

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADAM'S RUN SUBDIVISION

PLAT AND SUBDIVISION BOOK ⁴⁹, PAGE 29
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADAM'S RUN SUBDIVISION, is made on the 22nd day of April, 2001 by Adam's Run, Inc. 4800 Sherburn Lane, Louisville, Kentucky 40207 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, 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 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.

ARTICLE 1 - - PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS

Section 1.01. Existing 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 310 through 368 inclusive, as shown on the plat of Adam's Run Subdivision, Section 8 of record in plat and Subdivision Book ⁴⁹, pages ²⁹ in the office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer by Deed dated July 9, 1999 of record in Deed Book 5972, Page 640, in the office of the clerk of Jefferson County, Kentucky.

Section 1.02. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) **Additions in Accordance with a General Plan of Development.** Developer intends to make this section containing lots a part of a larger community known as Adam's Run, Inc. being developed in accordance with current plans. Subsequent additional plats will be recorded in the Office of the Clerk of Jefferson County, Kentucky.

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 within Adam's Run, which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Adam's Run, Inc. 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.

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 Declarations 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.

ARTICLE 11 -- RESTRICTIONS ON USE

Section 2.01. 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 a domestic servant living on the premises), not to exceed two and one-half stories in height and including a garage for the sole use of the owner and occupants of the lot.

Section 2.02. 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 of nuisance to the neighborhood.

Section 2.03. Use of Other Structures and Vehicles.

- (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.
- (b) No out building, trailer, basement, tent, shack, garage, barn or structure other than the main entrance erected on a lot shall at anytime 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 anytime 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 Adam's Run.

Section 2.04. 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.

Section 2.05. Clotheslines; Fences and Walls; Antennas and Receivers/Transmitters.

- (a) No outside clotheslines shall be erected or placed on any lot.
- (b) No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence.
- (c) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.
- (d) No basketball goals, whether attached to house or on a free-standing stationary or portable pole, may be placed wither

permanently or temporarily closer to the front or street side property line than the rear corners of the house.

- (e) No sliding boards, swings, swimming or wading pools or other game or recreational equipment may be placed with permanently or temporarily closer to the front or side street property line than the rear corners of the house. All above ground swimming pools are strictly prohibited.
- (f) No chain link fences are permitted. A chain link dog run, not to exceed ten (10) feet by twenty (20) feet in size may at the option of the Developer, be permitted. Developer to approve written plan and placement of "run on lot." Approval by Developer must be in writing and may be withheld at the sole discretion of the Developer.
- (g) All fences, regardless of material, must be shown on a written plan and presented to Developer for his written approval.

Section 2.06. Business; Home Occupations

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the 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 this provision of Section 2.01, hereof, a new house may be used by the builder hereof 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 2.07. Signs. No signs 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 and approved builders shall have the right to erect larger signs when advertising the subdivision or a model home. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 2.08. 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 lot, owner must remove within thirty (30) days.

Section 2.09. Drains. No storm water drains, roof downspout or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made within watertight joints in accordance with all applicable plumbing code requirements.

ARTICLE 111 -- APPROVAL OF CONSTRUCTION**PLANS**

Section 3.01. Lot Improvements. No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a 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, driveway (which shall be of asphalt or concrete) and landscaping 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 not in conflict with applicable zoning regulations.

Section 3.02. Building Materials. The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same. Vinyl siding may be used on the sides and rear and on front areas unable to carry brick. Developer may approve other materials on an individual basis.

Section 3.03. Setback. No structures shall be located on any lot nearer to the front lot line or the side street line than the front lot set back distance shown on the recorded plat. Both side yards shall total ten (10) feet with a minimum of five (5) feet for one. The minimum building setback lines shown shall be followed except bay windows and steps may project into side area up to eighteen (18) inches and open porches may project into the front yard area not more than six (6) feet.

Section 3.04. Minimum Floor Areas.

- (a) The ground floor area of a one-story house shall be a minimum of 1,200 square feet, exclusive of the garage.
- (b) The total floor area of one and one-half story house shall be a minimum of 1,400 square feet, exclusive of garage.
- (c) The total floor area of a two-story house shall be a minimum of 1,500 square feet , exclusive of the garage.
- (d) Foundations may be basements, crawl or slab. Finished basement areas, garages and open porches are not included in computing floor area.

