

STATE FEE \$ 1.00  
CLERK FEE \$ 4.00  
PLAT \$

DECLARATION OF RESTRICTIONS ✓

*Return MEE*

This DECLARATION made herein on the 15 day of January, 1976 by George Joseph and Danny M. Rayhill, hereinafter referred to as the "DECLARANTS".

WITNESSETH: The Declarants are the owners of certain property located on Highway #44 in Shepherdsville, Kentucky being described as follows:

A certain tract of land in Bullitt County in Shepherdsville, Kentucky, bounded as follows:

Beginning at a right of way marker at the junction of the southwest right of way lines of Ky. Hwy. #44 and the Kentucky Turnpike (Interstate #65); thence with the right of way line of Ky. Turnpike as follows S 52 degrees 10' E 50.0 feet to a right of way marker N 37 degrees 50' E 334.5 feet to a stake; N 69 degrees 15' E 439.3 feet to an iron post; S 20 degrees 20' E 1659.0 feet to an iron post; S 69 degrees 40' W 50.0 feet to an iron post; S 20 degrees 20' E 834.5 feet to the low water mark of the Salt River; thence with said low water mark as follows: S 58 degrees 50' W 750.0 feet; S 70 degrees 19' W 923.6 feet; thence N 33 degrees 45' W 2174.0 feet to the center of the Old Mt. Washington and Shepherdsville Road; thence with the center of said road as follows: N 66 degrees E 572.0 feet; N 78 degrees 50' E 201.0 feet; N 41 degrees E 113.0 feet; N 37 degrees 40' E 354.6 feet to the south right of way line of Ky. Hwy. #44, thence with said right of way line in a curve the chord of same being N 46 degrees 40' E 321.0 feet to the beginning, containing 104.872 acres by survey on February 5, 1973.

BUT THERE IS EXCEPTED AND NOT HEREIN CONVEYED the following described tract of real estate which was conveyed to John L. Newcomb by Deed dated March 2, 1973 of record in Clerk's Office of the Bullitt County Court in Deed Book 164, Page 200, more particularly described as follows:

*For Amended Restrictions See DB 217 page 403  
Ann. Mooney Clerk  
B. N. [unclear]*

A certain tract of land in Bullitt County in Shepherdsville, Kentucky, bounded as follows: BEGINNING at a right of way marker on the south side of Ky. Hwy. #44 near the southwest intersection of Ky. Hwy. #44 and the Ky. Turnpike (I-65); thence with right of way line of Ky. Hwy. #44, as follows: S 52 degrees 10' E 50.0 feet to a right of way marker; N 37 degrees 50' E 180.9 feet to a point; thence across land of Wallace S. Bowling, et.al., as follows: S 52 degrees 07' E 170.03 feet to a point; S 20 degrees 23' E 35.31 feet to a point; S 37 degrees 50' W 181.3 feet to a point; N 52 degrees 10' W 250.5 feet to a point in said right of way; thence with the right of way in a curve the chord being N 39 degrees 30' E 19.17 feet to the beginning, containing 0.934 acres by survey on February 17, 1973.

*Del 2/4/76*

*7. N. Fred*

BEING the same property conveyed to George Joseph, et.al. by John L. Newcomb, et.al. by deed dated June 12, 1974 recorded in Deed Book 178, Page 334 in the office of the Clerk of the Bullitt County Court.

NOW THEREFORE, the Declarants impose on said property the following restrictions to run with the land and be binding on all parties and all persons claiming under them for a period of twenty five (25) years at which time said restrictions shall be extended for successive periods of twenty five (25) years unless by a vote of the majority of the owners of the lots it is agreed in writing duly recorded to change said restrictions in whole or in part.

1. No improvements (including, but not being limited to buildings, fences, driveways, signs, parking facilities, and landscaping) shall be constructed, installed, erected, placed or altered on any portion of the Property until the plans and building or construction specifications therefor, including the materials to be used, and a plot plan showing the location, grade, and elevation of the proposed improvements on a particular building site, have been submitted to and approved in writing by developer or such agent or successor as it may designate. The approval of Developer or it's agent or successor shall be given on the basis of whether or not the proposed improvements are acceptable to Developer as a design, materials and fire safety, are in conformity and harmony of external design with existing structures on the Property and on the other lots shown on the aforesaid plat (whether or not such lots are subject to these restrictions), are so located as to not adversely affect adjoining structures, uses or operations, and are compatible with existing topography, grade and finished ground elevation of the building site.

