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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHPOINT SUBDIVISION UNIT I

As shown by plat of record in plat cabinet 5, slide 154-A in the Jessamine County Clerk's Office.

WHEREAS, HIGH POINT DEVELOPMENT COMPANY, INC., (hereinafter called "Developer") having its principal office located at 2848 Union Mill Road, Nicholasville, Kentucky 40356, is the owner and developer of the property hereinafter described, and

WHEREAS, in the beneficial interests of the Developer and future owners of such real property, it is desirable to subject such real property to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, restrictions, conditions, easements, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvement, and maintenance of the aforesaid real property, in order to cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and the golf course and enhance the aesthetic appearance and value of the lots and residences; and prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said lots, and

WHEREAS, the Developer desires to reserve for itself, and its successors and assigns, the sole discretion to review and approve certain aspects of the plans and specifications for the improvement of the lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes,

NOW, THEREFORE, Developer does hereby make, constitute and establish the following covenants, conditions and restrictions (collectively the "restrictions") as to the ownership, development, use and occupancy of all lots in Highpoint Subdivision Unit I, Jessamine County, Kentucky (herein referred to as the "Subdivision" or the "Property"), as shown by the plat which appears of record in Plat Cabinet 5, Slide 154-A, in the Jessamine County Court Clerk's Office, as may be amended hereafter by Developer from time to time. In addition to all covenants, conditions and restrictions described herein, the Property and Subdivision and all lots therein and the owners thereof are also hereby made subject to and agree to abide by all notes and additional covenants, conditions and restrictions

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appearing on the above referenced plat of the Property and Subdivision as may be amended from time to time by Developer. Developer further declares that the Property, the Subdivision and all lots therein shall be held, sold and conveyed subject to all of said restrictions. The rights and obligations created as described herein shall affect only Unit I of Highpoint Subdivision and shall have no affect on any other property now or hereafter owned by High Point Development Company, Inc. unless such property is specifically made subject hereto by a separate recorded declaration, in which any such other property and the Property covered hereby shall be treated as a single subdivision unit.

I. APPROVAL OF PLANS

1.01 Procedure and Content: No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to lot owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site; (3) rear, front and side elevations and floor plans, (4) color of all exterior trim, brick, roof and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools and porches, (9) parking areas, (10) mailboxes, (11) samples of materials to be used to the extent requested by the Developer, and (12) such other information, data and drawings as may be reasonably requested by the Developer. Lot owners may be required to pay a reasonable fee for review of such plans by the Developer.

1.02 Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in the subdivision, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions.

The golf course is a visual asset to lot owners and the views of the golf course from lots other than the one for which plans are being reviewed will be considered in the plan review process. The view from the golf course to the lot will also be considered in the plan review process.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specifications

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within thirty (30) days after the same have been delivered to the Developer the lot owner shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail notice is received to approve or disapprove plans. If no action is taken on the plans by the end of the fifteen (15) day period it shall be presumed that the Developer has approved said plans and specifications.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representatives, and that all claims against the Developer are automatically waived and released.

II. BUILDING AND SITE REGULATIONS

- 2.01 Land Use: No lot or building thereon may be used for any purpose except residential use, and not more than one-single family residence shall be constructed on any lot nor shall more than one family reside therein. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached garage with space for at least two cars, except golf course uses described in Section V hereof shall be allowed on lots owned by Developer of the golf course operator and within the area of each lot designated as "golf course easement" on the plat.
- 2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any lot in the subdivision shall be of masonry construction, wood siding, or vinyl siding approved by Developer; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Finish building materials shall be applied to all sides of the exteriors of buildings and shall extend to the ground. No exposed concrete block, concrete foundation, or stucco foundation will be permitted. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors. Bedford stone, Tennessee stone or similar stone shall not be allowed on any exterior surface. All structures on all lots shall comply with all applicable laws, rules, regulations and ordinances.
- 2.03 <u>Dwelling Size</u>: No single family residence constructed on any of the lots shall have a ground floor area of less than 1,850 square feet in the case of a one-story structure; less than 1,500 square feet for first floor and 750 square feet for second floor in

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the case of a one and one-half story structure; or less than 1,200 square feet for each floor of a two-story structure, exclusive of basements, attics, carports, garages, porches, and terraces, even though such structure is under the same roof. For each dwelling, there shall be attached or as part of a basement a two-car garage of identical construction as the dwelling and entrance to the garage must be from either the side or rear yard. No roof shall be less than 5/12 pitch unless approved by Developer. The existing homeplace on Lot 15 is exempt from the requirements imposed by this Section 2.03, but shall not be changed in any way without Developer's written consent. No roof shall be less than 5/12 pitch unless approved by Developer. The Developer may approve other types of designs containing a minimum of 1,850 Sq.Ft. of living area) provided the living area as defined in this paragraph is substantially similar to the requirements herein specified.

