

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

This Declaration of Covenants and Restrictions (hereinafter referred to as "Declaration") is made on the 9th day of September, 2010, by OAKBROOKE PROPERTIES, LLC, and a Kentucky Limited Liability Company, hereinafter referred to as "Developer".

RECITALS

- A. Developer owns certain real property in Bullitt County, Kentucky, known as Eastbrooke Pointe, Section II, a plat of which is recorded in Plat Cabinet 3, Slide 185 & Eastbrooke Pointe Section 3, a plat of which is recorded in Plat Cabinet 3, Slide 244 in the office of the Bullitt County Court Clerk.
- B. Developer, its agents, successors and assigns intend to develop the Property in several parcels (tracks/lots), as more particularly described below for multiple uses, including retail, office and other commercial uses pursuant to this Declaration. For the purpose of this declaration, all parcels, tracts and lots shall be referred to as "lots".
- C. Developer desires to ensure that the Development and use of each lot be achieved in accordance with high standards in order to enhance the appearance of the entire Development and the value of each lot.
- D. Developer desires to establish and to impose upon the Property, and upon each and every portion thereof, and upon the use, occupancy and enjoyment thereof, the covenants, conditions, restrictions and easements established herein for the purpose of enhancing and protecting the value and desirability of the Property, all for the general welfare and common benefit of the present and future purchasers, owners, mortgagees, lessees and grantees of the Property, their respective successors and assigns.
- E. Developer further desires to grant, declare and establish certain easements, reciprocal rights and benefits for and to impose certain duties and obligations upon, the present and future purchasers, owners, mortgagees, lessees and grantees of the Property, and upon all persons acquiring any interest therein.
- F. Developer may establish a not-for-profit corporation or Lot Owners Association for the purpose of maintaining and administering the duties and responsibilities as assigned by the Developer. This association may include more than one section.

NOW, THEREFORE, Developer, its successors and assigns, declares that the Development may hereafter be held, leased, sold and conveyed subject to the following restrictions, covenants, easements and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These covenants, restrictions, regulations and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part

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thereof, and shall inure to the benefit of each owner thereof. The foregoing recitals are specifically incorporated into and made a part of this Declaration.

Article and Section Captions. The article and section captions as to contents of particular paragraphs herein are inserted only for convenience, and shall not be construed as a limitation on the scope of the particular paragraphs to which they refer. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

RESTRICTIONS

The DECLARANT (Owner/Developer), intending to establish a general plan for the use, occupancy and enjoyment of said subdivision, hereby declares that for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions. Declarant has previously recorded restrictions affecting certain lots in the development, recorded in Deed Book 740, Page 475 in the office of the Bullitt County Court Clerk.

ARTICLE I – THE DEVELOPMENT

Section 1.1. Designation of Lots. The property is developed in a number of lots. The legal description and a numerical designation of each lot in Section II is set forth in Plat Cabinet 3, Slide 185, and Section 3 in Plat Cabinet 3, Slide 244, in the Office of the Bullitt County Court Clerk. If any Lot is subdivided, minor platted or altered, after the date of this Declaration, such subdivided parcels shall each be deemed a “Lot” for the purpose of this Declaration.

ARTICLE II – EASEMENTS

Section 2.1. The Declarant hereby establishes a perpetual non-exclusive easement over the Common Area of each Lot therein to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Lot, including telephone, electricity, water, natural gas and storm and sanitary sewers, provided that same are constructed underground. Any disruption or demolition of the easement by reason of the use of this easement shall be kept to a minimum and such area forthwith shall be restored by the Lot Owner disrupting the easement, at its expense, to the easements original condition.

Section 2.2. Nothing herein shall create a gift or dedication of any portion of the Development to the general public. Notwithstanding any other provision hereof to the contrary, each Owner periodically may restrict ingress and egress on its Lot in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress or egress shall be limited to the minimum legal time period necessary to prevent the creation of a prescriptive easement from arising by continued public use of same, and shall occur at such times as to have minimum effect on the construction or operation of the Development.

ARTICLE III – ARCHITECTURAL CONTROL

Section 3.1. Architectural Review.

