

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PLEASANT VIEW SUBDIVISION SECTION 3

Plat and Subdivision Book 48, Page 99
Jefferson County, Kentucky

This Declaration of Covenants, Conditions and Restrictions for Pleasant View, Section Three (this "**Declaration**") is made as of July 16, 2003, by KEN THIENEMAN REALTOR, INC., a Kentucky corporation, 838 Valley College Drive Suite 7, Louisville, Kentucky 40272 ("**Developer**").

WHEREAS, Developer owns 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 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

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

BEING Lots 91 through 128 inclusive, as shown on the plat of Pleasant View, of record in Plat and Subdivision Book 48, Page 99, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the property acquired Ken Thieneman Realtor, Inc., by deed of record in Deed Book 7970, Page 44, in the office of the Clerk of Jefferson County, Kentucky.

ARTICLE II PROPERTY RIGHTS

Section 2.1. **Owner's Easement of Enjoyment.** Every Lot owner in Pleasant View shall have a right and easement of enjoyment in and to any "common areas", which right and easement shall be appurtenant to and shall pass with the title to every Lot. The term "common areas" means any non-residential areas designated as "common area" or "open space" or "non-buildable" on the plat of Pleasant View and shall also mean any area intended and designated by

Developer for the common use and enjoyment of Lot owners in Pleasant View, whether or not so designated on a plat. Such common areas may also mean and include, to the extent necessary and appropriate for the enjoyment of or maintenance by the Homeowners Association, certain areas dedicated to public use and certain easement areas on a Lot or Lots in Pleasant View, including without limitation areas where signature walls or entrances may be located, and including islands located in rights-of-way. Developer releases and quitclaims to the Homeowners Association its right and title in and to the common areas.

The right of enjoyment is subject to the following provisions:

(a) The right of the Homeowners 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 Homeowners Association. Developer may dedicate utility or service easements at its sole discretion so long as Developer owns any Lots in Pleasant View.

(b) Common areas, including open space, private roads, islands in dedicated rights-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, or its successors or assigns. The Homeowners Association may not amend this restriction without approval from the Louisville and Jefferson County Planning Commission, or its successors or assigns.

(c) Anything to the contrary herein notwithstanding, the Homeowners Association and the Lot owners shall be responsible for the maintenance of all common areas and common open space, private roads, islands in the right-of-way, an 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 2.2. Homeowners Association's Right of Entry. The authorized representative(s) of the Homeowners Association or its Board of Directors 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 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. Developer grants to the Association an easement for pedestrian and vehicular ingress and egress over, under and across the common areas for the purposes set forth in Section 3.3.

Section 2.3. No Partition. There shall be no partition of the common areas or any part thereof, nor shall any person have the right of judicial partition. This provision does not prohibit the Homeowners Association from acquiring or disposing of personal property nor from acquiring title to real property that may or may not be subject to this Declaration.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1. Homeowners Association and Membership. Developer has incorporated as a not-for-profit corporation under the laws of the Commonwealth of Kentucky "Pleasant View Homeowners Association, Inc." (the "**Homeowners Association**"). Developer and every owner of a Lot that is in Pleasant View shall be a member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association's Articles of Incorporation, Bylaws, rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Homeowners 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 3.2. Classes of Membership. The Homeowners Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Lot owners, with the exception of Developer (until conversion of the membership as set forth below), and shall be entitled to one vote for each Lot owned. If more than one person or entity owns a Lot, they shall vote their vote together and, if they cannot agree, no vote shall be cast. That is, no votes may be split.

(b) Class B. Class B members shall be Developer. Developer shall be entitled to one vote for each Lot in any Phase of Pleasant View, including Lots sold or conveyed to third parties. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following events: (i) December 31, 2007; (ii) when 100% of all Lots in Pleasant View have been conveyed to third parties, or (iii) when Developer elects to convert Class B membership to Class A membership.

Section 3.3. Rights and Obligations of the Homeowners Association. The Homeowners Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including without limitation any open spaces, entranceways, signature entranceways, streets, medians, sidewalks, retention/detention basins, any recreational facilities and landscaping located in Pleasant View.

