

Deed Restrictions

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTION MOSER FARMS SUBDIVISION

DECLARATION
OF COVENANTS First Second Third Fourth Fifth Sixth
CONDITIONS AND Amendment Amendment Amendment Amendment Amendment Amendment
RESTRICTION

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTION

Section 1

Plat and Subdivision Book 5 Page 104
Oldham County, Kentucky

This Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision is made on this 19th day of January 1999 by Moser Farms Development, Inc., Developer with principal office and place of business at 719 Watterson Trail, Louisville, Kentucky 40243.

Being Lots N/A inclusive as shown on the plat of Moser Farms Subdivision Section 1 of record in Plat and Subdivision Book 1 Pages 104 in the office of the Clerk of Oldham County, Kentucky.

a. "Declaration" shall mean any declaration of covenants, conditions and restrictions as amended from time-to-time, affecting any portion of Moser Farms Subdivision.

b. "Developer" shall mean Moser Farms Development, Inc., a Kentucky Corporation, its successors and assigns, which shall include, but shall not be limited to, any person, corporation, association or other entity to which it may expressly assign its rights, or any of them, from time-to-time, under these Restrictions.

c. "Lot" shall mean any subdivided lot or similar property which comprises a part of Moser Farms Subdivision.

d. "Lot Owner" shall mean the owner or owners of any Lot in Moser Farms Subdivision.

e. Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Moser Farms may be annexed to Moser Farms by Developer.

1. PRIMARY USE RESTRICTIONS

No Lot, "except Open Space lots," shall be used except for private single family residential purposes, and except for "home occupations" as that term is strictly construed under the zoning district regulations for Oldham County. Open Space lots shall be restricted for use by residents of the Subdivision and their guests for visual and recreational purposes in accordance with rules and regulations for the use of Open Space as may be adopted from time to time by the Homeowners Association described hereinbelow. No structure shall be erected, placed or altered or permitted to remain on any non Open Space Lot except one single family dwelling designed for the occupancy of one family (except that any reasonable number of domestic servants living on the premises in accordance with applicable law shall be permitted) not to exceed 2 ½ stories in height.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes", and shall not be permitted on any Lot within the Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirm, (9) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for person in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, and (10) any "group home" or other similar use as determined by Declarant and/or the Homeowners Association defined hereinbelow. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and the 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 this provision or Paragraph 1 hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

2. APPROVAL OF CONSTRUCTION, LANDSCAPE AND ELEVATION PLANS

No buildings, fence, wall, structure, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of a hard and durable surface approved by developer, not including gravel) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous Paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to the Developer or any person or

association to Whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on any Lot.

Garage and driveway locations will be considered for approval in writing by the Developer after consideration is given for the proper development of a particular Lot, such as the slope of the land, protection of existing trees, amount of buffer area between houses, and the location of other garages and driveways on nearby Lots.

3. GENERAL CONTRACTORS

Prior to the commencement of construction on any Lot, the general contractor constructing such structure shall be approved in writing by Developer or any person or association to whom it may assign the right. Developer makes this requirement to maintain high quality of construction within Moser Farms.

4. BUILDING MATERIALS; ROOF; PAINT COLORS

A. The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to the ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, driftwood, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. Vinyl siding may not be used on chimneys.

B. The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every plane on 12 inches horizontal.

C. The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Developer or its successor (including the Community Association).

5. SETBACKS

No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back as shown on the recorded plat of Moser Farms Subdivision. All building setbacks shall comply with the applicable zoning for Moser Farms Subdivision.

6. MINIMUM FLOOR AREAS

A. The ground floor area of a one story house shall be a minimum of 1,800 square feet, exclusive of the garage, breezeway and porches.

B. The ground floor area of a one and one-half story house shall be a minimum of 1,100 square feet, exclusive of the garage, breezeway and porches.

C. The total floor area of a two story house shall be a minimum of 2,300 square feet, exclusive of the garage, breezeway and porches.

D. Basements are required where possible; any exception must have Developer's approval. Finished basement areas, garages and open porches shall not be included in computing floor area.

E. Garages: Carports. The opening or doors for vehicular entrances to any garage located on a Lot shall not face any Lot line adjoining a street, unless otherwise approved in writing by Developer. All Lots shall have at least a two (2) car garage, unless otherwise approved in writing by Developer. No detached garages are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval.

