

MAILED TO:
PREPARER

STONE MEADOW SUBDIVISION, SECTION TWO

99388 DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS for STONE MEADOW SUBDIVISION, SECTION 2, is made and entered into on this 31 day of MARCH, 2006, by the undersigned Owner/Developer, **OAKBROOKE PROPERTIES, LLC**, a Kentucky Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the Owner/Developer, of all the lots in Stone Meadow Subdivision, Section 2, situated in Bullitt County, Kentucky, and does hereby adopt the following Regulations, Covenants, Restrictions and Reservations, which shall apply to Lots 200 through 276 of Stone Meadow Subdivision, Section 2, as shown on the plat styled Stone Meadow Subdivision, Section 2 which plat is recorded in Plat Cabinet 3, Slide 59 in the Office of the Clerk of the Bullitt County Court, and further being a part of the same property conveyed to **OAKBROOKE PROPERTIES, LLC**, a Kentucky limited liability company, by deed of record dated August 27, 1999, in Deed Book 488, Page 096, recorded in the Office of the Bullitt County Court Clerk; and

WHEREAS, the Declarant will convey the said properties, subject to certain protective Regulations, Covenants, Restrictions and Reservations as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following Regulations, Covenants, Restrictions and Reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These Regulations, Covenants, Restrictions and Reservations 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 thereof, and shall inure to the benefit of each owner thereof.

References to "Developer" or "Declarant" in these paragraphs shall include any entity, person or Association to whom Developer/Declarant may assign the right of approval. Any assignment shall be in writing. References to "structure" in these paragraphs shall include, but not be limited to, any structure, building, shed, fence, wall, antenna, microwave receivers, receivers, transmitters, satellite dishes or any items that will alter the appearance of any structure upon the lots.

Paragraph Captions. The paragraph captions as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as a limitation on the scope of the particular paragraphs to which they refer.

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1. Primary Use Restrictions.

1.1. Said real estate lots shall be used exclusively for single family, private dwelling house purposes and no such house shall be erected, placed or suffered to remain upon said premises being more than two and one-half stories in height, nor shall more than one (1) dwelling house be erected, placed, or suffered to remain upon any building lot which plot has an area of less than the area as shown on the recorded plat.

1.2. There shall be no further subdividing of the lots in Stone Meadow Subdivision, Section 2, unless approved in writing by the Developer.

1.3. No portion of any lot in Stone Meadow Subdivision, Section 2, shall be used for ingress and egress to lot or another tract of land unless approved in writing by the Developer.

2. Setback Requirements.

Except as herein provided, no such house shall be erected, placed or suffered to remain upon said premises nearer than those prescribed by said plat as recorded of Stone Meadow Subdivision, Section 2, or the then or current Bullitt County Planning and Zoning Regulations.

3. Building Construction.

3.1 The front exterior building material of all structures shall be brick, stone, brick veneer, creek stone or a combination of same. The two sides and rear may be brick, vinyl, or another type of material that developer approves. Foundations above ground shall be stucco, decorative block, or brick. No standard concrete or concrete block appearance is allowed.

3.2 The roof pitch of any residential structure shall not be less than 5 inch vertical for every 12 inches horizontal. Exceptions: Wrap around porch area only and rear cape cod (2nd floor only) may vary with developer's approval.

3.3 All drives shall be concrete poured in-place.

3.4 The construction work on any building shall be completed within one (1) year from the initial start. Such work shall not be complete unless the building is finished in every respect in its interior and exterior including garage, driveway, sidewalks, and landscaping.

4. Architectural Control and Lot Maintenance.

4.1 No house, building, drive, garage, landscaping or any improvements shall be erected on any lot until the construction plans and specifications and a plan showing the

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location of the structure have been approved in writing by the Developer, its successors and assigns. The builder shall re-grade all drainage ditches and swales that have washed prior to the rough and finish grading of the lot. All grading shall be subject to the supervision and approval of the Developer and shall conform to the approved construction plans of the Development. Silt control is required at all times during construction. Builder must provide sanitary containers, dumpsters and/or fences as a means of containing trash, garbage and/or other waste on the lot during construction.

4.2 Each lot owner or builder shall construct, or cause to be constructed, and maintain a swale between each side and rear property line.

4.3 Each lot owner or builder shall mow and maintain all areas of said lot from property line to property line, including the front yard to the curb.

