

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

**FOR**

**SADDLEBROOK ESTATES PHASE II**  
**(Lots 12 through 38)**

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SADDLEBROOK ESTATES SUBDIVISION, PHASE II ("Declaration") is made and imposed this 9th day of February, 2006, by BIG SKY VENTURES, LLC, a limited liability company organized and existing pursuant to the laws of the Commonwealth of Kentucky, maintaining its principal mailing address at 540 Old Bloomfield Pike, Bardstown, Kentucky 40004 ("Developer").

**RECITALS:**

A. Developer is the owner of that certain real property and subdivision known and identified as Saddlebrook Estates Subdivision, Phase II, Lots 12 through 38, inclusive, as shown upon the plat thereof appearing of record in Plat Cabinet 10, Slot 155, in the Office of the Clerk of Nelson County, Kentucky (hereinafter referred to as the "Subdivision"); and.

B. The Developer desires to subject and impose upon said Subdivision certain covenants, conditions, restrictions, easements, assessments, rights and privileges, all to protect and enhance the development, use, desirability and value of said real estate and all improvements thereon.

**DECLARATION:**

NOW, THEREFORE, the Developer does hereby declare that the real estate and Subdivision comprising Saddlebrook Estates Subdivision, Phase II, Lots 12 through 38, inclusive, shall be owned, held, used, sold, leased, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, liens and other provisions set forth as follows:

**ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS**

Section 1.1 Subject Property. The real estate to which this Declaration shall apply is that certain Subdivision known and identified as Saddlebrook Estates Subdivision, Phase II, Lots 12 through 38, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 10, Slot 155, in the Office of the Clerk of Nelson County, Kentucky; together with such additional property as may hereafter be made subject to this Declaration in accordance with the provisions of Section 1.2 of this instrument below.

Section 1.2 Additions To Property; Adjacent Property Excluded.

(a) Additions. Additional real property may be hereafter annexed to the Subdivision, and may be made subject to this Declaration, or another declaration of covenants, conditions and restrictions acceptable to Developer, all as Developer may determine in its sole discretion. All such additions to the Subdivision shall be made by filing a Declaration of Annexation in the Office of the Clerk of Nelson County, Kentucky, with respect to such additional real property, which shall declare the annexation and addition of such real property to the Subdivision, and shall extend the scheme of this Declaration to, or impose a scheme of such other declaration of covenants, conditions and restrictions acceptable to Developer on, such annexed real property. Any such Declaration of Annexation may contain such additions to and modifications of the provisions of this Declaration as Developer may choose to impose in its sole discretion.

(b) Adjacent Property Not Included. Property adjacent to the Subdivision and owned by Developer shall not be subjected to this Declaration or any other restriction until such time as Developer, in the exercise of its sole and absolute discretion, may record a Declaration of Annexation, or a separate declaration of covenants, conditions and restrictions, all in such form as Developer may deem appropriate.

Section 1.3 Cross Easements. Developer reserves the right to create cross easements between the Subdivision and any other property including, but not limited to, any other property that may be added to the Subdivision as provided herein. The "common area" initially covered by this Declaration and hereafter created pursuant to the Plat for any property added to the Subdivision, if

any, shall ensure to the benefit of the owners of all Lots subject to this Declaration, or to such other declaration of covenants, conditions and restrictions as may be approved by Developer which so provides, and the common area allocable to the owners of all of such Lots shall ensure to the benefit of the owners of Lots recorded earlier, each to enjoy the common area of the other and to have and hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

## ARTICLE II - USE RESTRICTIONS

**Section 2.1 Primary Use Restrictions.** Except as otherwise expressly provided in this Declaration, no Lot within the Subdivision shall be used except for private single-family residential purposes, without the prior written approval of Developer. No structure shall be erected, placed, altered or permitted to remain on any Lot except one single-family residential dwelling designed for occupancy by one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height, unless approved otherwise by Developer, in its sole discretion, and permitted by applicable law. Provided further, however, that the Developer may permit the construction, placement, and maintenance of an outbuilding on a Lot within the Subdivision, in the exercise of Developer's absolute and unfettered discretion. All proposals for the construction, placement and/or maintenance of an outbuilding upon a Lot within the Subdivision shall be in writing conforming to the requirements of Article III and Section 3.1 of this Declaration below, and shall require the prior written approval of the Developer as to the location, size, design, roof pitch, exterior material, and other criteria deemed appropriate by Developer.

