

**PROTECTIVE AND RESTRICTIVE COVENANTS
OF
MEADOW GLEN, SECTION 1**

The undersigned, Jagoe Land Corporation (the "Developer") is the owner of Lots Nos. 1-31, 69-78 and 80 (individually, a "Lot" or collectively, the "Lots") of a residential subdivision in Shelby County, Kentucky known as Meadow Glen, Section 1 (the "Subdivision"), as shown on the plat of record in Plat Book 7, Page 4, in the Office of the Recorder of Shelby County, Kentucky (the "Plat").

For the purpose of promoting the development of the Subdivision, the Developer does hereby dedicate for public use the streets and easements shown upon the recorded plat of Meadow Glen, Plat Book and Page aforesaid.

For purposes of this Protective and Restrictive Covenants, the term "Owner" and "Owners" means the person or persons other than the Developer who are the record title holders of one or more Lots within the Subdivision.

In addition to the restrictions imposed under and by all existing zoning ordinances of Shelby County, Kentucky, the Developer does hereby establish and place upon the Lots in the Subdivision the following restrictions:

**ARTICLE I
RESTRICTIONS ON ALL LOTS IN THE SUBDIVISION**

Section 1.1. Building Location. All buildings (including accessory buildings) erected shall conform to the building set-backs for front, side and rear yards and all public utility easements as provided on the recorded Plat. No building may be erected or maintained between such building setback lines and property lines of the Lot. Where building set-back lines are not indicated on the recorded Plat there shall be five (7) foot side line restriction, meaning that no building, other than storage buildings, shall be placed nearer than five (7) feet to the side property line.

Section 1.2. Building Compliance. All buildings erected or installed in the Subdivision shall conform to the rules and regulations as established by the Shelby County Area Plan Commission (the "Planning Commission").

Section 1.3. Dwelling Quality and Size. The total of all of all floor areas of any building in the Subdivision (excluding any permitted storage buildings) shall not be less than 1100 square feet; which may include up to 100 square feet of covered front porch. Such minimums shall be exclusive of side or back porches, breezeways and attached

garage. No building shall be constructed of more than two and one-half (2-1/2) stories in height not counting the basement. All dwellings and structures shall have siding of brick, stone, stucco, vinyl, aluminum, wood or wood products.

Section 1.4. Residential Purposes. All Lots shall be used for residential purposes, except that model homes, sales or construction buildings or trailers of the Developer or its designated builders may be placed upon a Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached single-family residence; (ii) detached garage or carport; and (iii) one storage building not to exceed two hundred (200) square feet with exterior walls not to exceed eight (8) feet in height, as measured from the surface of the floor, excluding gables.

Section 1.5. Trade or Activity. Except as set forth herein and except for development and promotion of the Subdivision and home construction activities, no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no animals, birds or fowl shall be allowed or permitted to be kept or raised on any Lots, except dogs, cats and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial or agricultural use or purpose.

Section 1.6. Driveways. All driveways in the Subdivision shall have a permanent constructed surface of concrete or bituminous asphalt.

Section 1.7. Appearance of Lots. The yard areas shall be kept neat and clean. All trash containers, junk, immobilized autos, bicycles and any other items when not in use must be stored in the side or back yard and out of view from the street. Basketball goals, permanent or portable, are not permitted closer than 20 feet from the street measured from the curb, nor attached to any part of the home. Other permanent sporting equipment structures shall not be constructed in the front yard.

Section 1.8. Parking of Vehicles. The Owner or Owners of any Lot will not park or permit others to park vehicles or trailers which total over eight (8) feet in height or more than twenty (20) feet in length on a permanent or regularly reoccurring basis in the drives, front yards, streets or side yards in the Subdivision. The vehicles referred to in this section include but are not limited to semi trucks and trailers, large vacation vehicles, two-ton or larger trucks, boat trailers or other vehicles or trailers with dimensions which exceed those set forth herein.

Section 1.9. Ornamental Fences. Only ornamental fences may be constructed adjacent to any front, side or rear streets in the Subdivision, and any such fence constructed in front of any building setback line may not exceed three (3) feet in height.

Ornamental fences may include attractive wood, masonry, ornamental iron, and similar fences, but not chain link or woven wire fencing.

Section 1.10. Care of Property. The Owner of each Lot shall be responsible for ensuring that their respective builder or contractor complies with all applicable laws and regulations, and that such builder or contractor exercises good erosion control practices during construction of any improvement and that said builder or contractor and/or the Owner of any such Lot shall finish, grade and seed the Lot as soon as possible. Straw bale dams or an equal type of erosion control method for water run-off during construction shall be used if necessary, and all streets shall be cleaned of transported or disturbed soils. Thereafter, a good turf shall be established and maintained on the Lot, including the areas dedicated as drainage and easements.