5. Minimum Dwelling Size.

5.1. The total above ground floor area of each residential structure erected on lots **200 through 276** shall not be less than:

- (1) One story: 1,100 sq. ft. minimum.
- (2) Cape Cod, 1.5 Story or Multi-level: 1,250 sq. ft. minimum
- (3) Two Story: 1,350 sq. ft. (800 sq. ft. first floor minimum)

5.2. Finished basement areas and open porches are not included in computing floor area.

5.3. Lots that border Stone Meadow Drive shall have a 2-car attached garage. The garage on lot 272 shall face Stonehurst Drive.

6. Approval of Additional Garage or Storage Bldg. Required.

6.1 In addition to the attached garage, a detached garage or storage building may be erected. No detached garage or storage building shall be erected, placed or suffered to remain upon said premises until the location, plans and specifications for such garage or storage building shall have first been approved in writing by said Developer or its designee. No detached garage or storage building erected on the premises shall be larger than two-car capacity (576 sq. ft.). No living quarters shall be allowed in or above detached garages or storage buildings. The front of any detached garage must be built with the same materials as the veneer on the front of the principal residence. The sides and rear shall be brick, masonry or same as the principal residence. The roofing materials should be of matching color and the same material as is on the house (see Paragraphs 3 & 4). One small storage building (metal, wood or other similar material, not to exceed 170 sq ft) may be erected on said lot. No more than one detached building may be erected on a lot.

6.2 No carport shall be constructed on any lot.

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7. Commencing Construction.

7.1. Before commencing construction of a dwelling on any lot, the builder shall inspect the roadway and, if any defect is found, immediately notify Developer in writing of such defect. The builder shall be responsible for damages done to the roadway by tractors, trucks, equipment etc., in his employ and shall make repairs within thirty (30) days after completion of the dwelling, unless instructed by Developer otherwise. The builder shall also insure that all cuts made by the utility companies in the roadway in front of the lot are properly repaired by said companies.

7.2. The builder shall keep the street clean in front of its construction. During the course of construction, mud and dirt shall be cleaned from the tires of construction vehicles before they travel on the streets of this subdivision. Under no circumstances shall a motor vehicle cross a lot to reach construction on another lot. The builder shall make any repairs necessary, should this occur.

7.3. Developer may require a deposit from builder or lot owner to ensure Restriction compliance of streets, swales and drainage, including lot cleanup upon completion.

8. Use of Front Lawn Area.

8.1 No portion of the within-described premises nearer to any roadway than the building lines as hereinabove fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants or for statuary and similar ornamentation for the purpose of beautifying said premises. Vegetables, or grains of the ordinary garden variety, may be grown upon such portion of the rear yard premises only, but no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

8.2 Each lot owner shall cause a sidewalk to be constructed on the street side(s) of their lot before occupying the house. The sidewalk shall be 48 inches wide, a minimum of 4 inches thick and is to have either fiber mesh or wire mesh installed within the concrete. Saw cuts or expansion cuts are to be no more than 48 inches apart. There shall be a light broom finish and the sidewalk shall be constructed so that uninformative emplacement will be maintained throughout the Development.

8.3 After the construction of a residence, the lot owner shall grade and either sod or seed and straw all portions of the lot.

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

8.5 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. If residence is un-repairable then owner shall remove remaining structure within 90 days of loss or damage.

9. Nuisance and Animals

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

9.2 No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept or maintained but not for any commercial purpose nor solely for breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. No persistent barking or highly aggressive pets are allowed.

10. Use of Other Structures, Trades and Vehicles.

10.1 No structure of a temporary character shall be permitted on any lot, except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or Development is completed.

10.2 No outbuilding, trailer, motor home, camper, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporary or permanently.

10.3 No trade or business of any kind including auto repair (for pay or no pay) (and no practice of medicine, dentistry, chiropractic, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display, provided said use terminates within eighteen (18) months from completion of the house.

10.4. No vehicles, such as a trailer, large truck, motorcycle, commercial vehicle, camper trailer, motor homes, camping vehicle, boat, or any vehicle not normally used as family vehicle (such as a car, van, pickup truck) shall be parked or kept on any lot at any time, unless housed in a garage, storage building or basement; nor shall these vehicles be parked in the street. Personal vehicles, such as a camper, boat, truck or any other

personal vehicle, shall not be parked on any street in the Subdivision in excess of twenty-four hours within any one calendar month period.

10.5 No vehicle shall be continuously or habitually parked on any street or public right-of-way.

10.6 No inoperable motor vehicles, with or without a legal license, shall remain on any street or lot for more than 24 hours within any one-month period. Repair to any motor vehicles owned by property owner is to be performed inside the garage or storage building.

11. Restricted Uses.

11.1 No place of public entertainment, boarding house, hotel, tavern, dance hall, or other commercial and/or business shall be established, conducted, maintained or suffered to remain upon said premises. No place of business shall be conducted from any lot, garage, storage building or residence.