**Section 2.2 Further Subdivision Restricted.** No Lot within the Subdivision shall be further subdivided, or its boundary lines changed, without the prior written approval of the Developer, in its sole discretion, in addition to any approvals required by applicable governmental authorities. All Lot owners are hereby informed that Developer has the express right, in its sole discretion, to subdivide, re-plot and/or alter the boundary line of any Lot owned by Developer, or to seek a change to the zoning classification of any other property owned by Developer, provided that any such division, boundary line change, or re-plating shall not be in violation of applicable subdivision and zoning regulations.

**Section 2.3 Nuisances.** No noxious or offensive trade or activity shall be conducted, carried on, or permitted to exist upon any Lot; nor shall anything be done on any Lot, or otherwise within the Subdivision, which may be or may become an annoyance or nuisance to the residents of the Subdivision or to Developer.

### Section 2.4 Restrictions On Vehicles And Parking.

(a) No trailer, large truck (excluding private, non-commercial pick-up trucks and sport utility vehicles), commercial vehicle, camper, camping vehicle, recreational vehicle, construction equipment, bus, motor home, boat or inoperable vehicle shall be parked or kept on any Lot at any time unless housed in an enclosed garage or basement, except as may otherwise be acceptable to Developer in its sole discretion.

(b) No vehicle or other object may be parked on Subdivision streets for any continuous period in excess of ten (10) hours, or for an aggregate period in excess of twenty-four (24) hours in any one calendar year.

(c) Vehicle maintenance within the Subdivision shall be limited to routine maintenance, care and upkeep and shall be conducted within a garage or on a driveway immediately adjacent to the garage.

**Section 2.5 Animals.** No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning those domestic pets traditionally recognized as household pets in the geographic area encompassed within Nelson County, Kentucky) may be kept in the residence on a Lot, provided that they are not kept, bred or maintained for any commercial or breeding purposes. In the case of dogs, cats and other household pets, no more than three (3) of each may be maintained on any Lot without the prior written approval of the Developer, in the exercise of its sole discretion. All such pets shall always be kept under the control of the owner of same, and shall not be allowed to roam free and/or unrestrained off of or outside of the owner's Lot. No dog pens, dog houses, kennels or other outdoor animal shelters or containment areas shall be permitted on any Lot within the Subdivision without the prior written approval of Developer, including approval of the type, quality, design, exterior treatment, location and character of such animal shelters or containment areas, in Developer's sole discretion.

Section 2.6 Clothes Lines & Weed Gardens. No outside clothes lines or weed gardens shall be erected, placed or permitted to remain upon any Lot. Vegetable gardens are permitted provided that the same are located to the rear of the residence, do not exceed four hundred (400) square feet in area unless otherwise approved in writing by Developer, and are otherwise maintained in a neat, clean and attractive manner.

Section 2.7 Fences & Walls. In addition to the requirements of Section 3.1 of this Declaration pertaining to the approval of structures, all fences, walls and other enclosures shall be subject to the following restrictions:

(a) No fences, walls, hedge rows or other enclosures of any type shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the rear wall(s) of the residence located thereon, and without the prior written approval of the Developer as to design, height, materials, location, and other factors deemed appropriate by Developer, in its sole discretion. As a general rule, fences or other enclosures in excess of four (4) feet in height will not be permitted, except upon written approval of the Developer, in its sole discretion.

(b) All fencing materials, designs and location must be approved by the Developer prior to the construction of same upon any Lot. No wire or chain link fences are permitted on any Lot.

(c) All fences and walls shall be constructed so that the finished side thereof, as determined by Developer, shall face away from the Lot upon which the same is constructed.

(d) Developer reserves the right (but without obligation to do so) unto itself and its successors and assigns to place a fence on the outer perimeter of the Subdivision, or to replace existing fences, all of which fences shall thereafter be maintained and repaired by the adjacent Lot owners or a homeowners' association for the Subdivision, as applicable.

Section 2.8 Swimming Pools. No above ground or in-ground swimming pools shall be constructed, placed or permitted to remain on any Lot within the Subdivision until construction plans and specifications, including plans detailing proposed fencing, placement, landscaping and lighting of the pool area, have been submitted to and approved by the Developer in the exercise of its sole discretion. As a general rule, above ground swimming pools will not be permitted upon any Lot within the Subdivision.