- 2.04 Completion of Construction: All lot owners shall complete residential construction within eighteen (18) months from date construction commences. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within one (1) year from the time of said approval. If construction is not commenced within one (1) year from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such lot unless the Developer or its representative agrees in writing to extend said period of one (1) year. The Developer hereby expressly reserves the right to extend the time periods above.
- 2.05 Construction of Driveways and Headwalls: All driveways constructed on any lot in said subdivision shall be of Portland Cement concrete or asphalt and not less than 9' in width at all points. All driveway entrances, unless at the crest of a hill, shall have at least a 15" culvert under them with a masonry headwall. All driveway and headwall plans and materials must be approved by Developer and the driveways and headwalls must be completed within sixty (60) days of occupancy. Headwalls shall be faced with materials approved by Developer.
- 2.05 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any lot owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property and lots to remedy or repair such destruction, alteration, modification or improvement without being quilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements on a lot or for some other reason,

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silt would run off of a lot onto any adjacent property or golf course easement, the owner of such a lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto such adjacent property.

- 2.07 Septic Drainage Systems: All property owners shall be responsible for installing septic tank and drainage fields for any dwelling that will comply with Jessamine County and State of Kentucky Health Department regulations. The owner(s) of each lot shall have the right to construct sewer lateral lines upon the portion of the Golf Course Easement that lies within each lot in such locations as approved by the Developer or its assignees, which approval shall not be unreasonably withheld, provided said lines do not interfere with the operation of the golf course. If maintenance is required of said lines, the owner(s) of each lot shall complete said maintenance in an expeditiously and good workmanlike manner so as not to unreasonably interfere with the operation of the golf course and to return the disturbed area back to its original condition.
- 2.08 Underground Utilities: Lot owners shall have the responsibility to preserve and protect underground utilities. Except as otherwise specifically provided herein, no utilities may be above ground, including but not limited to electric, telephone and cable T.V.
- 2.09 Landscaping: As construction on each lot is completed and at the cost of the lot owners, sod shall be placed from the edge of the paved street to the building line of the main structure and across the entire width of the lot, and six feet (6') around the side and back of the structure, with the exception of sidewalks and driveways. The remaining rear yard shall be graded and seeded or sodded.

As construction of the improvements is completed on each lot, each lot shall be landscaped with two (2) shade trees in the front yard at the cost of the owner of each lot.

All ground cover shall not exceed ten (10) inches in height at any time. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over ten (10) inches in height, the Developer shall have the right to clean, mow and maintain the said lot and charge the owner for its cost.

Landscaping shall be completed within sixty (60) days of occupancy or in the case of a non-occupied house within sixty (60) days from when the main electric hook-up is made. No tree shall be destroyed or removed from any lot unless approved by the Developer. For every tree that is removed the Developer may require the lot owner to plant two trees. There shall be no artificial surfaces on lawns such as gravel, astro turf, and the like. All lawns shall be

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There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, pink flamingoes, concrete animals, etc., without the prior written approval of the Developer.

2.10 Refuse Containers and Screening: At all times, even during construction, garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by edge of road for pick up, said containers shall be set out not sooner than the evening before pick up and shall be removed from road by evening of the day of pick up.

III. MAINTENANCE REQUIREMENTS

- 3.01 Maintenance of Roadway: The owner of each lot in the subdivision shall be responsible for and bear the maintenance cost of that portion of the road on which each lot fronts to the center of such road. Developer shall not be responsible for any such maintanance. It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County, Kentucky will assume the responsibility for such maintenance. Anyone cutting into or tunnelling under the street or road serving said lots must repair or restore the street or road affected to its original condition, all at such person's own risk and expense.
- 3.02 Maintenance of Lots and Buildings: No lot or building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. 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. The Developer reserves the right to keep all lots mowed, clean, and in good condition and collect its costs for labor and materials plus twenty-five percent (25%) from the owner of the lot.
- 3.03 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any lot nor shall odors be permitted to arise or be emitted therefrom so as to render any portion of the lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the lots or of the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the lots other than the lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any lot, except security devices used exclusively for security purposes which are activated only in

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emergency situations or for testing thereof. No exterior laundry or clothes lines are permitted. No holding tanks, gas or other tanks are permitted, except those completely underground and approved by the Developer.

