

FIRST AMENDED AND RESTATED

**BATTLEFIELD ESTATES PHASE I
TOWNHOME LOTS**

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR LOTS 13 THROUGH 15 A & B, inclusive
FOR LOTS 60 A & B THROUGH 70, inclusive
FOR LOTS 100 A&B THROUGH 122 A& B, inclusive
FOR LOTS 124 A & B THROUGH 126 A & B, inclusive**

The Declaration of Easements, Covenants and Restrictions made on July 22, 1999 are recorded in Miscellaneous Book 132, at page 581, in the records of the Madison County Court Clerk, Richmond, Kentucky. The Declaration of Easements, Covenants and Restrictions were amended on _____, by this First Amended and Restated Declaration of Easements, Covenants, and Restrictions 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 15 A & B and Lots 60 A & B through 66 A & B, inclusive, have been converted to public/common areas 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 Townhome Lots and the owner of said lots are exempt from paying dues regarding said lots and shall be governed only by paragraphs 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 34, and 35 of this First Amended and Restated 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 Amended and Restated 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 AMENDED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS is made and entered into on this the ____ day of _____, 2014.

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

WHEREAS, Battlefield Estates has been platted as a residential development;

WHEREAS, in an effort to maintain uniformity in the construction of townhome units in Battlefield Estates and the use and occupancy of such units, Battlefield Estates Homeowner's Association, Inc. creates and amends certain restrictions as to townhome lots in Battlefield Estates;

WHEREAS, the townhomes are designed to provide for the ease of maintenance, by establishing a Homeowner's Association to which assessments are to be paid by all owners of units in Battlefield Estates Townhomes, and which Homeowner's Association shall then be responsible for the maintenance of common areas.

NOW, THEREFORE, the aforementioned owners and Battlefield Estates Homeowner's Association, Inc. acknowledge the importance of and do hereby establish the following easements, covenants and restrictions as to the construction, use, occupancy and maintenance of townhome lots in Battlefield Estates, as shown by plat of record in the Office of the Madison County Court Clerk, as follows:

1. PRIMARY USE RESTRICTIONS. The above-referenced lots in Battlefield Estates shall be used only for private townhome style single family residential purposes.

2. CONSTRUCTION PLANS AND SPECIFICATIONS. The plans for the construction of any units in Battlefield Estates Townhomes have previously been adopted by Battlefield Estates Homeowner's Association, Inc., along with an architectural rendering depicting the exterior design of each unit. No unit or building may be constructed in the townhomes sections of Battlefield Estates that is not constructed utilizing the plans and specifications previously approved by Battlefield Estates Homeowner's Association, Inc., or which does not match the architectural rendering of such units adopted by Battlefield Estates Homeowner's Association, Inc.

(a) All townhomes shall be constructed according to the Declaration of Easements, Covenants, and Restrictions for Battlefield Estates Townhome Lots, recorded August 2, 1999 as document number 227376, _____ Book 132, Pages 581 through 590, and as amended herein, recorded _____ 2014 in Miscellaneous Book _____, Page _____ with the County Clerk of Madison County, Kentucky.

(b) Lots in Battlefield Estates Townhome section shall be used for single family residential purposes only.

(c) All townhomes shall be constructed to conform to the Declaration, Easements, Covenants, Bylaws, and Restrictions, as amended for Battlefield Estates Townhomes. Accordingly, all units constructed in the townhome section of Battlefield Estates shall be constructed using the same exterior plans and specifications and utilizing the same design and materials. The 3 bedroom units shall have a minimum of

1700 square feet of living space each and a minimum of 460 square feet in the garage. The 2 bedroom units shall have a minimum of 1590 square feet of living space each and a minimum of 460 square feet in the garage. They shall all be one story units. Basements are allowed.

(1) All plans and specifications shall be approved by the Association architectural review committee prior to starting construction. Additions, such as sunrooms, screened porches and patios shall be submitted to the review committee for approval. All approved plans, specifications and additions shall be in writing.

(d) There shall be no yard/garage sales at any residence or lot except on the following dates: the first Friday and Saturday of the month of June and the first Friday and Saturday of the month of October.

(e) 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. The owner will be notified in writing if a violation of this Bylaw occurs and the owner will have five (5) days to correct the violation.

3. BUILDING CODES AND ORDINANCES. All units constructed in the townhomes sections of Battlefield Estates shall be constructed in accordance with all local, state and federal codes and ordinances.