(a) No structure or other improvement shall be constructed or erected or placed or maintained or altered on any Lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the Lot, (ii) the grade elevation (including rear, front, and side elevations), (iii) height of the structure and number of square feet contained in it, (iv) the type and color of exterior material (including delivery of a sample thereof), (v) the location and size of and the material constituting the parking lot and any private streets or driveways, and (vi) the size, type and location of any signs requiring Developer's approval pursuant to this Declaration under Section 3.2 II, including, without limitation, tenant signs, financing signs, and construction signs, shall have been approved in writing by the Developer. Front and side exteriors of all buildings shall be decorative masonry units, brick, drivet, stucco, or a combination may be approved with review and written approval by the Developer. The rear of the exterior may be decorative masonry units, brick, drivet, stucco, painted smooth wall masonry units or other innovative products approved in writing by the Developer.

(b) In addition to the plans referred to in the previous subparagraph, no structure or landscaping may be erected, placed or altered on any Lot until a landscape plan shall have been approved in writing by the Developer, which plan shall show at a minimum the location, type and number of trees, shrubs, flowers and other plantings.

(c) After any structure has been erected and the initial landscaping material has been installed, no alterations or additions that affect the external appearance of the structure or landscaping shall be undertaken until the plans have been approved in writing by the Developer. Notwithstanding the foregoing, replacements of dead, unsightly or dying landscape material may be made without the approval of the Developer provided the replacements are of a kind and quality equal to the material being replaced.

(d) References to "structure" in this Section shall include any building, fence, wall, sign, trash enclosure, antenna and microwave and other receivers and transmitters (including those currently called "satellite dishes") and any other structure that affects the appearance of the development on a Lot.

(e) Notwithstanding anything to the contrary in this Declaration, no approval of Developer shall be needed for the removal of any structure on any Lot provided that the area upon which the structure was located is left in a safe, clean and sightly condition and shall be maintained as if all improvements existed. Any removal of structures shall be completed within 60 days and shall comply with the Zoning Regulations and with all other laws, regulations and ordinances of the Commonwealth of Kentucky or any subdivision or agency thereof.

(f) In the event of any damage or destruction to any structure on any Lot, the owner of such Lot shall promptly either (i) repair the structure within 60 days, or (ii) replace or

demolish and remove the damaged or unusable structure within 180 days and fill, grade, pave or landscape the area from which the structure was removed in a safe, clean and sightly manner.

(g) For lots or portions of lots in sections II & 3, please refer to Restrictions Agreement recorded in Deed Book 740, Page 475 in the office of the Bullitt County Court Clerk.

Section 3.2. Site Improvements

- I. Drainage. No construction or improvement on said lot shall commence until Purchaser/Owner has constructed proper and required silt and run off controls. Purchaser/Owner must comply with the Clean Water Act which follows the EPA, Federal, State, County and City requirements. Each lot must remain in compliance. Purchaser/Owner shall submit a letter from the City of Mt. Washington or City Engineer/Utility Supervisor, that proper drainage and silt control has been approved. Each lot owner shall remain in compliance.

- II. Signs
 - a. Approval. No sign shall be constructed without prior written approval of the Developer. All signs shall comply with the Zoning Regulations and with all other laws, regulations and ordinances of the Commonwealth of Kentucky or any subdivision or agency thereof. For lot 42, please refer to Restrictions Agreement recorded in Deed Book 740 Page 475 in the office of the Bullitt County Court Clerk. These sign restrictions may vary from the County or City Regulations.
 1. No signs or other advertising devices shall be installed or permitted on any Lot except to the extent specifically permitted in this Declaration.
 2. No painted lettering, symbols or identification of any nature shall utilized.
 3. No flashing, blinking, audible, non-attached or portable signs shall be permitted. A scrolling LED Reader Board with graphics, permanently attached, is permitted.
 4. No exposed wiring, conduits, tubing, lamps, ballast boxes or raceways shall be permitted.
 5. All cabinets, conductors, transformers, ballasts, attachment devices, and other equipment shall be concealed.

 - b. Building Mounted Sign(s).
 1. No building mounted sign or any portion thereof shall project above the parapet wall or top of the exterior wall or building façade upon which it is mounted.
 2. No rooftop signs of any type shall be permitted.
 3. No signs perpendicular to the face of the building or façade shall be permitted.
 4. (a). **Single User or Freestanding Building**- the combined length of any building mounted sign(s) shall not exceed the lesser of 60%

of the length of the wall or façade upon which the sign(s) is mounted or 30 feet; nor shall the combined height of any façade, or any sign(s) mounted thereon, exceed 72 inches. A single user or freestanding building is defined as one owner (one business only), one utility meter, and one water meter.

