



# Oakbrooke Properties L.L.C.

## DECLARATION OF COVENANTS AND RESTRICTIONS

11845

This Declaration of Covenants and Restrictions ("Declaration") is made on the 30<sup>th</sup> day of July, 1996, by OAKBROOKE PROPERTIES, LLC, a Kentucky limited liability company, ("Developer").

A. Developer owns certain real property in Bullitt County, Kentucky, more particularly described in the attached Exhibit A (the "Development").

B. Developer intends to develop the Development in several Tracts and Lots (as more particularly described below) for multiple uses, including retail, office and other commercial uses.

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.

NOW, THEREFORE, Developer declares that the Development shall be held, leased, sold and conveyed subject to the following restrictions, covenants, easements and conditions. The restrictions, covenants, easements and conditions shall run with the Development and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns, and shall inure to the benefit of such party.

### ARTICLE I -- THE DEVELOPMENT

Section 1.1. Designation of Tracts and Lots. The Development will be developed in a number of Tracts. Each Tract shall contain one or more Lots. The legal description and a numerical designation of each "Tract" and "Lot" is set forth in Plat Cabinet 2, Slide 23, in the Office of the Bullitt County Court Clerk. If any Tract or Lot is subdivided after the date of

this Declaration, such subdivided parcels shall each be deemed a "Lot" for the purposes of this Declaration.

## ARTICLE II -- EASEMENTS

Section 2.1. The Developer hereby establishes a perpetual non-exclusive easement over the Common Area of each Tract in favor of each Lot therein to permit parking and unobstructed pedestrian and vehicular passage by the owner thereof and its agents, contractors, employees, tenants, licensees and invitees. Lot 1-A of Tract 1 is specifically excluded from the provisions of this Section 2.1.

Section 2.2. The Declarant hereby establishes a perpetual non-exclusive easement over the Common Area of each Tract in favor 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 its original condition.

Section 2.3. Each Lot owner shall indemnify and save harmless the other Lot owners and their tenants and licensees from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its breach of any of its duties or obligations in this Declaration.

Section 2.4. 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 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.

Section 2.5. Developer shall declare portions of the Common Area to be "Landscape Area" for the benefit of the Development and the owners of all Lots by so designating such areas on a record plat. Although a municipal or governmental agency or other entity having jurisdiction may assume the maintenance obligations of all or some of certain areas to be dedicated to public use, the Developer may require a higher standard of maintenance to enhance the overall quality of the Development. The Developer shall maintain, operate and keep in good repair the Landscape Area and, to the extent not maintained to the Developer's standard by another agency or entity, the areas dedicated to public use. The Developer shall have an easement on, over and through the Landscape area for the purpose of performing these maintenance obligations.

Section 2.6. Common Areas shall be defined as the roadways, parking areas and landscape areas and dedicated and undedicated roadways and access easements on all Tracts outside the boundaries of any Lot therein, the Development sign referred to in Section 3.21(c)5 and the thirty (30) foot driveway easement on Tract 2 and shall include, without limitation, Oakbrooke Circle ("Road A") and Oakbrooke Drive ("Oakbrooke Drive") as shown on Plat recorded in Plat Cabinet 2, Slide 123, in the office of the Bullitt County Court Clerk. Each Lot owner shall pay its' share of all reasonable expenses incurred for Common Area maintenance including, but not limited to, parking lot and street repairs, resurfacing, restriping, cleaning, snow removal, lighting, landscape maintenance and security, and the mowing of the area along the Highway 31E Bypass and along Highway 44, which area is adjacent to the Development. Common Area maintenance costs shall include a Fifteen Percent (15%) administrative fee for Developers' administrative expenses in performing its maintenance responsibilities. The Developer shall maintain the Common Areas in good, clean and safe condition. Each Lot owner shall pay that percentage of such Common Area maintenance costs which equals the percentage that the square footage of its Lot bears to the total square footage of

all of the Lots or Tracts in the Development or \_\_\_\_\_, whichever is greater, as follows:

