

After Recording Return Original To:

Autumn Glen Development
P O Box 170
Mt Washington, KY 40047

BOOK 0514 PAGE 754

81668

AUTUMN GLEN DEVELOPMENT, LLC

Section II

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION made on the date hereinafter set forth by AUTUMN GLEN DEVELOPMENT, LLC, hereinafter referred to as "DECLARANT"

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Bullitt County, Kentucky, known as Autumn Glen Subdivision, Section II, Lots 52 – 109, a plat of which is recorded in Plat Cabinet 2, Slide 463 in the office of the Clerk of the Bullitt County Court

Being part of the same land conveyed to Autumn Glen Development LLC by Deed recorded in Deed Book 443, Page 384, and Deed Book 443, Page 386, in the office of the Clerk of the Bullitt County Court

AND WHEREAS, the Declarant will convey the said properties, subject to certain protective regulations, covenants, conditions, 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 restrictions, regulations, covenants 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 thereof, and shall inure to the benefit of each owner thereof

RESTRICTIONS

The DECLARANT (subdivider) 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

1 Primary Use Restrictions.

(a) Said real estate shall be used exclusively for single family, private dwelling houses, or patio home purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family and not to exceed two and one-half stories in height and containing a private, minimum two-car attached garage for the

sole use of the owner and occupants of the lot. However, notwithstanding the foregoing, the owner of the lot on which a single family dwelling has been or is being constructed may also construct on that same lot a pool house or storage structure (not to exceed 15% of house floor area) provided the Developer or such entity, person or association to whom it may assign such right has expressly, in its sole discretion, approved in writing the design, use, location and materials of such structure. No log homes, underground or berm homes will be allowed. No structure may be moved to or relocated on any lot within the subdivision known as Autumn Glen Development. No pre-fab or modular homes can be placed on lots and all homes are to be built by conventional construction methods.

(b) Garages and Garage Units shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family room(s), bedroom(s), office(s), recreational room(s), etc., without the developer's approval. No building or structure shall be used for any commercial use.

(c) Notwithstanding the above, Lot #61 may be used for a clubhouse, including recreational purposes. See exceptions referenced in Paragraph 15 as it relates to builder's model home or office.

2 Subdivision of Lots; Easements, Extensions and Approval of Construction and Landscape Plans.

Lots may not be further subdivided. However, a lot may be split and sold to the adjoining lot owners and shall become a part thereof.

No easements, extensions or utility services including water, sewer, electric or roadway shall be extended unless approved in writing by the Developer.

No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plat survey showing the (a) location or improvements on the lot; (b) the grade elevation (1 of proposed top of foundation, wall, basement and top of curb); (c) showing the type of exterior material; (d) square footage of improvement; (e) roof pitch; and (f) the location and size of the driveway (which shall be asphalt or concrete), shall have first been approved in writing by the Developer.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing. Such plan shall show trees, shrubs and other plantings.

References to "Developer" in the paragraph shall include any entity, person or association to whom Developer may assign the right of approval. Any assignment will be in writing. References to "structure" in this paragraph shall include, but not be limited to, any buildings or structure (including an attached or detached garage), fence, wall, pools, antennae, and microwave and other receivers and transmitters (including those currently called "satellite dishes"). Any approval of satellite dishes, antennae, microwave dishes and etc. will require construction so as not

to be seen from the street

3 Building Materials; Roof; Builder.

(a) The exterior building material of all structures (including storage buildings or pool house) shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, vinyl siding, manufactured masonry, drivet, or other products) may be attractive and innovation, and reserves the right to approve in writing the use of other exterior building materials

(b) The roof pitch of any residential structure shall not be less than 6 inches vertical for every 12 inches horizontal for structures with more than one story, and 7 inches vertical for every 12 inches horizontal for one story structures. A 5 inch vertical for every 12 inch horizontal pitch may be granted on a rear roof section (2nd story only) of the house (i.e.: cape cod style) with Developer's written approval. Front and rear porch pitches may be reduced subject to style of house with developer's written approval (i.e.: wrap around style houses)