GENERAL RESTRICTIONS IV.

4.01 Animals: No livestock shall be permitted on any lot.

No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purpose. No more than two dogs and two cats may be kept on any lot except when such dogs or cats in excess of such numbers are less than three months of age.

No kennels may be erected on any lot. No pets shall be allowed to run free in the subdivision. All pets must be kept on a leash and not be allowed to stray from the non-golf course easement area of any lot unless under direct control, so as not to create damage or be a nuisance to other property owners or to the golf course or players. Barking and howling dogs will not be allowed to remain in the subdivision if they become a nuisance to any owners or golfers.

- 4.02 Trucks/Recreational Vehicles: No owner is permitted to keep any commercial trucks, boats, recreational vehicles or the like on the street or where they may be viewed by his neighbors or seen from the street or golf course. No inoperable vehicle or commercial trucks, boats, recreational vehicles or the like shall be parked on any street in the subdivision for a period in excess of 24 hours. No machanic or repair work on any vehicles on any lot is permitted, except periodic minor maintenance work on vehicles while in carages.
- 4.03 Temporary or Permanent Mobile Homes: There shall not be erected, placed, altered, or permitted to remain on any lot in said subdivision any mobile home, trailer, tent, shack, barn, garage or outbuildings of any kind, temporary or permanent, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently, with the only exception being for golf course usage and related activities.
- 4.04 Fences: To maintain the open look and feel of the subdivision and to protect the views, there will be no fences of any kind anywhere on any lot within the subdivision except the existing 4board fence around the perimeter of the subdivision. Its regular and continued maintenance shall be the responsibility of the Developer. Provided, however, any lot owner may request permission from Developer to construct a wood, wrought iron fence or other Developer approved fence not more than 4 feet in height behind any house, no wider than the width of the house and not closer than 50 feet from golf course easement.

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- 4.05 Mailboxes and Street Numbers: In order to create a look of uniformity throughout the Development all U.S. mail boxes and newspaper boxes will be identical and of wood post and metal box construction, with metal numbers, approved by the Developer. Developer will furnish design plans or supplier list or may build for owner at owner's expense.
- 4.05 Antennas: One dish for reception of satellite television signals may be erected, used and maintained on each lot with appropriate screening or camouflage to shield it from view, subject to the prior written approval of the Developer. No antennas shall be allowed.
- 4.07 Signs: No signs whatsoever shall be erected or maintained on the property or any lots with the exception of those of Developer or as required for directions, operation or advertisement of the golf course. Should an owner put his property up for sale, one real estate sign may be permitted on the front of the property. However, no realty signs are permitted at the entrance to the subdivision. Said real estate signs must be approved by the Developer and may not exceed 2' x 2' in overall dimensions. All signs shall be professionally prepared.
- 4.08 <u>Business/Home Occupations</u>: Except for golf course operations, no trade or business shall be conducted on any lot at anytime. Provided, however, a lot owner may have a home office, provided no advertising of same is done on lot and provided that said home office does not create any business traffic whatsoever. No noxious or offensive activity shall be carried on upon any lot at any time, no shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 4.09 <u>Hobbies</u>: Hobbies or activities that tend to detract from the aesthetic character of the lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer. This paragraph covers, but is not limited to, such activities as automotive and boat repair and sport activities involving equipment placed on the lots.
- 4.10 Storage Tanks and Pools: No holding tanks of any sort will be permitted without written permission from Developer. Location of holding tanks must be on the site plan. Above ground swimming pools are not permitted.
- 4.11 <u>Firearms</u>: There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any lot or golf course easement, except by maintenance and security personnel in the performance of their duties.
- 4.12 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no

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event shall be nearer than 25' from any adjoining lot or golf course easement.

V. THE HIGH POINT GOLF COURSE

The golf course is a major attraction and integral part of The Highpoint Subdivision. It will be maintained and operated by an entity separate from the lot owners. Although the following items are under the direct control of the golf course management, these provisions have an affect on all lot owners and can be enforced, as other restrictions, by the Homeowners Association and the owner of the Golf Course Easement.