Section 2.9 Satellite Dishes & Antennae. No satellite dishes, television or radio antennae, microwave or other receivers and/or transmitters, or any similar devices shall be erected, placed or permitted to remain on any Lot within the Subdivision unless written plans indicating the design, placement, size, materials and screening of the same are approved in writing by Developer, in its sole and absolute discretion. Exterior "satellite dishes" exceeding two (2) feet in diameter will not normally be permitted on any Lot. Upon being given notice by the Developer that any improvement described in this paragraph is objectionable, the owner of the Lot upon which the same is located shall immediately remove the same, or have the same modified in such a manner that it is no longer objectionable to Developer.

Section 2.10 Exterior Lighting. No exterior lighting, including recreational, landscape and/or security lighting, which is determined to be a nuisance or objectionable by Developer, shall be installed, maintained or permitted to remain on any Lot. Upon being given notice by the Developer that any exterior lighting is objectionable, the owner of the Lot upon which the same is located shall immediately remove said light, or have the same shielded in such a way that it is no longer objectionable to Developer.

Section 2.11 Yard Ornaments. No yard ornaments, decorations or other similar objects which are determined to be unsightly, a nuisance, or otherwise objectionable by Developer shall be installed, maintained or permitted to remain on any Lot.

Section 2.12 Basketball Courts, Tennis Courts, Etc. No basketball courts, goals, tennis courts, or other recreational devices or facilities of any nature shall be erected, placed or permitted to remain on any Lot within the Subdivision without the prior written approval of the Developer as to the design, material, landscaping, location and/or orientation on a Lot, drainage plans, fencing, lighting and other criteria determined appropriate by Developer, in its sole discretion. Upon being given notice by the Developer that any improvement described in this paragraph is objectionable, the owner of the Lot upon which the same is located shall immediately remove the same, or have the same modified in such a manner that it is no longer objectionable to Developer.

Section 2.13 Building & Lot Maintenance. All Lots, buildings and other improvements thereon shall be kept in a clean, safe and orderly manner, free from weeds and trash, and shall be maintained in good condition and repair. Individual Lots, and all vegetation and landscaping thereon, shall be mowed, trimmed and maintained with sufficient regularity so as to keep them neat, clean and attractive in appearance and compatible with a well-groomed residential area. Should any

Lot owner fail to maintain a Lot in the manner provided in this paragraph above, the Developer may take such action as it deems appropriate, including, without limitation, mowing the Lot and removing any rubbish or debris located thereon, in order to make the Lot neat and attractive, and the Lot owner shall immediately upon demand reimburse Developer or other entity performing such work for all expenses incurred in doing so, together with interest at the rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided elsewhere in this Declaration.

Section 2.14 Access Limitations. No path, passage, road or other way of ingress or egress shall be constructed or permitted to or from any real estate included in the Subdivision, except those entrances, roads and rights-of-way created or approved in writing by the Developer as streets, and those driveways to individual residences as are approved by the Developer.

Section 2.15 Temporary Structures; Underground Houses. No mobile home, house trailer, trailer, tent, shack, storage shed, modular structure or other temporary structure, and no underground houses, shall be erected, altered, placed or permitted to remain on any of the Lots comprising said Subdivision, nor shall any such structure be used as a temporary or permanent residence within said Subdivision. Notwithstanding the preceding, the Developer and such other developers, contractors and builders as Developer may grant written permission, shall be permitted to maintain such temporary tool sheds, field offices and sales offices within the Subdivision as may be reasonably required for development and construction, any and all of which shall be removed within thirty (30) days of receipt of written notice by Developer.

Section 2.16 Commercial Activities. No trade, business or commercial activity shall be conducted upon any Lot other than those activities of the Developer and any builders and contractors associated with the development, construction, maintenance and sale of the properties, the residences to be located thereon and related activities, unless otherwise approved in writing by the Developer. Notwithstanding the provisions hereof or of Section 2.1 of this Declaration, a new residence may be used by the builder thereof as a model home for display of the builder's work within the Subdivision or for the builder's own office or, with Developer's approval, a realtor's office, provided said use terminates within thirty-six (36) months from completion of such house by the builder, or at such other time as may be determined by Developer, and provided further that such use otherwise conforms to this Declaration and/or such rules as Developer may from time to time issue.