(b). **Multi User or Shopping Center**- the combined length of any building mounted sign(s) shall not exceed 70% of the length of the wall or façade upon which the sign(s) is mounted; nor shall the combined wall or façade mounted sign(s) exceed 72 inches in height. The restriction shall apply to a maximum of two walls or facades(front and side of building or front and rear of building). Any signage placed on the rear of the building shall be reduced to a combined maximum of 50% of the specifications listed above. Each store front, separation of tenants, condos, or separate ownership shall constitute a new area of signage.

5. The letters on all signs shall be script or individual block type. All signs of any style, shape, or size shall be submitted to the Developer for approval prior to construction of said signage. The signs(s) submitted for approval shall include plans and specifications.

c. Freestanding Sign(s).

1. No freestanding sign or sign not attached to a building may be installed on any parcel other than: (i) one permanently affixed, freestanding or monument type sign identifying the business and business products or name of the occupant of the building, (ii) directional signs, and (iii) a menu-board and/or speaker post in connection with a drive-thru facility. A site plan showing sign locations is required for approval.
2. The maximum height of any pole structure shall not exceed twenty-five (25) feet and the maximum height of the sign panel shall not exceed twelve (12) feet and maximum width shall not exceed 12 feet or exceed any total of 120 square feet. Upon written request to Developer additional square footage may be considered for a shopping center (strip or enclosed) where tenants are listed.
3. The maximum height of any monument sign shall not exceed eight (8) feet in height and maximum width of ten (10) feet. The maximum height above the curb (closest to the sign) shall not exceed 10 feet 6 inches. Upon written request to Developer additional square footage may be considered for a shopping center (strip or enclosed) where tenants are listed.
4. The maximum thickness of the structure shall not exceed twenty-four (24) inches.

- d. Development Sign. Notwithstanding anything contained in this Section 3.2, the Developer shall be permitted to erect development signage near the intersection of Kentucky Highway 31E and Eastbrooke Parkway in excess of the limitations stated herein for the purpose of identifying the Development. Such signage shall only identify the name of the Development and/or the names or trade names of the Occupants of the Development. The Developer, Association, or assignee of the developer shall be responsible for maintaining the structural portion (including interior or exterior illumination) of the developer's portion of any such signage in a safe and business like manner. Any Lot Owner having a fascia or other identification on such signage shall be responsible for maintaining such fascia or identification (including lighting) in a safe and business like manner. Any Lot Owner desiring to exercise its right of access to such signage under this paragraph shall notify Developer at least three (3) days in advance that it will be accessing the signage for repair, or, in case of emergency, as soon as circumstances permit. A fee may be charged prorata per user. The portion attributed to the development shall be billed and collected per paragraph 3.6. The signage shall be located, per the easement as shown on the plat of lot 42 with Owner or Assigns agreeing and allowing access on and over said lot 42, to and from development signage easement. The usage of this access shall not interfere in the day to day use of the lot.
- e. Banners. No banners shall be attached to or displayed on any building, or otherwise displayed in any manner on any Lot, without prior written approval of the Developer. If approved by Developer the maximum time a banner shall be attached or displayed is sixty (60) days. After the expiration of said sixty (60) days any such banner shall be removed. Notice of any use of a banner shall be given to developer or assign at least 5 days before use.
- III. Buffer Strip. A landscaped buffer strip at least five (5) feet wide shall be maintained around the perimeter of each Lot; except that the buffer strip may be reduced to three (3) feet wide in those areas where the Lot is adjacent to another Lot (joint buffer strip total of 6 feet) and no above-ground improvements shall be erected thereon, except that sidewalks, directional parking signs and accent lighting fixtures may be installed upon, with written approval of the Developer. A Lot Owner may use a portion of the right-of-way adjacent to its Lot to meet the five (5) foot buffer strip requirement if necessary and upon written approval of the Developer. Any lot with Hwy 31 E road frontage may reduce the perimeter buffer strip to three (3) feet wide.
- IV. Curbs. Concrete curbs shall be constructed on or adjacent to each Lot in each of the following locations:
- a. around the entire perimeter of the Lot at the edge of the pavement to separate the paved area from the adjacent landscaped buffer;
 - b. on both sides of the landscaped buffer in those areas where the buffer separates the Lot from the Development peripheral cruising lane and/or adjacent public roadways;

