

Please note we have included 4 versions of both the first and last pages of this document. That is because the same document was filed each time a new section of our development opened. Other than the particulars of dates and recording information, there does not appear to be any further differences in the wording.

BOOK 06893 0078

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LANDHERR ESTATES, SECTION ONE
PLAT AND SUBDIVISION BOOK 43 PAGE 36-37**

74853
75013
6-5-97

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDHERR ESTATES, Section One, is made this 4 day of June 1997, by LANDHERR ESTATES DEVELOPMENT, LLC, a Kentucky Limited Liability Company, 105 Daventry Lane, Suite 202, Louisville, Kentucky 40223 ("Developer").

Whereas, the Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into a residential subdivision known as Landherr Estates and :

Whereas, the Developer is recording this date the record plat of Section One of said subdivision and desires to enter into a Partial Deed of Covenants, Conditions and Restrictions as would affect Section One Landherr Estates with the understanding and reservation that these Covenants, Conditions and Restrictions may be amended prior to the sale of any individual lot in Section One of Landherr Estates the Developer does hereby specifically reserve that right.

NOW, THEREFORE, Developer does hereby declare that all property described in this instrument, and any property which the Developer may develop may be made subject to the provisions hereof or any portion thereof with the Developer's right to modify these restrictions as they may apply to other properties, 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 shall 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.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Property.

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

BEING LOTS 1 through 49 inclusive as shown on the Plat of the Landherr Estates, Section One of record in Plat and Subdivision Book 43, Page 36-37 in the office of the County Court Clerk of Jefferson County, Kentucky; and

74853 & 75013
6-5-97

BOOK 7156 PAGE 0001

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LANDHERR ESTATES, SECTION TWO
PLAT AND SUBDIVISION BOOK 44 PAGE 99

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDHERR ESTATES, Section One, is made this _____th day of _____, 1998 by LANDHERR ESTATES DEVELOPMENT, LLC, a Kentucky Limited Liability Company, 920 Dupont Road, Louisville, Kentucky 40207 ("Developer").

Whereas, the Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into a residential subdivision known as Landherr Estates and :

Whereas, the Developer is recording this date the record plat of Section Two of said subdivision and desires to enter into a Partial Deed of Covenants, Conditions and Restrictions as would affect Section Two Landherr Estates with the understanding and reservation that these Covenants, Conditions and Restrictions may be amended prior to the sale of any individual lot in Section Two of Landherr Estates the Developer does hereby specifically reserve that right.

NOW, THEREFORE, Developer does hereby declare that all property described in this instrument, and any property which the Developer may develop may be made subject to the provisions hereof or any portion thereof with the Developer's right to modify these restrictions as they may apply to other properties, 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 shall 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.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Property.

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

BEING LOTS 50-62, 77-86, 104-114
inclusive as shown on the Plat of the
Landherr Estates, Section Two of record in Plat
and Subdivision Book 44, Page 99 in the
office of the County Court Clerk of Jefferson
County, Kentucky; and

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LANDHERR ESTATES, SECTION THREE "A"
PLAT AND SUBDIVISION BOOK 47 PAGE 3

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDHERR ESTATES, Section One, is made this 1st day of NOV, 2000 by LANDHERR ESTATES DEVELOPMENT, LLC, a Kentucky Limited Liability Company, 920 Dupont Road, Louisville, Kentucky 40207 ("Developer").

Whereas, the Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into a residential subdivision known as Landherr Estates and :

Whereas, the Developer is recording this date the record plat of SECTION THREE "A" of said subdivision and desires to enter into a Partial Deed of Covenants, Conditions and Restrictions as would affect SECTION THREE "A" Landherr Estates with the understanding and reservation that these Covenants, Conditions and Restrictions may be amended prior to the sale of any individual lot in SECTION THREE "A" of Landherr Estates the Developer does hereby specifically reserve that right.

NOW, THEREFORE, Developer does hereby declare that all property described in this instrument, and any property which the Developer may develop may be made subject to the provisions hereof or any portion thereof with the Developer's right to modify these restrictions as they may apply to other properties, 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 shall 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.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Property.