5.01 Easements: An easement (herein sometimes referred to as the "Golf Course Easement") is hereby reserved in favor of Developer, its successors and assigns, as described in the recorded plat of the Property for the purposes of constructing, maintaining, operating and repairing a golf course, electric poles and lines, all utilities, retention and drainage facilities, irrigation system, and all facilities related thereto, and the right is hereby reserved to enter upon said Property and all lots at any and all reasonable times for the purposes of installing, maintaining and repairing the same. This easement provision is perpetual and not subject to change without the prior written consent of the Developer or subsequent owner of the golf course easement.

Developer shall have the right to grade the Property as may be necessary for the construction and maintenance of a golf course, to install and maintain water lines, sewer lines, irrigation system, drainage ditches, ponds and wells, plant and maintain trees and shrubs, and erect and maintain shelters, restrooms, water fountains, maintenance buildings, clubhouse, pro shop, swimming pools, tennis courts and other improvements as may be necessary for the operation of a golf course and club.

The owner(s) of any lot(s) shall not place any tree, fence or any other structure or improvement on the Golf Course Easement without the prior written consent of the Developer or its assignees, and shall not in any way interfere with the operation and maintenance of the golf course thereon.

The owner(s) of any lot(s) shall not permit their guests or invitees to interfere with the operation of the golf course, nor shall owner(s) invitees or guests have any right or privilege to go upon said easement without the prior written consent of the Daveloper or its assignees, except as provided herein.

The Golf Course Easement shall perpetually remain in full force and effect and shall not terminate unless the golf course has ceased operation for ten (10) consecutive years, or unless Developer or its assignee earlier relinquishes the easement to all lot owners in writing, in which case each lot owner shall thereafter be

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responsible for all maintenance of the portion of the Golf Course Easement that lies within each owner's lot.

- 5.02 Interference with Play on Golf Course: Owners of all lots shall refrain at all times from any actions which would detract from the playing qualities of the golf course. During any golf tournament held at the golf course, owners of lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course. In the event of a tournament, the Developer hereby reserves the right for The Highpoint Golf Club management to redirect the flow of traffic throughout the subdivision by designating one-way streets, allowing parking in one lane or whatever other means deemed necessary to assure access for players, homeowners and spectators.
- 5.03 Lake Usage and Control: All ponds, streams and lakes lie within the golf course easement. Developer reserves the right for it or The Highpoint Golf Course owner or operator to withdraw water from the ponds, streams and lake, or otherwise draw down the water level of the ponds, streams and lakes, to a level below their normal pool level for irrigation purposes or whatever purpose deemed necessary.

Rules and regulations regarding fishing and water usage shall be set and administered by the owner of the golf course easement.

5.04 Cooperation with Homeowner's Association: The golf course easement owner shall appoint a representative to attend all meetings of the Homeowner's Association in order to assure cooperation and harmony of purpose between the two organizations for the benefit of the entire Development.

VI. HOMEOWNER'S ASSOCIATION

Highpoint Subdivision Homeowners Association, ("Association") shall be established by Developer subsequent to The this Declaration.

- 5.01 Membership: Every owner of a lot in the Subdivision shall be a member of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors. Developer and the owner of the golf course easement each can veto all actions of the Association.
- 6.02 Purpose of Association: The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good

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and general welfare of its members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the cost of operating street lights, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, and entrance to the development and other common areas excepting those of the golf course for purposes of its operation and maintenance.

6.03 Assessments: The initial assessment hereunder shall be no higher than \$100.00 per year per lot beginning January 1, 1992. Assessments are not applicable to the Developer nor the Highpoint Golf Course or the owner thereof. After December 31, 1992, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be made January 1 of each year and will be due and payable in advance on or before February 1 of that year. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the lot from the date of closing through December 31 of that year.

However, the assessment may be increased at the discretion of Developer to cover increased Association costs. The assessments shall be managed by the Developer until Developer elects to transfer management to the Association.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate 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. All assessments shall also be the personal obligation of the party who owned the lot as the assessments came due. The Association shall be entitled to recover its attorneys fees and costs incurred in collecting the assessments from any responsible parties and enforcing said lien, and said amounts shall be deemed a part of the assessment and shall also be secured by the lien. Any overdue assessments shall bear interest at the rate of 1-1/2% per month until paid in full.

