

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

CHERRY HILL, Sec 4

Plat and Subdivision Book 3, Page 141
Bullitt County, Kentucky

026242

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHERRY HILL, Sec. 4 ("DECLARATION") is made, imposed and declared on this 20th day of August, 2007, by Leigh Brothers, Inc., 9701 Shady Acres Lane, Louisville, Kentucky 40299 ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Bullitt County, Kentucky, more particularly described below, which is part of a certain residential subdivision known as "Cherry Hill, Sec. 4" or "Subdivision"; and

WHEREAS, it is the desire and intention of Developer to develop the real property herein or hereafter made subject to this Declaration in accordance with the provisions of this Declaration and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision development and improvement for the benefit of such real property and for the benefit of Developer, its successors and assigns, and purchasers of portions of such real property in Cherry Hill, Sec. 4, and it is further intended that said rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all such real property should be owned, held, used, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration; and

WHEREAS, while it is the desire and intention of Developer to also construct the residences on the lots of the Subdivision, this Declaration contains provisions for the approval by the Developer or its assignee of certain construction in order to provide protection to future lot owners in the event that Developer sells any lots in the Subdivision without a residence located thereon or assigns its interest in the Subdivision and the development thereof; and

WHEREAS, pursuant to such general and common plan and scheme of subdivision development and improvement for the Subdivision, Developer desires to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration;

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NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Developer hereby declares that the real property ("Property"), more fully described below and made a part hereof, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration, all of which are declared and agreed to be in furtherance of a common plan and scheme for the Subdivision, and the development, sale and improvement of the Property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such Property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration shall run with the Property made subject hereto and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1.01 Existing Property. The Property which is subject to this Declaration is located in Bullitt County, Kentucky and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Section 1.02 Additions to Existing Property. Additional residential property and nature preserve areas may become subject to this Declaration, or may be annexed to the Property subject to this Declaration, developed in accordance with plans approved by the Bullitt County Planning Commission. All additions shall be made by the Developer or its assignee filing with the Office of the Clerk of Bullitt County, Kentucky, a Supplemental or Amended Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplemental Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

Section 1.03 Open Space Lots and Signature Entrance Walls. Any nature preserve or common areas and signature entrance walls shown on the plat of the Subdivision referenced hereinabove and thus covered by this Declaration shall inure to the benefit of the owners of the lots referenced hereinabove and covered by this Declaration as well as the owners of any new lots within the Subdivision which may become subjected to this Declaration or a similar set of covenants, conditions and restrictions, pursuant to the procedure set forth hereinabove. Nature preserve or common area lots and signature entrance walls allocable to the owners of lots in the Subdivision recorded at any time shall be enjoyed by the owners of all lots, irrespective of when those lots are recorded, each to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously. Such nature preserve or common area lots and signature entrance walls shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved provided, the lot owner's easements of ingress and egress and any public utility easements previously established shall not be affected. Anything to the contrary herein notwithstanding, Cherry Hill, Sec. 4., hereinafter described, and the owners of lots in the Subdivision shall be responsible for the maintenance of all nature

preserve or common area lots, and signature entrance walls in cooperation with the other sections of Cherry Hill subdivision, so long as the Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. Developer may dedicate utility service or drainage easements upon, through or under same at its sole discretion so long as there is in existence the Class B membership in accordance with Article VII, Section 7.02. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Association. The restriction contained in this Section 1.03 shall not be amended without approval from the Louisville and Jefferson County Planning Commission.

ARTICLE II -- RESTRICTIONS ON USE

Section 2.01 Single Family Use. Except as otherwise expressly provided in this Declaration, no building site shall be used except for private single-family residential purposes and except for "home occupations" as such term is strictly construed under the zoning district regulations for Bullitt County and except that new houses may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within four (4) years from completion of the house.

Section 2.02 Nuisances. No noxious or offensive trade or activity nor anything that may become a nuisance or annoyance to the neighborhood shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 2.03 Use of Other Structures and Vehicles.