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

BEING LOTS 63 - 76, 92-99
inclusive as shown on the Plat of the
Landherr Estates, SECTION THREE "A" of record in Plat
and Subdivision Book 47, Page 3 in the
office of the County Court Clerk of Jefferson
County, Kentucky; and

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LANDHERR ESTATES, SECTION THREE "B"
PLAT AND SUBDIVISION BOOK 50 PAGE 8**

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANDHERR ESTATES, Section Three "B", is made this 13th day of August, 2004 by LANDHERR ESTATES DEVELOPMENT, LLC, a Kentucky Limited Liability Company, 920 Dupont Road, Louisville, Kentucky 40207 ("Developer").

Whereas, the Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into a residential subdivision known as Landherr Estates and :

Whereas, the Developer is recording this date the record plat of SECTION THREE "B" of said subdivision and desires to enter into a Partial Deed of Covenants, Conditions and Restrictions as would affect SECTION THREE "B" Landherr Estates with the understanding and reservation that these Covenants, Conditions and Restrictions may be amended prior to the sale of any individual lot in SECTION THREE "B" of Landherr Estates the Developer does hereby specifically reserve that right.

NOW, THEREFORE, Developer does hereby declare that all property described in this instrument, and any property which the Developer may develop may be made subject to the provisions hereof or any portion thereof with the Developer's right to modify these restrictions as they may apply to other properties, 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 shall 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.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Property.

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

BEING LOTS 87-91, 100-103, 115-117
inclusive as shown on the Plat of the
Landherr Estates, SECTION THREE "B" of record in Plat
and Subdivision Book 50, Page 8 in the
office of the County Court Clerk of Jefferson
County, Kentucky; and

BEING a portion of the property acquired by Developer by Deed dated April 29, 1996 as recorded in Deed Book 6730 Page 318, in the Office of the Clerk aforesaid.

Section 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Developer intends to make this Section a part of a larger community to be known generally as Landherr Estates, which will generally consist of Section One and subsequent additional sections, plats of which will be recorded in the Office of the Jefferson County Clerk. Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common area allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

(b) All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

H. HOMEOWNERS ASSOCIATION; ASSESSMENTS

Section 1.

The Developer has filed Articles of Incorporation of the , LANDHERR ESTATES HOME OWNERS ASSOCIATION, INC. ("Association") which, when filed, may then be amended from time to time, and when filed and recorded with the Office of the Jefferson County Court Clerk will be so reflected by an amendment to the Declarations of Covenants, Conditions and Restrictions. Every owner of a lot in Section One of the Landherr Estates Subdivision (and such other sections which Developer shall in the future by deed restrictions so provided) 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 by laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

Section 2. Purpose of Association.

The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to 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, median, open spaces and common areas, crosswalks, gatehouses, irrigation systems, storm drains, retention and other basins, lakes, streams, fences, street lights and entrances as may be shown on the aforesaid plat, and acceptance of common area for purposes of operation, maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the lots of said plat designated as open space in such fashion as not to create a potential or actual health or safety hazard. 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.

Section 3. Assessment Uses and Collection.

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 only 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.

Section 4. Assessment Period and Amount.

The initial assessment hereunder shall be at a rate no higher than \$84.00 per annum per lot beginning July 1, 1997. If any purchaser shall purchase a lot after July 1, 1997 but before December 31, 1997 they will pay coincident with the purchase a prorated amount based on \$84.00, which will be the assessment for the period ending december 31, 1997. After July 1, 1997 the Board of Directors may from time to time increase or decrease the assessment. Anyone purchasing a lot during an assessment period (JULY 1 - JUNE 30) shall pay coincident with the closing a prorated amount based on the annual fee of \$84.00. The Board of Directors of the Association shall determine the amount of the fee and fix the due date of each assessment. Lot Owners who purchase Lots for the purpose of building a single family residence for a third party (i.e. homebuilders) shall pay based on an annual assessment of \$48.00 per annum per Lot. Developer shall not be subject to any assessments for any lots in Developer's name.

Section 5. Membership.

Until Class B membership ceases and is converted to Class A membership pursuant to Section 6 of this Article II, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting Landherr Estates, as permitted in this Declaration.

Section 6. Classes of Membership.

The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Transfer of control by Developer no later than 20 years from the date of the first lot to a lot owner other than Developer; or

(ii) When ninety percent of the lots which may be developed on the property described in Article I have been sold by Developer.

Section 7. Homeowners Association's Right of Entry.

The Authorized representative of the Homeowners Association or the Board 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 any emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority, including the right to enter upon or through any lot for access to any common area for the maintenance and improvements thereof. No lot owner shall damage or change in any way common area or the landscaping thereon.