6.04 Informal Action by Association or Board: Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed

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with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

6.05 Renting: An owner may rent or lease his property providing he or she submits to the Homsowner's Association a copy of the executed lease and proof that the tenant has been provided a copy of these restrictions. It is the responsibility of the owner to see that the tenant conforms to the rules and regulations of the Association and these restrictions.

VII. GENERAL PROVISIONS

- 7.01 Minimum Building Lot and Easements: No dwelling or other structure shall be erected or placed on any lot unless the placement of such dwelling shall conform in every respect to the building lines shown on the recorded plat. All dwellings shall be built as close to the street as the building setback requirement allows. No structure of any nature shall be erected within 25 feet of any side property line, or within 75 feet of any golf course easement, or in violation of any easement shown on the final plat of the subdivision, except with Developer's approval. All lots are subject to all easements shown on the Plat, as amended from time to time.
- 7.02 Resubdivision; Zone Change and Utilities Provision for Non Unit I Property: No lot in the subdivision may be subdivided into additional lots. The Subdivision consists of only 15 lots as shown on the final plat thereof. Notwithstanding anything contained herein to the contrary, Developer reserves the right to: (i) apply for and obtain a zone change to R-4, R-1 or other similar designation for any other non Unit I property owned by Developer, provided that no residential building lots thereon, if any, shall be less than one (1) acre buildable area; (ii) not install underground utilities for any non-Unit I lots, and (iii) use any non-Unit I Property for any and all lawful purposes, not subject to these restrictions.
- 7.03 Duration and Amendments: Unless canceled, altered or amended under the provision of this paragraph, these covenants and restrictions are applicable to and shall run with the land and all the lots in Unit I of Highpoint Subdivision and shall be binding on all parties and persons, their heirs, successors and assigns, claiming under them or owning any lot or lots for a period of fifty (50) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they are and shall be perpetually extended automatically for continuous successive periods of ten (10) years. Provided, however, these restrictions may be canceled, altered or amended at any time, with the exception of Section V relating to the operation of the golf course, by the affirmative action of both the owners of more than 75% of the lots subject to these restrictions and the owner of the Golf Course Easement. Except all changes in these restrictions must have the

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prior written approval of the Developer as long as Developer owns a lot in the Subdivision or any non-Unit I property that is made a part of the Subdivision pursuant to the following procedure. In the event other property owned by Developer and adjoining the Subdivision is made a part of the Highpoint Subdivision, these voting requirements shall include the owners of the lots in any non-Unit I property and all references to "lots" herein shall include all lots in any other such unit of the Subdivision upon unilateral declaration by Developer on the plat of said property.

Section V shall not be altered or amended without the written consent of the owner of the golf course easement. No amendment may remove, ravoke or modify any rights of the Developer or owner of the golf course easement without their written consent. Failure or delay of any owner or the owner of the golf course easement to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions.

- 7.04 Severability: Invalidation of any one of these covenants by a judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.
- Enforcement of these restrictions or any 7.05 Enforcement: additional obligations legally imposed by the Association shall be by a proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct violation or to recover damages or both. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for the Developer, any owner of any lot situated in the subdivision or the owner of the golf course easement to prosecute any proceedings at law or in equity against the owner or other person or entity violating any of such restrictions, and either to prevent them from doing so or to recover damages from such violation, or both, as the law shall allow. In the event any person or entity files an action to enforce these restrictions, the prevailing party in such action shall be entitled to recover all attorney fees and costs incurred as a result of pursuing or defending such action.
- 7.06 Notices: Any notice required to be sent to any member or owner under the provisions of these restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
- 7.07 Solicitations: There shall be no solicitation of any type within the residential area of the subdivision except as may be expressly authorized by the Developer.

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7.08 Entry Onto Property: In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted, the Developer or his authorized representative may upon giving 48 hours prior notice to any owner (except in cases of emergency, in which event no prior notice shall be require), enter any of the lots at any reasonable times for the purpose of inspecting such lot(s) to ascertain whether the lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purpose of taking such corrective measures as may be reasonably necessary. In case of an emergency, such right of entry shall be immediate, whether the owner or occupant of the lot is present at the time or not.

