

**BATTLEFIELD ESTATES PHASE I
FIRST AMENDMENT AND RESTATEMENT OF DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS**

For Lots 1 through 12, inclusive
For Lots 17 through 59, inclusive
For Lots 71 through 99, inclusive

The Declaration of Easements, Covenants and Restrictions made on July 22, 1999 are recorded in Miscellaneous Book 132, at page 316, in the records of the Madison County Court Clerk, Richmond, Kentucky. The Declaration of Easements, Covenants and Restrictions were amended on _____, by this First Amendment and Restatement recorded in Miscellaneous Book _____, page _____, in the office aforesaid same having been approved at a duly called meeting of the Battlefield Estates Homeowners Association, Inc. held on _____.

Lots 57 and 58 have been combined into Lot 57A and Lots 97 and 98 have been combined into Lot 97A.

Lots 1, 2, 17, 18, 53 and 54 have been converted to a public/common area or other non-residential use.

Unless the use of said lot changes, the lot owners of said public/common area or other non-residential use lots shall have no vote nor rights under these Declarations as it regards Battlefield Estates Phase I and the owner of said lots are exempt from paying dues regarding said lots and shall be governed only by paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of this First Amendment and Restatement of Declaration of Easements, Covenants and Restrictions. However, if the use changes for said lots or they are reconstituted to residential lot use, then this First Amendment and Restatement of Declaration of Easements, Covenants and Restrictions shall immediately govern said lots, and all paragraphs thereof shall apply to said lots and said lot owners with no further action necessary.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into on this ___ day of _____, 2014.

WITNESSETH:

THAT WHEREAS, the Homeowners are the owners of Battlefield Estates in the County of Madison, Kentucky; and

WHEREAS, in an effort to maintain uniformity in the use and occupancy of lots in Battlefield Estates, the Battlefield Estates Homeowner's Association and the creation and amendment of certain restrictions as to the lots in the subdivision;

NOW, THEREFORE, the Battlefield Estates Homeowner's Association Inc., its members and lot owners in Battlefield Estates do acknowledge the importance of and hereby amends and re-establishes the following Easements, Covenants and Restrictions as to the use and occupancy of the above referenced lots in Battlefield Estates, as shown by plat of record in the Office of the Madison County Court Clerk, which are restated and amended as follows:

1. PRIMARY USE RESTRICTIONS. The above-referenced lots in Battlefield Estates shall be used only for single family residential 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 (excluding any domestic servants living on the premises), not to exceed two and one-half stories in height.

2. APPROVAL OF CONSTRUCTION PLANS. It is the intention of these restrictions and conditions that only residences of architectural merit, good design and suitable material shall be erected in Battlefield Estates. Accordingly, the plans and specifications for the erection or the alteration of any building, fence, wall, pool, gazebo or other structure must be approved in writing by Battlefield Estates Homeowner's Association, Inc. of Battlefield Estates before construction is begun. The plans submitted must show the nature, kind, shape, height, materials and floor plans. The plans and specifications shall be left on file with Battlefield Estates Homeowner's Association, Inc. of Battlefield Estates. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Battlefield Estates Homeowner's Association, Inc. must approve all exterior building materials, color combinations and style of roof and shingles. Battlefield Estates Homeowner's Association, Inc. is not responsible for making sure the house plan fits on the designated lot or does not encroach on easements or building lines. That is the responsibility of the owner and his/her builder. The owner and builder are responsible for complying with all subdivision regulations of Madison County or its successors, including setbacks and all local, state and federal building codes or ordinances.

3. BUILDING MATERIALS. All exterior building materials shall be either brick, stone, brick veneer or stone veneer, or a combination of same and shall extend to the ground level on all sides of the building.

4. SETBACKS. No building shall be located on any lot nearer than twenty-five feet to the front lot line or nearer than eight feet to any side lot line. In any event, all buildings shall be located upon any lot in such a manner as to conform to the

applicable regulations of the Madison County Planning Commission or Madison Fiscal Court.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story house shall have a minimum of 2,000 square feet on the ground floor, exclusive of the basement, garages, porches and breeze ways.