Section 8. Owners' Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of Landherr Estates made subject to the Homeowners Association.

The right of the Homeowners Association to dedicate or transfer all or any part of the common area 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.

Common ares, open space, private roads, islands of right of way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the 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.

ARTICLE III - GENERAL PROVISIONS

Section 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 occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

Section 2. Approval of Construction, Landscaping and Elevation Plans.

No building, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where no in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on the Lot.

Section 3. Builder Approval.

The Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor, or subcontractor, builder, or other person or entity (collectively, as so approved, the Builders, and individually, the Builder) who proposes, or is contracted with, hired or otherwise retained by or on behalf of any Owner, to construct a residence or other structure on any Lot, which approval must be obtained prior to the commencement of construction. No Owner, unless an approved builder may construct a residence, or other structure on the Lot. The Developer reserves the right of prior approval because Landherr Estates is a community of high aesthetic and construction quality with which Landherr Estates name and reputation of the Developer and of that of its affiliated and related entities, shall continue to be associated and identified, and further in an attempt to ensure a) the maintenance of high quality of construction within Landherr Estates; b) that the economic value of other Lots in Landherr Estates will not be impaired by the construction of residential structures of the same or comparable quality as now exist in Landherr Estates; c) the maintenance of the existing high aesthetic quality of Landherr Estates. Disclaimer of Developer. Nothing contained in this Article or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by the Developer with respect to any matter whatsoever pertaining to any Builder, or of the value or quality of any Lot, or any residence or the warranty, technical sufficiency, adequacy, security, or safety in regard to the approval process of blueprints of any residence, structure or improvement constructed thereon or otherwise within Landherr Estates.

Section 4. Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

Section 5. Setbacks.

No structure shall be located on any Lot nearer to the front Lot line or the side street line than set back of 30 feet as shown on the recorded plat of Landherr Estates Subdivision, Section One. Side yard setbacks shall total 18 feet for both side yards with a minimum of 6 feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas by up to twenty-four (24) inches, and open porches may project into the front yard area not more than six (6) feet.

Section 6. Minimum Floor Areas.

- a) The ground floor area of a one story house shall be a minimum of 1700 square feet, exclusive of the garage.
- b) The total floor area of a one and one-half story house shall be a minimum of 1850 square feet, with the ground floor area a minimum of 1000 square feet, exclusive of garage.
- c) The ground floor area of a two story house shall be a minimum of 1000 square feet, exclusive of the garage, provided further, the minimum total for such house shall be 2000 square feet.
- d) Basements are required where possible, any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.
- e) No carport shall be constructed on any Lot in Landherr Estates Subdivision, Section One.

Section 7. Roof Pitch.

The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 8/12 with the prior written consent of the Developer in its sole discretion. One story structures shall have a minimum plane of 8/12. Developer may require a higher pitch solely for aesthetic reasons.

Section 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.

Section 9. Use of Other Structures and Vehicles.

- a) No structure of a permanent or 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, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot Provided that the plans for such shall have been approved in writing by the Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.
- b) No outbuilding, trailer, basement, tent shack, garage, storage building, 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, commercial vehicle, truck, 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 parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.
- d) No automobile shall be continuously or habitually parked on any street or public right-of-way in Landherr Estates Subdivision, Section One.

Section 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 domestic pets traditionally recognized as such 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 or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

Section 11. Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards to the beginning of the rear yard. All finished grade landscaping must be in accordance with the construction plans approved by Developer and on file with Developer.

Section 12. Tree Requirement.

Upon the construction of a residence, the Lot Owner shall cause to be planted two trees, each with a minimum diameter of three inches, when planted, in the front yard. An exception is if there are already existing trees (3" in diameter) growing in the front yard. Upon an Owner's failure to comply with this paragraph, or paragraph 10, Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner on demand shall reimburse Developer or other performing party for the expenses incurred in so doing. No Owner can remove any tree from the Lot if the tree is over six (6) inches in diameter unless approved in writing by Developer or by any person or association to whom it may assign the right.

Section 13. Mail and Paper Boxes; Hedges and Fences; Swimming Pools; Antennae.

a) A mailbox and paper holder selected by the Developer will be placed on each Lot at Owner's expenses. If a replacement is needed, the replacement must conform in style to the other mailboxes in the subdivision.

b) No hedge or fence shall be placed or planted on any Lot unless its design and placement are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Chain link fences may or may not be approved.

c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of the Home Owners Association for maintenance and repairs.

d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, or by any person or association to whom it may assign the right, which approval shall be within the sole and absolute discretion of the Developer (or its assignee) and may be arbitrarily and unreasonably withheld.

e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including "satellite dishes" and the like) shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer or any person or association to whom it may assign the right, which approval shall be within the sole and absolute discretion of the Developer (or its assignee) and may be arbitrarily and unreasonably withheld.