ARTICLE IV ASSESSMENTS

Section 4.1. Assessments; Creation of Lien and Personal Obligation. Each Lot owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Homeowners Association incurred over and above assessed amounts payable to the Homeowners Association by Lot owners, until Developer transfers control of the Homeowners Association to the Lot owners. The annual and special assessments, together with interest, cost and

reasonable attorney fees, shall be a charge on each owner's Lot and improvements thereon and shall be a continuing lien upon such property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney 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 assessment shall not pass to his successors in title unless expressly assumed by them; provided, however, the lien shall remain effective against a Lot for delinquent assessments notwithstanding any transfer of the Lot.

Section 4.2. Purpose of Assessments. The assessments levied by the Homeowners 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, including without limitation street lights in the subdivision, and 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 Area, the procurement and maintenance of insurance in accordance with the Bylaws of the Homeowners Association, the employment of attorneys, accountants and other professionals to represent and advise the Homeowners Association, and such other needs as may arise, and for the improvement and maintenance of the common areas. The Homeowners Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas. Until Class B membership ceases and is converted to Class A membership pursuant to Section 4.13 of this Article V, Developer or its nominee shall administer the assessments and receipts of the Homeowners Association, which may only be used for the purposes set forth in this Declaration.

Section 4.3. Assessment Amounts. The Board of Directors of the Homeowners Association may fix the annual assessment at an amount determined by the Board to be reasonably necessary to meet the budgeted expenses of the Homeowners Association. The Board of Directors shall determine when the assessment shall be due, and whether the assessment shall be paid monthly, quarterly or annually. The Board of Directors may establish from such assessments a reserve account.

Section 4.4. Special Assessments. In addition to the annual, regular assessments authorized above, the Homeowners 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. As determined by the Board of Directors, any such special assessment may be payable in a lump sum or the Board of Directors may allow installment payments, such installment payments to bear interest at a rate set by the Board of Directors.

Section 4.5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots except those owned by Developer and those not occupied as a residence. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence.

Section 4.6. Date of Commencement. The annual assessments provided for shall begin as to any Lot subject to the assessment at the time the Lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the Lot is first occupied as a residence.

Section 4.7. Effect of Non-Payment; Remedies. Any assessment not paid by the due date shall bear interest from the due date at a rate of interest established from time to time by the Board of Directors of the Homeowners Association. Until such rate is established, the interest rate shall be 12% (unless such rate is usurious under applicable law, in which event the interest rate shall be automatically deemed to be the maximum rate allowed by applicable law). The Homeowners Association may bring an action at law against the owner personally obligated to pay the assessment, and/or the Homeowners Association may foreclose the lien against a nonpaying Lot owner's Lot and improvements thereon, and interest, cost 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 by nonuse of the common areas or abandonment of a Lot.

Section 4.8. Subordination to Mortgages. The lien of the assessments provided for in this Declaration 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 this Declaration. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

ARTICLE V USE RESTRICTIONS

Section 5.1. Primary Use Restrictions. No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered or permitted to remain on any Lot except single family dwellings designed for the occupancy of one family not to exceed two and one-half stories in height and including a garage for the sole use of the owner and occupants of the Lot.

Section 5.2. Nuisances. No noxious or offensive 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 5.3. 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 or sales offices used by a builder with the written approval of Developer, or sales or field offices used by Developer, which shall be removed when construction or development is completed. This restriction does not prohibit the construction or erection of a recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like), but only if the design, size, placement and screening have been approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association).

(b) No outbuilding, trailer, basement, tent, shack, barn 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, boat, truck, motorcycle, commercial vehicle (over two ton), camper trailer, camping vehicle, boat or other recreational vehicle shall be parked or kept on any Lot unless housed in a garage or basement or kept in the backyard in such a manner as not to be intrusive on neighboring Lots. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in Pleasant View. No trailer, boat, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, boat or other recreational vehicle, except an automobile, for a period in excess of an aggregate of 24 hours in any calendar year.

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

Section 5.4. Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, providing they are not kept, bred or maintained for any commercial purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet; provided, however, that household pets may be walked within Pleasant View, so long as such animals are at all times under the control of a resident. No dog runs or similar structures may erected or place on any Lot unless first approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association). No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any Lot in Pleasant View (other than the Lot of the owner or person in charge or control of such animal) or on any street, sidewalk or right-of-way in Pleasant View unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of them in a sanitary manner.

