

DECLARATION OF RESTRICTIONS
 SPRING STATION - SECTION 1
 PLAT AND SUBDIVISION BOOK , PAGE
 JEFFERSON COUNTY, KENTUCKY

BEING Lots 1 through 39 inclusive, as shown on the
 Plat of SPRING STATION, of record in Plat and
 Subdivision Book , Page , in the Office of
 the County Court of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in
 SPRING STATION, Developer imposes restrictions upon the above described lots
 as follows:

(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 re-
 main 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 a private garage (attached or
 detached) for not more than three (3) automobiles for the sole use of occupants
 of the lot.

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvements (in-
 cluding a detached garage) shall be erected, placed or altered on any lot until
 the construction plans, specifications and a plan showing the grade elevation
 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. No fence or wall of any nature may extend beyond the
 front building line or side street building side of the residence. Any fence
 constructed must not exceed 6' in height, except screen fences erected by
 Developer. The Developer may vary the established building lines, in its sole
 discretion, where not in conflict with applicable zoning regulations.

(3) Building Materials.

The exterior building material of all structures must (a) extend
 to within 15 in. on the street side unless approved in writing by Developer or
 any person or Association to whom it may assign the right; (b) Some portion of
 the front exterior shall be brick or stone and must be approved by the Developer;
 and (c) be wood, vinyl, aluminum siding, brick, stone, brick veneer or stone
 veneer or a combination of same, unless some other material shall be approved in
 writing by Developer or any person or Association to whom it may assign the
 right. All mailboxes shall be a uniform height, style and design as approved
 and designated by Developer.

(4) Minimum Floor Areas.

Unless otherwise approved by Developer, or any person or Associa-
 tion to whom it may assign the right:

(a) All houses constructed must have a two (2) car attached
 garage.

(b) The ground floor area of a one story house, with the at-
 tached two car garage, shall be a minimum of 1200 square feet, exclusive of the
 garage.

(c) The total floor area of a one and one-half story house
 shall be a minimum of 1500 square feet, exclusive of the garage.

(d) The total floor area of a tri-level house shall be a
 minimum of 1500 square feet, exclusive of the garage.

(e) The total floor area of a two story house shall be a
 minimum of 1600 square feet, exclusive of the garage.

(f) Finished basement areas and open porches are not included
 in computing floor area.

(5) Grading by Builder.

The builder shall regrade all drainage ditches and roadway swales that have washed prior to or after the rough and finish grading of the lot. All sod in drainage ditches or swales must be replaced. All grading shall be subject to the supervision and approval of Developer and shall conform to the construction plans that have been approved by the County Works Department, Metropolitan Sewer District, Health Department and Planning and Zoning Commission.

(6) Clean Streets.

The builder shall keep the street clean in front of its construction. During the course of construction, mud and dirt shall be cleaned from the tires of construction vehicles before they travel on the streets of the subdivision. Under no circumstances shall a motor vehicle cross a lot to reach construction on another lot. The builder shall make any repairs necessary, should this occur.

(7) Repair of Streets.

The builder shall be responsible for damages done to the roadway and curbs by tractors, trucks or other equipment in his employ and shall make repairs within thirty (30) days after completion of the dwelling. The builder shall also insure that all cuts made by the utility companies in the roadway in front of the lot are properly repaired by said companies.

(8) 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.

(9) 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), 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, or confined to the rear yard. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(10) 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.

(11) Landscaping; Sidewalks.

After the construction of a residence, the lot owner shall grade, landscape and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Each lot owner shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and/or governmental regulations. Prior to builder constructing sidewalks, he must notify County Inspector forty-eight (48) hours in advance. The sidewalk must pass inspection by the County Inspector. In the event it fails to pass inspection, repairs or replacement will be at the expense of the builder or home buyer. Phone: 574-5950 between 8:00 and 8:30 am.

Upon completion of construction of a residence, the lot owner shall plant at least two (2) trees (at least 2" in diameter) in the front yard of the lot, unless there are existing trees of comparable size.

(12) Removal of Trees.