(c) Any flue, chimney or chase is to be constructed of the same material as a majority of the house's exterior product

(d) 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, landscaping, etc

4 Architectural Control And Lot Maintenance

(a) No house, building, drive, garage, landscaping or any improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the 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 Developer and shall conform to the approved construction plans of the Development. Silt control is required at all times during construction. Drainage of each lot shall conform to the general drainage plans of Developer for the Subdivision. No storm drains, roof down spouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. Each lot owner shall maintain and/or construct swales between all adjoining lots if needed or required by developer

(b) Each lot owner and/or builder shall construct, or cause to be constructed, and maintain a swale between each side and rear property line

(c) No fence, building, fill dirt, or any obstruction may be erected within 3 feet of the side or rear property line without prior written approval by the Developer. Developer or government authority shall have the right to remove any obstruction erected within the 3 foot area on each side

of the side or rear property line if said obstruction impedes drainage flow. All cost for said removal of obstruction shall be chargeable to and reimbursable from the property owner.

(d) 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.

(e) From and after the date of deed, it shall be the duty of each lot owner to keep the grass on the lot property cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, the Developer, or any entity, person or association to whom it may assign the right, may take such action as it seems appropriate, including mowing, in order to make the lot neat and attractive. The owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest thereon, and the Developer or other such entity, person or association to whom it may assign such right, shall have 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. Developer may perform all mowing if not done by the owner. The owner will pay the cost of mowing plus 15% and is subject to a late payment charge.

5 Setbacks.

No structure shall be located on any lot nearer to the front lot line or side street line than the minimum building setback lines shown on the recorded plat of Autumn Glen, Section I. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations or record plat.

6 Minimum Dwelling Size.

(a) Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the floor area of any residential structure.

(b) The total above ground floor area of each residential structure erected or placed on Lots 52 – 60, 62, 63, 64, 101 - 109 shall not be less than:

(1) One story - 1,700 square feet

(2) Two story - 1,700 square feet -- at least 1,100 sq ft on first floor with balance as required on 2nd floor

(3) Cape Cod - 1,700 sq ft – at least 1,200 sq ft on first with balance as required on 2nd floor. Areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five feet high at all wall locations.

(c) Other styles and designs may be permitted with Developer's written approval.

The total above ground floor area of each residential structure erected or placed on the remaining lots in Section II shall not be less than:

- (1) One story - 1,500 square feet
- (2) Two story - 1,500 square feet -- at least 1,000 sq ft on first floor with balance as required on 2nd floor
- (3) Cape Cod - 1,500 sq ft – at least 1,000 sq ft on first with balance as required on 2nd floor Areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five feet high at all wall locations
- (4) Other styles and designs may be permitted with Developer's written approval

7 Approval Of Additional Garage Or Storage Building Required

In addition to the attached garage, (item 1) 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 erected on the premises shall be larger than two car capacity (576 sq ft). No storage building or storage unit erected on the premises shall be larger than 15% of the total dwelling square footage (maximum 225 sq ft). No living quarters shall be allowed in or above detached garages or storage buildings. The front of any detached garage or storage building must be built with the same materials as the veneer on the house. The sides and rear shall be brick and/or masonry or the same material as the house. Only one detached building may be erected on a lot. The roofing materials should be of matching color and the same material as is on the house.

8 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. All mud and dirt shall be removed from the street by the builder. 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. Materials and/or overruns (concrete, etc) shall not be placed or dumped on another lot. Removal of said materials and/or overruns will be at the builder's expense.

9 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. 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 or by builder.