Section 5.5. Clothes Lines; Fences and Walls; Antennae and Receivers/Transmitters; Firewood; Mailboxes; Tennis Courts and Pools; Sports Equipment.

(a) No outside clotheslines shall be erected or placed on any Lot.

(b) No fence or wall of any nature shall be place or planted on any Lot unless its design and placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association). Developer may withhold such approval in its sole and absolute discretion, and Developer may apply its discretion differently with respect to otherwise similar fences or wall.

(c) No tennis court and fence shall be erected or placed on any Lot unless the fencing and the plans have been approved in writing by Developer.

(d) No swimming pool shall be erected or placed on any Lot unless the plans have been approved in writing by Developer.

(e) No antennae, masts, poles, microwave or other receivers and transmitters (including those currently called "satellite dishes") or appurtenances shall be erected or placed on any Lot unless the design and placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association).

(f) Nor ornamental yard objects, statuary, sculpture or similar items may be placed on any Lot unless the design and placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association).

(g) No basketball goals or other goals, nets, skateboard ramps, or other sports equipment of any nature shall be placed on any Lot unless the design or placement are approved in writing by Developer (or the Homeowners Association after Developer assigns this approval right to the Homeowners Association). Portable basketball goals may not be used in front of house.

(h) No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored.

(i) Sheds may or may not be approved depending upon their location. If approved they must be no larger than 10x16, must have same colors and style shingles as the residence, and must be stained, painted, or covered with siding compatible with residence.

Section 5.6. Duty to Maintain and Rebuild.

(a) Each Lot owner shall, at the owner's 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) Each owner shall keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash and keep it otherwise neat and attractive in appearance. This requirement includes, without limitation, performing such duties in all areas of the Lot subject to easements. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make such 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 allowable statutory interest, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon. The owner shall and does hereby indemnify and hold harmless Developer for any liability, loss or damage as a result of the entry by Developer onto the owner's Lot in accordance with this Section 5.6.

(c) 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 the condition which existed immediately prior to the casualty. Alternatively, the Lot owner may completely raze the residence and sod or seed the entire Lot until such time as construction of a new residence is begun.

Section 5.7. Business; Home Occupations. No trade or business of any kind (including any practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any Lot. Notwithstanding the provisions hereof or of section 2.1 of this Declaration, a new house may be used by a builder thereof as a model home for display or for the builder's own office for a period not to exceed 24 months after completion of the house (which 24-month period Developer may extend in Developer's discretion). Also, until such time as Developer has sold all of its Lots in Pleasant View, it may maintain a sales office within Pleasant View.

Section 5.8. 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 sign 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 Pleasant View, (ii) place signs on Lots designating the lot number of any Lot, and (iii) following the sale of a Lot, place signs on such Lot indicating it has been sold and 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 5.9. Drainage; Erosion; Sediment Control. Drainage of each Lot shall conform to the general drainage plans of Developer for Pleasant View. If drainage is blocked or altered, the Lot owner shall correct the problem at the Lot owner's expense. If any Lot owner fails to do so, Developer (or the Homeowners Association after Developer assigns this right to the Homeowners Association) may perform the corrective work and charge the cost thereof to the Lot owner. Developer may place a lien on the Lot to ensure payment of those costs. No storm water drains, roof downspouts, ground water or other water shall be introduced into the sanitary sewage system. Plumbing connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. Each Lot owner shall be responsible for preventing mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited on any street.

Section 5.10. Obligation to Construct or Reconvey. If within eighteen (18) months after the conveyance by Developer of a Lot without a dwelling thereon the Lot owner has not begun in good faith the construction of a single-family dwelling approved according to this Declaration, Developer may elect (without obligation) to repurchase the Lot or Lots on which construction has not commenced in good faith for the original purchase price paid to Developer, without interest. If Developer exercises this right to repurchase, the Lot owner shall upon demand and tender of the purchase price, execute and deliver to Developer a special warranty deed to the applicable Lot, subject to no liens, encumbrances, easements, restrictions or stipulations other than those in effect at the time of the conveyance of the Lot from Developer to the Lot owner.