Section 14. Clothes Lines.

No outside clothes lines shall be erected or placed on the Lot.

Section 15. 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 woods 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 16. Business; Home Occupations.

No trade or business of any kind shall be conducted on any Lot which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

Section 17. Sidewalks.

Each lot owner shall at its own expense and upon completion of a single family dwelling on the lot install a four foot wide sidewalk along the length of all portions of the lot bordering a street.

Section 18. Exterior Lighting.

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

Section 19. 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; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

Section 20. Driveways.

All driveways are to be concrete driveways. This requirement must be complied with within six months after the residence is occupied.

Section 21. Attached Garages.

All residences shall have attached garages for storage of cars, boats, campers, lawn tractors and other vehicles. When the shape of the lot makes a garage more practical in the basement, this requirement may be waived by the Developer in writing. All garage openings shall be for two (2) or three (3) cars and all openings shall be on the side or rear of the residence. There shall be no front entrance garages.

Section 22. Storage of Building Materials.

Building materials shall not be stored on a Lot prior to construction for a period of more than sixty (60) days without prior permission of the Developers.

Section 23. Drainage, Erosion and Sediment Control.

a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, wetland, other lots or common areas, or otherwise from Lot Owner's Lot upon any other property in Landherr Estates Subdivision, Section One. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

b) Developer shall provide each Lot Owner with a detailed drainage plan indicating the direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his/her Lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall be responsible for any costs or expenses to correct problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in Landherr Estates Development Subdivision, Section One.

Section 24. Underground Utility Services.

a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric (LG&E) point of delivery to owner's building; and title to the service lines shall remain in and the cost of the installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

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 written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including open and drainage space areas) outlined by dash lines and designated for underground and overhead facilities.

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 Landherr Estates Subdivision, Section One, 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 mediums.

Section 25. 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. If trash is placed on the Lot, Owner must remove it within thirty (30) days.

Section 26. 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.

Section 27. Obligation to Construct or Reconvey.

Within twelve (12) months after the date of conveyance 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 as per above, 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. The obligations, duties and requirements of this Section shall run to and benefit the Developer only, and may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

Duty to Repair and Rebuild. Each Owner of a Lot shall, at its sole cost and expense, repair his/her 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 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.

Section 28. Limited Access.

No lot shall have direct access to Taylorsville Road. Lots 1 and 33 shall only have direct access to Rivulet Lane.

Section 29. 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 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 30. 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 31. Restrictions Run With Land.

Unless canceled, altered or amended under the provisions of Article 1 hereof, or the provision of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of fifteen years from the date this document is recorded. After this time they shall be extended automatically for successive periods of ten years, unless an instrument, signed by a majority of the then owners or the front footage of all lots subject to these restrictions and covenants in whole or in part, is executed and filed of record indicating a shorter extension term of the restrictions. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Section 32. Amendments to Articles and Bylaws.

Nothing in this Declaration shall limit the right of the Homeowners Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 33. Non-Liability of the Directors and Officers.

Neither Developer nor the directors and officers 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 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 of the Homeowners Association.

Section 34. Board's Determination Binding.

In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

BOOK 06893 0090

WITNESS the signature of Developer by its duly acting Authorized Agent this 4 day of June, 1997.

LANDHERR ESTATES

LANDHERR ESTATES DEVELOPMENT, LLC

BY: [Signature]

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged and sworn to before me by Timothy Collins, as authorized agent of Landherr Estates Development, LLC, a Kentucky Limited Liability Company, this 4 day of June, 1997, to be his act and deed.

Mr. Commission Expires: 20 Nov 2000

[Signature]
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Borders & Borders
950 Breckenridge Lane, Suite 30
Louisville, Kentucky 40207
(502) 894-9200

Recorded in Plat Book
43 3639

Document No: 1997074854
Lodged By: LANDHERR ESTATES
Recorded On: Jun 05, 1997 10:30:00 A.M.
Total Fees: \$32.00
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: KATRICE

END OF DOCUMENT

Section 35. Amendment of Declarations of Covenants, Conditions, and Restrictions.