(a) The Developer shall bill ("the Billing"), on a quarterly basis, all Lot owners for their share of all expenses incurred for Common Area repair and upkeep. The Billing shall itemize the expenses and shall state the calculations used to compute the sum assessed to each owner. The Developer, if requested, shall furnish written evidence of payment of an expense and shall make the records relating to the Common Area expenses available for inspection during regular business hours. The other Lot owners shall reimburse the Developer for their share of expenses within thirty (30) days from the date of the Billing. In the event that an owner disputes a billed expense, it shall notify the Developer, which notification shall state the reason for the dispute within said thirty (30) day period, but shall reimburse the Developer for its share of all other billed expenses. Any disputed charge for a single expenditure of Five Thousand Dollars (\$5,000.00), or less shall be referred to arbitration as provided in Section 2.6(c).

(b) Should the Developer (or the Lot Owner's Association, if applicable) fail to repair or maintain the Common Area, any other owner shall be entitled to perform such obligations and to bill the other owners in accordance with this Section 2.6 or to deduct such costs from any sums owed to the Developer (or the Lot Owner's Association, if applicable), provided that, except in the case of an emergency, such owner shall first notify the Developer of the default and shall permit it to perform the obligation within thirty (30) days after receipt of notice, and further provided that, except in the case of an emergency, it shall notify the other owners fourteen (14) days or more prior to performance of such obligation. In the event that the Developer fails to perform its obligations hereunder in a workmanlike, diligent or efficient manner, in the reasonable judgment of the other owners, the other owners shall be entitled to delegate such obligations to a third party who shall be deemed to be an agent of the Developer, provided that the Developer is furnished prior notice thereof.

(c) All disputes related to any single expenditure of Five Thousand Dollars (\$5,000.00), or less for the repair or upkeep of the Common Area shall be referred to arbitration as provided herein. The party seeking to collect the charge must submit the matter to arbitration within thirty (30) days of receipt of the notice of dispute provided in Section 2.6(a) by giving notice ("Arbitration Notice") to the other party(ies). If no Arbitration Notice is given, the disputed claim shall be conclusively and finally resolved in favor of the party disputing the charge. Within thirty (30) days after the Arbitration Notice, the parties to the dispute shall appoint an arbitrator. In the event that the parties fail to appoint an arbitrator, either party may apply to the state court of general jurisdiction and first resort in the county in which the Development is located for appointment of an arbitrator. The decision of the arbitrator shall be final and binding on the parties. A party may appear with or without an attorney and either party shall be entitled to have a record made of the arbitration hearing. The expenses of the arbitrator and hearing shall be equally divided among the parties unless (a) the amount in dispute is less than Five Hundred Dollars (\$500.00), in which event the losing party shall pay all of the expenses of the arbitrator, or (b) the arbitrator determines that a party acted in bad faith in the dispute, in which event the prevailing party may be awarded all expenses, including reasonable attorneys' fees incurred by the arbitration. Subpoenas may be used to compel witness attendance at the arbitration hearing.

### ARTICLE III -- ARCHITECTURAL CONTROL

#### Section 3.1. Architectural Review.

(a) No structure may be erected or placed 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, including, without limitation, tenant signs, financing signs, and construction signs, shall have been 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 least 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 safe, clean and sightly condition.

(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 and fill, grade, pave or

landscape the area from which the structure was removed in a safe, clean and sightly manner within 180 days.

Section 3.2. Site Improvements.

I. Signs

(a) Approval. No sign shall be constructed without prior approval of the Developer.