No carport shall be constructed on any Lot in Moser Farms Subdivision.

7. NUISANCES

No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

8. USE OF OTHER STRUCTURES AND VEHICLES

A. No structure of a permanent character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed; provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot, provided that the plans for such shall have been approved in writing by Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

B. No outbuilding, trailer, basement, tent, shack, garage, barn or structure, other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently.

C. No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage

for any period in excess of five (5) days in any 365-day period (any portion of a day constitutes a day).

No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage or any street in the Subdivision in excess of four hours in any 24-hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" is defined as a vehicle meeting anyone of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designated to carry business equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

No vehicle, motorized or otherwise, including, but not limited to, those set forth above, shall be parked overnight on any street or right-of-way of the Subdivision and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a garage.

No vehicle determined to be objectionable or unsightly by Declarant or its successors or assigns, including the Homeowners Association defined hereinbelow, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a Lot except in a garage.

There shall be no habitation of any vehicle parked anywhere in the Subdivision.

D. No automobile shall be continuously or habitually parked on any street or public right-of-way in Moser Farms Subdivision.

9. ANIMALS

No animals, including 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 the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

10. LANDSCAPING

A. Within sixty (60) days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards back to the beginning of the rear yard. Developer, at its sole discretion, may extend or postpone this sixty (60) day term to allow for weather conditions. All finished grade landscaping must be in accordance with construction plans approved by Developer and on file with the Oldham County Department of Works, if required.

B. Upon an Owner's failure to comply with these provisions, Developer may take such action as necessary to comply therewith, and the Owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

11. TREE REQUIREMENT

Upon the construction of a residence, the Lot Owner shall cause to be planted two (2) trees to be approved by developer, each with a minimum diameter of three (3) inches on the lot. An exception is if existing trees (3" in diameter) are growing in the front yard. Upon an Owner's failure to comply with this Paragraph or Paragraph 10, Developer or any person or association to whom it may assign the right, may take action necessary to bring about compliance, and the Owner, on demand, shall reimburse Developer or other performing party for the expense incurred in so doing.

12. MAIL AND PAPER BOXES; HEDGES AND FENCES; SWIMMING POOLS; ANTENNAE

A. A mailbox and paper holder selected by the Developer shall be placed at Lot Owner's expense.

B. No hedge or fence shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry, or possibly wrought iron, and landscaped. Only a portion of the rear yard and, in some circumstances, a portion of the side yard, if approved in writing by Developer, will be fenced. Chain link fences shall not be approved.

C. Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed shall be the responsibility of adjacent Lot Owners for maintenance and repairs.

D. No above ground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld. No wooden privacy fences shall be permissible on golf course lots, except Lots backing up to a maintenance shed.

E. No antennae (except for standard small television antennae) or microwave and other receivers and transmitters, including those currently called "satellite dishes", shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

13.CLOTHES LINES

No outside clothes lines or yard ornaments shall be erected or placed on any Lot.

14. DUTY TO MAINTAIN PROPERTY

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, the Developer, or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

Each Lot Owner recognizes Litre's Quarry as an adjacent property owner to Moser Farm's Subdivision. Each lot Owner agrees to perform a hand drilled boring to determine the depth of rock prior to building. No home shall be constructed with its foundation walls on rock.

15. SIGNS

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one (1) sign for advertising the sale or rent thereof, which sign shall not be greater in area than six (6) square feet, except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

16. DRAINAGE. EROSION AND SEDIMENT CONTROL

A. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, other lots or common areas, or otherwise from Lot Owner's Lot upon any

other property in Moser Farms. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

B. Developer shall provide each Lot Owner with a detailed drainage plan indicating direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered; the Lot Owner shall correct the problem at his expense or Developer may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in Moser Farms.

17. UNDERGROUND UTILITY SERVICE

A. Each property Owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to 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.

Appropriate easements are hereby dedicated and reserved to each property Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat 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 LG&E and South Central Bell Telephone Company and their respective successors and assigns.

B. Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

C. The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of Moser Farms, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

18. DISPOSAL OF TRASH

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on Lot, Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage in Moser Farms Subdivision shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

19. DRAINS

No storm water drains, roof down spouts or ground water shall be introduced into the sanitary sewer system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements

20. OBLIGATION TO CONSTRUCT OR RECONVEY

Within twenty four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved according to Paragraph 2, upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of special warranty. The obligations, duties and requirements of this Section 21 shall run to and benefit the Developer only, may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

Duty to Repair and Rebuild. Each Owner of a Lot shall, at its 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. Any necessary rebuilding shall start 90 days from destruction.