4. SETBACKS. Each building constructed on these lots in Battlefield Estates Townhomes shall be set back 25 feet from the lot line, measured to the point of the building which is nearest the curb. All buildings shall be constructed utilizing the same setbacks to promote the harmonious appearance of all buildings and units in Battlefield Estates Townhomes.

5. UNITS. The townhomes sections of Battlefield Estates are designed for the construction of a building containing two (2) units with each unit to be on a separate lot. Each owner shall construct both units simultaneously. After construction, an owner may retain both units or units may be sold individually.

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 cans shall be left in the front or side yards after pick-up.

7. USE OF OTHER STRUCTURES AND VEHICLES.

(a) No temporary structures shall be permitted on any lot with the exception of a temporary tool shed and/or field offices used by builders; any such sheds or offices shall be located so as not to interfere or be an annoyance to units previously occupied in Battlefield Estates and shall be removed when the construction or development has been completed.

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

(c) No trailer, truck or commercial vehicle may be kept on any lot at any time unless same is housed in the unit's garage; no inoperable automobile or vehicle shall be parked on any lot or street except in the driveway at any time, unless housed in the garage; and no operable vehicle shall be parked on any lot or street except in the driveway in Battlefield Estates.

8. LANDSCAPING.

(a) Each unit in the townhomes section of Battlefield Estates Townhomes shall be landscaped pursuant to the landscape plan and design established by the Battlefield Estates Homeowner's Association to maintain the harmonious appearance of the units within the development. Battlefield Estates Homeowner's Association, Inc. may approve in writing additional landscaping to be installed by the owner. Any request to install same shall include a description of the type of landscaping and a drawing depicting same in relation to the building.

(b) Landscaping shall be completed within thirty (30) days of occupancy of any unit and shall be simultaneously completed for both units in any building.

(c) All front and side yards must be completely sodded upon the completion of construction and all rear yards shall be sodded or seeded.

(d) No lawn ornaments or decorative ponds, structures or other devices shall be installed or used in any front or side yard, or in any yard facing any street.

9. DRIVEWAYS AND SIDEWALKS. Each lot owner will be responsible for installing and maintaining a four-foot wide concrete sidewalk, which will be constructed 4 feet from the 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 adjoining sidewalks. Additionally, each lot owner will be responsible for constructing a concrete driveway from the curb to the garage on each unit constructed. Any damage to the curb or sidewalks shall be repaired immediately upon constructing the driveway. No coloring of concrete, nor any decorative pattern or design, shall be used in constructing the sidewalks or driveway.

10. BUSINESS/HOME OCCUPATIONS. No trade or business of any kind (an 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. Notwithstanding the provision hereof, or any other provisions herein, a new building or unit may be used by the builder as a model home for display, or for the builder's own office, provided said use terminates within two (2) years from completion of that building.

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

12. 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 plumbing code requirements.

13. 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, which shall be confined to the rear of the units. During construction all waste shall be kept in on-site containers which must be cleaned or emptied at least every Friday. If such containers are not dumped or removed, Battlefield Estates Homeowner's Association, Inc. may do so and assess the cost of same against the owner or builder.

14. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the 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 are confined to the residence and not permitted to run or stray upon other lots or remain confined outside. No kennels or runs for dogs are permitted, including chain link fences to contain dogs. Residents walking dogs on leashes in the community shall remove waste caused by the dog.

15. FENCES. No fences, of any type, are to be constructed on any lot in the townhomes section of Battlefield Estates.

16. SWIMMING POOLS. No swimming pools, of any type, shall be constructed or used in the townhomes section of Battlefield Estates. This shall include in-ground and above-ground pools, but shall not preclude the association from constructing a pool for the use of the owners and their guests.

17. TENNIS COURTS. No tennis court shall be constructed in Battlefield Estates Townhomes.

18. PLAYGROUNDS. No playground or recreational equipment or facilities, of any type, shall be erected in Battlefield Estates Townhomes. This shall include swing sets, basketball goals, clubhouses and all other recreational devices or equipment.

19. AIR CONDITIONING AND UTILITY EQUIPMENT. All air conditioners and utility equipment shall be installed according to the plans and specifications previously established by Battlefield Estates Homeowner's Association, Inc.

20. MAILBOXES. All mailboxes to be utilized in the townhomes section of Battlefield Estates shall be of the same type, color and materials. The mailboxes shall be the same likeness of original mailboxes.