2. No part of the property shall be used for commercial or retail purposes except such commercial or retail uses as are specifically designated by or approved in writing by Developer or such agent or successor as it may designate.

3. Any building which may be erected on any lot in the Property on any portion of the Property shall have a set back line as required by the Bullitt County Planning and Zoning Regulations, B-1 Commercial having a 50 foot set back line, B-2 Commercial having no specific set back line. No fence, wall or hedge shall be constructed or planted forward of the front elevation of a building or beyond the side elevation facing a side street of a building on a corner lot. No part of a lot front of the building thereon shall be utilized for parking except that in the case of corner lots fronting of Paraquet Drive, (1) if the building to be located thereon fronts on Paraquet Drive, then parking shall be permitted on the street side yard, provided said parking is set back at least 10 feet from the side street, or (2) if the building to be located thereon fronts on the side street, then parking shall be permitted on the Paraquet Drive yard, provided said parking is set back at least 10 feet from Paraquet Drive.

4. Any purchaser of a lot or portion of the Property agrees to execute all easements reasonably necessary and required by Developer or a utility company for the further development of any other portion of the Property or of any other property now owned by Developer adjoining any of the Property; provided, however, that any such easement shall not be deemed reasonably necessary if it would unreasonably interfere with the purchaser's intended use of such lot or portion of the property. Reference to easements includes those for gas, sewerage, drainage, telephone, entrance and exit roads and electrical lines. Such easements shall be permanent, shall provide for adequate ingress and egress, shall provide reasonably necessary rights to cut down or trim trees, and shall contain such limitations on construction or improvements of any kind on the easement area as may be reasonably necessary.


The foregoing restrictions, conditions and covenants shall be construed as covenants running with the land and shall be binding upon the parties hereto their heirs, successors and assigns and all persons claiming under them. It is intended that these restrictions may be

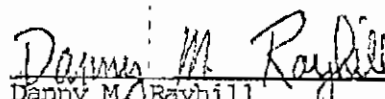
enforced and violations thereof may be restrained, by any owner of any lot or portion of the Property and if such owner, his heirs, successors ✓ or assigns shall violate or attempt to violate any of such restrictions, conditions and covenants during the period of their existence, it shall be lawful for any other person or persons owning any other lot or portion of the Property to prosecute any proper proceeding at law or in equity against such person or persons violating or attempting to violate any such restrictions, conditions or covenants, and either prevent him or them from so doing or to recover damages or other relief for such violation. In the application and enforcement of any restrictions, conditions or covenants applicable with respect to more than one lot the Developer or any successor thereto shall apply and enforce such restrictions, conditions, and covenants in like manner with respect to all such lots to which they are applicable.

The failure or neglect of the Developer or any other owner to demand or insist upon the observance of any of the foregoing restrictions, conditions and covenants and to proceed for restraint of violation thereof shall not be deemed a waiver of such violation or operate as an estoppel to restrain continuance thereof but any restrictions, conditions, and covenants may be enforced at any time notwithstanding a violation thereof may have been suffered or permitted thereto, nor shall a waiver of any such restrictions, conditions, and covenants in any particular be deemed a waiver of any default thereunder whether of the same or of a different nature.

Invalidation of any of these restrictions, conditions and covenants by judgment or other shall in no wise affect any of the other restrictions, conditions and covenants which shall remain in full force and effect.

IN TESTIMONY WHEREOF witness the signature of the Declarants on this 15 day of January, 1976.

  
George Joseph

  
Danny M. Rayhill

STATE OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing Declaration of Restriction was produced before me in said County and State acknowledged by Georg Joseph and Danny M. Rayhill, parties thereto, to be their true act and deed.

Witness my hand this 15<sup>th</sup> day of January, 1976.