- c. at all vehicular entrances to the Lot from the peripheral cruising lane of the Development, adjacent public roadways, and contiguous Lots. All such curbs shall be a minimum depth of 12 inches poured-in-place concrete type curbs: no bumper blocks, pre-cast, extruded or asphalt curbs shall be permitted for this purpose.
- V. Sidewalks. A sidewalk shall be constructed along the street side of every Lot. The sidewalk location shall be as designated by Developer and shall be a minimum of 48 inches in width and submitted with the site plan.
- VI. Buffer & Island Landscaping. All buffer strips and other undeveloped land areas shall be landscaped with trees, shrubs, or suitable ground cover in a uniform manner consistent with the Development landscaping. All parking areas shall have internal landscaping which shall account for at least 5% of the parking area, including the buffer strips. All internal landscaping shall be protected from vehicular encroachment by concrete curbing.

Section 3.3. Standard of Review. Approval of structures, signs and landscaping shall be based, among other things, on adequacy of site dimensions, harmony of external design with neighboring structures, improvements, proposed use, relation of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevations with respect to nearby streets; and conformity of the plans and specifications to the purpose and general planning scheme of the Declaration. The Developer may not arbitrarily or unreasonably withhold its approval of structure or landscape plans. By approving any plans and specifications, the Developer makes no representation that the plans and specifications comply with any law, ordinance or regulation of any governmental agency having jurisdiction over the Development.

Section 3.4. Procedure.

- a. Complete plans and specifications in accordance with Sections 3.1 and 3.2 above shall be submitted to the Developer in triplicate.
- b. The Developer shall have a period of 30 days in which to review the plans and specifications. If not disapproved within that period, the plans and specifications shall be deemed approved. The Developer shall provide an explanation for any disapproval. Following approval of the plans and specifications, the Developer shall return two sets marked "Approved" to the Lot owner and shall retain one set on file at the office of the Developer. Site and building construction shall commence within twelve (12) months of approval. Notwithstanding anything in the foregoing to the contrary, if plans have been previously approved showing items on a Lot which will not change in connection with proposed alterations or replacements, plans and specifications showing such items need not be resubmitted.

Section 3.5. Duties of Owners or Tenants. Each Lot owner or tenant shall at all times properly maintain all structures and improvements, landscaping, parking areas and the grounds

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of its Lot in a safe, clean, sightly and wholesome condition, to include maintaining each Lot in a good order and condition, free of any accumulation of trash or debris, and in good repair, and shall comply in all respects with all governmental, health and fire requirements and regulations. If necessary to prevent loitering on its Lot, each Lot Owner shall post a "No Loitering" sign.

Section 3.6. Maintenance Developer and Lot Owners. Developer shall maintain, repair, replace and renew the Common Areas and islands on Eastbrooke Parkway (including Development Sign) not otherwise delegated by this Declaration, or cause the same to be maintained, repaired, replaced or renewed in a clean, sightly and safe condition. Each Lot Owner shall pay its proportionate share of the costs of maintenance. A management fee of fifteen (15) percent shall be assessed against the total fee. Each Lot Owner's proportionate share of the maintenance costs shall be calculated by the area of the Property owned by the Lot Owner divided by the total acreage of all lots within Section II & 3. The said acreage being 37 +/- acres as shown on the plat of Eastbrooke Pointe, Section II, of record in Plat Cabinet 3, Slide 185 and Eastbrooke Pointe, Section 3, of record in Plat Cabinet 3, Slide 244 in the Office of the Bullitt County Court Clerk. The acreage shall be adjusted to include all future acres (sections) that have access to and over Eastbrooke Parkway.

Section 3.7. Liability of Common Area. Developer or assigns shall carry a liability policy of \$1,000,000 to cover all common areas of Eastbrooke Section II & 3, Oakbrooke Properties, LLC, its Directors and officers, and cost thereof shall be paid as provided per Section 3.6.

