

DECLARATION OF RESTRICTIONS

Orchard Grass Hills Subdivision

Section III

Titan Development Corporation is now the owner of the following lots in Orchard Grass Hills Subdivision, Section III:

BEING Lots 250 through 346, inclusive, as shown on the plat of Orchard Grass Hills Subdivision, Section III, of record in Plat and Subdivision Book 3, page 88, in the office of the Clerk of the County Court of Oldham County, Kentucky.

For the mutual benefit of present and future owners of the lots in Orchard Grass Hills Subdivision, Section III, Titan Development Corporation imposes restrictions and obligations 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 remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and a private garage (attached or detached) for not more than three automobiles for the sole use of occupants of the lot.

2. Approval of Construction Plans. No building, fence, wall, structure or other improvement (including 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 Titan Development Corporation or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Titan Development Corporation may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

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3. Building Materials. The exterior building material of all structures shall be either brick, stone, frame or a combination of same.

4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.

5. Minimum Floor Areas. The main structure on each lot shall have the following minimum ground floor areas: For one story structures, exclusive of open porches and garages, there shall be no less than 750 square feet; for one and one-half story structures and two story structures, exclusive of open porches and garages, there shall be no less than 400 square feet on the ground floor.

6. 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.

7. 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 Titan Development Corporation, 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, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. 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 hours in any one calendar year.

8. 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.

9. Landscaping; Sidewalks. After the construction of a residence, the lot owner shall grade 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.

10. 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 Titan Development Corporation (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 Titan Development Corporation or other performing party for the expense incurred in so doing.

11. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, 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 or of section 1, 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 two years from completion of the house.

12. 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 square feet; except Titan Development Corporation 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.

13. Drainage. Drainage of each lot shall conform to the general drainage plans of Plainview for the subdivision.

14. 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.

15. Drains. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

16. 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 years from the date this document is recorded, after which time they shall be extended automatically for successive periods often years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Orchard Grass Hills Subdivision, Section III, 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 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.

17. Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in Orchard Grass Hills Subdivision, Section III, by the association formed under paragraph 19 hereof or by Titan Development Corporation itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

18. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. Property Owners Association; Assessments.

(a) The Articles of Incorporation of Orchard Grass Hills Subdivision Property Owners Association ("Association") which may be amended from time to time, dated November 1, 1976, are recorded in Deed Book 160, page 717, in the office of the Clerk of the County Court of Oldham County, Kentucky. Every owner of a lot in this section of Orchard Grass Hills Subdivision (and such other sections which Developer shall by future deed restriction 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.

(b) 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 maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, lakes and entrances as shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the mandatory responsibility to maintain the areas on said plat designated as Open Space. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim upon said property for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations. Developer releases and quitclaims to the Association its title to the area marked as Open Space on this section of Orchard Grass Hills Subdivision.

(c) Any assessment 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. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not invalidate or extinguish the lien. Assessments may be levied against all single family residential lots in Orchard Grass Hills Subdivision, including this section, and all other sections now under, or in the future to be under, the control of the Association; may be levied only upon said lots containing completed dwellings; or may be levied only upon said lots containing completed dwellings which have been sold by the builder thereof; the choice of which rests in the sole discretion of the Association's Board of Directors.

(d) The first Association Assessment hereunder shall be no higher than \$2.00 per month per lot as determined in (c) above, beginning January 1, 1977. After January 1, 1977, the Board of Directors may from time to time increase or decrease the Association Assessment. The Board of Directors of the Association shall determine the amount and fix the due date of each Association Assessment.