

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THOMAS COMMUNICATIONS, INC. (WALNUT GROVE ESTATES)
SUBDIVISION – UNIT 1-C

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THOMAS COMMUNICATIONS, INC. (WALNUT GROVE ESTATES) SUBDIVISION – UNIT 1-C (this “Declaration”) is made and effective as of the 8th day of April, 2010, by **JJK – THOMAS, LLC**, a Kentucky limited liability company, having a mailing address of 989 Governors Lane, Suite 160, Lexington, Kentucky 40513 (hereinafter referred to as the “Developer”).

WITNESSETH

WHEREAS, the Developer is the owner of Unit 1-C, of the Thomas Communications, Inc. (Walnut Grove Estates) Subdivision to the City of Lexington, Fayette County, Kentucky (the “Subdivision”), as shown by that Final Record Plat of record in Plat Cabinet N, Slide 616, in the Fayette County Clerk’s Office (a reduced copy of which is attached hereto as Exhibit “A” and hereinafter referred to as the “Plat”); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS:

A. Single Family Residential Purposes. No lot in the Subdivision 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. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate two (2) automobiles.

MAIL TO:

GLENN A. HOSKINS, ATTY.
P.O. BOX 55254
LEXINGTON, KY 40555

B. Use Of Lots: No lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping lot, and uses customarily incidental thereto, provided, however, that no lot may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility, and no lot may be used as a residence for more than two (2) persons unless each additional person is a lineal descendant of at least one of the other persons. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business; (ii) it shall be permissible for the Developer to maintain, during the period of its sale or rental of lots, one or more lots and/or portions of the Common Area as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more lots or a portion thereof and/or a portion of the Common Area may be maintained for the use of the Walnut Grove Estates Homeowners Association, Inc. (as more further described in Numerical Paragraph 28 herein, and hereinafter referred to as the "Homeowners Association") in fulfilling its responsibilities.

C. Renting and Leasing. In order to assure that the Subdivision, from time to time, meets the requirements of institutional first mortgages and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Subdivision for owner-occupant residential financing, and to maintain the character of Walnut Grove Estates as primarily housing for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of residences within Walnut Grove Estates that may be rented, provided, that no such rules shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a lot by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the lot of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the lot(s) so acquired, or (ii) the Developer to rent a lot(s) owned by the Developer.

2. APPROVAL OF CONSTRUCTION PLANS: All house plans must be approved in writing by the Developer, at the Developer's sole discretion (which may be arbitrarily withheld) prior to the commencement of ANY construction. No construction of any kind, including excavation or lot clearing, shall begin until the Developer has approved such construction plans in writing. Additionally, 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 rear, front 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 such approval right. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear or side wall of the residences. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations. All plans submitted to the Developer for its approval shall be based upon a one-fourth (1/4) inch equals one (1) foot scale.

3. FRONT AND SIDE YARD SETBACKS:

A. No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than three (3) feet. Six (6) foot side yard set-backs shall be required pursuant to the "Expansion Area Residential One" (EAR-1) zoning category. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front and side of the structure satisfies the set-back line requirements set forth on the recorded plat.

B. The Developer may authorize variances from compliance with respect to any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, provided that any such variance is in accordance with the duly adopted rules and regulations of the Lexington-Fayette Urban County Government (the "LFUCG"). Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) prevent the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval from any governmental agency or the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting such a variance.

4. MINIMUM FLOOR AREA REQUIREMENTS:

A. All ranch-style houses shall have a minimum of 2,500 square feet, exclusive of the garage.

B. A one and one-half (1-1/2) story house shall have a minimum of 1,800 square feet on the ground floor, exclusive of the garage, with a total minimum of 3,100 square feet.

C. A two (2) story house shall have a minimum of 1,600 square feet on the ground floor, exclusive of the garage, with a total minimum of 3,200 square feet.

D. Any other type of house not specifically listed above shall have a minimum of 3,200 square feet, exclusive of the garage.

E. In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

5. BUILDING MATERIALS AND DESIGN CRITERIA: The following requirements must be adhered to unless otherwise agreed to by the Developer in writing:

A. Exterior Materials. The type of exterior building materials utilized in the construction of any house in the Subdivision must first be approved of in writing by the Developer. The exterior surfaces of all houses must be constructed entirely of brick or stone (except in the case of dormers or other small trim surface areas where using brick or stone would impose an undue financial hardship). **All four (4) sides of the house must have "brick to grade" exteriors.**

As it relates to mortar, only buff, cream, or gray mortars will be allowed. No black or dark colored mortars will be permitted.

