

REVISED
DECLARATION OF RESTRICTIONS FOR
MILLER'S CROSSING, SECTION II

THESE RESTRICTIONS, made this ___ day of _____ 2002, by Miller's Crossing, LLC, a Kentucky Corporation, of Shepherdsville, KY 40165, hereinafter referred to as "Declarant".

WITNESSETH: That the Declarant is the owner of property know as Miller's Crossing, Section II, which is of record in Deed Book 457, Page 424 & 427, and Plat Cabinet 2, Slide 591, in the office of the County Clerk of Bullitt County, Kentucky, and it is the intention of the Declarant to establish a general plan for the use, occupancy and enjoyment of the subdivision, and for the mutual benefit of its present owners, all lots therein shall be subject to the following restrictions:

1. All lots shall only be used for residential purposes.
2. All one-story residences must contain a minimum of 1800 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.
All two story or split level homes must contain a minimum of 2100 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.
3. All front exteriors of any walls of any building or garage shall be covered by brick, stone or siding to ground level and no stucco shall be visible after final grading.
4. All residences shall be served by a driveway of no less than 10 feet in width and all driveways shall be entirely constructed of asphalt or concrete. Any driveway constructed on a lot shall not interfere with natural drainage and if a culvert (15" minimum) is necessary to allow for proper flow of water, one shall be installed by the owner of the lot prior to the concreting or asphaltting of the driveway.
5. Each owner of a lot shall, within thirty (30) days after completion of house construction on their property, and before occupancy, install adjacent to the street right of way, a concrete sidewalk which shall be 36 inches in width and 4 inches in depth. Said sidewalk shall have expansion joints installed every 10 feet. The sidewalk provided for herein shall not be constructed in any manner which will impede water drainage from the lot. Any sidewalk constructed shall be parallel with the front property line and if the subject lot has a side line which is on a street, then the sidewalk must be constructed across the side of the property as well.
6. No fence or wall of any kind for any purpose shall be erected, placed or remain upon said premises nearer to any highway than the front building lines hereinafter established.
7. Grantor expressly reserves for itself, and its designee, the sole right to grant consents for the construction and operation of electric lights, telephone and telegraph pole lines, and conduits and gas lines and water lines in and upon any and all highways now existing or herein created, upon which any portion of said premises shall abut. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Except the Developer or his agent may maintain a model home or temporary Sales Office on any lot for the purposes of selling Miller's Crossing lots only.
9. No farm animals such as cows, horses, goats, sheep, or like shall be raised, housed, fed or bred upon such property with the exception of Lot 74 which may have up to eight (8) horses, either owned or boarded for others, on the lower portion of the lot, out of view from the main housing area, but said premises shall not be used for the commercial purpose of raising any other animals, including but not limited to, dogs or cats. All household pets must be restrained to their owner's property.
10. There will be a riding /walking trail easement along Floyd's Fork as shown on the recorded plat. This easement will be for the enjoyment and use of the individual lot owners of any lot in Section II that adjoins the Fork, as well as their invited guests. No littering or motorized vehicles will be allowed except as described below in paragraph 11.
11. There will be a 20' access easement following the existing gravel road between Lot 74 and 75 and overlapping the easement discussed in paragraph 10 above on Lots 68-74 only. This will be a **dry-weather road only** and used solely for the purpose of installing and maintaining the lateral field areas as designated by the Bullitt County Health Department for Lots 67, 68, 69, 70, 71, 72, 73 and 74. The property owners of the aforementioned lots will be jointly responsible for the maintenance and upkeep of this gravel road. If any property owner does not pay his/her portion, a lien may be placed on the property by the adjoining property owners. This is above and beyond the standard Association fee described in paragraph 12.

12. Each lot subdivided and sold herein shall be subject to an annual maintenance charge of \$25.00 per lot per year, payable to the Developer or his assignees, on the day of closing the lot loan and on the 1st day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall be automatically subordinated to any first mortgage thereafter placed on the property by a new owner. However, these monies shall not be used for the maintenance or upkeep of the access road described in paragraph 11.

13. Only one (1) single family residence per lot based on the recorded plat.

14. All residents shall refrain from parking any vehicles either personal or business related on any roadway within the subdivision. No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot, (except in a garage), or on any street. No trailer, boat, truck or any other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

15. Developer reserves the right to extend through any lots, roadways to adjacent property, which may be developed by the Developers. This right may be assigned by the Developers if in writing.

16. Developer reserves the right to subdivide any lot existing in the subdivision if necessary for obtaining the necessary Health Department Permit for an on site sewage system. No other lots shall be subdivided without written approval of the Developer.

17. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.

18. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.

19. As to the lien provided for Paragraph 9, it is further understood and agreed that the Developer shall not be required to contribute the annual maintenance fee as set out in the said paragraph unless the Developer has sold and repurchased a lot.

20. All garbage shall be collected at least once a week.

21. All lots must connect to the public water system when available.

22. The purchaser of any building lot (s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans will be at the sole discretion of the Developer and may be arbitrarily and unreasonably withheld. One (1) full set of plans will be provided for the Developer by the Buyer or Builder. Such plans will be signed by the Developer, as well as the lot owner or responsible party, and will remain in the possession of the Developer.

23. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat.