(a) Unless approved by Developer in writing, no structure of a temporary character or otherwise including, without limitation, any outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary sheds or field offices used by a builder or Developer, which shall be approved in writing by Developer and removed when construction or development is completed, and no such structure shall at any time be used as a residence, temporarily or permanently. This restriction shall not affect structures existing on the date of this instrument.

(b) No bus, school bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any lot or on any street in the Subdivision except within a garage for any period in excess of seven (7) days in any 365-day period (any portion of a day constitutes a day).

(c) No vehicle, motorized or otherwise, including but not limited to, those set forth in subsection (b) above, shall be parked overnight on any street or right-of-way or common parking area of the Subdivision, and no such vehicle shall be parked at any time except on a street, in a designated parking space, on a legal driveway or in a garage. Certain parking areas to benefit the Patio Home Lots may be so marked and shall be used only by owners, guests or invitees of the Patio Home Lots. No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage, or any street in the Subdivision in excess of four (4) hours in any 24-hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" as defined as a vehicle meeting any one of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designed to carry business

equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

(d) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Association, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a lot except in a garage.

(e) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

Section 2.04 Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning, domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes.

All household pets, including dogs and cats, shall be kept on the owner's lot or leashed when not on such lot. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any lot (other than that lot of the owner or person in charge or control of such animal) or on any street, sidewalk or right-of-way of the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes the same in a sanitary manner.

Section 2.05 Clotheslines; Awnings; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters; Play Equipment.

(a) No outside clotheslines shall be erected or placed on any lot.

(b) No awnings or other similar exterior window coverings shall be installed on the front face of a residence without the prior written consent of the Developer or its assignee.

(c) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. The design, placement and materials of any fence shall be approved by Developer or its assignee prior to construction.

(d) No above-ground swimming pools, except a single, one-piece child's wading pool, which may be placed on the lot between Memorial Day and Labor Day only, shall be erected or placed on any lot. However, in-ground swimming pools, hot tubs and spas may be permitted if design and placement thereof are approved in writing, in advance of construction, by Developer or its assignee in that entity's or person's sole discretion.

(e) No antennae nor microwave nor other receiver and transmitter (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer or its assignee. All dishes installed shall be covered or disguised to not be obtrusive.

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(f) All exterior play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of the Developer or its assignee in its or its assignee's sole discretion, and all lot owners and residents of the Subdivision are advised to obtain the approval of Developer prior to the construction or placement of any such equipment on any lot.

Section 2.06 Signs. No signs for advertising or for any other purposes shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which signs shall not be greater in area than that permitted by the zoning district regulations of Bullitt County and except that Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by the applicable zoning district regulations.

Section 2.07 Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Such sanitary containers shall be kept out of view from the street or from neighbors except on the day of trash collection. If trash is placed on a lot, owner must remove same within thirty (30) days, or earlier if the rubbish, trash or garbage becomes a nuisance or annoyance to the neighborhood. This restriction shall not apply during the period of construction of a residence on the lot, provided such lot owner makes provision to retain all rubbish, trash and garbage on that particular lot.

If municipal trash collection is or becomes unavailable, then trash collection shall be at the direction and approval of Developer or its assignee, in which case there shall be only one sanitation company approved for collecting garbage from each lot. If a lot owner fails to pay the fees charged by the approved sanitation company, the Developer or its assignee may make such payment and assess the lot owner for such charge. The owner of that lot shall within five (5) days after receipt of such statement reimburse Developer or its assignee for such charge, together with allowable statutory interest. Developer or its assignee shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments. Such lien may be enforced by foreclosure.

Section 2.08 Drains. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewer system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 2.09 Yard Sales. No yard sales or garage sales of any kind shall be conducted on any lot without the prior written consent of the Developer or its assignee.

Section 2.10 Gardens. No gardens shall be placed on any lot except for one garden area no greater than 150 square feet on any Patio Home Lot and 300 square feet on any other Lot. All gardens shall be well maintained and shall be located in the rear yard.