Painted brick will be permitted on a case-by-case basis only per the written approval of the Developer.

The brick or stone veneer shall be extended to the finished grade, and there shall be no exposed concrete, concrete block or stucco foundations permitted without the Developer's prior written consent. No other exterior building material shall be used except upon the approval by the Developer in writing. Any and all retaining walls extending beyond the exterior residential structure walls shall be either the same material as the exterior residential structure walls or properly installed "Keystone block".

B. Shingles. All roof shingles shall be of the "30 year dimensional shingle" type, with a 230 pound per square minimum weight, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. Non-Brick Surfaces. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone colors (as hereinafter defined), and window shutters and the front door of the house may also be black, dark green, wineberry or burgundy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. Chimneys, Cantilevers and "Bump-Outs".

(i) No cantilevered, bump-outs or exterior protrusions will be permitted for fireplaces, TV/entertainment centers, tubs, or any other purpose unless grounded to the

earth, and meeting all of the exterior finish requirements set forth herein. **The height of all chimneys shall reach or exceed the roof line of the house.**

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (meeting all of the exterior finish requirements set forth herein) must be installed and follow the guidelines listed in Subparagraph D. (i) above.

(iii) All bowed room extensions must be grounded and finished per the approved exterior materials listed in Paragraph 5. A. Bay windows, for the purpose of a window treatment only, do not have to be grounded to the earth.

E. Windows. All windows must have a low E glass. Only white and warm, earth-tone colors will be permitted.

F. "Earth-Tone" Colors Defined. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown, and white. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: yellow, green, orange, red, blue, pink, purple and black.

6. APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without the prior written approval from the Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, tennis courts, and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Developer. No second story additions are permitted without the Developer's written consent. No additional windows, platforms, etc., which may invade the privacy of any adjacent dwelling are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

A. Garages and Garage Doors. All garages shall be rear entry or side entry attached garages; any other garage entries must be approved by the Developer. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

B. Driveways, Sidewalks and Curbs. All driveway areas must be made of concrete or brick. The builder/owner of the house constructed upon each lot shall be responsible for repairing, at its expense, any damage done to the curb in front of the lot and the sidewalks upon that lot as the consequence of construction activity. The

Developer shall have the right to repair any such curb or sidewalk damage and hold the builder/owner liable for the reasonable cost of such repair. Each lot owner shall be responsible for maintaining the sidewalks on that lot, at the lot owner's expense. Each lot owner shall concrete or brick the driveway prior to occupancy of the house thereon. All houses must have a private sidewalk that leads from either the residence driveway or front city sidewalk to the main entrance area/front stoop or porch.

C. Flashing, Vents, Louvers, Etc. The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Developer.

D. Swimming Pools. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement, and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend toward the front or side street property line beyond the rear corners of the residence. No lighting of a pool or other recreation area may be installed without the prior written approval of the Developer, and if allowed, such lighting must be designed for recreational purposes only, consistent with the residential character of the neighborhood, and appropriately buffered to minimize the emission of such lighting to the surrounding residences.

E. Tennis Courts. No tennis court shall be constructed without the prior written approval of the Developer. Any tennis court approved by the Developer shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court. No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

F. Basketball Goals. No basketball goal shall be permanently erected without the approval of the Developer in writing. All basketball goals must be situated on the driveway near the house or at the rear of the lot. No basketball goal shall be placed on the street, sidewalk or utility strip in front of the lot or in any common areas. All installed basketball goals must have a transparent backboard. No lighting or illumination devices shall be allowed to be attached to the goal, backboard or support structure, and no

detached lighting devices shall be permitted if the purpose of which is to facilitate the playing of basketball during the evening hours.

G. Fences. No chain-link, vinyl, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "in-ground" swimming pool, in which case, the fence or wall may be up to six (6) feet in height. 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 without the prior written approval of the Developer or its authorized representative. Requests for fencing on corner lots will be reviewed by the Developer on a case-by-case basis. Acceptable fence materials are brick, stone, and decorative black aluminum or black iron.

H. Air Conditioning and Utility Areas. Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

I. Mailboxes. To insure uniformity, all mailboxes shall be of a decorative "aluminum" design in accordance with the design shown on the drawing attached hereto as Exhibit "B", painted with a "black" finish. The house address number shall be mounted on one (1) side of the mailbox with gold vinyl lettering, two (2") inches high. Any deviations from these requirements shall require the Developer's written approval; provided however, that this provision is subject to the United States Postal System's requirements.