Section 3.05. Garages, Carports and Driveways. All lots shall have at least a two-car garage. No detached garages are allowed. The location of driveways on the lots are subject to prior plan approval by Developer.

Section 3.06. Mail and Paper Boxes. A mailbox and paper holder selected by Developer will be placed at lot owner's expense.

Section 3.07. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each homeowner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered, the homeowner shall correct the problem at his expense or Developer may correct the problem and bill the homeowner for expenses to correct the problem.

Section 3.08. Landscaping; Sidewalks and Driveways

- (a) **Grading and Sod.** After the construction of a residence, the lot owner shall grade and sod the entire lot. All finished grades must be in accordance with construction plans approved by and on file with Jefferson County Department of Works.
- (b) **Trees.** Upon the construction of a residence, the lot owner shall cause to be planted one (1) tree, with a minimum diameter of one and one half (1 1/2) inches, when planted in the front yard in accordance with Developer's comprehensive plan for the streets and parkways.
- (c) **Driveways.** Each lot owner shall concrete the driveway within three (3) months after completion of a single-family dwelling.
- (d) **Sidewalks.** Each lot owner shall, at its 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.
- (e) **Enforcement.** Upon an owner's failure to comply with the provisions of this Section 3.08, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereof to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 3.09. Utilities.

- (a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's ("LG&E") point of delivery to customer's building' and title to the service lines shall remain in and the cost of 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 property 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. Electric 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 park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above ground 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 Adam's Run, 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, converterers, 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.

ARTICLE IV -- OWNERS OBLIGATIONS. 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 according to Article 111, 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 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 judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 5.03. Restrictions Run with Land. Unless canceled, 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 vocenants in whole or in part. These restrictions may be canceled, 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 By-Laws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and By-Laws. 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 By-Laws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgements 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 By-Laws, 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' Easement 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 lot owners' families, guests, Invites, 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 Adam's Run, 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) Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not 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

cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission. The lot owner's easements of ingress and egress and any public utility easements previously established shall not be affected by such dedication. 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 V11, Section 7.02. when Class B membership ceases this right of Developer shall automatically pass to the Board of Directors of the Association.

- (c) Anything to the contrary herein notwithstanding, the Homeowners Association and 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.

Section 6.02. Association's Right to 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 or 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 V11 -- 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 Adam's Run Homeowners Association, Inc. ("Association"). Such owner and member shall abide by the Association's By-Laws, 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
 - (1) When, in its discretion, Developer to determined;
 - (2) When 100 percent (100%) of the lots which may be developed on the property, as set forth in Article 1 hereof, have been sold by Developer; of
 - (3) January 1, 2020.

Section 7.03. Rights and Obligation os 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, entranceway, streets, medians (even where located in publicaly

dedicated rights-of-way), sidewalks, crosswalks, storm drains, basins, recreational facilities and landscaping located therein.

ARTICLE V111 -- 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 (1) annual assessments or charges, and (11) special assessments for capital improvements, such assessments to be established and collected as provided in this Article V111. 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 V111, 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 By-Laws, 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 V11, 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, 2002, 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, 2002, 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 By-Laws.*
- (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 asset of the members of the Association in accordance with the By-Laws.

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 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 effect 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.

ARTICLE 1X - WOODLAND PROTECTION

Section 1.01. Woodland Protection Areas. The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading or other land disturbing activity shall occur in the Woodland Protection Areas except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Deed Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

These restrictions may be amended or released only with the prior approval of the Louisville and Jefferson County Planning Commission.

WITNESS the signature of Developer by its duly authorized officer as of

August 22, 2003
DATE

ADAM'S RUN, INC.

By: [Signature]
Sydney E. Wright, President

STATE OF KENTUCKY }

COUNTY OF JEFFERSON }

The foregoing instrument was acknowledged before me on

August 22, 2003, 2003 by Sydney E. Wright as President of Adam's Run, Inc.

My Commission expires 8-14-07

[Signature]
NOTARY PUBLIC

Recorded In Plat Book

No. _____ Page _____
Part No. _____

THIS INSTRUMENT PREPARED BY:

[Signature]
SYDNEY E. WRIGHT
4800 Sherburn Lane
Louisville, Ky. 40207
(502) 893-2577

Document No.: DN2003245940
Lodged By: ADAMS SEC 7
Recorded On: 10/22/2003 03:11:29
Total Fees: 34.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: CARHAR