Section 1.11. Drainage and Easements. Each Owner or Owners shall be responsible for maintenance and grade elevation of the drainage swales on their Lot or Lots, including the establishment and maintenance of a good turf. The Developer has established certain grades for the Subdivision as required by the Planning Commission. Accordingly, it shall be each Owner's or Owners' sole responsibility to maintain their drainage easements and swales on their Lots to provide proper surface water drainage for the Subdivision. If the Owner or Owners fail to or does not properly maintain his, hers or its Lot's drainage easement and swales to provide proper surface water drainage ("Failing Owner"), and such failure to maintain drainage easements and/or swales adversely affects the Developer, Builder, Homeowners Association or another lot Owner ("Affected Party"), then such Affected Party may bring suit to compel the Failing Owner to perform said maintenance of the drainage easements and swales, and the Affected Party shall be entitled to recovery of reasonable attorney's fees and costs incurred for bringing the suit. If at any time the easement of a lot is blocked or obstructed and access to any such easement by a public utility or public agency is necessary, the Owner of the lot shall be responsible for the removal of any such easement obstruction at the Owner's sole cost and expense.

All areas upon the recorded Plat of the Subdivision which are designated as easements thereon are hereby reserved for the use of any and all public utilities and for the installation of water, sewer and gas mains, for drainage above or underground, electric facilities and surface water drainage, subject at all times to the proper authorities. No structures or other improvements, planting or other materials shall be erected or permitted to remain within said easements which may damage or interfere with the installation and maintenance of the utilities and drainage. The easement area of each lot shall be maintained continuously by the Owner of said lot so as not to change the intended direction of flow of surface water within said easement as said direction of flow is set forth in the site plan for the Subdivision filed with the Planning Commission. Any existing creeks, spillways, storm inlets, outflow structures, or other drainage way within the Subdivision shall be maintained by each lot Owner affected

thereby in its present condition so as to maintain thorough and clear surface water drainage along said waterway at all times, such lot Owner being responsible to maintain that portion of said waterway which is located upon said Owner's respective lot. Water from downspouts or other surface water drainage systems shall not be drained into or connected with the sanitary sewer system serving the lots in the Subdivision.

Section 1.12. Utility Access. Any public utility which has an easement over any Lot shall, in addition to the easement shown on the Plat, have the right to enter the Lot at any necessary location for the purpose of repairing, maintaining or moving utility wires, pipelines or any other equipment. If, at any time, access to an easement by any utility or agency of the City of Shelbyville or Shelby County is necessary, the Lot Owner shall be responsible for removal of any obstruction at the Lot Owner's expense.

Section 1.13. Temporary Structures. No trailer, garage, garage-apartment, barn, tent, shack or other buildings, in the Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This restriction shall not be construed to prohibit the building of a detached garage to be used as a garage or storage building.

Section 1.14. Subdivision of Lots. Except as set forth in the following sentence and in Section 1.15 below, no Lot or Lots in the Subdivision shall be subdivided except as may become necessary in order to correct minor changes resulting from errors of survey in the platting of the Subdivision. The Developer also reserves the right to divide or subdivide any Lots to provide additional streets for ingress or egress to and from the Subdivision.

Section 1.15. Changing of Lot Dimensions. It is expressly understood and agreed that the Developer may (a) subdivide or re-subdivide Lots without the consent of any other lot Owners; and (b) make other modifications to the recorded Plat of the Subdivision, including modifications to building setback lines or easements as may be permitted by applicable zoning ordinances without the consent of other lot Owners and (c) shall have the right to change, alter, adjust or readjust the dimensions of any Lot owned by the Developer situated in the Subdivision.

Section 1.16. Signs. The Subdivision entrance signs will remain until the Developer or its successor removes them. The area upon which such entrance sign identifying the Subdivision (the "Signs") are located shall be deemed to be and located within an easement in favor of the Developer or its successors or assigns (the "Sign Easements."). The Sign Easements are for the benefit of the Developer and its assignees. No structure, improvement, driveway or pathway, except for Signs and related structures shall be located in or on the Sign Easements without the written consent of the Developer or its assignees. The Signs and landscaping located within the Sign Easements shall not be changed or altered without the express written consent

of the Developer or its assignee. The obligation to maintain the Sign Easements including removing debris and cutting the grass shall be the obligation of the Owner of the Lot upon which any Sign Easement is located. The Signs which are located in the Sign Easement shall be maintained by the Developer or its assignee. At any time, the Developer may assign to the Association (as hereinafter defined) all of its rights and obligations with respect to the Signs and Sign Easements and the Association shall accept any such assignment.