J. Satellite Dishes. No satellite dish may be erected or placed on any lot in excess of 36 inches in diameter and any such dish must be attached to the house or deck (as opposed to being freestanding) and discretely situated so as to minimize its visibility from the street. Any deviation to these standards must be approved of in writing by the Developer (or its assignee).

K. Clotheslines. No outside clothesline shall be erected or placed on any lot.

L. Temporary Structures. No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders during the construction upon the subject lot; any such sheds or offices shall not exceed

200 square feet in area, and shall be removed when the construction or development has been completed or is no longer taking place.

M. Portable Storage Units. No portable storage units (temporary or permanent), including those storage units commonly referred to as "PODs", may be placed or kept on a driveway or any other portion of a lot for more than fourteen (14) consecutive days (or such longer period as the Board of Directors of the Homeowners Association may agree to, and in no event on any one (1) lot more than two (2) times per calendar year. In no event may such a storage unit be placed in the street in front of a lot (or in the case of a corner lot, the side street adjacent to such lot).

N. Lighting. No exterior lighting, including recreational and/or security lighting (but not including seasonal Christmas decorative lights, which may be used between November 15 and January 10 only), shall be installed or maintained on any lot if the lighting is found to be objectionable by the neighborhood or the Developer. Exterior lighting for security purposes shall be permitted provided that such lighting is directed so as to not intrude upon a neighboring property. Upon being given notice by the Homeowners Association or the Developer that any exterior light is objectionable, the owner of the lot on which same is located shall immediately remove said light or have it shielded in such a way that it is no longer objectionable.

O. Propane Gas Tanks. All propane or natural gas tanks (other than those used for cooking grills) must be completely buried underground.

P. Exterior Porch or Deck Enclosures. No exterior porch or deck may be enclosed, nor may any windows or vinyl sliders be permanently installed in any exterior porch or deck, without the Developer's prior written approval. Any curtains or drapes installed on an exterior deck or porch must (i) be attached to the interior wall or ceiling of the deck, (ii) be of a solid color on the outer side (i.e., the side visible from neighboring homes), (iii) be of a color that is harmonious with the exterior surface materials of the house, and (iv) be fastened or anchored to the inside of the porch or deck so as to prevent the curtains or drapes from blowing in the wind.

Q. Compost Bins. No compost bin shall be constructed without the prior written approval of the Developer. The maximum size of a compost bin shall be six (6) feet (in length) by three (3) feet (in width) by two (2) feet (in height). No compost bin shall be constructed or placed nearer to the street than the rear yard of any residence, and in no event nearer than twenty (20) feet from the right of way line of any street and shall not extend beyond the primary permanent residential structure. Compost bins must be screened on the three sides that face away from the permanent residential structure using evergreen plantings sufficient in size to shield the compost bin from view. Compost bins

must be properly maintained and used to prevent attraction to rodents, foul odors, and/or any other nuisance.

R. Radon Pipes. Any radon pipe which exits via the exterior of a residence and runs vertically up to the roof line must be painted so as to blend in with the exterior of the house.

S. Rain Barrels. Rain-water collection vessels (sometimes commonly referred to as "rain barrels") shall be permitted to collect roof water drainage if adequately connected to the downspouts on a residence and integrated and disguised so as to be part of the general landscaping plan of the residence.

7. LANDSCAPING AND REPAIRS TO INFRASTRUCTURE DURING CONSTRUCTION: During construction (or after construction, if the damage was done during construction), builders shall be responsible for the following:

A. Stockpiling of any building materials shall not be allowed within the drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.

B. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the Subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

C. No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, or whether or not said lot adjoins the construction site.

D. Run-off and erosion shall be controlled on site by the builder during construction while the site is disturbed. **Builders must comply with the LFUCG's silt control procedures (i.e., silt fence, rock entrances, maintenance and cleaning of roadways, protection of any storm sewer curb boxes or surface inlets on or adjacent to their lot, etc.). Any damage done to the storm or sewer lines or manholes in or serving the Subdivision as the consequence of a builder failing to comply with these requirements must be repaired immediately by the builder (at the builder's expense) to the satisfaction of the LFUCG and the Developer. In the event the builder fails to properly and timely make such repairs, the Developer shall have the option to make such repairs and seek reimbursement for the expense of same from the builder.**

E. Any damage done to the sidewalks, curbs, streets or other infrastructure within or serving the Subdivision as the consequence of a builder's

construction activity (including the delivery of building materials) must be repaired immediately by the builder (at the builder's expense) to the satisfaction of the LFUCG and the Developer. In the event the builder fails to properly and timely make such repairs, the Developer shall have the option to make such repairs and seek reimbursement for the expenses of same from the builder.

