

**RESTRICTIVE COVENANTS FOR
SECTION 1
OF
WOLF TRACE SUBDIVISION**

BALL HOMES, INC. (“Developer”), is the owner of Section 1 of Wolf Trace Subdivision (the “Property”). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Wolf Trace Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property. In the event that Developer exercises its right to approve any such plans and specifications, Developer’s approval shall be based upon its sole and reasonable discretion.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages or any other type of outbuilding (other than one single family residence per subdivided lot) shall be constructed on the Property. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, boats or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property or on any portion of the Property other than inside a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property. Furthermore, permitted receivers and transmitters must be located so as to not be visible from any street or right-of-way within Wolf Trace Subdivision.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or 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. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until June 30, 2029, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Jefferson County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence. No chain link fences shall be permitted.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Wolf Trace Subdivision, as shown on the subdivision plat of record in Plat Book 45, Page 58-59 as well as any amendments thereto, in the Office of the Jefferson County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Jefferson County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Wolf Trace Homeowners Association, Inc. (the "Association") shall be responsible for maintaining such areas. All lot owners in Wolf Trace Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association.

18. **CHAMBERLAIN LANE LANDSCAPING.** The landscaping installed by the Developer on lots 1, 11, 12, 131, 132, 133 and 211 (the "Landscaped Lots") was required by the Louisville and Jefferson County Planning Commission for the purpose of maintaining a rural character along Chamberlain Lane. Said landscaping shall remain as installed on the Landscaped Lots and no person, including any owner of any lot upon which the landscaping is located, shall alter or remove the landscaping. The Developer and the Association shall have an easement for ingress and egress on, over and across the Landscaped Lots for the purpose of maintaining, repairing and replacing the landscaping. The Association shall assume this obligation and all rights imposed upon and reserved by the Developer under this Paragraph 18 immediately after Developer's completion of the initial installation of the landscaping.

19. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

20. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

21. **MAINTENANCE OF COMMON AREAS.** Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

BALL HOMES, INC.

BY: W.R.

ITS: V.P.

STATE OF KENTUCKY)
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this the 16th day of June, 1999, by Mike Ball, as Vice President of Ball Homes, Inc., a Kentucky corporation, on behalf of the corporation.

Jonathan R. Norris

NOTARY PUBLIC

My commission expires: August 16, 1999

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris

Jonathan R. Norris, Esq.
3399 Tates Creek Road
Lexington, Kentucky 40502
(606) 268-1791

J051799D

Recorded in Plat Book

No. 45 Page 58-59

Part No. _____

Document No.: DN1999102683
Lodged By: BALL HOMES INC
Recorded On: 06/18/1999 11:00:42
Total Fees: 16.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw
Deputy Clerk: KELMGL

END OF DOCUMENT

**RESTRICTIVE COVENANTS FOR
SECTIONS 2A & 2B
OF
WOLF TRACE SUBDIVISION**

BALL HOMES, INC. (“Developer”), is the owner of Sections 2A and 2B of Wolf Trace Subdivision (the “Property”). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Wolf Trace Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property. In the event that Developer exercises its right to approve any such plans and specifications, Developer’s approval shall be based upon its sole and reasonable discretion.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages or any other type of outbuilding (other than one single family residence per subdivided lot) shall be constructed on the Property. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, boats or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property or on any portion of the Property other than inside a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property. Furthermore, permitted receivers and transmitters must be located so as to not be visible from any street or right-of-way within Wolf Trace Subdivision.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or 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. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until June 30, 2030, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Jefferson County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence. No chain link fences shall be permitted.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Wolf Trace Subdivision, as shown on the subdivision plat of record in Plat Book 46, at Pages 67 and 68, as well as any amendments thereto, in the Office of the Jefferson County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Jefferson County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Wolf Trace Homeowners Association, Inc. (the "Association") shall be responsible for maintaining such areas. All lot owners in Wolf Trace Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association.

18. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

19. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Louisville and Jefferson County Planning Commission. Furthermore, upon Developer's receipt of a written request from the Jefferson County Planning Commission regarding the transfer of an open space lot, Developer will cause such lot to be conveyed to a unit of local government or a non-profit entity which is identified in such request. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

20. **MAINTENANCE OF COMMON AREAS.** Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

BALL HOMES, INC.