11.2 No sign for advertising or for any other purpose shall be displayed on any lot or on a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. The restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. One builder sign per lot is permitted, but only during construction and the sign shall not exceed 32 square feet.

11.3 No house may be moved to or relocated on any lot within the subdivision. No pre-fabricated, modular or manufactured home may be placed on any lot; all homes shall be built by conventional construction methods (i.e. "stick built" homes only).

12. Duty to Maintain Lot.

12.1 It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance from property line to property line, including the front yard to the curb. Should any owner fail to do so, then Declarant, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Declarant or other performing party for the expense incurred in so doing. Maintaining and mowing of lots is required prior to, during and after construction of the residence.

12.2 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.

13. Electrical and Telephone.

13.1. Each Lot owner's electric utility service lines shall be underground throughout length of service line from Salt River RECC 's 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 borne by the respective lot owner upon which said service line is located.

13.2 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 termination points. Electric service lines, as installed, shall determine the exact location of said easements.

13.3 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 consent in writing of Salt River RECC's and Alltel Telephone Company, their successors and assigns.

13.4 Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces, including park, open and drainage space area. outlined by dash 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 Salt River RECC bringing service to the property shown on this plat it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

14. Drainage.

14.1 No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections for the sanitary sewage system shall be made with watertight joints in accordance with all applicable plumbing code requirements.

14.2. Proper drainage from houses to ditches is the sole responsibility of the homeowner, drainage easements are the lot owner's responsibility. Each lot owner shall maintain and/or construct swales between all adjoining lots if needed or required by developer.

14.3 If the lot owner changes the grade set by the Developer, the lot owner shall be responsible for making repairs to the grade to restore it to its original condition.

14.4. The Declarant hereto also expressly reserves to and for itself or its designee, the sole and exclusive right to establish grades, slopes and swales on the land hereby conveyed and to fix the grade at which any dwelling shall be hereafter erected or

placed hereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.

14.5. Enforcement shall be proceedings at law or in equity against any person and persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Fence or Wall Restrictions.

15.1 No fence or wall of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises except fences or walls to be installed in rear yards only. No vertical wooden privacy fences are allowed. No street side fences or walls shall be installed closer than the building line. No fences or walls shall be installed closer to the front than the rear building line of the house and the rear building line of the adjoining houses. No fence or wall is allowed to be erected that is more than 6 feet in height. Fence or wall must not create drainage problems. If drainage problem occurs from installation of fence or wall, it is the sole responsibility of the owner to correct. Each lot owner shall maintain a swale between each side and rear property line, if required.

15.2 Owners of lots 205 and 206 shall not construct a rear fence within the boundaries of the Woodland Protection Area. Owners of lots 272 to 276 may install a fence to provide privacy where the rear yard abuts Greenbriar Road. If a rear fence is installed, the fence must be a white, vinyl vertical slat fence and approved in writing by the Developer in order to provide uniformity.

15.3 Fences and permanent or temporary structures shall not be erected or located within or crossing the stream channel corridor, north of Meadowcrest Drive, defined as "Variable Storm Drainage Easement" for Lots 226 to 243, 251 to 253, 258 to 262. The easement area may be landscaped and mowed, but no further modifications to the grade or elevation of that area is allowed. Earth fill, grass clippings, leaves, or other materials shall not be allowed in the stream area or within the limits of the easement area. This includes the removal of any earth.

15.4 Fences for lots designated in Paragraph 15.3 shall not be constructed within three inches (3") of the finished ground surface in order to allow for the proper flow of storm water runoff. Soil fill materials, leaf and grass accumulations shall not be allowed to adversely impact the flow of surface water. If materials accumulate in ditches or swales following rain events, the homeowner shall remove blockage and shall be responsible for maintaining proper drainage as required in Paragraph 14.2, DRAINAGE.

16. Satellite Dishes

Satellite dishes shall be placed so as not to be seen from any street. Landscaping is an acceptable means to prevent the dish from being viewed from the street. Written approval from the Developer regarding location of satellite dishes is required before

placed hereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.

14.5. Enforcement shall be proceedings at law or in equity against any person and persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Fence or Wall Restrictions.

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16. Satellite Dishes

Satellite dishes shall be placed so as not to be seen from any street. Landscaping is an acceptable means to prevent the dish from being viewed from the street. Written approval from the Developer regarding location of satellite dishes is required before

installation. The proposed location shall be submitted to Developer at least four (4) business days prior to installation. This requirement is not an attempt to restrict installation, but to assist in providing a more appealing location.