1. No signs or other advertising devices shall be installed or permitted on any Lot except to the extent specifically permitted hereby.
2. Painted lettering, symbols or identification of any nature may not be utilized.
3. Flashing, blinking, moving, animated audible, movable or portable signs will not be permitted.
4. No exposed wiring, conduits, tubing, lamps, ballast boxes or raceways will 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 may project above the parapet wall or top of the exterior wall or building facade upon which it is mounted.
2. No rooftop signs of any type will be permitted.
3. No signs perpendicular to the face of the building or facade will be permitted.
4. The length of any building mounted sign shall not exceed the lesser of 70% of the length of the wall or facade upon which the sign is mounted or 30'0"; nor shall the height of any facade, or any sign mounted thereon, exceed 60".

The letters on all signs shall be script or individual block type. All boxed signs shall be submitted to the Developer for approval.

(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 or name of the occupant of the building, (ii) directional signs, and (iii) a menuboard and/or speaker post in connection with a drive-thru facility.
2. The maximum height of any sign structure shall not exceed twenty (20) feet and the maximum height of the sign panel shall not exceed eight (8) feet.
3. The maximum width of the sign structure shall not exceed 10'.
4. The maximum thickness of the structure shall not exceed 24".
5. Notwithstanding anything contained in this Section 3.2, the Developer shall be permitted to erect signage at the intersection of Kentucky Highway 44 and the By-Pass 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. Developer hereby establishes a perpetual non-exclusive easement and license over the Common Areas and such additional areas as may be necessary to access such signage in favor of each Lot approved for signage by Developer in order to install, repair, replace and remove such signage. The Developer shall be responsible for maintaining the structural portion (including interior or exterior illumination) of any such signage in a safe and business like manner. Any Lot Owner having a facia or other identification on such signage shall be



responsible for maintaining such fascia or identification 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, or, in case of emergency, as soon as circumstances permit.

(d) 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.

II. 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 four (4) feet wide in those areas where the Lot is adjacent to another Lot, and no above-ground improvements shall be erected thereon, except that sidewalks, directional parking signs and accent lighting fixtures may be installed upon 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.

III. 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 full-depth 12" poured-in-place concrete type curbs; no bumper blocks, precast, extruded, or asphaltic curbs shall be permitted.

- IV. 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 attempt 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. 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 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.

#### 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, 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.

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 all 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 Road A or Oakbrooke Drive unless required by law, without the prior written approval of the owners of all Lots in the Development.

Section 4.4. Use Restrictions. The Tracts or Lots shall only be used for commercial businesses as defined by Bullitt County Planning and Zoning requirements of B-1 and B-2 or for the retail sale of goods and, notwithstanding the foregoing, the Tracts or 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 reasonably objectionable and constitutes a public or private nuisance, or the use of outdoor speakers, except that normal restaurant cooking odors and operation of exterior menuboards and speaker posts in accordance with the provision of this Declaration in connection with a restaurant shall be permitted.
- (b) For warehousing (but not including any storage areas in connection with retail sales at the Subject Property), assembling, manufacturing, distilling, refining, smelting, agricultural mining operation or other industrial use;
- (c) As a mobile home, trailer court, labor camp, junkyard, or animal raising establishment (except for a pet shop and except further that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
- (d) For dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors or dumpsters located in the rear of any building);
- (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) As a dry cleaning plant;
- (g) For automobile, truck, motorcycle or recreational vehicle sale, leasing, display or repair except in connection with a tire store or automobile oil and lubricating service facility;
- (h) As living quarters, sleeping apartments or lodging rooms attached to a business; except

that a hotel or motel business is specifically excluded from this prohibition:

- (i) As a mortuary or crematorium;
- (j) As any business which, as a component thereof, exhibits or features pornographic movies or so-called "adult entertainment".
- (k) To use or permit the area outside of any building for the conduct of any business, occupation or undertaking without Developer's prior written approval, which may be withheld in Developer's sole discretion.
- (l) To use any portion thereof for any unlawful purpose.