ARTICLE IV – GENERAL PROVISIONS

Section 4.1. Enforcement. Enforcement of these restrictions shall be by a proceeding at law or in equity, brought by any Lot owner and/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. Any such action shall be brought in the Bullitt Circuit Court, Shepherdsville, Kentucky. Failure of any Lot Owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of that violation, or any subsequent violation of the provisions of this Declaration irrespective of the number of violations or breaches which may occur. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration or any part thereof. This Declaration shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Kentucky including, without limitation, matters affecting title to all real property described herein.

Section 4.2. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4.3. Restrictions Run with the Land. These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of 30 years

from the date this Declaration is recorded, except to the extent cancelled, altered or amended in a recorded document executed by all of the owners of Lots in the Development. The covenants and restrictions shall be extended automatically for successive periods of ten years, unless an instrument signed by 100% of the Lot Owners in the Development has been recorded agreeing not to extend. Notwithstanding anything to the contrary in this Declaration, the easements and licenses in this Declaration shall be perpetual. Also notwithstanding anything to the contrary in this Declaration, no changes shall be made to any streets or easements unless required by law, without the prior written approval of the owners of all Lots in the Development.

Section 4.4. Use Restrictions. Lots or portions of lots within Sections II & 3 have additional use restrictions, as recorded in Deed Book 740 Page 475 in the office of the Bullitt County Court Clerk. All Lots within Sections II & 3 shall only be used for business or commercial as defined by Bullitt County Planning and Zoning requirements of B-1, B-2 or IL, (as currently defined) and not withstanding the foregoing, the Lots shall NOT be used in any of the following ways:

- a. A use which shall produce any obnoxious odor or noise or sound which is a source of annoyance or which unreasonably interferes with the quiet and peaceful possession or use of the Property by the Owners and Occupants or which is in violation of this Declaration and constitutes a public or private nuisance, or the use of outdoor speakers, except that normal restaurant cooking odors and operation of exterior menu boards and speaker posts in accordance with the provision of this Declaration in connection with a restaurant shall be permitted;
- b. For manufacturing (except certain businesses classified in IL for indoor assembly in connection with wholesale and retail sales) distilling, refining, smelting, agricultural mining operation or other industrial use;
- c. As a junkyard, parts yard, animal housing, or animal breeding establishment (except for a pet shop);
- d. For dumping, disposing, incineration or reduction of garbage, sewage or refuse (exclusive of garbage compactors or dumpsters located in the rear of any building); Dumpsters and garbage compactors shall be enclosed by a vinyl fence or masonry fence or slatted chain link fence. There shall be no wooden fences used to enclose dumpsters or garbage compactors;
- e. For any auction sale, fire sale, bankruptcy sale (unless pursuant to a court order), going out of business sale or auction house operation;
- f. No Owner or Occupant shall permanently or temporarily park or store in the Common Areas, or in any other portion of the Property, any boat, airplane, helicopter, house trailer, horse trailer, camper or recreational vehicle. Parking in parking areas shall be limited to conventional passenger automobiles, vans, trucks, motorcycles, bicycles or other vehicles reasonably required for the transportation of Owners and Occupants of the Property and their employees, agents and invitees and the operation of such Owner's and Occupant's business. Nothing contained herein shall prohibit Developer from temporarily parking or storing any of its construction vehicles on the property. During the

construction period, a contractor, provided it obtains the consent of the Owner, may park or store a construction vehicle on a portion of the owner's property.

- g. As a morgue or crematorium ;
- h. As any business which, as a component thereof, exhibits or features pornographic movies or so-called "adult entertainment" and/or Adult Book Store;
- i. To use or permit the area outside of any building for the conduct of any business, occupation, undertaking or storage without the Developer's prior written approval, which may be withheld in Developer's sole discretion;
- j. No Owner or Occupant shall cause or allow any draining, dumping or other discharge of any noxious, toxic or hazardous waste products or other materials in violation of applicable law upon any portion of the Property. Any violations of this provision shall be immediately corrected and/or removed by, and at the sole expense of, the Owner or Occupant responsible for the same. Such noxious, toxic or hazardous waste products include, but are not limited to, any substance, pollutant, contaminant, waste, by-product, or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act. (42 USC Sec. 9601 et seq.);
- k. To use any portion thereof for any unlawful purpose. All laws, ordinances and regulations of all governmental and quasi-governmental agencies or authorities shall be observed, and violations of said requirements shall be immediately corrected and/or removed by, and the sole expense of, the Owner responsible for the same.