If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Construction shall begin 90 days from date of casualty.

21. RESTRICTIONS RUN WITH LAND

Unless canceled, altered or amended under the provisions of this Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be canceled, altered or amended at any time by the affirmative action of 75% of those persons entitled to vote pursuant to the Articles of Incorporation of the Moser Farms Homeowners Association, Inc. Failure of any Owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

22. ENFORCEMENT

Enforcement of these restrictions, excepting Paragraph 21, shall be by proceeding at law or in equity, brought by any Owner of real property in Moser Farm Subdivision, by a property owners association to be formed under Paragraphs 25 and 26, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

23. INVALIDATION

Invalidation of anyone of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

24. HOMEOWNER'S ASSOCIATION: FEES FOR SUBDIVISION; LIEN

A. If the Developer elects to provide a clubhouse and amenities for Lot owners in Moser Farms Subdivision Lot owners will become automatic members of the amenities at an initial cost of \$50.00 monthly with no initiation fee. These dues for membership shall be included in the Homeowners Association fee and shall be collected in the same manner as set forth in this Section 24. Memberships shall attach to the Lot, not the Lot owner.

B. Every Lot Owner, except Developer, shall pay an annual fee, in addition to the above fee, which fee shall be \$150.00 per Lot during 1999. The annual fee may be charged monthly at the direction of the Board of Directors of the Homeowners Association, If not paid within thirty (30) days of written notice, the fee due shall thereafter be considered delinquent.

C. The annual fee may be used for any purpose generally benefiting the Homeowners Association. All fees referenced herein shall constitute a lien upon the Lot and improvements, but shall be subordinate to the lien of any first mortgage or vendor's lien and shall be enforceable against the real estate by foreclosure or otherwise. A notice of lien

or lis pendens as notice of a nonpayment of an assessment may be recorded, but failure to record shall not invalidate or extinguish the lien.

D. Moser Farms Development Inc. shall manage the Homeowner's Association until 80% of all homes are occupied or until the Association is taken over by Moser Farms Homeowners Association, whichever is first.

25. ASSIGNMENT OF RIGHTS AND GRANT OF PROXY

Developer has incorporated the Moser Farms Homeowners Association, Inc., a Kentucky nonprofit corporation, and has filed and recorded the Articles of Incorporation and has established Bylaws, which together with the Declaration govern all issues relating to membership and operation of the Homeowners Association. Until the Declarant or its successors or assigns, as the developer of the Subdivision, no longer owns any Lots in the Subdivision, as may be amended, or as long as any portion of the Subdivision remains unplatted by Declarant, or until Declarant.. shall 'otherwise declare, each Lot owner, by the acceptance for a deed for such Lot, does automatically and irrevocable appoint the Declarant as the attorney-in-fact and proxy for such Lot owner, in the name and stead of such Lot owner, (1) to act for such Lot owner in executing any document or taking any action to amend this Declaration and/or the Articles or Bylaws of the Homeowners Association, as applicable, and (2) otherwise to exclusively exercise all rights of such Lot owner to vote as a member of the Homeowners Association on all matters coming before the members of the Homeowners Association, and to cast such vote as Declarant sees fit in its sole discretion. All actions so taken by the Declarant as such attorney-in fact and proxy shall be fully binding upon the Lotowner as if taken by the Lot owner in its, his or her own name without acting through an attorney-in-fact and proxy. Such irrevocable appointment of Declarant as attorney-in-fact and proxy for each such Lot owner is a power coupled with an interest."

26. NON-LIABILITY OF DIRECTORS AND OFFICERS

Neither Declarant, its directors or officers, nor the directors or officers of the Homeowners Association, shall be personally liable to any of the Lot owners for any mistake of judgment or fact or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The Lot owner shall indemnify and hold harmless each of the directors and officers of the Homeowners Association and their respective, heirs, executors, administrators, personal representatives, successors and assigns, for acts or omissions of any nature whatsoever while acting in their official capacity and otherwise in accordance with the Articles and/or Bylaws of the Homeowners Association.