No tree with a trunk larger than two (2) inches in diameter at the base shall be removed from any lot without the written permission of Developer, or any person or association to whom it may assign the right. If any tree is injured from whatever cause, the owner shall immediately have it treated by a qualified nurseryman. Upon an owner's failure to comply with this paragraph, or paragraph (8), Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith and the owner on demand shall reimburse Developer or other performing party for the expense incurred in so doing.

(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 Committee, or any person or association to whom it may assign the right, may take such action as 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, chiropractic, osteopathy and 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, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within three (3) years 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 of rent thereof, which sign shall not be greater in area than nine 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.

(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. A dumpster or container shall be placed on the lot during the construction period for building debris.

(18) Underground Utility Service.

Electric service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas & Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. 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 consent in writing of the Louisville Gas & Electric Company and South Central Bell Telephone Company or their successors.

(19) 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 requirement.

(20) Duty to Repair or Rebuild.

Lot owners shall, at their sole cost and expense, repair their residence, keeping it in condition comparable to initial construction, excepting only normal wear and tear. If all or part of a residence is damaged or destroyed by fire or casualty, the owner shall promptly rebuild or repair such residence

(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 a successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in SPRING STATION have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions. 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) Subdivision Entrance Walls and Landscape Units.

An easement is retained at the entrance in the median as shown in the landscape easement on the record plat of SPRING STATION, Section 1, for the stone entrance wall and landscaping, as constructed within said easement. It shall be the responsibility of the Developer to maintain the entrance wall and landscaping associated with this entrance wall until the responsibility is turned over to the Property Owners Association.

(23) Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in SPRING STATION SUBDIVISION, or by Developer, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages. 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.

(24) Dedication of Common Areas.

No common areas or open spaces 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 Homeowners Association can not 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.

(25) Homeowners Association; Assessments.

(a) Every lot owner in SPRING STATION shall be a member of the SPRING FALLS HOMEOWNERS ASSOCIATION. All sections of SPRING STATION and SPRING FALLS SUBDIVISIONS are combined under this common "Association" for their benefit and maintenance of common areas, connecting streets, entrances, etc., as described herein.

(b) The Articles of Incorporation of SPRING FALLS HOMEOWNERS ASSOCIATION, INC. (the "Association") which may be amended from time to time, as recorded in Book 0475, Page 608, in the Office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in this section of SPRING STATION subdivision (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Association. Such owner and member shall abide by the Association's Bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors. Developer shall be exempt from assessments for lots it owns but shall be responsible for maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot

owners until Class A members may vote pursuant to the Associations Articles of Incorporation. At such time as the Association has a positive cash flow from assessments, after paying all appropriate Association's expenses, the Association shall, upon request and presentation of evidence of Developer's expenditures by Developer, repay Developer for any amounts advanced by Developer to pay for maintenance costs incurred over and above assessed amounts payable to the Association by lot owners.

(c) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or common areas, crosswalks, storm drains, basins, fences, street lights, landscaping, entrance walls and entrances as may be shown on any plat of SPRING FALLS AND SPRING STATION SUBDIVISIONS, and acceptance of common area for purposes of operation, maintenance and repair.

(d) Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

WITNESS the signature of Jesse C. Bollinger Jr.
Developer, this 2 day of June, 1998.

M & B Development Company, A Kentucky
Corporation

BY: Jesse C. Bollinger Jr.
President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me this 2nd day of June, 1998, by Jesse C. Bollinger Jr., as President of M & B Development Company, and was acknowledged and delivered by him to be his act and deed.

My Commission Expires: October 19, 1999

James S. Kintner
Notary Public Ky. State of Ky.