Section 4.5. Lot Owner Breach. Each Lot Owner shall indemnify and save harmless the Developer, the other Lot Owners and their tenants and licensees from all claims, liens, damages and expenses, including but not limited to, reasonable attorneys' fees, arising out of the Lot Owner's acts or omissions or of the acts or omissions of an Occupant of the Lot Owner's part or portion of the property, causing a breach of any of Lot Owner's duties or obligations in this Declaration.

Section 4.6. Non-liability of Developer. The Developer shall not be personally liable for any acts or omissions of any nature whatsoever, except for any acts or omissions found by a court to constitute negligence, actual fraud, breach or willful misconduct. The Lot Owners shall hold harmless the Developer, its heirs, executors, administrators, successors and assigns, except for acts of negligence, actual fraud, breach or willful misconduct, whether direct or indirect, caused or initiated by Developer, its employees, agents, contractors or invitees.

Section 4.7. Lot Owner's Association. Developer may form an Owner's Association, when 1 or more of the Lots of the Development are sold or transferred. The Owner's Association shall only undertake and perform all duties and responsibilities as assigned by Developer pursuant to these Declarations and Restrictions, except any such duties and responsibilities which may have been assumed by any municipal or governmental agency having jurisdiction thereof. Each Lot Owner, by accepting a deed to a Lot in the Development agrees to

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accept membership in, and shall become a member of, the Owner's Association at such time as it is formed. Upon formation of the Owner's Association by the Developer, any approval rights granted to the Developer may be granted to the Owner's Association at the sole discretion of the Developer.

Section 4.8. Delay in Performance – Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws and orders of government or civil or military authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the person required to perform such act or obligation, then such person shall be excused from the performance of such act or obligation for so long as such person is so prevented or delayed by reason thereof. This force majeure provision shall apply only to the non-monetary obligations created by this Declaration and imposed on the Association, Developer and every Owner of a part or portion of the Property.

Section 4.9. Amendment. This Declaration may be amended only by Developer until such time as Developer forms an Owners Association. The Owners Association may amend the restrictions pursuant to the by-laws of the Association. Any amendment will require a minimum approval of 60% of the owners of said lots. No amendment of this Declaration shall become effective until an instrument stating such amendment is recorded in the Office of the Bullitt County Clerk. Notwithstanding anything herein to the contrary, (a) no provision of this Declaration affecting the rights, privileges and duties of the Developer may be modified without Developer's written consent and (b) the Developer shall at all times have the right to correct clerical or typographical errors in this Declaration or any exhibit thereto or any supplement or amendment thereto.

Section 4.10. Notice. Any notice or communication to be given pursuant to this Declaration shall be given by registered or certified mail or by next-business day commercially recognized delivery service maintaining proof of delivery, if to an owner of a Lot, to the address where tax bills for such Lot are sent by the tax collecting authority, and if to the Developer, c/o Oakbrooke Properties, LLC, 337 N. Bardstown Road, PO Box 170, Mt. Washington, KY 40047, provided that any Owner or Developer may change its notice address by sending notice of such change to the others by registered mail.

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WITNESS the signature of Developer by its duly authorized officer on this 9th day of September, 2010.

OAKBROOKE PROPERTIES, LLC

By:

Kenneth E. Stout
Kenneth E. Stout, Managing Member

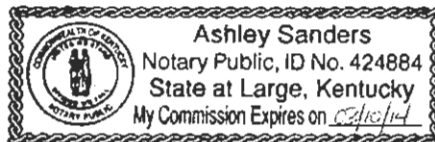
STATE OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said State and County, and was signed, subscribed, sworn, acknowledged, and delivered by KENNETH E. STOUT, as Managing Member of OAKBROOKE PROPERTIES, LLC, a Kentucky Limited Liability Company, to be his lawful act and deed for the purposes therein stated.

WITNESS my hand this 9th day of September, 2010.

My commission expires: 08/10/14



NOTARY PUBLIC, STATE AT LARGE, KY

This document prepared by:

Kenneth Stout
Kenneth Stout, Managing Member
Oakbrooke Properties, LLC
P.O. Box 170
Mt. Washington, KY 40047

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RECORDED: September 09, 2010 02:12:27 PM
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COUNTY: BULLITT COUNTY
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