

**DECLARATION OF REGULATIONS, COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR DEER RUN, SECTION 1**

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, made and effective on the date hereinafter signed by J. Miller Builders, hereinafter referred to as "DECLARANT."

WITNESSETH: Declarant owns a certain tract of real estate located in Bullitt County, Kentucky, and more particularly described as follows:

Being Deer Run Subdivision, Section 1, consisting of lots numbered 1 through 47 inclusive as shown by plat recorded in Plat and Subdivision Cabinet 2 Slide 54 in the office of the Clerk of the Bullitt County Court.

AND WHEREAS, declarant will convey the said properties subject to certain protective regulations, covenants, conditions, restrictions, and reservations as hereinafter set forth;

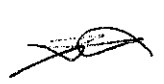
NOW, THEREFORE, declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, regulations, covenants, and conditions all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of 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.

The declarant 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) Said real estate shall be used exclusively for single family private dwelling house purposes, and no such house shall be erected, placed, or suffered to remain upon said premises being more than three (3) stories in height, nor shall more than one (1) dwelling house be erected, placed, or suffered to remain upon any building plot or lot which has an area of less than the area as shown on the recorded plat or any amended plat.

(2) Except as herein provided, no such house shall be erected, placed, or suffered to remain upon said premises nearer than those prescribed by any county or city zoning regulations and variances thereunder. All building and setback lines as shown on the recorded plat shall be followed unless an appropriate variance is granted by the appropriate planning commission.

(3) No noxious or offensive trade or activity shall be carried upon the property herein, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.



(4) The exterior building material of all structures to be erected shall be either frame, brick, stone, rock, aluminum, vinyl, or a combination of same. No underground, earth sheltered residence or log homes shall be allowed. All plans must be approved by declarant.

(5) The floor area of the main residential structure exclusive of open porches and garages shall not be less than 1,700 square feet for one story residences. Any multi storied residence shall have a minimum of 1,000 square feet on the first floor, exclusive of open porches and garages. All residences constructed on the lots shall have an attached garage which shall be erected at the time the residence is built, and all garages shall be capable of housing no less than two (2) cars. All roof pitches are to be no less than 7/12.

(6) A subdivision association will be formed after 70% of the subdivision is completed.

(7) No garage doors on main structure shall face the main street of structure. Additional separate garages may be erected and must be bricked. These garage doors can face the main street of the structure. Plans must be approved by declarant.

(8) All trees are to remain on properties except for those removed for construction purposes unless otherwise approved by declarant. Lots #20 - 30 and lot #35 have a 75 ft. nature preserve measuring from the center of the creek up the back of the lot. No building, fences, etc. are to be in this 75 ft. area. Any changes in the appearances of this nature preserve must be approved by declarant.

(9) Sidewalks are required for each lot at owners expense and must run from sideline to sideline and must be 42" wide. Sidewalks must go around trees. Yards will be sodded from the front of building to the street, corner lots to both streets. Brush finish on sidewalks.

(10) Mailboxes and locations of such must be approved by declarant.

(11) No trailer, basement, tent, shack, garage, or barn shall be, at any time, used as a residence, either temporarily or permanently. No trailer shall be parked on any lot at any time except by the declarant for temporary construction purposes.

(12) No portion of the within described lots between the building lines and the roadways as shown on the recorded plat shall be used for any purpose other than a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, and the planting of trees or shrubs, the growing of flowers or ornamental plants, or for statuary foundations in similar ornamentations for the purpose of beautifying said premises. No weeds, underbrush, or other unsightly growth 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. This provision shall not be construed to prohibit the placing of a lateral field or a septic system in this area.

(13) Any television or radio satellite receiving equipment shall be located in the rear lawn and shall be screened by a privacy fence of no less than six (6) feet in height, and said fence shall be of wood, brick, or stone construction.

(14) No inoperable motor vehicles without a legal license shall remain on the lots for more than two (2) days unless said vehicle remains in the garage.

(15) No farm animals, such as cows, horses, goats, sheep, or like shall be raised, housed, fed, or bred upon said premises, and said premises shall not be used for the purposes of raising for commercial purposes any other animals including, but not limited to, dogs or cats. All household pets must be restrained to their owners property.

(16) Any fence erected on the boundaries of the lots shall not extend beyond the rear corners of any residence located on said lot. Any fence constructed shall be of chain link or wood construction, and wood fences shall not exceed four (4) feet in height. Notwithstanding this provision, any privacy fence constructed on the premises may be used as a perimeter fence, and shall not exceed six (6) feet in height.

(17) Should any swimming pool be placed upon the property, said pool shall be located in the rear yards, and shall be screened by a privacy fence constructed entirely of wood of not less than six (6) feet in height.

(18) No overnight on street parking shall be provided or permitted, and no large trucks, tractor trailer, or trailers shall be permitted to remain on the property overnight.

(19) Any boat that is housed or located on any of the lots in these sections of Deer Run shall be either housed in the garage or shall be placed on a pad which shall be constructed immediately adjacent to the garage and in the side or rear yard, and said pad to be constructed of concrete or asphalt materials.

(20) No lot shall be subdivided unless approved in writing by the declarant, and the declarant hereby reserves the right to approve the subdividing of a lot. The developer reserves the right to amend the plat and these restrictions and to subdivide any lot hereby restricted as long as the developer retains an ownership of any lot contained in this development. The developer and declarant further expressly reserves the right to use any lot restricted herein for roadway or bridge purposes if deemed necessary by the declarant and developer to develop additional properties.

(21) Any owner shall have the right to enforce by any proceeding at law or in equity, the within contained restrictions, and the failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(22) Invalidiation of any one of these covenants or restrictions by a judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

(23) The covenants, restrictions, and regulations, of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions contained

herein may be amended in writing at any time by instrument signed by not less than 75% of the record lot owners. Any amendment shall be enforceable and effective and must be properly recorded in appropriate clerk's office.

(24) The declarant, its successors and assigns, reserves the right to grant additional easements across the subject property providing that this right to grant additional easements terminates upon the sale of any lot by the declarant, however, declarant reserves the right after a sale of any lot to grant an additional easement across any lot within the confines of any easement previously granted declarant and provided said easement does not interfere with the use and enjoyment of said lot.

The declarant further reserves the right to amend the plat and increase the lot sizes, if necessary, as a condition to further development of the within restricted lots.

IN TESTIMONY WHEREOF, the undersigned has set his hand this 15 day of June, 1993.

John J. Miller
John J. Miller
J. Miller Builders

STATE OF KENTUCKY
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said State and County, and was signed, acknowledged, and delivered by John J. Miller, J. Miller Builders, to be the lawful act and deed of said developer for the purposes therein stated.

WITNESS by hand this 15th day of June, 1993.
My commission expires: 2-19-96

Cheryl Deverse
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

AGREEMENT OF REVISION TO RESTRICTIONS

The undersigned hereby certifies that they are the owner (s) of the property shown as Lot 4 on this plat, and do hereby agree to the revised restrictions presented by the developer and recorded in Deed Book

Page _____.

Signed Kenneth Nestor 6-15-93
Owner Date

Carol Nestor 6/15/93
Owner Date