ARTICLE III -- IMPROVEMENTS TO PROPERTY

Section 3.01 Lot Improvements. No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot unless the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations), the location of

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structures, fences, walls or other improvements, the type of exterior building materials, the type and surface material of any driveway and the initial landscaping shall have been approved in writing by Developer or its assignee. Developer or its assignee may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 3.02 Building Materials. The exterior building materials of all structures shall be either brick, stone, brick veneer, stone veneer, dryvit, wood, or vinyl or aluminum siding, or a combination of same, and shall extend to within six (6) inches of the finished landscape and sod elevation. The use of other building materials shall not be permitted unless approved in advance by Developer or its assignee.

Section 3.03 Roof Pitch. The primary roof pitch of any residential structure shall not be less than eight (8) inches vertical for every twelve (12) inches of horizontal. At Developer's or Developer's assignee's sole discretion, modern or contemporary structures may be approved with lower pitches.

Section 3.04 Setbacks. Except for Patio Homes to be constructed on the Patio Home Lots (defined in Article IX below), unless greater restrictions are imposed by the applicable zoning regulations, no structure shall be located on any lot nearer to the front lot line or the side street line than the front lot setback distance shown on the recorded plat; both side yards shall total ten (10) feet with a minimum of five (5) feet for one; and the minimum building setback lines shown shall be followed except that bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard areas not more than six (6) feet.

Section 3.05 Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of one thousand three hundred (1300) square feet.

(b) The total floor area of a one-and-a-half story house shall be one thousand six hundred (1600) square feet with at least one thousand two hundred (1,200) square feet on the first floor.

(c) The total floor area of a two story house shall be at least one thousand eight hundred (1800) square feet, with at least nine hundred (900) square feet on the first floor.

(d) Finished basement areas, garages and open porches are not included in computing floor area.

Section 3.06 Garages, Carports and Driveways. All lots shall have at least a two-car attached garage unless otherwise approved in writing by Developer or Developer's assignee. No detached garages are allowed unless otherwise approved in writing by Developer or Developer's assignee. Garages, as structures, are subject to prior plan approval. The locations and construction materials of driveways on the lots are subject to prior plan approval by Developer or Developer's assignee. All garage doors shall be 16' wide with a sunburst-pattern window or such other window pattern approved by Developer.

Section 3.07 Mail and Paper Boxes. No other mailbox or newspaper holder except those selected by Developer or Developer's assignee shall be placed on any lot.

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Section 3.08 Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each homeowner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered, the homeowner shall correct the problem at his expense or Developer may correct the problem and bill the homeowner for expenses to correct the problem.

Section 3.09 Landscaping, Sidewalks and Driveways.

(a) Grading and Sodding. Within thirty (30) days of final completion of the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. All finished grades must be in accordance with approved construction plans.

(b) Trees, Shrubs and Landscaping. Except for the Patio Home Lots, upon the construction of a residence, the lot owner shall cause to be planted two (2) shade variety trees, each with a minimum caliper of one (1) inch, when planted in the front yard in accordance Developer's comprehensive plan for the streets and parkways. In addition, each lot shall contain at least ten (10) shrubs, and each lot shall be landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. Weeds and other unsightly vegetation shall be kept under control by lot owners; if not kept under control, the Developer or its assignee shall have such authority as set forth in Section 4.02 hereof. On the Patio Home Lots, upon construction of the residence, the lot owner shall place one (1) shade tree and six (6) shrubs.

(c) Driveways. Each lot owner shall finish the driveway prior to occupancy. No lot owner shall use asphalt on a driveway for the purpose of maintaining or repairing said driveway.

(d) Sidewalks. Unless installed by the Developer, each lot owner shall, at its expense and within three (3) months after completion of a single-family dwelling on the lot, install a four-foot wide sidewalk along the length of all portions of the lot bordering a street, to the extent required by the approved plan for the Subdivision.

(e) Enforcement. Upon a lot owner's failure to comply with the provisions of this Section 3.09, Developer may take such action as necessary to enforce the compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereof to secure repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 3.10 Utilities.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Salt River Electric Cooperative Corporation ("SRECC") point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be born by the respective lot owner upon which said service line is located. Appropriate easements are hereby dedicated and reserved to each property

owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to SRECC termination points. Electric service lines, as installed, shall determine the exact location of said easements. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition, and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of SRECC and Wind Song Communications and their respective successors and assigns.