Section 2.17 Signs. No signs of any kind may be displayed on any Lot except one neat and attractive sign advertising the property for sale or lease, which sign shall not be greater in area than five (5) square feet, and which shall be acceptable in condition, format, appearance and content to Developer. Signs used by the Developer to advertise the property during the construction and sales period or to advertise the Subdivision; Developer signs designating the Lot number and indicating the name of a purchaser of a Lot and/or the fact that it has been sold; and, Developer approved numbering and lettering indicating the street address and occupant of a residence, shall be exempt from the provisions of this Paragraph.

Section 2.18 Drilling & Mining Operations. No oil, gas, or other mineral drilling, development, refining, exploration, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 2.19 Waste Removal. No junk vehicles, vehicles undergoing repair or maintenance, garbage, trash or other waste shall be kept or permitted to remain on the premises, with the exception of that trash and garbage generated by normal residential use which shall be kept in clean, well-maintained sanitary containers, subject to all laws and regulations applicable to the same, prior to regularly scheduled removal.

Section 2.20 Drains. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewer system within the Subdivision. Connections to the sanitary sewer system from any Lot within the Subdivision shall be made with watertight joints in accordance with all applicable plumbing code requirements.

### ARTICLE III - ARCHITECTURAL CONTROL

#### Section 3.1 Approval of Construction & Landscape Plans.

(a) Grading & Construction Plans. No clearing or grading of any Lot shall be permitted, and no building, fence, wall, structure or other improvement shall be erected, placed, altered or permitted to remain on any Lot within the Subdivision, until the Lot owner has submitted, and the Developer has approved, in writing, in the exercise of its sole and absolute discretion, the following: (i) a Lot grading plan showing proposed clearing limits, grading and house location and orientation, and the

location and size of the proposed driveway, sidewalks, pools and any other proposed improvements or structures; (ii) construction plans, drawings, specifications and other detailed plans as may be required by Developer showing the design of the structure or other improvement, the grade elevations, including the front, rear and side elevations; and location of the structure, fence, wall or improvement; (iii) the type of exterior material for all structures, specifically including, without limitation, the type, size, color and specifications for all brick, stone, siding and roof shingles; and, (iv) the type of material to be used for construction of the driveway which shall be of concrete, brick or such other material as may be approved by Developer. As a general rule, asphalt driveways will not be permitted upon any Lot within the Subdivision. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Landscape Plans. General Requirements. In addition to the plans and specifications referred to in the preceding paragraph, a landscape plan shall be submitted by the Lot owner to Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing and/or to be planted on the Lot, and specify the time frame within which such landscaping shall be completed (the "Landscape Plan"). Each Landscape Plan for any Lot within the Subdivision shall show that such Lot has or will have prior to occupancy a minimum of two (2) hardwood trees (at least one (1) inch in diameter), and a minimum of six (6) shrubs, in the front yard of the Lot. Corner lots shall have a minimum of three (3) hardwood trees (at least one (1) inch in diameter), with at least two of the same placed in the front yard of the lot, and at least one of the same placed in the side yard of the lot adjoining the street, all unless otherwise directed in writing by Developer. Landscaping in accordance with an approved Landscape Plan shall be completed within six (6) months after occupancy of the residence, or within six (6) months from the time planting operations can be feasibly undertaken as determined by Developer, unless otherwise approved by Developer. No existing living tree shall be cut or removed from any Lot within the Subdivision without the prior written approval from the Developer, and the Lot owner shall maintain all required landscaping in good health at all times after installation.

Section 3.2 Building Materials. The exterior building materials of all structures shall be either brick, stone, brick veneer, stone veneer and/or vinyl siding, or a combination of the same, and shall extend to finished grade level. The Developer recognizes, however, that the appearance of alternative exterior building materials (such as wood siding, stucco, drift, cedar or split-face or decorative block (from the top of the building foundation to finish grade), or the like may be attractive and/or innovative, and reserves the right to approve, in its sole and absolute discretion, the use of alternative building materials. Any and all retaining walls extending beyond the exterior residential structure walls shall generally be the same material as the exterior residential structure walls, and extended to finish grade level, unless otherwise approved in writing by Developer. All roof shingles, including variation in the minimum specifications set forth herein, shall be approved by the Developer in writing. Chimneys shall be of masonry construction, unless otherwise approved in writing by Developer.

Section 3.3 Dwelling Size. The required minimum square footage for the primary permanent residential structure to be located on any Lot within the Subdivision, measured from outside of the exterior walls, shall be as follows:

- (a) All single story dwellings must have a minimum of 1,350 square feet.