Section 4.5. Lot Owners Association. At such time as 80% of the Lots of the Development are sold, Developer may form a Lot Owner's Association. At such time as 100% of the Lots of the Development are sold or transferred, Developer shall form a Lot Owner's Association. The Lot Owner's Association shall only undertake and perform all duties and responsibilities required to be performed 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 accept membership in, and shall become a member of, the Lot Owner's Association at such time as it is formed. Upon formation of the Lot Owner's Association, any approval rights granted to the Developer may be granted by a majority of the Lot Owners in the Development.

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. 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, P. O. 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.

WITNESS the signature of Developer by its duly authorized officer on this 30<sup>th</sup> day of

July, 1996.

OAKBROOKE PROPERTIES, LLC

By:

Kenneth E. Stout  
Kenneth E. Stout

Its:

Manager  
(Title)

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 MANAGER 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 30 day of July, 1996.

My commission expires: 7/28/98

Lee M. MacCracken  
NOTARY PUBLIC, STATE AT LARGE, KY

This instrument was prepared by:

Lee M. MacCracken  
LEE M. MACCRACKEN  
278 Frank E. Simon Avenue-P.O. Box 670  
Shepherdsville, KY 40165  
Telephone: 543-8877 955-6902

EXHIBIT A  
 DECLARATION OF COVENANTS  
 AND RESTRICTIONS OF  
 OAKBROOKE DEVELOPMENT

Beginning at an iron pin with a cap in the North right-of-way of Kentucky 44 in Mt. Washington, Kentucky, said point being the corner to a tract owned by William Whalen and recorded in deed book 389, page 29; thence, leaving said right-of-way of Kentucky 44, North 53 Degrees 09 Minutes 21 Seconds West, 550.04 feet to an iron pin with a cap; thence, South 32 Degrees 32 Minutes 26 Seconds West, 412.78 feet to an iron pin with a cap; thence, North 74 Degrees 45 Minutes 19 Seconds West, 290.34 feet to an iron pin with a cap; thence, North 35 Degrees 53 Minutes 54 Seconds East, 1,135.82 feet to an iron pin with a cap; thence, North 57 Degrees 56 Minutes 58 Seconds West, 119.03 feet to an iron pin with a cap; thence, North 35 Degrees 44 Minutes 44 Seconds East, 138.41 feet to an iron pin with a cap; thence, North 54 Degrees 15 Minutes 15 Seconds West, 72.00 feet to an iron pin with a cap; thence, North 36 Degrees 14 Minutes 51 Seconds East, 117.55 feet to an iron pin with a cap; thence, North 22 Degrees 47 Minutes 02 Seconds East, 124.59 feet to an iron pin with a cap; thence, North 12 Degrees 18 Minutes 13 Seconds East, 3.66 feet to an iron pin with a cap located in the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31-E); thence, along the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31-E) in a southerly direction, South 43 Degrees 21 Minutes 10 Seconds East, 120.94 feet to an iron pin with a cap; thence, continuing along the right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31-E) the following calls: South 38 Degrees 48 Minutes 33 Seconds East, 216.85 feet to an iron pin with a cap; South 34 Degrees 33 Minutes 28 Seconds East, 192.63 feet to an iron pin with a cap; South 28 Degrees 58 Minutes 46 Seconds East, 218.03 feet to an iron pin with a cap; South 29 Degrees 04 Minutes 18 Seconds East, 548.57 feet to an iron pin with a cap, said point also being on the North right-of-way of Kentucky 44; thence, leaving the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31-E) and continuing along the North right-of-way of Kentucky 44, in a westerly direction, the following calls: South 33 Degrees 55 Minutes 20 Seconds West, 112.08 feet to an iron pin with a cap; South 63 Degrees 35 Minutes 58 Seconds West, 199.41 feet to an iron pin with a cap; South 26 Degrees 24 Minutes 02 Seconds East, 4.00 feet to an iron pin with a cap; thence, continuing along the North right-of-way of Kentucky 44 along a curve to the left having a radius of 1,463.39 feet, an arc length of 264.13 feet, and the chord of South 58 Degrees 25 Minutes 43 Seconds West, 263.77 feet to the point of beginning. Said tract contains 20.20 acres.