(b) All one-and-a-half (1 ½) story houses shall have a minimum of 2,100 square feet of total floor space exclusive of the basement, garages, porches, and breeze ways.

(c) All two (2) story houses shall have a minimum of 2,100 square feet of total floor space exclusive of the basement, garages, porches, and breeze ways.

6. NUISANCES. No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to the neighborhood.

No trash receptacles shall be placed/stored in front of or on the side of any house or townhome, except on the designated trash pickup days. They shall be stored inside the garage or in the rear of the house in a non-conspicuous manner.

7. USE OF OTHER STRUCTURES AND VEHICLES.

(a) No temporary structures shall be permitted on any lot.

(b) No outbuildings, trailer, tent, garage, barn or other similar structure shall be erected on a lot.

(c) No trailer, truck motor home, boat or commercial vehicle shall be kept on any lot at any time unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no operable vehicle shall be parked on any street lot except on driveways in Battlefield Estates.

8. GARAGES. Garages may be rear, front or side entry garages on the main level or may be located within the basement. Front entrance garages must have architectural appeal. The design should be part of the initial plans presented to the Battlefield Estates Homeowner's Association, Inc. and is to be approved by the Battlefield Estates Homeowner's Association, Inc. in writing.

9. LANDSCAPING. After the residence has been constructed, the lot owner shall be responsible for grading and sodding between the sidewalk and the pavement or any abutting streets. The landscaping plan submitted to the Battlefield Estates Homeowner's Association for approval shall include the following requirement:

- (a) Landscaping shall be completed within thirty (30) days of occupancy of the residence.
- (b) Within thirty days of completion, all front and side yards must be completed sodded. The back yard may be either seeded or sodded.
- (c) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.
- (d) No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.
- (e) A minimum of two (2) trees and ten (10) items of shrubbery shall be planted in the front yard of each lot.

10. DRIVEWAYS AND SIDEWALKS. Each lot owner will be responsible for installing and maintain a four-foot wide concrete sidewalk, 9 feet from back of curb and running the entire width of the lot. Each sidewalk will be placed in such a manner as to be compatible with existing driveways and uniform with joining sidewalks. No coloring of concrete sidewalks or driveways shall be permitted. Driveways shall be concrete or brick and must be completed within one year of completion of the house.

11. BUSINESS/HOME OCCUPATIONS. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, 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.

12. CLOTHESLINES. No outside clotheslines shall be erected or placed on any lot.

13. DRAINAGE. Drainage of each lot shall be in conformity with the general drainage plan of the subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with the plumbing code requirements.

14. DISPOSAL OF TRASH. No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. During construction, all waste shall be kept in on-site containers.

15. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area),

provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be confined to the residence on that lot and not permitted to run or stray upon other lots or remain confined outside. No kennels or runs for dogs are permitted, including chain line fences to contain dogs. Residents walking dogs on leashes in the community shall remove waste caused by the dog.

16. OWNER'S DUTY TO MAINTAIN PROPERTY. Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If lot owner fails to so maintain the lot, Battlefield Estates Homeowner's Association, Inc., or any assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse Battlefield Estates Homeowner's Association, Inc. for any expenses incurred, plus twenty-five percent (25%).

17. FENCES. All fences shall be brick, wood, stone or natural materials such as evergreens and are restricted to backyards only. All fences must be approved in writing by Battlefield Estates Homeowner's Association, Inc.

18. FLASHING, VENTS, LOUVERS, ETC. The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to color schemes approved in writing by the Battlefield Estates Homeowner's Association, Inc.

19. SWIMMING POOLS. All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by Battlefield Estates Homeowner's Association, Inc. prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Battlefield Estates Homeowner's Association, Inc. for approval. There shall be no increase in drainage to other properties permitted as a result of construction, nor shall there be an increase in drainage to other properties during such construction.