These Declarations of Covenants, Conditions, and Restrictions may be amended by the Developer at anytime so long as the Developer owns any lots in Section 2 of Landherr Estates. Otherwise, these Declarations of Covenants, Conditions, and Restrictions shall only be amended by an affirmative vote of 75% of the lot owners with the amendment being recorded in the Office of the Jefferson County Clerk.

WITNESS the signature of Developer by its duly acting Authorized Agent this 17th day of December, 1998.

LANDHERR ESTATES

LANDHERR ESTATES DEVELOPMENT, LLC

BY: [Signature]

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged and sworn to before me by Timothy L. Collins, as authorized agent of Landherr Estates Development, LLC, a Kentucky Limited Liability Company, this 17th day of December, 1998, to be his act and deed.

Mr. Commission Expires: 8/3/99

Michelle S. Cawil
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Borders & Borders
920 Dupont Road
Louisville, Kentucky 40207
(502) 894-9200

Recorded In Plat Book
No. 44 Page 99
Part No. _____

Document No.: DN1998203657
Lodged By: land herr estates
Recorded On: 12/18/1998 11:38:04
Total Fees: 32.00
Transfer Tax: .00
County Clerk: Rebecca Jackson
Deputy Clerk: PENHIM

END OF DOCUMENT

[Handwritten mark]

Section 35: Amendment of Declarations of Covenants, Conditions, and Restrictions.

These Declarations of Covenants, Conditions, and Restrictions may be amended by the Developer at anytime so long as the Developer owns any lots in Section Three "A" of Landherr Estates. Otherwise, these Declarations of Covenants, Conditions, and Restrictions shall only be amended by an affirmative vote of 75% of the lot owners with the amendment being recorded in the Office of the Jefferson County Clerk.

WITNESS the signature of Developer by its duly acting Authorized Agent this 1 day of November, 2000.

LANDHERR ESTATES

LANDHERR ESTATES DEVELOPMENT, LLC

BY: Tracy L Collins

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged and sworn to before me by Timothy L Collins, as authorized agent of Landherr Estates Development, LLC, a Kentucky Limited Liability Company, this 1st day of November, 2000, to be his act and deed.

Mr. Commission Expires: 12/14/2003

Michelle L. Young
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Borders & Borders
920 Dupont Road
Louisville, Kentucky 40207
(502) 894-9200

Recorded In Plat Book
No. 47 Page 3
Part No. _____

Document No.: DN2000148327
Lodged By: COLLINS DESIGN & DEV.
Recorded On: 11/01/2000 11:59:52
Total Fees: 32.00
Transfer Tax: .00
County Clerk: Bobbie Hoisclaw-JEFF CO KY
Deputy Clerk: KELMAL

Section 35. Amendment of Declarations of Covenants, Conditions, and Restrictions.

These Declarations of Covenants, Conditions, and Restrictions may be amended by the Developer at anytime so long as the Developer owns any lots in Section Three "B" of Landherr Estates. Otherwise, these Declarations of Covenants, Conditions, and Restrictions shall only be amended by an affirmative vote of 75% of the lot owners with the amendment being recorded in the Office of the Jefferson County Clerk.

WITNESS the signature of Developer by its duly acting Authorized Agent this 31 day of July, 2004.

LANDHERR ESTATES

LANDHERR ESTATES DEVELOPMENT, LLC

BY: [Signature]

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged and sworn to before me by Timothy Collins, as authorized agent of Landherr Estates Development, LLC, a Kentucky Limited Liability Company, this 31 day of July, 2004, to be his act and deed.

Mr. Commission Expires: 9/5/07

[Signature]
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Borders & Borders
920 Dupont Road
Louisville, Kentucky 40207
(502) 894-9200

Recorded in Plat Book
No. 50 Page 8
Part No. _____

END OF DOCUMENT

Document No.: 082004142259
Lodged By: borders
Recorded On: 08/13/2004 - 11:19:44
Total Fees: 32.00
Transfer Tax: .00
County Clerk: BONNIE HOLSCLAW-JLFF CO KY
Deputy Clerk: YOLLOGE

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LANDHERR ESTATES, SECTIONS ONE, TWO, THREE "A" AND THREE "B"

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for LANDHERR ESTATES SUBDIVISION ("Amendment") is made at the direction of and caused to be recorded by LANDHERR ESTATES HOMEOWNERS ASSOCIATION, INC., A KENTUCKY NON-PROFIT CORPORATION (the "Association"), whose principal address is 12101 Landherr Court, Louisville, KY 40299.