Section 5.11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground of rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in

sanitary containers. No trash, garbage or other waste in sanitary containers shall be kept or allowed to remain outside, except same may be placed outside after 5:00 p.m. of the evening before any regular trash or garbage collection day, and until same is collected on said day. Each Lot owner shall use at the Lot owner's cost the waste disposal company or companies designated by Developer (or by the Homeowners Association after Developer assigns this right to the Homeowners Association).

Section 5.12. Underground Utility Service.

(a) Each Lot owner's electric utility, gas, sewer, cable television, internet access and telephone service lines shall be underground at locations designated by the service provider, throughout the length of service from the point of delivery to customer's building, and title to the service lines shall remain in and the cost of installation or maintenance thereof shall be borne individually by the respective owner upon which said service line is located.

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

The electric, telephone and other easements shown on the plat of Pleasant View 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 the utility company or other service providers, and their respective successors and assigns.

(b) Easements for electric 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 appropriate lines on the plat and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate locations in electric easements where described and directed by Developer.

In consideration of bringing service to the property, service providers are 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 utility providers, as shown on the recorded plat of Pleasant View, 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, including but not limited to internet lines.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1. **Approval of Construction, Fencing and Landscaping Plans.**

(a) No structure may be erected, placed or altered on any Lot (except by Developer) until the construction plans and building specifications and a plan showing (i) the location and specifications of all improvements including any building, fence, wall or other structure on the Lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior materials (including delivery of a sample thereof, if requested by Developer); (iv) the color of paint or stain to be applied to any exterior surface (including delivery of a sample thereof, if requested by Developer); (v) the location and size of the driveway, which shall be concrete; and (vi) such other data as the Developer may request, shall have been approved by Developer in its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any Lot until a plot plan depicting the location of all improvements, setbacks and easements has been approved by Developer in its sole discretion. In reviewing any proposed structure, Developer shall have the right to take into consideration the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view from adjacent or neighboring Lots. Developer, in its sole discretion, shall have the right to accept or reject construction plans and building specifications solely on the basis of aesthetics.

(b) In addition to the construction plans, no landscaping material shall be place on any Lot unless plans have been approved in writing by Developer, which plans shall show trees, hedges, shrubs and other plantings.

(c) References to "Developer" in this Declaration shall include any entity, person or association to whom Developer may assign its rights and responsibilities, including these rights of approval. References to "structure" in this Section 3.5 shall include, but not be limited to, any building (including a garage), fence, sheds, walls, hedges, antennae, microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pool(s), tennis court(s) and mail and paper boxes.

Section 6.2. Building Materials. The exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer, stucco, vinyl or a combination of those materials. 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.

Section 6.3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this Declaration is recorded:

(a) All one story houses shall have a minimum floor area of one thousand one hundred (1,300) square feet.

(b) The ground floor area for a one and one-half story house shall be a minimum of eight hundred (800) square feet.

(c) The ground floor area of a two story house shall be a minimum of seven hundred (700) square feet.

(d) Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas.

Section 6.4. **Setbacks.** No structure shall be located on any Lot nearer to the front Lot line or the street side Lot line than the minimum building setback lines shown on the recorded plat of Pleasant View, except steps may project into said areas, and open porches may project into said areas not more than six (6) feet. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 6.5. **Garages.** Lots may have an attached or detached garage if approved in writing by Developer pursuant to this Declaration.

Section 6.6. **Landscaping; Driveways; Trees; Sidewalks.**

(a) Promptly after the construction of a residence, the Lot owner shall promptly grade and sod the front yard and side yards of the Lot and shall either grade and sod or grade, seed and straw the rear yard.

(b) Each owner shall concrete the driveway within three months of completion of a residence on the Lot.

(c) Each owner shall construct on that owner's Lot a four (4) foot wide concrete sidewalk along the full length of the front Lot line, and where such Lot is a corner Lot, the sidewalk shall be constructed along the full length of each Lot line adjacent to a right-of-way, all in accordance with applicable laws and regulations. Such sidewalk shall be concrete. The sidewalk shall be installed prior to completion of a dwelling on the Lot; provided, however, once at least 80% of the Lots in Pleasant View have dwellings constructed on them, each Lot owner (except Developer) shall install a sidewalk whether or not construction of a dwelling on that Lot has commenced.

(d) Any exterior lighting on any Lot shall be indirect and of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby lots as determined by Developer.