8. PERMANENT LANDSCAPING PLANS: All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the Developer for approval shall include the following requirements:

A. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by the Developer.

B. All front, side and rear yards must be completely sodded upon the completion of construction. Seeding in lieu of sodding is strictly prohibited.

C. No existing living tree shall be cut or removed so as to conflict with the notations on the Plat or the tree regulations of the LFUCG. The requirements regarding any "Tree Protection Area" (as designated and illustrated on the Plat, and hereinafter referred to as a "TPA") shall be adhered to by the owner of any lot upon which a TPA is situated, and no activity prohibited by the LFUCG's regulations applicable to TPAs shall be allowed to take place within any TPA without the prior written approval of the LFUCG's Urban County Forester and by the Developer.

D. Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. **The use of plant material of advanced maturity and of the highest quality should be used to give the property a finished and established feeling.**

E. No hedge shall be planted on any lot unless its placement and planting are approved in writing by the Developer.

F. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

G. No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

9. UTILITIES: Any and all utility lines or wires for communications or for the transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground. Each lot owner shall be responsible

for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

10. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

11. USE AND STORAGE OF VEHICLES:

A. No trailer, truck, large commercial vehicle, camper trailer, recreational vehicle, camping vehicle, personal watercraft, all-terrain vehicle ("ATV"), boat or trailer shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis. This paragraph shall not be construed to be a prohibition against sports utility vehicles (commonly referred to as "SUVs").

B. Any and all routine automobile maintenance shall be conducted within the garage or within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street.

12. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve more than five (5) customers coming onto the lot at any one time, has no daily outside employees, and is consistent with the residential character of the Subdivision) 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 Paragraph 1 above, 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 that house.

13. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; **no storm water drains,**

roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

14. EASEMENTS:

A. Utility Easements. Easements for the installation and maintenance of utilities may be reserved over each lot by deed or as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. Should any structure, plant or other material placed within such an easement be damaged or destroyed, the owner of the lot shall be solely responsible for any repair and/or replacement costs. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B. Common Open Space Easements. The Developer has included within its master development plan common open space easements, for the enhancement of the property and for the use of all property owners. The common open space easements may be used for locating utility lines. All common open space is and shall remain private property exclusively for recreational or access purposes. The common open space shall be used exclusively by residents or guests accompanied by residents. The Homeowners Association shall (i) maintain, and (ii) obtain and maintain adequate liability insurance regarding, any common open space located in the Subdivision and any other sections of the Walnut Grove Estates residential development which the Developer may by future deed restriction or amendment thereof designate and provide. No structure, object or plant material may be placed in the common open space without the approval of the Developer. The Developer shall have the right, but not the obligation, to deed any common open space to the Homeowners Association.

C. Monument Signs/Entry Features. The Developer reserves the right (but not the obligation) to construct monument signs, landscaping features or similar type of improvements upon any lot or common area in the Subdivision near any street intersection leading into the Subdivision. Any such feature shall be constructed at the expense of either the Developer or the Homeowners Association and maintained at the

expense of the Homeowners Association. An easement is hereby reserved over the appropriate portion of any such lot in favor of the Developer and the Homeowners Association in order to facilitate the construction and maintenance of the feature as designated on the Plat.

15. DISPOSAL OF TRASH:

A. Dumping. No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. The Developer reserves the right to remove any trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section.

B. Garbage Cans. All garbage cans, bags, "Herbies", "Lennies", and "Rosies" (or any other solid waste receptacle) shall be located or screened so as to be concealed from view of, or have a minimally invasive effect if viewed from, neighboring lots, streets and property located adjacent to the lot, except that they may be moved to the curb for collection purposes on the day of collection per the LFUCG's rules and regulations. All rubbish, trash and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon.

16. FIREWOOD STOCKPILING: Any and all firewood stockpiles shall be placed so as to not detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black or dark green in color and securely tied down to prevent disturbance by wind.

17. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; furthermore, when pets are walked, they are to be kept off the medians at all times. No pets shall be allowed in any landscaping common area. Any and all complaints regarding animal nuisance issues, including barking dogs, are to be submitted to the LFUCG as per the ordinances, rules, regulations and guidelines of the LFUCG.

18. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat

and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred. The Developer shall be entitled to file a lien against such lot [and the owner(s) thereof] to secure the reimbursement of any such expenses incurred. Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to the completion of construction in accordance with all of the provisions referred to herein.

19. SIGNS: No sign of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs, political advertisements [for a period not exceeding thirty (30) days and subject to the rules and regulations of the LFUCG] and "yard signs" regarding community-oriented issues [all of which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer. No signs may be displayed in any common area or entryway without the Developer's prior written approval.

20. GARDENS: The materials used in gardens and the plants grown in gardens must be aesthetically pleasing to neighboring residents. No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

21. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not apply to pool houses, gazebos, outdoor kitchens, hot tub enclosures or similar structures which have been approved in writing by the Developer. Outdoor storage buildings, sheds, detached garages or greenhouses are not permissible. The provisions of this Numerical Paragraph 21 shall **not** be deemed to prohibit the minor subdivision of any lot in the Subdivision or a lot designated as an "open space" for the purpose of consolidating a portion of such lot to another residential building lot, and in the event of such a consolidation, the newly formed combined lot shall be deemed one (1) lot for purposes of this Paragraph. (For purposes of this Numerical Paragraph 21, compost bins are not considered to be storage sheds or otherwise prohibited by this Paragraph; however, specific restrictions regarding compost bins are set forth in Numerical Paragraph 6. Q. of this Declaration.)

22. (Intentionally Deleted)

23. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior written approval of the Developer.

24. ROOF PITCH: No roof on any residence shall be less than a 8/12 pitch unless approved in writing by the Developer. However, if architectural limitations prohibit a roof pitch as required herein to be achieved on porch additions, sunrooms, covered decks, and other similar areas/additions, then a roof pitch down to 3/12 or less may be acceptable on those areas only. Plans (which are to include the roof pitch) for porch additions, sunrooms, covered decks, or other similar areas/additions must be submitted to and approved by the Developer in writing before commencing construction.

25. ARTIFICIAL VEGETATION: No artificial vegetation shall be permitted on the exterior of any portion of any lot. Exterior sculptures, foundations, flags and similar items must be approved of in writing by the Developer.

26. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

27. WATER FEATURES: All lakes, ponds, and streams, if any, within the Subdivision (hereinafter referred to as "Water Features") shall be aesthetic amenities only, and no other use thereof, including, without limitation, wading, swimming, boating, or the use of personal flotation devices, or any other activity deemed to be a nuisance by the Developer or the Homeowners Association (at their sole discretion), shall be permitted. Fishing by owners and their guests shall be permitted, subject to certain rules and regulations which may be established by the Board of Directors of the Homeowners Association from time to time. **The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of Water Features within the Subdivision.** The Homeowners Association shall be obligated to obtain and maintain adequate liability insurance covering all Water Features in the Subdivision.

28. HOMEOWNERS ASSOCIATION:

A. The Articles of Incorporation of **Walnut Grove Estates Homeowners Association, Inc.** (the "Homeowners Association"), and which may be amended from time to time, are recorded in the Fayette County Clerk's Office.

B. Every owner of a lot in the Subdivision (and, at the Developer's discretion, the owners of lots in such other sections of the Walnut Grove Estates residential development [and any other residential subdivisions in the "Walnut Grove Estates " vicinity in Lexington, Kentucky, developed by the Developer (hereinafter collectively referred to as the "Affiliated Subdivisions")]) as the Developer has specified in other deed restrictions or may specify in future deed restrictions) shall be a member of

the Homeowners Association and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association's by-laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Homeowners Association's Board of Directors.

C. The objects and purposes of the Homeowners Association are 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. The Homeowners Association shall have jurisdiction over all residential units of the Walnut Grove Estates residential development (as well as the other Affiliated Subdivisions), and its objects and purposes shall include, without limitation and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, fences and entrances as are shown on any plat of the Walnut Grove Estates residential development (as well as the other Subdivisions), and acceptance of common areas for purposes of operation, maintenance and repair.

D. Any assessments levied by the Homeowners Association shall be used only for purposes generally benefiting the Homeowners Association, and shall constitute the personal obligation of the lot owner and shall create a lien upon the lot and improvements 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.