10 Use of Other Structure and Vehicles.

(a) 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

(b) No outbuilding, trailer, 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, temporarily or permanently

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, motor home, camping vehicle, boat or other similar vehicle shall be parked or kept on any lot at any time, unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the Subdivision. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar month. None of the above vehicles shall be continuously or habitually parked on any street or public right-of-way

(d) Without the prior written consent of the Board of Directors, or except in case of temporary loading or unloading, no part of the Development (except garages) shall be used for parking of any trailer, truck, boat, motorcycle, scooter, equipment or anything other than operative, currently licensed automobiles. Guests and invitees of Lots #1-12, 41 and 43 shall be permitted to park on paved "private egress and ingress easements" (not to exceed a 48-hour continuous time period) designated for this purpose, provided that it shall not obstruct traffic flow or unreasonably inconvenience other Property Owners. Vehicles parked in violation of any part of this Declaration or in violation of any rules or regulations promulgated by Board of Directors, shall be towed away and stored at the owner's risk and expense

11 Nuisance and Animals.

(a) 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

(b) No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred or kept in the Development, except that dogs, cats or other household pets may be kept in residential Units, provided that (1) they shall not be permitted to run loose and (2) they are not kept, bred or maintained for any commercial purpose nor 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 or controlled by the pet owner when not confined to the lot. Barking dogs or pets may be a nuisance.

Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Development upon seven (7) days written notice from the Board of Directors. Pets permitted as above shall be leashed or restrained during walking or exercise within the common area. An owner shall be responsible for cleaning up after his pet

12 Landscaping; Sidewalks; Driveways; Trees.

(a) No portion of the within-described premises nearer to any highway 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 premises 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.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot on or before completion of their house. At such time as 90% of the lots in the Section, whether or not the lot owner has begun construction on the particular lot he has purchased, a sidewalk will be installed by all property owners, including the remaining lots to be sold. Said sidewalk to be constructed on the street side(s) of their lot before occupying the house. The sidewalk shall be 48 in wide, a minimum of 4 in 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" apart. There shall be a light broom finish and the sidewalk shall be constructed so that uniformity of placement will be maintained throughout the development. A full set of specifications can be obtained from the Developer.

(c) After the construction of a residence, the lot owner shall grade and either sod or seed and straw that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The remaining sides and rear yards shall be seeded or sodded.

13. Mail and Paper Boxes.

All mail boxes and paper boxes shall be supplied by the Developer at a reasonable cost to the homeowner or builder in order to provide uniformity. It will be the owner's responsibility to obtain a mail box from the developer. It shall also be the owner's responsibility to install this mail box.

14. Clothes Lines; Fences; Walls and Certain Pools.

(a) No permanent outside clothes lines shall be erected or placed on any lot.

(b) All fencing and walls for fencing must be approved by Developer or by an entity, person or association to whom it may assign the right. Plans must be submitted to the Developer showing type, size and location of proposed fence (see Paragraph 4).

(c) No swimming pools shall be erected or placed on any lot, unless its design and placement, including fencing and landscaping, are first approved in writing by Developer or by an entity, person or association to whom it may assign the right.

(d) All windows shall receive window treatments so as not to be unsightly from any street.

15. Business: Home Occupations.

No trade or business of any kind (including the practice of medicine, dentistry, chiropractic

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 or of Paragraph 1, a new house may be used by a builder thereof as a model home for display with the builder's own office, provided said use is terminated within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any entity, person or association to whom it may assign such right. Lot # 61 (clubhouse) may be used by the Developer or Realtor assigned by Developer for marketing and selling of lots.

16. Signs.

No sign for advertising or for any other purposes shall be displayed on any lot or a building or a structure of any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided however, Developer shall have the right (1) to erect larger signs when advertising the Subdivision; (2) to place signs on lots designating the lot number of the lots; and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. A builder may erect a construction sign (only during construction) of no more than 32 square feet and must be removed when owner moves in.

17. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. The Project shall be kept free and clear of rubbish, debris and other unsightly materials. Trash and garbage containers shall not be permitted to remain outside any Lot except on days of trash collection or after 6:00 pm on the days prior to the days of trash collection.

18. Restrictions Run With Land.

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 Autumn Glen Development 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.