(b) Easements for transmission and distribution feeder lines, and equipment appropriate in connection therewith are reserved over, across and under all spaces outlined by dashed lines and designated for underground and overhead facilities. Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the property shown on this plat, SRECC is granted the right to make further extensions of its lines from all distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of this subdivision, shall include easements for the installation, operation and maintenance of cable television service to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission media.

ARTICLE IV--- OWNERS OBLIGATIONS

Section 4.01 Obligation to Construct or Reconvey. Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single-family dwelling approved according to Article III, upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed without interest of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

Section 4.02 Duty to Maintain Lot. Until the beginning of construction of a residence or three (3) years from the date of conveyance of a lot, whichever is sooner, it shall be the duty of Developer to keep the lots free from trash and otherwise neat and active in appearance. Each owner shall pay a yearly fee to Developer of \$100.00 to defer such maintenance costs. Developer or its assignee may take such action as it deems appropriate in order to make the lot neat and attractive, and the lot owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Developer or other performing party shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments. Such lien may be enforced by foreclosure.

Section 4.03 Duty to Repair and Rebuild. Each owner of a lot, shall, at its sole cost and expense, maintain and repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

ARTICLE V -- GENERAL PROVISIONS

Section 5.01 Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner, by the Association (as hereinafter defined), or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Enforcement of these restrictions may also be by fine, levied by the Board of Directors of the Association. Each lot owner, by accepting a deed for a lot within the subdivision, agrees to accept the judgment of the Board of Directors with regard to any fine levied for violation of these restrictions and further agrees to the same lien rights for nonpayment as set forth in Section 8.01 hereinbelow. Fines shall not be more than \$50 per violation per day, each day being considered a new violation, but such fines up to that amount are entirely within the discretion of the Board of Directors of the Association. Unpaid fines shall bear interest at the same rate as unpaid assessments and shall be collectible in the same method as unpaid assessments.

Section 5.02 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5.03 Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by a written instrument signed by the owners of the lots with ninety percent (90%) of the votes in the Association and recorded in the Bullitt County Clerk's office. No amendment shall be effective to release the Association from its responsibility to maintain walkways, open areas and medians, located in publicly dedicated rights-of-way or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

Section 5.04 Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws. So long as Developer owns any part of the real property described herein, the Articles shall not be amended without his written consent.

Section 5.05 Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Association shall be personally liable to the owners for any mistake

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or judgment for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 5.06 Developer's Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Developer and thereafter, or as applicable, Board of Directors of the Association shall be final and binding on each and all such owners.

Section 5.07 Compliance with Other Laws. Nothing herein shall limit application of any zoning, regulation or any ordinance and where such regulation or ordinance conflicts with this Declaration, the more restrictive shall prevail. No approval given by Developer shall be deemed a representation by Developer that the matter approved complies with any law, ordinance or regulation of any governmental entity having jurisdiction.

ARTICLE VI -- PROPERTY RIGHTS

Section 6.01 Owners' Easement of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to areas shown as common area or open space on a plat of any section of the Subdivision, or otherwise designated common areas by Developer. Developer releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the right of the Association to adopt rules for the common areas and to suspend the voting rights of any owner for any period during which any assessments against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

Section 6.02 Association's Right of Entry. The authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas and the areas described in Section 6.04 below, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore such lot to its former condition.

Section 6.03 No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the open space lots or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section

does not prohibit the Board of Directors of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 6.04 Association Easements. The Association shall have a right and easement, including without limitation the right of vehicular and pedestrian ingress and egress over, under and across the areas designated.