24. Drainage culverts (15" minimum where necessary) need to meet City, County and/or State requirements. All culverts shall have brick or stone head wall, not to exceed the height of the driveway by more than 3". It is the individual owner's responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement or natural drainage exists. It is also the individual owner's responsibility to see that the yard is properly filled in and doesn't hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swells will run on all property lines and it is the individual property owner's responsibility to keep them cleaned out so they drain properly. In order to establish swells, any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage and re-establish sod or grass, etc. Furthermore, it is the owner's responsibility or the responsibility of the owner's contractor, to repair any damages done to the street. Any said damage is to be repaired within 30 days of occurrence. The Developer reserves the right to make necessary repairs and the cost of this will become a lien upon their property.

25. There is no time limit as to when home construction has to start after a lot is purchased as long as owner maintains lot in a presentable condition with grass not to exceed 12" in height. If Developer or Association has to mow, then they can charge and file a lien if necessary. After construction of the home has begun, there will be a time limit of one year for completion of all construction including a concrete or paved driveway.

26. Any satellite dishes or antennas must be screened from view.

27. Mail boxes to be approved by Developer.

28. Each owner of a lot shall, at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

29. Each property owner's utility service lines (electric, telephone, cable) shall be underground throughout the length of service line from Salt River RECC point of delivery to the customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

The electric and telephone easements shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of Salt River RECC, Cable, and Telephone Company.

30. Prefabricated houses will not be permitted on any lot in Miller's Crossing.

31. Should any swimming pool be placed upon the property, the said pool shall be located in the rear yard and shall be screened by a privacy fence constructed entirely of wood, brick, chain-link or ornamental iron and not less than six feet in height. All swimming pools must be in-ground pools; no above ground pools will be permitted.

32. 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.

33. Invalidity of any one of these covenants or restrictions by a judgment of court shall in no way affect any other provisions that shall remain in full force and effect.

34. No portion of any lot in Miller's Crossing shall be used for ingress or egress to another lot or tract of land unless approved in writing by the Developer, but the Developer reserves the right to use any lot for ingress or egress to another lot of that tract of land. Developer reserves the right to grant ingress and egress easements across any lot.

35. Upon 50% of the lots being sold by the original Developer, the Developer shall appoint three (3) individuals who own property within this development. Each owner of a lot shall be a member, and each member shall be entitled to one vote. After the initial appointment, the Association shall meet annually on the 12th day of January of each year, or until they change said meeting time by majority vote. The maintenance assessment established herein shall be paid to the Association upon its initial inception and said Association shall maintain and keep records concerning the location of the bank wherein the funds are kept and records concerning any and all disbursements from said account. Each member shall be entitled to review these records upon request.

36. At each annual meeting, directors and or/officers shall be elected by the lot owners who shall serve for the succeeding one-year period. Failure of the Association to hold elections and/or meetings shall not be a release of the assessments set out herein, which shall not be a release of the assessments set out herein, which shall continue to accrue. The Association shall further have the right to adopt any and all rules and regulations for the benefit of the property to which these restrictions apply.

37. The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions or any provisions hereof may be modified, altered, or terminated upon the written consent of 80% in number of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she owns).

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein written.

MILLER'S CROSSING, LLC

BY: _____
GEORGE R. MILLER of MILLER'S
CROSSING, LLC, a Kentucky
Corporation.

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 RESTRICTIONS FOR MILLER'S CROSSING, LLC. SECTION II, was produced to me in said State and County and was signed, subscribed, sworn, acknowledged and delivered by GEORGE R. MILLER of MILLER'S CROSSING, LLC, a Kentucky corporation, party referred to as "Declarant", to be lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this _____ day of _____, 2001.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Owners of Record:

Patrick and Carla Robertson
5409 Ray Mary Drive
Louisville, KY 40272

Patrick Robertson Date

Carla J. Robertson Date

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 Revised Restrictions for MILLER'S CROSSING, LLC. SECTION II, was signed, subscribed, sworn, acknowledged and delivered by Patrick and Carla Robertson, the only owners of record for Miller's Crossing other than the above mentioned corporation.

WITNESS my hand this _____ day of _____, 2002.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Instrument drafted by:

George R. Miller of MILLER'S CROSSING, LLC
Shepherdsville, KY 40165

REVISED DECLARATION OF
RESTRICTIONS FOR MILLER'S CROSSING SUBDIVISION
SECTIONS I AND II

It is necessary to amend the restrictions of Miller's Crossing Subdivision, Sections I and II, previously recorded in Book 470 Page 171 and Book 568 Page 056 in the office of the County Clerk of Bullitt County, Kentucky by agreement of two-thirds of the lot owners within the development in accordance with the recorded restrictions. It is hereby amended that each lot shall be subject to an annual maintenance charge of \$50.00 per lot per year, payable to the Developer or his assignees, on the day of closing the lot loan and on the 1st day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall automatically be subordinated to any first mortgage thereafter placed on the property by a new owner. This new maintenance charge shall become effective on January 1, 2004. Thereafter, the Directors thus established as provided for in the recorded restrictions may, at their discretion, increase the annual maintenance charge, if necessary, by no more than 25% from the previous year's maintenance charge, without a two-thirds vote from the remaining lot owners. This in no way changes the requirement that a vote of two-thirds of the lot owner's is required to change any of the other provisions in the restrictions as originally recorded in the documents cited above in Book 470 Page 171 and Book 568 Page 056.

George R. Miller of Miller's Crossing LLC (Lots 1, 8, 16, 17, 18, 28, 32, 35, 38, 40, 41, 42, 43, 45, 46, 52, 53, 54, 57, 66, 67, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83)

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, subscribed, sworn, acknowledged, and delivered by each of the parties above in person, to be his or her lawful act and deed for the purposes therein stated.

WITNESS my hand this _____ day of _____, 20__.

NOTARY PUBLIC, STATE AT LARGE, KY