Tanny Passafium  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE  
My commission expires July 9, 1977  
*(Seal: TANNY PASSAFIUM, NOTARY PUBLIC, KENTUCKY STATE AT LARGE, COMMISSION EXPIRES JULY 9, 1977)*

Instrument drafted by:  
PORTER, FRISKE, MacCRACKEN and EDISON

Mark E. Edison  
Mark E. Edison  
Attorney at Law  
217 Buckman Street  
Shepherdsville, Kentucky 40165

STATE OF KENTUCKY }  
COUNTY OF BULLITT }     Sec.  
I, NINA MOONEY, Clerk of the Bullitt County Court for the County of  
aforesaid, certify that on Jan 17, 1976 at 10:30 AM  
Restriction was produced to me in my said office and lodged for  
Whereupon I have duly recorded the same in my office.  
Witness my hand this 17 day Jan 1976  
By: Nina Mooney

Let to MEA

AMENDED RESTRICTIONS made and entered into this 9th day of May, 1978 by and between George Joseph and Danny Rayhill, first parties and Old Springs Plaza, Inc., second party and Paroquet Springs Development, Inc. and Transport Associates, Inc, third parties.

WITNESSETH, Whereas first parties did establish Restrictive Covenants as shown by instrument recorded in Deed Book 192, Page 519 in the office of the Clerk of the Bullitt County Court which effects the rights of second and third parties in property they now own, known as "Paroquet Springs Development"; and whereas said Restrictive Covenants #3 provides " No part of a lot in front of the building thereon shall be utilized for parking except that in the case of corner lots fronting on Paroquet Drive, (1) if the building to be located thereon fronts on Paroquet Drive, then parking shall be permitted on the street side yard, provided said parking is set back at least 10 feet from the side street, or (2) if the building to be located thereon fronts on the side street, then parking shall be permitted on the Paroquet Drive yard, provided said parking is set back at least 10 feet from Paroquet Drive."

It being the intention of the second parties to establish a shopping center and adjoining parking area as shown by the plat and specifications attached hereto and made a part hereof; the first, second and third parties agree that based on the plans and specifications attached hereto, a violation of the above referenced restriction does exist.

The above restriction is hereby omitted.

IN TESTIMONY WHEREOF witness the hands of the parties this day and year first herein written as duly authorized by the Board of Directors of the said Corporations.

George Joseph

Danny M. Rayhill

WITNESSETH,  
C. BRACKEN  
Attorney at Law  
100 Main Street  
Shelbournsville,  
Ohio 40165  
Tel. 43-2296  
43-6536

OLD SPRINGS PLAZA, INC.

BY: Kenneth Stout Pres.  
Kenneth Stout, President

BY: Lindsay Wigginton  
Lindsay Wigginton,  
Secretary

PAROQUET SPRINGS DEVELOPMENT, INC.

BY: Danny M. Rayhill - Treas.  
Danny Rayhill, Treasurer

BY: Robbie Popplewell, Sec.  
Robbie Popplewell, Secretary

TRANSPORT ASSOCIATES, INC.

BY: Joe French  
Joe French, Manager

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by George Joseph and Danny Rayhill and Kenneth Stout as President of Old Springs Plaza, Inc. and Lindsay Wigginton as Secretary of Old Springs Plaza, Inc. and Danny Rayhill as Treasurer of Paroquet Springs Development, Inc. and Robbie Popplewell as Secretary of Paroquet Springs Development, Inc., parties thereto, to be their true act and deed and the true act and deed of said Corporations.

Witness my hand this 10th day of May, 1978.

[Signature]  
Notary Public, Kentucky State at Large  
My commission expires: July 19, 1979

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by Joe French, Manager of Transport Associates, Inc., party thereto, to be his true act and deed and the true act and deed of said Corporation.

PORTER,  
MACCRACKEN  
& EDISON  
Attorneys at Law  
117 Suckman Street  
Shepherdsville,  
Kentucky 40165  
502 - 543-2296  
502 - 957-6586

Witness my hand this 15th day of May, 1978.

*Mark E. Edison*  
Notary Public, Kentucky, State at Large  
My commission expires Jan 14, 1978

Instrument drafted by:  
PORTER, MacCRACKEN & EDISON

*Mark E. Edison*  
Mark E. Edison  
Attorney at Law  
217 Buckman Street  
Shepherdsville, Kentucky 40165

RECORDED  
INDEXED  
78 MAY 11 10:38  
BY *Spiller* D.S.  
590

PORTER,  
CRACKEN  
EDISON  
Attorneys at Law

BOOK 217 PAGE 405