WITNESSETH:

WHEREAS, the Association is the current representative for the owners, of all platted lots in a certain residential subdivision known as Landherr Estates Subdivision as shown on plat for Section One of record in Plat and Subdivision Book 43, Pages 36-37, as shown on plat of Section Two of record in Plat and Subdivision Book 44, Page 99, as shown on plat of Section Three "A" of record in Plat and Subdivision Book 47, Page 3, and as shown on plat of Section Three "B" of record in Plat and Subdivision Book 50, Page 8, in the Office of the Clerk of Jefferson County, Kentucky (collectively, the "Landherr Estates Plats"); and

WHEREAS, the Developer previously made and declared a Declaration of Covenants, Conditions and Restrictions for Landherr Estates Subdivision, Section One, dated June 4, 1997, which is recorded in Deed Book 6893, Page 78, in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions, Section One dated August 21, 1997, which is recorded in Deed Book 6927, Page 767, and as further amended in Second Amendment dated August 8, 1998, recorded in Deed Book 7158, Page 94, and for Landherr Estates Subdivision, Section Two, dated December 17, 1998, which is recorded in Deed Book 7156, Page 1, in the Office of the Clerk of Jefferson County, Kentucky, and for Landherr Estates Subdivision, Section Three "A", dated November 1, 2000, which is recorded in Deed Book 7538, Page 713, in the Office of the Clerk of Jefferson County, Kentucky, and for Landherr Estates Subdivision, Section Three "B", dated August 13, 2004, which is recorded in Deed Book 8467, Page 854, in the Office of the Clerk of Jefferson County, Kentucky, respectively, in the Office aforesaid (the "Declaration"); and

WHEREAS, this Amendment is necessary and desirable to amend Article II, Sections 3 and Article III, Section 29 of each Declaration as hereinafter set forth. These Amendments have been properly adopted pursuant to said Declarations, as confirmed by the affirmation of the Corporation's Secretary and the affirmative action of the owners of at least seventy-five percent (75%) of the lots subject to the restrictions. Except as amended and modified herein, all other terms and conditions of said Declaration of Covenants, Conditions and Restrictions for each Section shall remain unchanged.

NOW WHEREAS, Article II, Section 3 originally stated:

Assessment Uses and Collection.

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 only 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.

NOW THEREFORE, said Article II, Section 3 is hereby deleted and replaced with the following section:

Assessment Uses and Collection

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 only 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. Each lot owner shall bear all of the Association's costs of collection for the lot owner's past due assessments, any late fees or interest due as set and determined by the Board of Directors, including any filing fees, court costs and reasonable attorneys fees which shall also constitute a lien against the lot until paid.

AND WHEREAS, Article III, Section 29 originally stated:

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

NOW THEREFORE, said Article III, Section 29 is hereby deleted and replaced with the following section:

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 to

proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Each lot owner shall bear all of the Association's costs of enforcement for any lot owner's violation of any restriction including any fines, late fees or interest due as set and determined by the Board of Directors, and including any filing fees, court costs and reasonable attorney's fees which shall also constitute a lien against the lot until paid.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 25~~X~~ day of September, 2008, by the Secretary of the Association as evidenced below.

LANDHERR ESTATES HOMEOWNERS ASSOCIATION, INC.

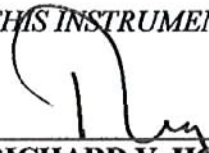
By: 
Cheryl Miller, Secretary

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 25 day of September, 2008, that Cheryl Miller, Secretary of Landherr Estates Homeowners Association, Inc., a Kentucky Non-Profit Corporation, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed of Landherr Estates Homeowners Association, Inc.

My Commission Expires: 4-30-2011 
NOTARY PUBLIC
Notary Public, State at Large, KY
My commission expires April 30, 2011

THIS INSTRUMENT PREPARED BY:


RICHARD V. HORNUNG
HEBEL & HORNUNG, P.S.C.
6511 Glenridge Park Place #1
Louisville, Kentucky 40222
(502) 429-9790

Document No.: DN2008139425
Lodged By: HEBEL & HORNUNG
Recorded On: 10/01/2008 03:20:48
Total Fees: 13.00
Transfer fax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: ANASHO