20. TENNIS COURTS. No tennis court shall be constructed without prior approval of the Battlefield Estates Homeowner's Association, Inc. Any tennis court approved by the Battlefield Estates Homeowner's Association, Inc. shall not extend beyond the primary permanent residential structure or building line. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to Battlefield Estates Homeowner's Association, Inc. for approval. There shall be no increase in drainage to other properties as a result of construction, nor shall there be an increase in drainage to other properties during such construction.

No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

21. PLAYGROUNDS, CAMPING. No playground or recreational equipment or facilities of any type shall be erected in front or in the side yard of any residence.

22. AIR CONDITIONING AND UTILITY AREAS. Air conditioners, utility equipment and utility meters, except water meters shall be at the rear of the residence. However, if impossible or causes a hardship, it may be located in the side yard, provided it is screened from public view. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

23. MAILBOXES. All mailboxes shall be of good architectural design and as same likeness as original boxes.

24. TELEVISION, RADIO AND SATELLITE DISHES. Only 18" or similar dishes located on the rear or side may be installed.

25. SIGNS. No signs of any kind shall be displayed on any lot, with the exception of For Sale or For Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by Battlefield Estates Homeowner's Association, Inc.

26. LIGHTING. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot on which light is found to be objectionable by Battlefield Estates Homeowner's Association, Inc.

27. OUTDOOR WIRING. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed or maintained anywhere in or upon the lots, except for the electric, telephone and other utility and sewer service placed on public utility easements by Battlefield Estates Homeowner's Association, Inc. or the Developer. Electrical transformers and junction boxes should be properly screened where possible. Nothing herein shall be deemed to forbid the erection and use of temporary power and telephone services incident to the construction of approved improvements.

28. UTILITY EASEMENTS. All lots in the subdivision are sold subject to any and all recorded utility easements as shown on the plat of this subdivision or other instruments as recorded in the Office of the Madison County Court Clerk.

29. UTILITIES. All lots in this subdivision must have underground electric, telephone and cable television services in compliance with the guidelines for each

respective utility company. Each lot owner shall be responsible for preserving and protecting underground utilities located on that lot. No utilities may be above ground.

30. GARDENS. Vegetable gardens or cultivations must be confined to the rear of the lot and shall be no more than fifty feet from the rear line. Vegetable gardens or cultivations will not be permitted until after the erection of a residence.

31. FIREWOOD STOCKPILING. Any and all firewood stockpiles must be confined to backyards and shall be placed so as to not detract from the aesthetic appearance of the lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be a heavy non-plastic material and shall be dark green, olive drab or black in color and securely tied down to prevent disturbance by wind.

32. SUBDIVISION/ONE BUILDING PER LOT. No additional subdivision of any lot shall be made. No more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures, which have been approved by Battlefield Estates Homeowner's Association, Inc.

33. COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these amended covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one year, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

34. ENFORCEMENT. Should any lot owner or other person violate or attempt to violate any one or more of these restrictions, then any other lot owner or Battlefield Estates Homeowner's Association, Inc. may enforce these restrictions and covenants and abate any violation or attempted violation thereof or recover damages therefore by appropriate legal procedure. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect. In the event the Association is required to take any action to enforce these covenants or to collect the assessments then Battlefield Estates Homeowner's Association, Inc. may collect their reasonable attorney's fees and costs expended in the enforcement of these covenants.

