS, Developer is the owner of certain real property located in Jefferson County, Kentucky, which is described in Exhibit "A" hereto and which Developer intends to develop into residential subdivision lots which will be incorporated into and become a part of the subdivision known as The Hills of Beckley Station; and

WHEREAS, Developer has previously entered into and recorded a Declaration of Covenants, Conditions and Restrictions for The Hills of Beckley Station (the "Declaration") which Declaration is for the purpose of protecting the value and desirability of all properties located within the subdivision known as The Hills of Beckley Station; and

WHEREAS, Developer desires to amend the Declaration as set forth herein for the purpose of subjecting the property known as lots 17 through 38, inclusive, and lots 88 through 114, inclusive, of Section 2 of The Hills of Beckley Station, as shown on the plat recorded in Book 40, Page 47, in the Jefferson County Clerk's office (collectively referred to herein as the "Section 2 Lots"), to the same terms, restrictions, covenants and conditions as all other lots within The Hills of Beckley Station.

NOW, THEREFORE, Developer hereby amends the Declaration set forth below:

1. The term "Property", as used in the Declaration, shall hereinafter include and refer to the real property described in the Declaration as well as the Section 2 Lots.
2. The Declaration, as amended herein, shall continue to be in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned authorized representative of Developer.

BALL HOMES, INC.

BY:

ITS:

RECEIVED

OCT 14 2002

UN 300


STATE OF KENTUCKY)
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this the 10th day of October, 2002 by D. Ray Ball, Jr. as President for and on behalf of Ball Homes, Inc., a Kentucky corporation.


NOTARY PUBLIC

My commission expires: 8/16/2003

Prepared By:


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

Amendment - Beckely Station

Document No.: DM2002192330
Lodged By: ball homes inc
Recorded On: 10/16/2002 09:42:30
Total Fees: 12.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: YOLLO62

END OF DOCUMENT