E. The Homeowners Association has established an assessment of \$800.00 per lot per year effective as of the 2009-2010 fiscal year (for the period 7/1/09-6/30/10). The Board of Directors of the Homeowners Association may, from time to time, increase or decrease the assessment. The Board of Directors of the Homeowners Association shall determine the amount of and fix the due date of each assessment prior to each fiscal year. The annual assessment will be due and payable within thirty (30) days from the date the billing statement is sent out to each owner. The assessment will be prorated in the event of occupancy for a portion of the year, with the proration to be calculated by determining the number of days of occupancy of the residence from the date of occupancy through June 30 of that fiscal year. This subparagraph should not be construed to restrict or prohibit the rights of the Homeowners Association, its Board of Directors, officers or members from taking any action permitted by its Articles of Incorporation, its By-Laws, rules or regulations.

F. The Developer shall have total control of and be vested with all authority over the Homeowners Association until such time as it has (i) transferred title to

one hundred (100%) percent of the lots in the entire Walnut Grove Estates residential development, including the other Subdivisions and adjacent land brought within the scope of the Homeowners Association by the Developer (whether or not such adjacent land is owned or subsequently acquired by the Developer).

29. EQUESTRIAN FACILITIES:

A. It is contemplated that a portion of the common areas of the Subdivision and future sections of the Walnut Grove Estates residential development will be transformed by the Developer into an equestrian facility, including pastures, fencing, riding trails, a barn and stable structure, for the keeping, care and riding of horses primarily by owners of lots within the Walnut Grove Estates residential development (hereinafter the "Equestrian Facilities"). The Equestrian Facilities shall be managed by the Association, but the Association shall have the right to assign the management to a third party. Subject to availability (based upon the number of stalls), the owner(s) of each lot within the Walnut Grove Estates residential development shall have the right to board no more than one (1) horse per lot within the Equestrian Facilities. Each owner boarding a horse in the Equestrian Facilities shall be totally responsible for all care, feeding and watering of his or her horse, and shall be deemed to have released the Developer and the Homeowners Association, and their respective officers and directors, from any liability relating to the boarding of any horses within the Equestrian Facilities. The costs and expenses relating to the operation of the Equestrian Facilities shall be allocated among the owners of the horses boarded therein (with the exception of mowing the pastures and painting and maintaining the fences, which shall be expense of the Homeowners Association), and shall be invoiced to the owners of such horses on a periodic basis. The operation of the Equestrian Facilities shall be subject to any rules and regulations established by the Board of Directors of the Homeowners Association, as same may be revised from time to time.

B. Subject to availability (meaning that the number of horses actually being boarded by owners of lots within the Walnut Grove Estates residential development is less than the capacity of the Equestrian Facilities, as determined by the Board of Directors of the Homeowners Association in its sole discretion), the Homeowners Association shall have the right to board horses to persons who are not owners of lots within the Walnut Grove Estates residential development (such a person being hereinafter referred to as a "Non-Owner Boarder") upon such rental terms as the Homeowners Association's Board of Directors shall determine, but subject to the following conditions:

(i) Each Non-Owner Boarder shall be required to execute a "horse boarding agreement" prepared by the Board of Directors of the Homeowners Association (and

approved by the Board's legal counsel), which shall contain customary "hold harmless", "release" and "indemnification" language so that neither the Board, the Homeowners Association nor any of the owners of lots within the Walnut Grove Estates residential development have any liability to the owner(s) or rider(s) of the horses being boarded whatsoever; and

(ii) The Board of Directors of the Homeowners Association shall have the right (as specifically set forth in the boarding agreement), to terminate the boarding agreement with any Non-Owner Boarder upon thirty (30) days prior written notice if necessary to accommodate the boarding of a horse by any owner of a lot in the Walnut Grove Estates residential development.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the Equestrian Facilities and other similar recreational facilities situated within the Subdivision or upon any other portion of the Walnut Grove Estates residential development (hereinafter collectively referred to as the "Recreational Amenity Facilities") shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Homeowners Association nor the owner of any lot shall have any claim of ownership; with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

D. The Developer reserves the right (on its own account or on behalf of the Recreational Facilities Owner, any other entity affiliated with the Developer, or their respective successors or assigns) to utilize portions of any barns constructed in connection with the Equestrian Facilities for the purpose of storing equipment, vehicles or other items of personal property of all types until such time as the Developer has relinquished such right by the execution of a written agreement addressed to the Homeowners Association. The Developer (or other permitted user of such space, as the case may be) shall not be responsible for paying any type of rent for the use of such space, but shall reimburse the Homeowners Association for its prorata share of any documented out-of-pocket expenses relating to the use of such space.