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 06 JUL 30 PM 3:46  
 BY *B. Choate, D.C.*  
 COUNTY CLERK

FILED IN ST. 5<sup>0</sup> OR 33<sup>0</sup>

MT. WASHINGTON, KENTUCKY  
Hwy. 44 & 31 E. Bypass (Indianapolis)  
L/C: 016-0305

MAILED TO PREPARER

## FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

13356

This First Amendment to Declaration of Covenants and Restrictions is made as of the 12th day of August, 1996 by OAKBROOKE PROPERTIES, LLC, a Kentucky limited liability company ("Developer").

A. Developer owns certain real property in Bullitt County, Kentucky, more particularly described on Exhibit A (the "Development").

B. Developer executed and recorded against the Development that certain Declaration of Covenants and Restrictions dated July 30, 1996 and recorded July 30, 1996 in Deed Book 425, Page 337 with the Bullitt County Clerk's Office (the "Declaration").

C. Developer desires to amend the Declaration as proved herein.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. At the end of Section 1.1 of the Declaration the following sentence is added:

"Notwithstanding anything to the contrary herein, Tracts 1A, 1B, 1C and 1D as shown on such Plat are each respectively deemed a "Lot", and shall collectively be deemed "Tract 1", which is a "Tract" for purposes hereof."

2. Section 2.1 of the Declaration is deleted and the following Section 2.1 is substituted for it:

"Section 2.1. The Developer hereby established a perpetual non-exclusive easement over the Common Area of the Development in favor of each Lot therein to permit parking and unobstructed pedestrian and vehicular passage by the owner thereof and its agents, contractors, employees, tenants, licensees and invitees. Lot 1A of Tract 1 is specifically excluded from using any such Common Areas for parking."

3. The first sentence of Section 2.2 of the Declaration is deleted, and the following sentence is substituted for it:

"The Developer hereby establishes a perpetual non-exclusive easement over the Common Area of the Development in favor of each Lot therein to permit the construction, maintenance and use of all apparatus necessary to provide utility services to such Lot, including telephone, electricity, water, natural gas and storm and sanitary sewers, provided the same are constructed underground."

4. Section 2.3 of the Declaration is deleted, and the following Section 2.3 is substituted for it:

BOOK 427 PAGE 167



"Section 2.3. Each Lot owner and each owner of a Tract or portion of a Tract, which has not been divided into Lots, shall indemnify and save harmless the other such Lot and Tract owners and their tenants and licensees from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its breach of any of its duties or obligations in this Declaration."

5. The first sentence of Section 2.6 of the Declaration is hereby deleted, and the following sentence is hereby substituted for it:

"Common Areas shall be defined as the roadways, parking areas and landscape areas and dedicated and undedicated roadways and access easements in the Development, all outside the boundaries of any Lot therein, the Development sign referred to in Section 3.2 I (c) 5 and the thirty (30) foot driveway easement on Tract 2 (to the extent, if any, shown on the Plat) and shall include without limitation, Oakbrooke Circle ("Road A") and Oakbrooke Drive ("Oakbrooke Drive") as shown on Plat recorded in Plat Cabinet 2, Slide 173, in the office of the Bullitt County Court Clark (the "Plat")."

6. The number "759, 294" is inserted on the blank in the portion of the last sentence of the first paragraph of Section 2.6 of the Declaration, prior to Sections 2.6 (a), (b) and (c) of the Declaration.

7. Except as amended hereby, the terms and provisions of the Declaration are hereby ratified and remain in full force and effect.

WITNESS, the signature of Developer by its authorized officer as of the date first above written.

OAKBROOKE PROPERTIES, LLC,  
a Kentucky limited liability company

By: Kenneth E. Stout, Manager  
Kenneth E. Stout, Manager

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 Manager 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 30 day of AUGUST 1996.