Section 6.05 Reservation of Side Yard Construction and Maintenance Easement. Each lot on which there is to be located a residential structure ("dominant lot") shall be entitled to, and shall benefit from, an easement of access on, over and through so much of the adjoining side yard of any lots adjoining said lot ("servient lot" or "lots" as the case may be) for the purpose of constructing and maintaining a residential structure. This easement of access shall be for construction and maintenance purposes only and shall be limited in duration to the time that it takes to construct and maintain the residential structure on said dominant lot. If any of the adjoining side yard or other property of a servient lot is damaged or disturbed by any person or entity engaged in construction or maintenance on the dominant lot entitled to the easement, then the owner of the dominant lot entitled to the easement shall be responsible for that damage and by acceptance of a deed of ownership of said dominant lot agrees to indemnify and hold harmless the owners of all adjoining servient lots to the extent that said adjoining servient lots are disturbed or damaged as a result of said dominant lot owner's use and enjoyment of the referenced easement.

ARTICLE VII -- HOMEOWNERS ASSOCIATION

Section 7.01 Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Cherry Hill Homeowners Association. ("Association"). Such owner and member shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 7.02 Classes of Membership. The Association shall have two classes of voting membership. Membership in the Association shall be as set forth in the Articles of Incorporation of the Association which shall be as follows:

(a) Class A. Class A members shall be all owners of lots within the Subdivision, with the exception of Developer.

(b) Class B. The Class B member in the Association shall include Developer. The Class B membership of Developer shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.

(c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of

- (i) When, in its discretion, the Developer member(s) so determine(s);
- (ii) Within 180 days following the date when 100 percent (100%) of the lots which may be developed in this Subdivision have been sold by the Developer; or
- (iii) January 1, 2020.

Section 7.03 Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency, authority or utility having jurisdiction thereof, the common areas, including, without limitation, any open spaces, walkways, entranceways, streets, medians (even where located in publicly dedicated rights-of-way), sidewalks, crosswalks, storm drains, basins, recreational facilities and landscaping located therein. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include, among other things, collection of garbage (if not collected by a municipality). All rights reserved by Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Section 7.02 above, and thereafter any reference to Developer shall be construed to mean the Association.

ARTICLE VIII – ASSESSMENTS

Section 8.01 Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, by acceptance of a deed for a lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (i) annual assessments or charges (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article VIII. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article VII, Section 7.02. Developer shall not be liable for any assessments on any lot if owns until such lot is either occupied as a single family residence or transferred to a party not affiliated with Developer . The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

Section 8.02 Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the open space lots and signature entrance walls, and streets, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes, if any, assessed

against the open space lots, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, the cost of snow removal, the cost of street lighting, and such other needs as may arise, and for the improvement and maintenance of the open space lots and streets.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article VII, Section 7.02, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 8.03 Annual Assessment.

(a) Until January 1, 2012, the initial annual assessment shall be set at rates not to exceed \$125.00 per year. From and after January 1, 2012, the maximum annual assessments may not be increased each year by more than ten percent (10%) of the maximum annual assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Boards of Directors of the Association may fix each annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 8.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon common areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Association, in accordance with the Bylaws.

Section 8.05 Uniform Rates of Assessment. Both annual and special assessments shall be fixed at uniform rates for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Section 8.01 of this Article. The Board of Directors of the Association may, at its discretion, waive an assessment for any year or part of a year for any lot not occupied as a residence.

Section 8.06 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, said annual assessment to be prorated for the number of months remaining in the year of closing. The Boards of Directors of the Association shall determine the dates when assessments are due.

Section 8.07 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge of ten (10) percent of the amount due for each month a payment is late or as otherwise determined by the Board of Directors of the Association. The Association may bring an action at law against the owner personally obligated to pay an assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of

such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of common areas or abandonment of such owner's lot.

Section 8.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first or second mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

ARTICLE IX Patio Homes

Section 9.01 Patio Homes Certain Lots (Lots #118-134, 137, 138, 153, 154 and 155) will contain attached homes ("Patio Homes") and shall be referred to as Patio Home Lots. All Patio Homes and Patio Home Lots shall be subject to the provisions of this Article and Articles X and XI in addition to the other provisions of this Declaration (except Section 3.05 concerning minimum square footages). Non-Patio Home Lots shall not be subject to the provisions of this Article or Article X or XI.