It is the goal of the Developer to keep the development attractive and aesthetically pleasing for all homeowners. It is not the intent of the Developer to prevent the use of satellite dishes, but to assist in keeping the development appealing for the entire neighborhood.

17. Restrictions Run With Land.

17.1 The above Regulations, Covenants, Conditions, Restrictions and Reservations shall be deemed incorporated into every deed hereafter issued conveying any part of the premises above described, as if fully set forth therein by virtue of the recording of this Declaration in the Office of the Court Clerk of Bullitt County, Kentucky.

17.2. Unless cancelled, 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 years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in Stone Meadow Subdivision has been recorded, within sixty (60) days of an anniversary date aforesaid, agreeing to change these restrictions and covenants in whole or in part. Failure of any owner 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. The Declarant reserves and retains the right to change or alter any of the above Restrictions without notice or without anyone's consent. (Excepting paragraph 5 regarding the square footage requirements for the principal residence).

17.3. All property owners renting property covered by these restrictions shall notify the renter (tenant or lessee) concerning all Regulations, Covenants, Conditions, Restrictions and Reservations contained herein governing Lots 200 through 276, Stone Meadow Subdivision. Lot owner is the responsible for ensuring compliance with these restrictions.

17.4 These restrictions shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision.

18. Serverability.

Invalidation of any of these restrictions by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

19. Enforcement.

19.1. Upon an owner's failure to comply with the provision of any restriction(s), Developer or an entity, person or Association to whom it may assign the right, may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest thereon at twelve percent (12%) at the time such expenses are incurred, and the Developer or such other entity, person or Association to whom it may assign such right shall file a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage (but not to any other mortgage) thereon.

19.2. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Stone Meadow, by the Association formed under Paragraph 21 below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages.

19.3. Each lot owner shall comply strictly with the Regulations, Covenants, Conditions, Restrictions and Reservations set forth in this Declaration, with the By-laws of the Residents Association as more particularly described herein below and with the Rules and Regulations in relation to the use and operation of the community, recreation and common areas. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages and/or for injunctive relief. Such action may be maintained by a lot owner, the Developer and/or the Association on its own behalf or on behalf of the lot owners aggrieved, or by any person or entity who is aggrieved by such noncompliance. In any case of flagrant or repeated violation, lot owner, may be required by the Association to give sufficient surety or sureties for future compliance with said covenants, conditions, restriction, By-laws, Rules and Regulations. The lot owner, Developer, and/or Association may recover all of its costs of enforcement, including court costs and reasonable attorney's fees; and all of such costs shall be a continuing lien upon the Property involved.

19.4. In addition to any other remedy that it may have, the Association may levy a reasonable fine against a lot owner who has violated any covenant, condition or restriction set out in this Declaration, the By-laws or the Rules and Regulations, which fines shall be included in the Rules and Regulations. Before the fine can be levied, the lot owner must be sent written notice of the nature of the violation and be given thirty (30) days after the date of mailing to cure the violation. If the violation is not cured, the Board of Directors may levy a fine against the lot owner and against the Property. The fine may be filed as a lien and is otherwise enforceable as an assessment lien, through foreclosure or other civil action, and shall include the right to collect court costs, including reasonable attorney's fee. Each day of the violation may be considered a separate violation.

20. Invalidation.

Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above provisions by judicial proceedings or any other means shall in no way effect the validity of the others. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

21. Association Membership, Purpose And Voting Rights.

21.1 Organization of Association. The Developer shall establish a Homeowners Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Kentucky, to be operated in accordance with the Articles of Incorporation, which have been filed with the Secretary of State by Developer and the By-Laws duly adopted by the corporation.

21.2. Purpose. The purpose of the Association shall be as set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its Members. In carrying out its purposes, the Association shall have all powers allowed by chapter 273 of the Kentucky Revised Status.

In furtherance of the general purposes, the particular purposes of the Association are:

- a. To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Court Clerk's office.
- b. For maintaining, repairing and rebuilding the streets and any drainage easements and the parking area, common areas, crosswalks, storm drains, basins, lakes, landscaping, clubhouse, any common structure of facility, pool, nature trails, entrances, etc., whether owned by the Association or not, as shown on the plats of the Stone Meadow Subdivision, and acceptance of common area for purposes of operation, maintenance and repair unless such obligations are otherwise assumed by any municipal or government agency having jurisdiction thereof.
- c. To assess levy and collect the annual assessments and special assessments against each lot and Members of corporation under and as defined in the restrictions.