(b) All other dwelling designs shall exceed the requirements set forth above, and shall be subject to Developer's prior written approval. The minimum area requirements set forth in this Section above shall be exclusive of garages, basements, attics, carports, breezeways, porches and patios, and shall be subject to variance only upon the receipt of written approval from the Developer, in its sole and absolute discretion.

Section 3.4 Common Area Building Setbacks. No building shall be located on any Lot bordering the common areas identified on the Plat nearer than 25 feet to common boundary line between such Lot and the common areas, unless otherwise approved in writing by Developer.

Section 3.5 Roof Pitch. The roof pitch of any residential structure shall not be less than a plane of six (6) inches vertical for every plane of twelve (12) inches horizontal for structures with more than one story; and a plane of six (6) inches vertical for every plane of twelve (12) inches horizontal for any one story structure; or such other planes and/or pitches as shall otherwise be approved by Developer, in its sole and absolute discretion. Provided, however, that the dormers on one and one-half (1½) story houses may have a roof pitch of less than five (5) inches vertical for every twelve (12) inches horizontal with the prior written consent of Developer.

Section 3.6 Garages. Carports. Outbuildings. As a general rule, garages exceeding twenty-eight feet by thirty-two feet in area, and/or one story in height, will not be permitted upon any Lot within the Subdivision. All garages shall be given the same architectural treatment, and be constructed of the same materials, as the main structure, subject to such conditions and requirements as the Developer may choose to impose, in the exercise of its sole and absolute discretion.

Section 3.7 Retaining Walls. All retaining walls upon any Lot shall be faced with brick or stone or other materials, as approved by Developer in accordance with Section 3.1 of this Declaration.

Section 3.8 Mailboxes. A mailbox and/or paper holder of uniform design, material and construction selected by the Developer, shall be purchased from a supplier approved by Developer and be placed in a manner acceptable to Developer, at the Lot owner's sole cost and expense. The location of mailboxes, whether on a Lot or located upon or across an adjacent street or road right-of-way, shall at all times be subject to receipt of prior written approval by the Developer, in the exercise of its absolute and unfettered discretion.

Section 3.9 Utilities. All utility lines, conduit, pipes and wires for the transmission of utility services, of every kind and character, including but not limited to, electric, telephone, cable television, gas, water and sewer, to any structure within the Subdivision shall be constructed, placed and maintained underground by the Lot owner and/or the company providing utility services, at a location and such manner as determined by Developer and the applicable utility provider.

Section 3.10 Driveways; Culverts; Basements; Slab Construction. All Lots in the Subdivision shall have a paved entryway, constructed of brick or concrete, from the public access road/street to the residential dwelling prior to occupancy of the premises. All driveways shall be a minimum of twelve (12) feet in width, for a minimum length of twenty (20) feet, for that portion of the driveway next to the residence constructed upon a lot, unless otherwise approved in writing by Developer, in its sole discretion. In the event a road culvert is to be constructed upon a Lot, the roadway culverts shall be constructed with suitable material as may be approved by Developer. All such construction of basements within residences is encouraged but not required.

Section 3.11 Sidewalks. In the event that sidewalks are mandated by either the Developer or by appropriate governmental authority, each Lot owner shall cause a concrete sidewalk (or sidewalk of such other material as may be approved by Developer in its sole discretion) to be constructed on the Lot at the location and elevation, and pursuant to specifications, approved by Developer and otherwise in accordance with all applicable governmental requirements, specifically including, without limitation, the installation of required curb cuts and extensions to paved streets adjacent to the Lot, which sidewalk shall be completed upon the earlier of: (i) within thirty (30) days from the date that construction of a residence upon the Lot is completed; or, (ii) one hundred eighty (180) days after written notice by Developer; or as soon thereafter as weather conditions permit, as determined by Developer. Any such sidewalk shall thereafter be maintained in good condition and repair by the Lot owner, regardless of whether the sidewalk is located on the Lot or within a right-of-way and/or easement adjacent to the Lot.

Section 3.12 Construction Completion. Construction of all houses upon Lots in the Subdivision, including driveways, must be completed within twelve (12) months of plan approval by the Developer, unless otherwise approved in writing signed by Developer.