- 7.09 Mining: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of any lot, nor shall any oil, natural gas, petroleum, asphalt or other mineral, of any kind be produced or extracted therefrom. Further, no commercial mining or quarrying activities of any type or nature whatsoever shall be permitted on any such lot, and there shall be no drilling of any type or nature whatsoever upon any lot. No water towers are permitted on any lot.
- 7.10 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these restrictions, the Developer shall have the right to appoint an attorney to interpret and construe the meaning of the uncertainty, which interpretation shall be binding on all parties.
- 7.11 Paragraph Headings: The headings are intended for convenience only and are not intended to be a part of these restrictions in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.
- 7.12 Waiver of Notice: Whenever any notice whatever is required to be given under the provision(s) of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

The restrictions are hereby adopted for and imposed upon all lots in Unit I of Highpoint Subdivision as shown by plat of record in Plat Cabinet 5, Slide 154-A, Jessamine County Court Clerk's Office, effective January 1, 1992.

; 8-23-85 ;11:19AM ;

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HIGH POINT DEVELOPMENT COMPANY, INC.

Eugene West, President

STATE OF KENTUCKY COUNTY OF FAYETTE

Subscribed and acknowledged before me by Eugene West, President of High Point Development Company, Inc. on this the 21th day of March, 1992.

My Commission Expires: 9/11/92

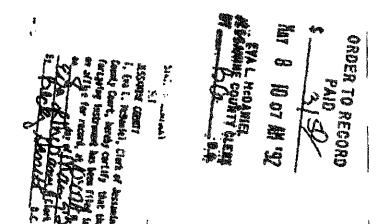
NOTARY PUBLIC MEMBER LINES

THIS INSTRUMENT PREPARED BY:

BTOLL, KEENON & PARK 1000 First Security Plaza Lexington, Kentucky 40507 (606)231-3000

BY: Dan M. Rose

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DECLARATION OF COVENANTS, 'CONDITIONS AND RESTRICTIONS

; 8-23-85 ;11:19AM ;

HIGHPOINT SUBDIVISION UNIT 2

WHEREAS, HIGH FOIRT DEVELOPMENT COMPANY, INC., (hereinafter called "Developer") having its principal office located at 687 Hill-N-Dale Road, Lexington, Kentucky 40503, is the owner and developer of the property known as Unit 2, of HighPoint Subdivision, as shown by plat of record in plat cabinet 3, slide 24 in the Jessamine County Clerk's Office, consisting of 12 residential building lots (the lots are herein referred to collectively as "Unit 2"); and

WHEREAS. Developer is the developer of the property known as Unit 1, of HighPoint Subdivision, as shown by plat of record in plat cabinet 5, Slide 154-A, as amended by plats of record in plat cabinet 5, slide 194-B and cabinet 7, slide 157-D, in the Jessamine County Clerk's Office, consisting of 15 lots (herein collectively "Unit 1"); and

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions For HighPoint Subdivision Unit 1, (the "Declaration") of record in Deed Book 287, Page 51, Developer reserved the right to make Unit 2 a part of the HighPoint Subdivision and the right to subject Unit 2 to the terms and conditions of the Declaration by declaring same;

NOW, THEREFORE, Developer does hereby declare that the property known as Unit 2 HighPoint Subdivision and all individual lots therein are hereby subjected to the terms and conditions of the Declaration, the terms of which are hereby incorporated herein by reference the same as if set forth in full herein, effective upon the date of recording of this declaration in the Jassamine County Clerk's office. The Declaration is hereby adopted for and imposed upon all lots in Unit 2 of HighPoint Subdivision. Developer further declares that Unit 2 and all lots therein shall hereafter be held, sold and conveyed subject to the Declaration.

HIGH POINT DEVELOPMENT

COMPANY, INC.

STATE OF KENTUCKY COUNTY OF FAYETTE

Subscribed and acknowledged before me by the teat 1. Mayers of High Point Development Company, Inc. on this the 28"

4/5/49 My Commission Expires:

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

STOLL, KRENON & PARK, LLP 201 Bast Main Street, Suite 1000 Lexington, Kentucky 40507 (606)231-3000

BY:_

Dan M. Rose

ORDER TO RECORD AD

2 02 PH 195

EVA L. MOANIEL JESSENINE COUNTY CLERK BY SERVEY __ D.C. _

STATE OF REMOVEX!

132 ASSUMINE COUNTY 7. Eve L. McDaniel, Clerk of Jessenine County Court, hereby certify that the foregoing lestrement has been filed in

my office for record, at 2 12 th first the for record, at 2 12 th first the for record, at 2 12 th first the for the forest the first the forest the first the forest the first the forest the first the first