19. Enforcement.

(a) Each Property owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-laws of the Board 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 Property Owner or the

Board on its own behalf or on behalf of the Property Owners aggrieved, or by any person or entity who is aggrieved by such noncompliance. In any case of flagrant or repeated violation of a Property Owner he may be required by the Board to give sufficient surety or sureties for his future compliance with said covenants, conditions, restriction, By-laws, Rules and Regulations. The Property owner, Developer, or Board 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.

(b) In addition to any other remedy that it may have, the Board of Directors can levy a reasonable fine against a Unit owner who has violated any Rule, Regulation, Covenant, Condition or Restriction set out in this Declaration, the By-laws or made by the Board of Directors. Before the fine can be levied, the Property 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 Property Owner and against the Property. The fine may be filed as a lien and is otherwise enforceable as an assessment lien, including by foreclosure and including the collection of reasonable attorney's fees. 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 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 Residents; Maintenance Association; Assessments.

(a) The Articles of Incorporation of Autumn Glen Homeowners Association, Inc. ("Association"), which may be amended from time to time, dated the ____ day of _____, _____ are recorded in Book ____, Page _____, in the office of the Clerk of Bullitt County, Kentucky. Every owner of a lot in this section of Autumn Glen (and such other sections which Developer may be future deed, restrictions so provide) shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.

(b) Developer shall have a representative on the Board with full rights and power as all Directors until all lots in the Development have been sold or this section (21B) is waived.

(c) The purposes 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 Statutes.

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

- 1 To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Court Clerk's office
- 2 For maintaining, repairing and rebuilding the streets and any drainage easements and the parking area, common areas, crosswalks, storm drains, basins, lakes, 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 Autumn Glen 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
- 3 To assess levy and collect the annual assessments and special assessments against each lot and members of corporation under and as defined the restrictions

(d) Any assessment levied by the Association shall be used only for purposes generally benefitting the Association and its members, and shall constitute a lien upon the lot and shall be enforceable against the real estate by foreclosure or otherwise

(e) The initial assessment in favor of the Association hereunder shall be \$150 00 per year per lot beginning July 1, 2000 After January 1, 2001, the Board of Directors may, from time to time increase or decrease the assessment The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment Non-payment will result in late payment penalties as assessed by the Board of Directors

(f) Notwithstanding anything to the contrary contained in Paragraph 21E, neither the Declarant nor the Developer (nor any builder, (maximum of 18 months) who has purchased his or its lot from the Developer so long as such builder owns such lot and no one lives in the residence constructed on such lot) shall be liable for or pay any assessments to the Association with respect to any lots as to which they, or it, hold title

22 Amendments to Articles and Bylaws.

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

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21st day
of November, 2000

AUTUMN GLEN DEVELOPMENT, LLC

By Kenneth E. Stout Managing Member
Kenneth E Stout, Managing Member

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 AUTUMN GLEN DEVELOPMENT, LLC, Kenneth E Stout, Managing Member, party thereto, to be his true act and deed and the true act and deed of said LLC

Witness my hand this 21st day of November 2000

Ginny Whitt
NOTARY PUBLIC, KENTUCKY STATE AT LARGE
My commission expires: 11-16-04

Instrument drafted by:

[Signature]
PORTER & ASSOCIATES
Linda S Bouvette, Attorney at Law
P O Box 509
Taylorsville, Kentucky 40071
502 477-6412

[Vertical Stamp]
BULLITT COUNTY, KY
NOTARY PUBLIC
Ginny Whitt
11-16-04

89387

AUTUMN GLEN DEVELOPMENT, LLC

Section II

FIRST AMENDMENT TO THE
DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND
RESTRICTIONS

This FIRST AMENDMENT TO THE DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, for Autumn Glen Development, LLC, Section II, made on the date hereinafter set forth by AUTUMN GLEN DEVELOPMENT, LLC, hereinafter referred to as "Owner/Developer"