Section 1.17. Homeowners Association. All record Owners of Lots in this Subdivision shall automatically be members of and subject to the obligations, rules, regulations, assessments and by-laws of Meadow Glen Homeowners Association (the "Association"). This Association shall be responsible for repair, maintenance, and improvement of all Signs and special landscaping around them (excluding any trees which shall be the obligation of the Owner of the Lot upon which the Sign Easement is located). The Association shall also be responsible for the costs of the street lighting, any open space maintenance and administrative costs.

Each Lot Owner in the Development shall have one vote in the Association. The Association may be incorporated or an unincorporated association. If a Lot is sold on installment contract the Owner, for purposes hereof, shall be the purchaser under the installment contract rather than the record title owner. The Association may meet once a year and may elect such officers as it sees fit at said meeting.

The Association may make assessments against the Lots, with each Lot to bear its proportion of the total assessment as one Lot bears to the total number of Lots responsible for maintenance of Association property and responsibilities.

All assessments shall be subordinate to any mortgage lien on any Lot. Assessments shall be established by the Developer by December 1 of each year for the next year. Up on turnover of the Association from Developer to Lot Owners assessments shall be established by the Association by December 1 of each year for the next year provided that any such assessment shall have the consent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose. Notices of the annual assessment established by the Developer or Association shall be mailed to all Owners of the Lots by December 10 of each year for the next year. Owners of Lots shall pay an assessment charge for each separate Lot they own. After the assessment notice has been mailed or hand delivered to each Owner, such assessment shall become a lien on each Lot until paid in full. If an assessment is not paid in full within sixty (60) days, the assessment will bear interest at the rate of twelve percent (12%) per annum until paid in full and to which shall be added reasonable attorney fees in the event the services of an attorney are utilized to collect the assessment. All such assessments shall be subordinated to any purchase money mortgage on the Lot.

Upon Developer transferring all the Lots or at any time the Developer so desires to transfer the Association to the Lot Owners the Lot Owners shall automatically accept without delay all responsibilities of the Association.

Section 1.18. Injunctive Relief. Each and all of the covenants, restrictions and conditions contained herein shall inure to the benefit of all Owners of Lots in this Subdivision, jointly and severally, and may be enforced by them or by any of them, in any court of competent jurisdiction by injunction or other appropriate legal remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorneys fees and court costs, which shall be fixed by the court hearing said matter. The Owner of any Lot in this Subdivision shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to their own property in the Subdivision or otherwise.

Section 1.19. Binding Effect. The restrictions contained herein shall run with the land and shall be binding upon all persons claiming interest therein.

Section 1.20. Invalidation of Restrictions. In the event any one of the restrictions set forth herein shall be declared void by the judgment of a court of competent jurisdiction, such judgment shall in no wise affect any other restriction herein contained.

Section 1.21. Remonstrate or Petition. By acceptance of title to any Lot in this Subdivision, the Lot Owner agrees that he, she or it shall not object, remonstrate or petition against the Developer in any undertaking which the Developer deems beneficial to the Subdivision.

Section 1.22. Amendment by Developer. The Developer may amend these protective covenants set forth herein so long as the Developer or its subsidiaries or affiliates owns any Lot in the Subdivision. The consent of any Owner or Owners of other Lots shall not be required for the Developer to add restrictions as provided in this section.

ARTICLE II

Section 2.2. Additional Phases. Additional real property, whether owned by Developer or others, which is not presently a part of the Property, may be hereafter annexed to Meadow Glen by Developer in its sole discretion and made subject to this Declaration. All such additions to Meadow Glen shall be made by filing an Amendment to this Declaration in the Shelby County Clerk's Office with respect to such additional real property, which Amendment shall declare the annexation and addition of such real property to Meadow Glen and shall extend the scheme of this Declaration to such annexed real property. Upon the filing of any such amendment, the term "Property," as used in this Declaration shall automatically be deemed modified to include and be a

reference to such additional real property, unless otherwise specified therein. Any such Amendment may contain additions and modifications of the provisions of this Declaration as Developer may elect and/or as may be necessary to reflect the different character, if any, of the additional annexed real property.

Section 2.1. Invalidation of Restriction. In the event that any one of these restrictions shall be declared void by the judgment of a court of competent jurisdiction, such judgment shall in no wise affect any of the other restrictions herein contained.

IN WITNESS WHEREOF, said Jagoe Land Corporation has caused these presents to be duly executed by its authorized officer, duly attested, this 26 d a y of July, 2005.

JAGOE LAND CORPORATION
By: [Signature]
J. Scott Jagoe, President

STATE OF KENTUCKY)
COUNTY OF DAVIESS)

Before me, a Notary Public, personally appeared **J. Scott Jagoe**, President of Jagoe Land Corporation, a position known by me to be held by him, and who acknowledged the execution of the foregoing for and on behalf of said corporation.

[Signature]
Notary Public, State at Large
My Commission Expires: 10/30/08

PREPARED BY:

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By: [Signature]
Frank A. Brancato