

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

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

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of Seaton Place, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission media.

Section 3.10. Windows. Every exterior window shall be made of wood or wood clad; although, Developer retains the exclusive right to approve in writing the use of other exterior window materials.

Section 3.11. Roof Pitch. The roof pitch of any residential structure shall not be less than a plane of 7 inches vertical for every plane of 12 inches horizontal, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 7 inches vertical for every 12 inches horizontal with the prior written consent of Developer in its sole discretion, which consent may be arbitrarily and unreasonably withheld.

ARTICLE IV -- OWNERS OBLIGATIONS

Section 4.01. Obligation to Construct or Reconvey. Within twelve (12) months after the date of conveyance or execution of a contract to purchase whichever occurs first, of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single-family dwelling approved according to Article III, upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

Section 4.02. Duty to Maintain Property. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

Section 4.03. Duty to Repair and Rebuild. Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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

ARTICLE V -- GENERAL PROVISIONS

Section 5.01. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, by the Association (as hereinafter defined), 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, the Association, 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 5.02. 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 5.03. Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has 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 a written instrument signed by the owners of the lots with seventy-five percent (75%) of the votes in the Association and recorded in the Jefferson County Clerk's office. No amendment shall be effective to release the Association from its responsibility to maintain walkways, open areas and medians, located in publicly dedicated rights-of-way or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

Section 5.04. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws. So long as Developer owns any part of the real property described herein, these Articles shall not be amended without his written consent.

Section 5.05. Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 5.06. Board'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, the determination thereof by the Board of Directors of the Association shall be final and binding on each and all such owners.

Section 5.07. Compliance with Other Laws. Nothing herein shall limit application of any zoning regulation or any ordinance and where such regulation or ordinance conflicts with this Declaration, the more restrictive shall prevail. No approval given by Developer shall be deemed a representation by Developer that the matter approved complies with any law, ordinance or regulation of any governmental entity having jurisdiction.

ARTICLE VI -- PROPERTY RIGHTS

Section 6.01. Owners' Easements of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to areas shown as common area or open space on a plat of any section of Seaton Place, or otherwise designated common areas by Developer. Developer releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

- (a) The right of the Association to adopt rules for the common areas and to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and
- (b) The Association has no right 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 a majority of the members of the Association unless

such dedication or transfer is accepted by such agency, authority or utility; provided, the lot owner's easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article VII, Section 7.02. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Association.

Section 6.02. Association's Right of Entry. The authorized representative of the 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 in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas and the areas described in Section 6.04 below, 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; provided, after any such entry the Association shall restore the lot to its former condition.

Section 6.03. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the Board of Directors of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 6.04. Association Easements. The Association shall have a right and easement, including without limitation the right of vehicular and pedestrian ingress and egress over, under and across the areas designated.

ARTICLE VII -- HOMEOWNERS ASSOCIATION

Section 7.01. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Seaton Place Homeowners Association, Inc. ("Association"). Such owner and member shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 7.02. Classes of Membership. The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all lot owners, with the exception of Developer.
- (b) Class B. The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.
- (c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of
 - (i) When, in its discretion, Developer so determines;
 - (ii) When 100 percent (100%) of the lots which may be developed on the Property, as set forth in Article I hereof, have been sold by Developer; or
 - (iii) January 1, 2020.

Section 7.03. Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency, authority or utility having jurisdiction thereof, the common areas, including, without limitation, any open spaces, walkways, entranceways, streets, medians (even where located in publicly dedicated rights-of-way), sidewalks, crosswalks, storm drains, basins, recreational facilities and landscaping located therein.

ARTICLE VIII -- ASSESSMENTS

Section 8.01. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, 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 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 VIII. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article VII, Section 7.02. When Class B membership in the Association is converted to Class A membership, Developer shall pay assessments to the Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with

interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 8.02. Purpose of Assessments.

(a) The assessments levied by the 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, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article VII, Section 7.02, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefitting the Property, as permitted in this Declaration.

Section 8.03. Maximum Annual Assessment.

(a) Until January 1, 1992, the maximum annual assessment shall be set at a rate not to exceed a maximum of \$25.00 per year per lot. From and after January 1, 1992, the maximum annual assessment may not be increased each year by more than twenty-five percent (25%) of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 8.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, 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 Association in accordance with the Bylaws.

Section 8.05. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots, except those owned by Developer during

the period when Class B membership exists in the Association, as provided in Section 8.01 of this Article. 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 8.06. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 8.05 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred. The Board of Directors of the Association shall determine the dates when assessments are due.

Section 8.07. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to late charge as determined by the Board of Directors of the Association. The 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 8.08. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first or second 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 a first or second mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

Section 8.09. Louisville and Jefferson County Planning Commission Retrictions. No common areas 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.

WITNESS the signature of Developer by its duly authorized officer as of June 7, 1993.