BY: [Signature]

ITS: President

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 23rd day of June, 2000, by Lay Ball, as President of Ball Homes, Inc., a Kentucky corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My commission expires: 5-24-2001

THIS INSTRUMENT PREPARED BY:

[Signature]
Jonathan R. Norris, Esq.
3399 Tates Creek Road
Lexington, Kentucky 40502
(606) 268-1191
J051500A

Document No.: DN2000085576
Lodged By: BALL HOMES INC
Recorded On: 06/29/2000 11:04:34
Total Fees: 14.00
Transfer Tax: .00
County Clerk: Bobbie Hoisclaw-JEFF CO KY
Deputy Clerk: EVENAY

END OF DOCUMENT

Recorded In Plat Book
No. 46 Page 67+68
Part No. _____

**RESTRICTIVE COVENANTS FOR
SECTION 3
OF
WOLF TRACE SUBDIVISION**

BALL HOMES, INC. (“Developer”), is the owner of Section 3 of Wolf Trace Subdivision (the “Property”). Developer desires to maintain uniformity with respect to the use and occupancy of said Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots in Wolf Trace Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of said Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Property shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Property other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Property shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Developer is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Property. In the event that Developer exercises its right to approve any such plans and specifications, Developer’s approval shall be based upon its sole and reasonable discretion.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages or any other type of outbuilding (other than one single family residence per subdivided lot) shall be constructed on the Property. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and maintaining temporary tool or storage sheds or field offices on the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, boats or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in the Property or on any portion of the Property other than inside a garage or an approved storage facility. No microwave, dish, or other receiver or transmitter exceeding twenty four (24) inches in diameter, outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property. Furthermore, permitted receivers and transmitters must be located so as to not be visible from any street or right-of-way within Wolf Trace Subdivision.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the applicable recorded subdivision plat for such lot.

8. **LOT CONDITION.** In the event the owner of any lot within the Property fails to keep or maintain the lot in a good condition, free of trash or weeds and grass over 9" in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Property, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or 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. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Property.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Property or on a building, structure or anywhere else on any lot within the Property except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provision, which shall remain in full force and effect.

13. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2031, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Jefferson County Clerk's office.

14. **FENCES.** No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural floor of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence. No chain link fences shall be permitted.

15. **AREA PROTECTED.** The above restrictions, covenants and conditions shall apply only to Section 3 of Wolf Trace Subdivision, as shown on the subdivision plat of record in Plat Book 47, at Page 87, as well as any amendments thereto, in the Office of the Jefferson County Clerk and shall be considered covenants running with the land.

16. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable Jefferson County Subdivision Regulations and Zoning Ordinances as adopted from time to time.

17. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS; HOMEOWNERS ASSOCIATION.** Unless and until the appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the Wolf Trace Homeowners Association, Inc. (the "Association") shall be responsible for maintaining such areas. All lot owners in Wolf Trace Subdivision shall automatically become members of the Association upon their acceptance of their deeds whereupon they will be deemed to have agreed to abide by the terms and provisions of the By-laws and all rules and regulations promulgated by the Association.

18. **MAIL AND PAPER BOXES.** A mailbox and paper holder selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner.

19. **COMMON AREAS; OPEN SPACE; ETC.** Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of the local government involved and the approval of the Louisville and Jefferson County Planning Commission. Furthermore, upon Developer's receipt of a written request from the Jefferson County Planning Commission regarding the transfer of an open space lot, Developer will cause such lot to be conveyed to a unit of local government or a non-profit entity which is identified in such request. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

20. **MAINTENANCE OF COMMON AREAS.** Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

BALL HOMES, INC.

BY: *Kevin A. Pigen*

ITS: *Louisville Operations Manager*

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this the 5th day of December, 2001, by Kevin A. Pigen, as Louisville Operations Manager of Ball Homes, Inc., a Kentucky corporation, on behalf of the corporation.

Charles A. Stuckey
NOTARY PUBLIC

My commission expires: 10/30/2003

Recorded In Plat Book

No. 47 Page 87

Part No. _____

THIS INSTRUMENT PREPARED BY:

Jonathan R. Norris
Jonathan R. Norris, Esq.
3399 Tates Creek Road
Lexington, Kentucky 40502
(606) 268-1191
J051500A

Document No.: DN2001207351
Lodged By: WOLF TRACE SUBDIVISION
Recorded On: 12/06/2001 12:46:34
Total Fees: 14.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: YOLL062

END OF DOCUMENT