This instrument prepared by:

Henry Mann
4800 Sherburne Lane
Louisville, Ky 40207

Recorded In Plat Book

No. 44 Page 40
Part No. _____

Document No.: DN1998090960
Lodged By: SPRING STATION
Recorded On: 06/22/1998 12:47:27
Total Fees: 16.00
Transfer Tax: .00
County Clerk: Rebecca Jackson
Deputy Clerk: TERH16

END OF DOCUMENT

BOOK 7102 PAGE 0436

AMENDMENT OF RESTRICTIONS OF
SPRING STATION SUBDIVISION, SECTION 1 -
PLAT AND SUBDIVISION BOOK 44 PAGE 40

WITNESSETH: That WHEREAS all of the lots in Spring Station Subdivision, Section 1 as shown on Plat of same recorded in Plat and Subdivision Book 44, Page 40, in the Office of the Clerk of the County Court of Jefferson County, Kentucky are owned by M & B Development Company, a Kentucky corporation (Deed Book 6920, Page 453), Highbaugh Construction LLC, a Kentucky limited liability company (Deed Book 7060, Page 915), and Classic Home Builders LLC, a Kentucky limited liability company (Deed Book 7075, Page 897); and,

WHEREAS, a Declaration of Restrictions pertaining to Spring Station Subdivision, Section 1 is recorded in Deed Book 7058, Page 201, in said Clerk's office; and,

WHEREAS, under (4) Minimum Floor Areas. restrictions now read as follows:

(b) "The ground floor area of a one story house, with the attached two car garage, shall be a minimum of 1200 square feet, exclusive of the garage."

(c) "The total floor area of a one and one-half story house shall be a minimum of 1500 square feet exclusive of the garage."

(d) "The total floor area of a tri-level house shall be a minimum of 1500 square feet, exclusive of the garage."

(e) "The total floor area of a two story house shall be a minimum of 1600 square feet, exclusive of the garage."

and, WHEREAS, the parties hereto desire to amend said minimum floor areas.

NOW, THEREFORE, section (4) Minimum Floor Areas. is hereby amended to read as follows:

(b) The ground floor area of a one story house, with the attached two car garage, shall be a minimum of 1100 square feet, exclusive of the garage.

(c) The total floor area of a one and one-half story house shall

be a minimum of 1400 square feet exclusive of the garage.

(d) The total floor area of a tri-level house shall be a minimum of 1400 square feet, exclusive of the garage.

(e) The total floor area of a two story house shall be a minimum of 1400 square feet, exclusive of the garage.

All other restrictions as set out in Deed Book 7058, Page 201, in said Clerk's office are hereby ratified and affirmed, and from this time forth the restrictions pertaining to Spring Station Subdivision, Section 1 shall be as herein amended.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this the 3 day of September, 1998.

M & B DEVELOPMENT COMPANY, a
Kentucky corporation

BY: Jesse C. Collins

HIGHBAUGH CONSTRUCTION LLC, a Kentucky
limited liability company

BY: [Signature]

CLASSIC HOME BUILDERS LLC, a Kentucky
limited liability company

BY: [Signature]

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 3rd day of September, 1998 by Jesse C. Collins as President of M & B DEVELOPMENT COMPANY, a Kentucky corporation, and was sworn to by him on behalf of said corporation.

Jessie B. Kervin
Notary Public, Jefferson County, KY

My commission expires: 10-19-1999

BOOK 7102 PAGE 0438

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 3rd day of September, 1998 by Mark Highbaugh as President of HIGHBAUGH CONSTRUCTION LLC, a Kentucky limited liability company, and was sworn to by him on its behalf.

Deborah B. Karsing
Notary Public, Jefferson County, KY

My commission expires: 10-14-1999

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 3 day of Sept, 1998 by Mark Highbaugh as President of CLASSIC HOME BUILDERS LLC, a Kentucky limited liability company, and was sworn to by him on its behalf.

P. Candice Thelmer
Notary Public, Jefferson County, KY

My commission expires: 12/03/98

THIS INSTRUMENT PREPARED BY:

Henry B. Mann
Henry B. Mann, Attorney
22nd Floor Citizens Plaza
Louisville, KY 40202
(502) 587-6544

END OF DOCUMENT

Document No.: DM1998142480
Lodged By: MANN
Recorded On: 09/04/1998 08:42:18
Total Fees: 9.00
Transfer Tax: .00
County Clerk: Rebecca Jackson
Deputy Clerk: DONREI