35. BATTLEFIELD ESTATES HOMEOWNER'S ASSOCIATION'S RIGHT TO ALTER AND INTERPRET RESTRICTIONS. Notwithstanding anything herein contained to the contrary, Battlefield Estates Homeowner's Association, Inc. retains the right to alter these restrictions insofar as same may relate to any one or more lots in the subdivision if, in the sole opinion of Battlefield Estates Homeowner's Association, Inc., the strict application of these restrictions would be unduly burdensome or inequitable as applied to such lot because of its topography, subsurface conditions or other matters

beyond the control of the owner of the lot, and if alteration of the restrictions in that instance will not unduly affect adjoining lots or the subdivision as a whole. Any such alteration may be granted only in writing, signed by Battlefield Estates Homeowner's Association, Inc., and filed of record in the Office of the Madison County Clerk. Further, Battlefield Estates Homeowner's Association, Inc. reserves unto itself the right to interpret these restrictions as, from time to time, may be required in their application and enforcement; which interpretation shall be binding on all parties. At any time after two-thirds (2/3) of the lots which are subject to these restrictions have been sold, Battlefield Estates Homeowner's Association, Inc. shall have sole discretion and authority for interpretation and alteration of these restrictions.

36. HOMEOWNER'S ASSOCIATION. Battlefield Estates Homeowner's Association, Inc. is a non-profit corporation organized under the laws of the Commonwealth of Kentucky. The owner of each lot subject to these restrictions and the owner of each townhome unit within Battlefield Estates Subdivision shall be a member of said Homeowner's Association. Membership in the Association is mandatory and by acceptance of a Deed for any lot each owner agrees to accept and does thereby become a member of the Association. All members shall abide by the Association's Bylaws, rules and regulations and shall pay the assessments levied by the Association when due and shall further comply with all decisions of the Association's Board of Directors.

The Articles of Incorporation for Battlefield Estates Homeowner's Association, Inc., which may be amended from time to time, are recorded in the Office of the Madison County Clerk, Richmond, Kentucky. The objects and purposes of the Association are set forth in its Articles of Incorporation and include such obligations (unless otherwise assumed by any municipal or governmental agency having jurisdiction thereof); the entrances into the subdivision, together with any landscaping that may be a part thereof or placed on any common areas in the subdivision; the street lighting system and any other amenity installed in the development of the subdivision which benefits the subdivision as a whole and is not a part of any one lot or lots and the provision of security services for the subdivision.

Upon the sale of each lot which is the subject of these restrictions, the lot owner shall pay an assessment as levied by Battlefield Estates Homeowner's Association, Inc. Thereafter, until modified by the Board of Directors of the Association on the first day of January AND the first day of July of each year, each lot owner shall pay, without pro ration, a semi-annual assessment, which may be amended according to the Association's Bylaws.

Any assessments levied by the Association shall be used only for purposes generally benefitting the Association and its members. Any unpaid assessment shall constitute a lien upon the lot and improvements against which such assessment is made. This lien shall be subordinate to the lien of any first mortgage on the lot and

shall be enforceable by the Association against the real property of the lot owner by foreclosure or by any other means authorized by law.

IN TESTIMONY WHEREOF, witness the signatures of Battlefield Estates Homeowner’s Associations, Inc. by its duly authorized officers and a majority of the unit owners, this ___ day of _____, 2014.

I, Ernie Helton, President of Battlefield Estates Homeowner’s Association Inc. do hereby certify that the AMENDED AND RESTATED BATTLEFIELD ESTATES PHASE I DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, herein, was signed by a majority of the current lot owners of the Estate Section Phase 1 Battlefield Estates Subdivision.

Battlefield Estates Homeowner’s Association, Inc.

BY: _____
ERNIE HELTON, PRESIDENT

BETH VINCENT, SECRETARY

COMMONWEALTH OF KENTUCKY)

COUNTY OF MADISON)

Before me, a notary public in and for the Commonwealth and county aforesaid, personally appeared Ernie Helton, President and Beth Vincent, Secretary of Battlefield Estates Homeowner’s Association, Inc., who signed and acknowledged the foregoing AMENDED AND RESTATED BATTLEFIELD ESTATES PHASE I DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS as their free act and deed, on behalf of Battlefield Estates Homeowner’s Association, Inc., this _____ day of _____, 2014.

_____ Notary Public

My commission expires: _____

PREPARED BY:

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