My commission expires: JULY 28, 1998

[Signature]  
NOTARY PUBLIC, STATE AT LARGE, KY

This instrument was prepared by:

LASANDERS16-03051STAMEND.DOC



INSTRUMENT PREPARED BY:  
HEBEL & HORNING, P.S.C.  
816 MEIDINGER TOWER  
LOUISVILLE KY 40202 583-3891

BY: [Signature]  
ATTORNEY AT LAW

**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF OAKBROOKE DEVELOPMENT**

Beginning at an iron pin with a cap in the North right-of-way of Kentucky 44 in Mt. Washington, Kentucky, said point being the corner to a tract owned by William Whalen and recorded in Deed Book 389, Page 29; thence, leaving said right-of-way of Kentucky 44, North 53 Degrees 09 Minutes 21 Seconds West, 550.04 feet to an iron pin with a cap; thence, South 32 Degrees 32 Minutes 26 Seconds West, 412.78 feet to an iron pin with a cap; thence, North 74 Degrees 45 Minutes 19 Seconds West, 290.34 feet to an iron pin with a cap; thence, North 35 Degrees 53 Minutes 54 Seconds East, 1,135.82 feet to an iron pin with a cap; thence, North 57 Degrees 56 Minutes 58 Seconds West, 119.03 feet to an iron pin with a cap; thence, North 35 Degrees 44 Minutes 44 Seconds East, 138.41 feet to an iron pin with a cap; thence North 54 Degrees 15 Minutes 15 Seconds West, 72.00 feet to an iron pin with a cap; thence, North 36 Degrees 14 Minutes 51 Seconds East, 117.55 feet to an iron pin with a cap; thence, North 22 Degrees 47 Minutes 02 Seconds East, 124.59 feet to an iron pin with a cap; thence, North 12 Degrees 18 Minutes 13 Seconds East, 3.66 feet to an iron pin with a cap located in the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31 E); thence, along the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31 E) in a southerly direction, South 43 Degrees 21 Minutes 10 Seconds East, 120.94 feet to an iron pin with a cap; thence, continuing along the right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31 E) the following calls: South 38 Degrees 48 Minutes 33 Seconds East, 216.85 feet to an iron pin with a cap; South 34 Degrees 33 Minutes 28 Seconds East, 192.63 feet to an iron pin with a cap; South 28 Degrees 58 Minutes 46 Seconds East, 218.03 feet to an iron pin with a cap; South 29 Degrees 04 Minutes 18 Seconds East, 548.57 feet to an iron pin with a cap, said point also being on the North right-of-way of Kentucky 44; thence, leaving the West right-of-way of the Mount Washington Bypass/Bardstown Road (U.S. 31 E) and continuing along the North right-of-way of Kentucky 44, in a westerly direction, the following calls: South 33 Degrees 55 Minutes 20 Seconds West, 112.08 feet to an iron pin with a cap; South 63 Degrees 35 Minutes 58 Seconds West, 199.41 feet to an iron pin with a cap; South 26 Degrees 24 Minutes 02 Seconds East, 4.00 feet to an iron pin with a cap; thence continuing along the North right-of-way of Kentucky 44 along a curve to the left having a radius of 1,463.39 feet, an arc length of 264.13 feet, and the chord of South 58 Degrees 25 Minutes 43 Seconds West, 263.77 feet to the point of beginning. Said tract contains 20.20 acres, now known as Oakbrooke Subdivision as shown in Plat recorded in Plat Cabinet 2, Slide 173, Bullitt County Clerk's Office.

EXHIBIT A

BOOK 427 PAGE 169

BY *B. Blasing* D.C.  
CLERK OF BULLITT COUNTY

DEED TAKEN  
LODGED AND RECORDED THIS  
95 SEP - 9 PM 3:16

FEE PAID \$ 3.00  
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