27. SIDEWALKS

Required by construction plans approved by and on file with the Oldham County Planning and Zoning Commission shall be constructed on each Lot by the Lot Owner before house construction is completed by the builder.

28. PASSAGEWAYS

Until a Lot is sold for purposes of construction of a dwelling on such Lot, developer reserves the right to utilize any Lot as a possible future passageway (road) to adjacent property.

29. SILT FENCING ALONG GOLF COURSE

All Owners of Lots bordering, or backing up to the Glen Oaks golf course, shall, during the construction period for clearing and/or building of any structure on the Lot, place a fabric silt fence at a minimum of 18" in height and a minimum of 6" underground along the perimeter of the Lot contiguous to the golf course. This silt fence shall remain in good repair during the entire construction period removed only when the Lot is seeded and grass has been established. The purpose is to keep silt from contaminating the golf course land. No paper debris shall be allowed to blow from Lot to golf course land. Removal or clean up of the above-referenced-items shall be at Lot Owner's expenses.

30. FENCES

If erected by Developer on the outer perimeter and at the rear of Lots in various parts of the subdivision shall become the property of abutting Lot Owner. Fences will be maintained and painted by the Lot Owner. No wood fences on golf course lots.

31. MAINTENANCE OF OPEN SPACE AND SIGNATURE WALLS

The Homeowners Association shall maintain the open space and signature walls which are an integral part of the subdivision community and development.

32. DEDICATION OF COMMON AREAS

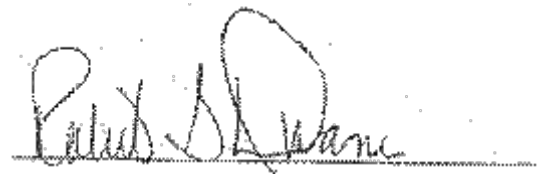
No common areas, including medians in the right of way open space or signature walls, shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Oldham County Planning Commission. The provisions contained in this Paragraph numbered 33 shall not be amended by the Homeowners Association.

33. MAINTENANCE OF RECREATION SPACE

The Homeowners Association shall be deeded ownership of the open space and shall be responsible for maintaining the open space which is an integral part of the subdivision community and development.

WITNESS the signature of Developer by its duly authorized officer on this 19th day of January 1999.

**MOSER FARMS
DEVELOPMENT INC.**
A Kentucky Corporation

A handwritten signature in dark ink, appearing to read "Robert S. Duane", is written over a horizontal line.

By:
Robert S. Duane, President

DOCUMENT NO: 193166
RECORDED ON JANUARY 19,
1999 04:12:22P
TOTAL FEES: \$30.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: TINA KULMER
BOOK R6 PAGES 543 - 554

DECLARATION						
OF COVENANTS	First	Second	Third	Fourth	Fifth	Sixth
CONDITIONS	Amendment	Amendment	Amendment	Amendment	Amendment	Amendment
AND						

RESTRICTION

---BACK TO
TOP---

FIRST AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION, SECTION 1

Plat and Subdivision Book 5, Page 104
Oldham County, Kentucky

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision is made on this 18th day March ,1999 by Moser Farms Development, Inc., whose principal office and place of business is 719 Watterson Trail, Louisville, Kentucky 40243 ("Developer").

WITNESSETH:

WHEREAS, Developer is the current owner of all lots in a certain residential subdivision known as "Moser Farms, Section 1 "; and

WHEREAS, Developer desires to amend the Declaration of Covenants, Conditions and restrictions affecting Moser Farms of record in Deed Book R6, Page.543 in the Office of the clerk of Oldham County, Kentucky ("Declaration"), pursuant to Paragraph 26 of said Declaration; and

WHEREAS, this Amendment is necessary and desirable to amend Paragraph 4.A of the Declaration with regard to building materials for chimneys;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares as follows:

1. The last sentence of Paragraph 4.A of the Declaration which reads "Vinyl siding may not be used on chimneys" is hereby deleted.
2. The real property, more fully described in the Declaration and in this Amendment, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions affecting Moser Farms, Section 1 to be executed on this 28th day of March, 1999

MOSER FARMS DEVELOPMENT
INC.