21.3. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual owners in all matters pertaining to the maintenance, repair and replacement as listed in this document, the determination of maintenance expenses, the collection of annual and special assessments, for the perpetuation of those listed, in this document and common benefit of all such owners. The Association shall also have the right, but not the obligation to act on behalf of any owner or owners in seeking enforcement of the covenants contained in this declaration. Neither the Association nor its officers or

authorized agents shall have any liability whatsoever to any owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of the willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent or reckless misconduct.

21.4. Board Of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association bylaws. The Board of Directors shall manage the affairs of the Association.

21.5. Membership. Every owner and the Developer shall be deemed Members of the Association. No owner, whether one (1) or more persons, shall have more than one (1) membership vote per lot owned. In the event the owner of a lot is more than one (1) person, votes and rights of use and enjoyment shall be as provided herein. The membership rights of a lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the provision of this Declaration and the bylaws.

21.6. Voting. The Association shall have two (2) classes of membership, Class A and Class B. Each Member (regardless of class designation) shall be entitled to one (1) vote for each one lot. The rights of the Class A and Class B Members with respect to voting matters shall be as follows:

21.7. Class A Membership. Class A membership shall be all owners (including Developer as to any lots it owns). The number of votes to which each Class A Member shall be entitled shall be in proportion to such Member's percentage interest, as defined above. Notwithstanding the foregoing, however, the Class A membership shall be no-voting during the Class B Control Period and such shall be subject to the voting control of the Class B Member as provided below.

In a situation where a Member is entitled to exercise the vote for its lot and more than one (1) person holds the interest in such lot, the vote for such shall be exercised as those persons determine among themselves and advise the secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote for such lot shall be suspended if more than one (1) person seeks to exercise it.

21.8. Class B Membership. The Class B Member shall be the Developer. The Class B Member shall be entitled to appoint all of the directors of the Board of Directors and shall be entitled to one hundred percent (100%) of the votes of the Class A Members as to all matters of the Association and the development during the Class B Control Period as hereinafter defined. The Class B Control Period shall begin as of the date of this Declaration and extend to the earlier of, (i) the date on which one hundred percent (100%) of the total lots of the development have been sold or conveyed to persons other than Developer, holding title solely for purposes of development or sale; or (ii) the date on which Developer determines that the Class B Control Period shall end and notice of

such termination is filed by means of an instrument recorded in the Bullitt County Clerk's Office. Upon termination of the Class B membership, Developer shall give notice to all Class A Members with regard to the formation of a new Board of Directors.

21.9. Developer to Act. At any time during the Class B Control Period, Developer shall have the right and authority to act on behalf of the Association and in lieu of the Board of Directors; provided however, such shall not eliminate the requirement of the Developer to account for the funds of the Association and prepare the budget as required below.

21.10. Voting Percentages. Except where a different percentage is specified in the Declaration as to any vote requiring the approval of the Members of the Association, a voting percentage of sixty percent (60%) of the Members shall control for decision-making purposes.

21.11. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds (2/3) of the lots, provided however, that any such amendment of this Declaration shall not bring about inequitable assessments on any particular owner. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendments shall not be effective until recorded in the Bullitt County Court Clerk's Office.

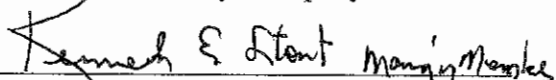
22. Amendments to Articles and Bylaws.

Nothing in this Declaration of Restriction shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

IN WITNESS WHEREOF, the undersigned Owner / Developer, of Stone Meadow Subdivision, Section 2 has hereunto set his hand this 31 day of MARCh, 2006.

Oakbrooke Properties, LLC

A Limited Liability Company


By: Kenneth E. Stout, Managing Member

State of Kentucky
County of Bullitt

I, a Notary Public in and for the county aforesaid, do hereby certify the foregoing instrument was produced and acknowledged by Kenneth E. Stout, Managing Member of Oakbrooke Properties, LLC to be his true act and deed of said Limited Liability Company.

Witness my hand this 31st day of MARCH, 2006.

Katrina Serrell
Notary Public, Kentucky State at Large

My commission expires: 9-9-06

Instrument prepared by:

Kenneth E. Stout, Managing Member
Kenneth E. Stout, Managing Member
Oakbrooke Properties, LLC
PO Box 170
Mt. Washington, KY 40047
(502)955-7516

DEED TAX
LODGED AND RECORDED HERE
2006 APR -4 PM 1:51
NORA MCCAWLEY
BULLITT COUNTY CLERK
BY Palatino D.C.
FEE PD. ST. 3 REC
CLK 33
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