WITNESSETH:

WHEREAS, the Owner/Developer is the owner of certain property in Bullitt County, Kentucky known as Autumn Glen Subdivision, Section II, Lots 52 – 109, a plat of which is recorded in Plat Cabinet 2, Slide 463 in the office of the Clerk of the Bullitt County Court and

WHEREAS the Declaration of Regulations, Covenants, Conditions and Restrictions (Restrictions') for Autumn Glen Development, LLC, Section II is of record in Deed Book 514 Page 754 in the Bullitt County Court Clerk's Office and

WHEREAS the Owner/Developer now desires to amend the Restrictions to reduce the square footage requirements

NOW THEREFORE, the Owner/Developer does hereby amend the restrictions of record in Deed Book 514, Page 754 in the Bullitt County Court Clerk's Office, as follows.

1 Paragraph 6 of the original restrictions is hereby amended as follows

6 Minimum Dwelling Size.

(a) Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the floor area of any residential structure

(b) The total above ground floor area of each residential structure erected or placed on Lots 52 – 60 62 63 64 101 - 109 shall not be less than:

(1) One story - 1,500 square feet

(2) Two story - 1,500 square feet -- at least 800 sq ft on first floor with balance as required on 2nd floor

(3) Cape Cod - 1,500 sq ft – at least 900 sq ft on first with balance as required on 2nd floor Areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five feet high at all wall locations

(c) Other styles and designs may be permitted with Developer's written approval

The total above ground floor area of each residential structure erected or placed on the remaining lots in Section II shall not be less than:

- (1) One story - 1,350 square feet
- (2) Two story - 1,500 square feet -- at least 800 sq ft on first floor with balance as required on 2nd floor
- (3) Cape Cod - 1,400 sq ft - at least 900 sq ft on first with balance as required on 2nd floor Areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five feet high at all wall locations
- (4) Other styles and designs may be permitted with Developer's written approval "

3 The restrictions set forth in Deed Book 514, Page 754 in the Office aforesaid as amended hereinabove are hereby ratified and reaffirmed

4 Jason St Clair, Unmarried, as owner of Lot 89, Autumn Glen Subdivision. Section II by deed dated 12-06-2000 of record in Deed Book 515, Page 630 in the Bullitt County Court Clerk's Office hereby signs these amended restrictions acknowledging the amendments accepting and agreeing to same

IN TESTIMONY WHEREOF, witness the signature of the Owner/Developer this _____ day of May, 2001

AUTUMN GLEN DEVELOPMENT, LLC

By: Kenneth E. Stout
Kenneth E. Stout, Managing Member

Jason St. Clair
JASON ST CLAIR

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 AUTUMN GLEN DEVELOPMENT, LLC, Kenneth E Stout, Managing Member party thereto, to be his true act and deed and the true act and deed of said LLC

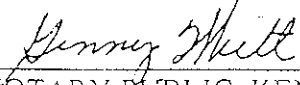
Witness my hand this 18th day of May, 2001

Ginny Whitt
NOTARY PUBLIC, KENTUCKY STATE AT LARGE
My commission expires: 11-6-2004

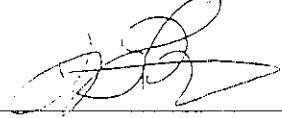
STATE OF KENTUCKY
COUNTY OF BULLITT

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 **JASON ST CLAIR**, party thereto, to be his true act and deed

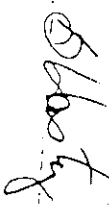
Witness my hand this 18th day of May, 2001.


NOTARY PUBLIC, KENTUCKY STATE AT LARGE
My commission expires 11-6-2004

Instrument drafted by



PORTER & ASSOCIATES
Linda S. Bouvette Attorney at Law
P.O. Box 509
Taylorsville, Kentucky 40071
502-477-6412

RECORDED
INDEXED
01 MAY 23 AM 10:23
BULLITT COUNTY CLERK
BY 
D.C.