30. PRESERVATION OF FARM ROAD FENCES AND TREE LINES: Any existing or proposed fence lines built along and trees growing along the historic farm roads which transverse throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer's prior written consent, and any

person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged. Such fences and trees shall be maintained by the Association, and the costs of such maintenance shall be a common area expense allocated among the owners of all Lots in the Walnut Grove Estates residential development.

31. ASSIGNMENT OF DEVELOPER'S RIGHTS: The various approval rights regarding approvals and otherwise retained by or conferred upon the Developer in this instrument may be assigned to any person, entity or association. If the Developer ceases to exist as a legal entity without formally assigning its approval rights, those approval rights shall be deemed to have been assigned to the Homeowners Association.

32. ENFORCEMENT: Enforcement of these Restrictions by the Developer, the Homeowners Association, or any lot owner shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any lot owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. The 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. Wherever in this instrument a lot owner has an affirmative obligation to take some action or is restricted from taking some action or is restricted from taking some action without the approval of the Developer, and the lot owner violates any of those requirements, the Developer may notify the lot owner of his violation. If the lot owner has not complied with the Developer's notification to correct the violation within 30 days, the Developer shall have the right to correct the violation, and the cost of correcting such violation shall be paid by the lot owner to the Developer immediately upon demand. To secure the payment of that obligation by the lot owner, the Developer shall have a lien on such owner's lot, which lien shall be equal in priority to the lien provided for in Numerical Paragraph 28(D) above. That lien shall be enforceable against the lot by foreclosure or otherwise.

33. SEVERABILITY OF PROVISIONS: The invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

34. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any

other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

35. AMENDMENTS: These covenants and restrictions may be amended **at any time by the Developer**, provided that the Developer still owns at least one (1) lot or tract of land in the Walnut Grove Estates residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 4 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by a majority vote of the Board of Directors of the Homeowners Association followed by the affirmative action of the owners of sixty percent (60%) of the lots subject to these Restrictions (voting in person or by proxy) at an annual or special meeting of the Homeowners Association following the sending of notice of the scheduling of the meeting and the nature of such amendment to each lot owner by U.S. mail, hand-delivery or email transmission, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 28 and 29 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Walnut Grove Estates residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Fayette County Clerk's Office.


36. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding 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) a majority of the then owners of the lots in Unit 1-C, of the Thomas Communications, Inc. (Walnut Grove Estates) Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Walnut Grove Estates residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part (provided that no such change shall affect the Provisions of Numerical Paragraphs 28 and 29 hereof unless the Developer consents to same in writing). The failure of any owner to demand or insist upon observance of any of these

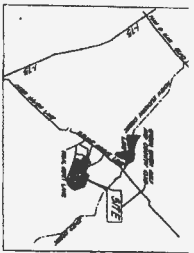
IN WITNESS WHEREOF, the Developer, JJK - THOMAS, LLC, a Kentucky limited liability company, has executed this Declaration on this the day and year first above written.

BY: JAMES C. BALL, JR.
JAMES C. BALL, JR.,
Secretary/Treasurer

The foregoing Declaration was subscribed and sworn to before me by James C. Ball, Jr., the Secretary/Treasurer of JJK, Inc., a Kentucky corporation, in its capacity as the duly-authorized Manager of JJK- THOMAS, LLC, a Kentucky limited liability company, on this the 8 day of April, 2010.

Mike Hedrich
NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE


GLENN A. HOSKINS
GLENN A. HOSKINS, P.S.C.
1077 Eastland Drive
P. O. Box 55254
Lexington, Kentucky 40555
(859) 231-1077
GAH/100541gh

[illegible]

NAME	RESIDENCE	INTERVIEW
1. Mr. J. H. Smith, 123 Main St., New York, N.Y.	2. Mr. J. H. Smith, 123 Main St., New York, N.Y.	3. Mr. J. H. Smith, 123 Main St., New York, N.Y.
4. Mr. J. H. Smith, 123 Main St., New York, N.Y.	5. Mr. J. H. Smith, 123 Main St., New York, N.Y.	6. Mr. J. H. Smith, 123 Main St., New York, N.Y.
7. Mr. J. H. Smith, 123 Main St., New York, N.Y.	8. Mr. J. H. Smith, 123 Main St., New York, N.Y.	9. Mr. J. H. Smith, 123 Main St., New York, N.Y.
10. Mr. J. H. Smith, 123 Main St., New York, N.Y.	11. Mr. J. H. Smith, 123 Main St., New York, N.Y.	12. Mr. J. H. Smith, 123 Main St., New York, N.Y.