21. TELEVISION, RADIO AND SATELLITE DISHES. No satellite dishes, television, radio or other receiving towers, antennas or dishes may be erected or placed on any lot in Battlefield Estates, with the exception of 18" DSS/Dish Network or similar type dishes which shall be located on the rear or side of units constructed. No such dish shall be erected on the front of any unit constructed in Battlefield Estates.

22. 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.

Street signs or other signs will be of a similar, attractive quality as determined by Battlefield Estates Homeowner's Association, Inc. and, if any of same are damaged or destroyed, shall be replaced with the same quality and design as those originally installed.

23. LIGHTING. No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot, with the exception of such lighting as may be included in the design, plans and specifications established in advance by Battlefield Estates Homeowner's Association, Inc.

24. 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 in or upon the lots or any units constructed thereon, except for the electric, telephone and other utility easements established thereon by Battlefield Estates Homeowner's Association, Inc., unless same are contained inside the unit. Nothing herein shall be deemed to forbid the

erection and use of temporary power and telephone services incident to the construction of improvements.

25. UTILITY EASEMENTS. All lots in Battlefield Estates are sold subject to any and all recorded utility easements, as shown on the plat of the development or other instruments as recorded in the Office of the Madison County Clerk.

26. UTILITIES. All lots in Battlefield Estates must have underground electric, telephone, cable television, sewer and water services in compliance with the guidelines of each respective utility company. Each lot owner shall be responsible for preserving and protecting underground utilities.

27. GARDENS. No vegetable gardens will be permitted in the townhomes section of Battlefield Estates and no cultivation of any of the lots shall be performed, with the exception of flowers and ornamental shrubbery. The cultivation for any such flower or ornamental shrubbery, unless same are a part of the landscape design established by Battlefield Estates Homeowner's Association, Inc., shall be confined to the rear of each unit.

28. FIREWOOD STOCKPILING. None of the units in the townhomes section of Battlefield Estates shall be constructed to utilize wood-burning fireplaces or stoves and, therefore, no firewood, of any type, shall be stockpiled on any lot.

29. HOMEOWNER'S ASSOCIATION. Battlefield Estates Townhome lot owners subject to these restrictions within Battlefield Estates shall be a member of the Battlefield Estates 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 member 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 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, security system and any other amenity installed in the development of the subdivision which benefits the townhomes section of the development exclusively and is not a part of any one lot or lots.

Upon the sale of each lot which is the subject of these restrictions, the new lot owner shall pay an assessment set by the Battlefield Estates Homeowner's Association.

Each owner shall be a member of and be required to contribute to Battlefield Estates Homeowner's Association, Inc. according to Bylaws of that Association.

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.

30. EASEMENT. To the extent necessary by reason of the act or deed, the builder of any building in the townhomes sections of Battlefield Estates Townhomes, an easement is declared for the benefit of each owner of a unit, any part of which, including any walls, foundations, footings, patios, shrubs, trees, decks, roofs, gutters, overhangs or other improvements which intentionally or unintentionally encroach over, across, upon or under adjoining portion of the lot, to the extent of such encroachment, such easement shall include all rights reasonably necessary for the repair, reconstruction, maintenance, removal, reinstallation, replanting or replacement of same.

31. OWNER'S RESPONSIBILITY FOR MAINTENANCE: The owner of each unit shall be responsible for the maintenance, repair, and replacement, at his or her expense, of all of the interior/exterior portions of any unit.

(a) The owner shall not, however, paint, decorate or change the appearance of any portion of the exterior of the building, nor make any architectural changes or additions to the exterior of any building unless approved by the Association.

32. INSURANCE. The Association shall maintain insurance coverage for the Association and all Directors.

33. COVENANTS. These amended 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 units has been recorded, agreeing to change said covenants in whole or in part.

34. ENFORCEMENT. Should any unit owner or other person violate or attempt to violate any one or more of these restrictions, then any other unit 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 abate violations of or enforce these restrictions or collect the assessments levied by the Association, shall be entitled to recover their reasonable attorney's fees and costs incurred to enforce these restrictions.

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 or units in the subdivision if, in the sole opinion of the Battlefield Estates Homeowner's Association, Inc., the strict application of these restrictions would be unduly burdensome or inequitable as applied to such lot or unit because of its topography, subsurface conditions or other matters beyond the control of the owner of the lot or unit, and if alteration of the restrictions in that instance will not unduly affect adjoining lots, units 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 restriction 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, it shall be the responsibility of Battlefield Estates Homeowner's Association, Inc. to be the authority for interpretation and alteration of these restrictions herein established.

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.

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 TOWNHOME LOTS

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: _____

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PREPARED BY:

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