Section 9.02 Cherry Hill Patio Home Association. Developer shall, simultaneously with the recording of this Declaration, create the Cherry Hill Patio Home Association ("CHPHA"), which shall be responsible for certain maintenance obligations on the Patio Home Lots and the Patio Homes. The CHPHA shall provide exterior maintenance to each Patio Home, including the painting of all exterior building surfaces, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, including the exterior of doors and windows, and the repair, replacement and care of grass, shrubs, trees, and other landscaping, including irrigation (not including gardens) located on the Patio Home Lots. Such exterior maintenance shall not include the cleaning of windows and the inside area of private patios. In the event the need for maintenance or repair of a Patio Home Lot or Patio Home, or the improvements thereon is caused through the willful or negligent act of the family, guests or invitees of the Patio Home Lot owner, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Patio Home Lot is subject. The CHPHA, its employees, agents or designees are hereby granted in perpetuity a blanket easement in gross over and upon all Patio Home Lots in the Subdivision, except for the interior of any Patio Home, for the purpose of all exterior property and grounds maintenance. Developer shall have the right to employ a manager to oversee and implement the CHPHA's maintenance obligations, and any such management fees incurred thereby shall be paid by the CHPHA. The CHPHA shall also perform the other duties prescribed by this instrument or the CHPHA's rules and regulations, which duties may include the collection of garbage, to the extent same is not performed by some agency of government.

Section 9.03 Assessments, Personal Obligation of Assessments. Each Owner of any Patio Home Lot, except Developer, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (in addition to the assessments levied by the Cherry Hill Homeowners Association) to the CHPHA: (1) the annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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Section 9.04 Creation of the Lien. The annual and special assessments, together with interests costs and reasonable attorney's fees, and any fines that either association may impose, shall be a charge on the Patio Home Lots and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be also the personal obligation of the person who was the Owner of such Patio Home Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in writing, but such delinquent accounts shall remain a lien upon the Patio Home Lot subject to foreclosure.

Section 9.05 Purpose of Assessments. The assessments levied by CHPHA on a Patio Home Lot shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the preservation of the Patio Home Lots (Lots #'s 118-134, 137, 138, 153, 154 and 155) and Patio Homes and, for the improvement, maintenance, protection and insurance of any Open Space Areas shown on the plat of the subdivision (Lot #'s 117, 136 and 156) located near the Patio Home Lots.

Section 9.06 Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall be payable monthly and shall commence as to each Owner of a Patio Home Lot, except Developer and the applicable associations, located within the Subdivision, on the day of the initial conveyance of the Patio Home Lot to the Owner. The first assessment shall be adjusted according to the number of days remaining in the month. At closing, the assessment shall be collected for the month in which the closing occurs and for the immediately following month. The board of directors of each association shall fix the amount of the annual assessments to be paid by each member against each Lot at least thirty (30) days in advance of each annual assessment period. The initial assessments for 2008 shall be ninety-five dollars (\$95.00) per month, subject to the right of the Board of Directors of CHPHA to change the assessment in accordance with the CHPHA bylaws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors of each association. The CHPHA shall, upon demand, and for a reasonable charge, be obligated to furnish a certificate signed by an officer of said association setting forth whether the assessment on a specified Patio Home Lot has been paid. A properly executed certificate of the association as to the status of assessment on a Patio Home Lot is binding upon the association on the date of its issuance.

Section 9.07 Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Patio Home Lots, except those owned by Developer and the associations. Either association's governing body may, at its discretion, waive the applicable assessment for any year or part of a year for any Patio Home Lot not occupied as a residence.

Section 9.08 Special Assessments by CHPHA for Capital Improvements. In addition to the annual assessments authorized above, the CHPHA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Patio Home Lot, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting either in person or by proxy at a meeting duly called for such purpose.

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Section 9.09 Notice and Quorum for any Action Authorized under Sections 9.07 and 9.08. Upon a member's entitlement to exercise a vote pursuant to this Declaration, written notice of any meeting called for the purpose of taking any action authorized under Sections 9.07 or 9.08 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of such members or of proxies entitled to cast two-thirds of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9.10 Effect of Nonpayment of Assessments: Remedies of the CHPHA. Any assessment not paid within ten (10) days after the due date shall become delinquent. If an assessment is not paid within ten (10) days after the due date, the assessment shall bear a late charge of two percent (2%) per month. The applicable association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Patio Home Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any Common Area or abandonment of his Patio Home Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Patio Home Lot subject to foreclosure.