Section 3.13 Duty to Repair or Rebuild. Each Lot owner, at its sole cost and expense, shall maintain any residence and other structure located upon any Lot in good condition and repair, comparable to the condition of such residence or structure at the time of its initial construction. In the event that all or any portion of a residence is damaged or destroyed by fire or other casualty, the Lot owner shall, with reasonable diligence, promptly repair, rebuild or reconstruct such residence to its condition immediately prior to the casualty, or in such other manner as may be approved in writing by Developer.

Section 3.14 Subdivision Easements. All Lots located within the Subdivision are subject to all easements for roads, streets, utilities and drainage as indicated upon the recorded plat of the Subdivision or of record, and each owner grants to the respective utility companies rights of ingress and egress over said easements, at any and all reasonable times, for purposes of the construction, maintenance, repair and replacement of all such utilities.

#### ARTICLE IV - GENERAL PROVISIONS

Section 4.1 Legal Compliance. Notwithstanding any of the covenants, conditions and restrictions contained herein, or the prior approval of the Developer, all buildings, structures and other improvements erected upon any Lot within the Subdivision, shall conform in all respects to the rules and regulations of the planning and zoning commission of Nelson County, Kentucky, and all other applicable laws, ordinances, building codes, rules and regulations.

Section 4.2 Amendment of Declaration. Subject to the provisions of Section 4.1 above and other applicable law, Developer may from time to time elect in its discretion, and without need for the consent of any other person or entity, to record with respect to the Subdivision an Amended Declaration of Covenants, Conditions and Restrictions ("Amended Declaration") in the aforesaid

Clerk's Office, pursuant to which Amended Declarations the Developer may impose upon the Subdivision, or portions made subject thereto, additional rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, easements, assessments, charges, liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in this Declaration, as Developer may elect in its sole discretion and which shall control over the provisions of this Declaration. Provided, however, that any amendments or other provisions imposed by any such Amended Declaration shall not materially adversely affect the existing single-family residential nature of the Subdivision.

Section 4.3 Assignment of Developer Rights and Authority. Developer may from time to time assign all or any portion of its rights or obligations under this Declaration, including rights of approval, whether on a permanent or temporary basis. Developer, its successors and assigns shall have the further right to so assign any and all such rights and obligations to a homeowners' association, created by Developer.

Section 4.4 Restrictions Run With Land. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons or other entities claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by the then owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change this Declaration in whole or in part. The failure of Developer or any Lot owner to demand or insist upon the observance of any of the restrictions, covenants and conditions set forth herein shall not be deemed a waiver of past or future violations or the right to seek enforcement of the terms hereof.

Section 4.5 Enforcement For Conservation Areas. Enforcement of these restrictions may be had by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, or both, and may be maintained by the Developer or by the owner of any Lot within said Subdivision. In the event of any violation of the restrictions, covenants and conditions set forth herein, the Developer, an applicable homeowners' association, or a Lot owner may notify the offending Lot owner of the violation and demand correction thereof. In the event that the Lot owner fails to comply with the provisions hereof within thirty (30) days after receipt of notice, the Developer or applicable homeowners' association shall have the right to re-enter and correct the violation and the cost of correcting such violation shall be paid by the Lot owner to the Developer or applicable homeowners' association upon demand. In the event a Lot owner shall fail to remedy any violation of the restrictions, covenants and conditions set forth herein within the time period specified above, or shall fail to reimburse the Developer the costs of correcting any violation, then the Developer, applicable homeowners' association or owner of any other Lot within the Subdivision, as the case may be, shall be further entitled to recover all reasonable costs and expenses, including reasonable attorneys fees, incurred in the enforcement of the terms hereof or collecting any amounts past due.

Section 4.6 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.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 9th day of February, 2006.

DEVELOPER:

BIG SKY VENTURES, LLC

BY:   
STEPHEN W. HIBBS


TITLE: MEMBER

STATE OF KENTUCKY  
COUNTY OF NELSON

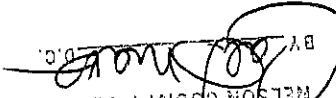
The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of February, 2006, by STEPHEN W. HIBBS, an individual known to me or, if not known to me, presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as MEMBER of BIG SKY VENTURES, LLC, to be the free and voluntary act and deed of said Kentucky limited liability company.

*Msula G. Reedy*  
NOTARY PUBLIC, State at Large  
My Commission Expires: 4/6/09

This Instrument Prepared By:

  
James P. Willett, III  
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2006 FEB -9 AM 11:01  
ATTORNEY GENERAL'S OFFICE  
NELSON COUNTY CLERK  
BY:  B.C.