(e) Upon an owner's failure to comply with the provisions of this Section 3.6, Developer may take such action as necessary to cause the owner to comply therewith or take such other actions as Developer shall deem appropriate, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 6.7. **Mail and Paper Boxes.** All mailboxes and paper boxes shall be of a uniform style provided by Developer (at the cost of a Lot owner).

Section 6.8. **Subdividing Lots.** No owner of a Lot shall subdivide any Lot in Pleasant View, without the prior written consent of the Developer.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. **Restrictions Run with Land; Amendment.** Unless canceled, altered or amended under the provisions of this Section 1, these covenants, conditions and restrictions are to run with the land and shall be binding on all parties claiming under them for a period 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, unless an instrument signed by a majority of owners prior to the date of extension is placed of record in the Jefferson County Clerk's office canceling such automatic extension. These restrictions may be canceled, altered or amended at any time by the affirmative vote of the owners of seventy-five percent (75%) of the Lots subject to these restrictions. No cancellation of, alteration of or amendment to any covenant, condition or restriction shall take effect until the owners of seventy-five percent (75%) of the Lots subject to these restrictions file in the Office of the Jefferson County Clerk an Amendment to the Declaration describing such cancellation of, alteration to or amendment to such provision herein.

Section 7.2. **Severability; Modification.** The provisions of this Declaration are severable. While the covenants, conditions or restrictions set forth above are considered to be reasonable in all circumstances, it is recognized that covenants, conditions or restrictions of this nature may fail for reasons unforeseen, and accordingly it is hereby declared that if any of such covenants, conditions or restrictions shall be adjudged void as going beyond what is reasonable in all circumstances, the said covenant, condition or restriction shall apply with such modifications as may be necessary to make it valid and effective. In the event any provision or portion of this Declaration shall be held or adjudged invalid or unenforceable and incapable of reasonable modification to make it valid and effective in accordance with this Section 2, the remaining provisions or portions of this Declaration shall not be invalidated thereby, but shall remain in full force and effect.

Section 7.3. **Non-Liability of the Developer, Directors and Officers.** Neither Developer nor any director or officer of the Homeowners 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 within the scope of the rights and duties specified in this Declaration, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Developer and the directors and officers of the Homeowners Association from and against any damage, costs and/or other expenses (including reasonable fees of counsel of the indemnified party's choice) arising out of or in connection with any actions taken in good faith in accordance with this Declaration.

Section 7.4. 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 covenants, or to proceed for restraint of violations, shall not be deemed a waiver of a violation, or the right to seek enforcement of these restrictions.

Section 7.5. Board's Determination Binding. In the event of a dispute or disagreement between any owners relating to this Declaration or the interpretation or application of the provisions of this Declaration or the bylaws of the Homeowners Association, the decision of the Board of Directors of the Homeowners Association shall be final and binding on each such owner.

Section 7.6. Compliance with Other Laws. Nothing in this Declaration shall limit application of any zoning regulation or ordinance or other law, rule, regulation or ordinance. If there is a conflict between and such law, rule, regulation or ordinance and this Declaration, the more restrictive shall apply. No approval given by Developer or the Homeowners Association shall be deemed a representation that the matter approved complies with any such law, rule, regulation or ordinance of any governmental entity having jurisdiction.

WITNESS the signature of Developer on the above date.

KEN THIENEMAN REALTOR, INC.

By: 

Ken Thieneman, President

COMMONWEALTH OF KENTUCKY)

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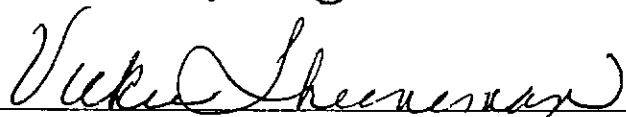
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 16th, 2003, by Ken Thieneman, president of Ken Thieneman Realtor, Inc., a Kentucky corporation, on behalf of the corporation.

Recorded In Plat Book

No. 48 Page 99

Part No. _____


Notary Public

Commission expires: Vickie Thieneman, Notary Public
State at Large, Kentucky
My Commission Expires 2/13/2005

END OF DOCUMENT

Document No.: DN2003158242
Lodged By: pleasant view sub sec 3
Recorded On: 07/17/2003 03:45:05
Total Fees: 32.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: CARHAR