Section 9.11 Subordination of the Lien to Mortgages. The lien of the assessments and fines provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Patio Home Lot shall not affect the assessment lien. However, the sale or transfer of any Patio Home Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Patio Home Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE X

Party Walls

Section 10.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Patio Homes and placed on the dividing line between the Patio Home Lots and Patio Homes thereon shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law of the Commonwealth of Kentucky regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 10.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Owners who make use of an interior party wall shall not be entitled to change or alter in any way said party wall. Owners who make use of an exterior party wall shall be entitled to change or alter said party wall only to the extent that all of said Owners who make use of said party wall shall agree and as agreed to by the Association.

Section 10.3. Destruction by Fire or other Casualty or for Utility Repair. If a party wall is destroyed or damaged by fire or other casualty, the Owner or Owners responsible for the casualty

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shall be responsible for the repair and cost of repair of same. If one Owner is responsible for same but assumes no responsibility, the other Owner may repair same and recover the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owner to call for a larger contribution from the other Owner under any rule or law regarding liability for negligent or willful acts or omissions. An Owner shall have a right at reasonable times upon prior notice to enter upon the premises of the other Owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other Owner the amount of any damages negligently caused by such repairing or restoring.

Section 10.4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 10.5. Right to Contribute Runs with Land. The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 10.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall be obligated to arbitrate the dispute under the applicable rules of the American Arbitration Association. Unless the parties can agree upon one arbitrator as the rules of the American Arbitration Association otherwise require, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators shall be by a majority of all the arbitrators and shall be binding on the parties to the dispute.

ARTICLE XI Insurance; Damage

Section 11.1. Insurance Required. Each Owner shall insure all improvements, existing or hereafter placed upon its Patio Home Lot, against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts as the CHPHA shall from time to time require. Such insurance shall be made payable to the Owner, or his nominee (which may be any mortgage holder) and to the CHPHA jointly, and copies of such policies issued pursuant to this provision shall be delivered by the owner to the CHPHA at the time of the closing of the sale of any Patio Home Lot. Owner shall, at least fifteen (15) days before the expiration of any policy for any insurance hereinabove required, deliver to the CHPHA evidence of a property renewal policy.

Section 11.2. Obligation to Reconstruct or Repair. If all or any portion of a Patio Home is damaged or destroyed by fire, or other casualty, then Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Patio Home in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration and shall be treated as an addition, alteration, or improvement under this Article, shall commence within 30 days of any such casualty and shall be completed within 180 days of such casualty. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any Patio Home Lot shall be disbursed only to cover the expense of repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Owner or his nominee.

WITNESS the signature of Developer by its duly authorized representative as of the day, month, and year first above written.

Leigh Brothers, Inc.

By: Chris Leigh

Title: Pres.

Date: 8-20-07

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF BULLITT)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Christopher P Leigh Pres. of Leigh Brothers their free and voluntary act and deed this 20th day of August 2007.

My Commission expires: 3-25-2008

Beverly K Bowley
Notary Public
State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Phillip Leigh

BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

CLIENT\Phillip Leigh\Cherry Hill\ CCRs
JTR Rev. 8/17/2007 11:56 AM

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EXHIBIT A

LEGAL DESCRIPTION

Slide Being Lots 112-134 and 136 -156 on subdivision plat prepared by Walter Reeves dated 2-07, of record in Plat and Subdivision Book Cabinet 3, Page 141 in the office of the Clerk of Bullitt County, Kentucky.

Being a portion of the property conveyed to Developer by deed dated March 3, 2007 of record in Deed Book 0687, Page 0339 in the Office of the Clerk of Bullitt County, Kentucky

FEE PD. ST. 400 CLK 6100
DEED TAX AND RECORDATION
2007 AUG 20 PM 2:32
KEVIN MOOREY
BULLITT COUNTY CLERK
BY P. P. Bowles D.C.

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