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CONTRIBUTOR'S CERTIFICATION

I do hereby certify that the record sets are approved by the above named Publishing Committee as to content as of 12/11/88, 10:08.

Jeffrey S. Galt
Publishing Committee Signature

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PLM 1000-48

DEVELOPERS
DR. THOMAS LUC
1000 UNIVERSITY DRIVE
LEHICHTON, NY 10804

[illegible]

FINAL RECORD PLAT
THOMAS COMMUNICATIONS, INC.
(WALNUT GROVE ESTATES)
UNIT 1-C
LEXINGTON, FAYETTE COUNTY, KENTUCKY
AUGUST 2009

SITE 51 AT 151 AC.
 ZONE: E-4 (Basic Resource Area)
 NO. OF LOTS: 34 (22 Bunkbeds)
 TOTAL AREA: 36.63 Acres
 LENGTH OF STREET: 1811 L.F.
 AREA OF ROW: 3486 S.F. (0.08 ACRES)
 AREA OF REMAINING LOTS: 31 ACRES.

PLAN VIEW OF THE PEDESTRIAN PATH SECTION

100m

50m

0

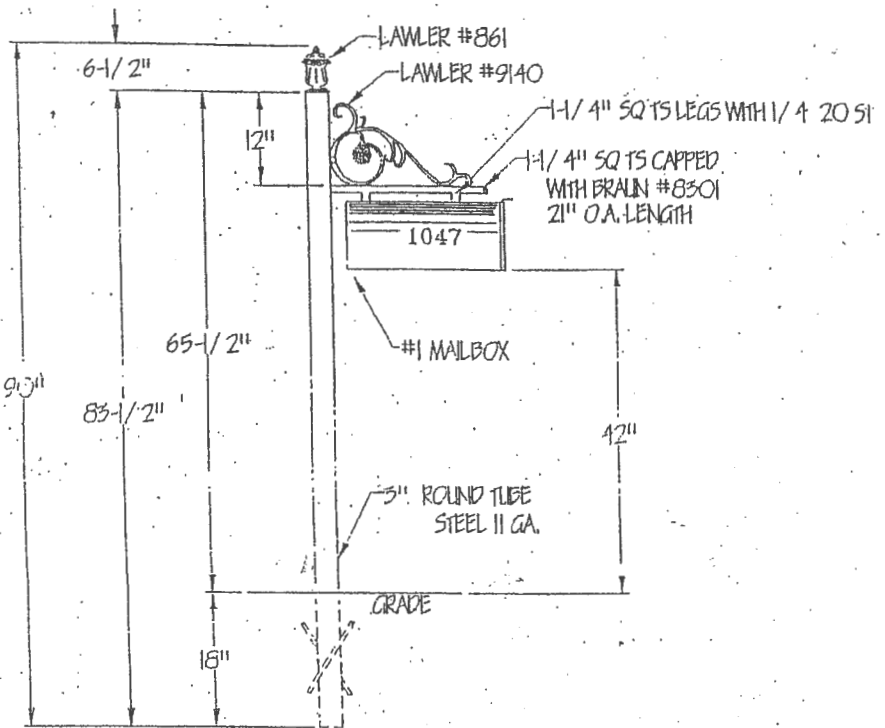
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SCALE 1:100

E.I. Putnam, Pile

LAD RAILWAY LABOURERS ASSOCIATION
LEADING CONTRACTORS
COUNCIL OF THE SOUTH
SOUTH AFRICA

EXHIBIT "A"



****NOTE: SEMI-GLOSS BLACK FINISH
WITH FINIAL PAINTED BRASS; 2" VINYL
NUMBERS BOTH SIDES, GOLD REFLECTIVE,
NOVARESE BOLD**

Kentucky Ornamental Iron

1047 Goodwin Drive
Lexington, KY 40505

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY ,dc

201004090140

April 9, 2010

13:27:33 PM

Fees	\$73.00	Tax	\$.00
Total Paid		\$73.00	

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24 Pages

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