By: Robert S. Duane, President

DOCUMENT NO: 196753
RECORDED ON MARCH 23, 1999
12:44:19P
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELLE A
OVERMAN
BOOK R6 PAGES 584 - 585

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTION	First Amendment	Second Amendment	Third Amendment	Fourth Amendment	Fifth Amendment	Sixth Amendment
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---BACK TO
TOP---

SECOND AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION, SECTION 1

Plat and Subdivision Book 5, Page 104
Oldham County, Kentucky

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision is made on this 21st day of December, 1999 by Moser Farms Development, Inc., whose principal office and place of business is 719 Speckman Road, Louisville, Kentucky 40243 ("Developer").

WITNESSETH:

WHEREAS, Developer is the current Owner of all lots in a certain residential subdivision known as "Moser Farms, Section 1 ", and

WHEREAS, Developer desires to amend the Declaration of Covenants, Conditions and Restrictions affecting Moser Farms of record in Deed Book 6, Page 543 the Office of the Clerk of Oldham County, Kentucky ("Declaration"), pursuant to Paragraph 26 of said Declaration; and

WHEREAS, this Amendment is necessary and desirable to amend Paragraph 4.A of the Declaration with regard to building materials for chimneys;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares as follows:

1. The first sentence in paragraph 4.A of the declaration shall be hereby deleted and replaced with the following:

Upon the construction of a single family residence, the lot owner shall cause to be planted two (2) trees to be approved by developer, each with a minimum diameter of 2" on the lot only one of which can be in the front landscaping.

2. The real property, more fully described in the Declaration and in this Amendment, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions affecting Moser Farms Section 1 to be executed on this 21st day December, 1999.

MOSER FARMS DEVELOPMENT
INC.

By: Robert S. Duane, President

DOCUMENT NO: 210998
RECORDED ON DECEMBER 21,
1999 01:03:17P
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN

DECLARATION
OF COVENANTS
CONDITIONS
AND
RESTRICTION

First Second Third Fourth Fifth Sixth
Amendment Amendment Amendment Amendment Amendment Amendment

---BACK TO
TOP---

THIRD AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS for Moser Farms Subdivision (Amendment) is made at
the direction of and caused to be recorded by MOSER FARMS DEVELOPMENT, INC. (the
"Developer") whose address 719 Speckman Road, Louisville, KY 40243,

WITNESSETH:

WHEREAS, Developer is the current owner, attorney-in-fact for the owner, of all platted lots in a
certain residential subdivision known as Moser Farms Subdivision. as shown on plat of Section 1
of record in Plat and Subdivision Book 5, Page 104, in the Office of the County Clerk of Oldham
County, Kentucky {the "Moser Plat"); and

WHEREAS, Developer has made and declared a Declaration of Covenants, Conditions and
Restrictions for: Moser Farms Subdivision. Section 1 dated..January 19, 1999, which is recorded
in Book R6, Page 543, in the Office of the County Clerk of Oldham County, Kentucky, as
amended by First Amendment to Declaration or Covenants, Conditions and Restrictions for
Moser Farms Subdivision, Section 1, dated March 18, 1999, which is recorded in Book R6 Page
584, and as further amended by Second. Amendment to Declaration of Covenants, Conditions
and Restrictions for Moser Farms Subdivision Section 1, dated December 21, 1999, which is
recorded in Book R7. Page 62, all in the Office of the Clerk aforesaid (the "Declaration"); and

WHEREAS, this Third Amendment is necessary and desirable to add, pursuant to Preamble c.
"Other Additions" and pursuant to Section 25 of the Declarations, Section 3 of Moser Farms
Subdivision which shall contain Twenty-Four (24) additional buildable lots and One (1) open
space/nonbuildable lot, and to correct errors in the previously recorded Declaration and
amendments.

NOW THEREFORE, in accordance with the foregoing preambles which are hereby incorporated
herein, Developer hereby declares as follows:

1. The first and last paragraphs of the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision, Section 1, dated December 21, 1999, which is recorded in Book R7, Page 62. shall be amended to reflect that the particular instrument is, in fact, the Second Amendment, as stated therein.

2. The second paragraph on page 1 of the Declaration shall be amended to state as follows:
BEING Lots 1 through 16, inclusive and Lots 39 through 68, Inclusive, all as shown on the plat of Moser Farms Subdivision, Section 1 of record plat and Subdivision Book 5, Page 104, in the Office of the Clerk of Oldham County, Kentucky.

3. The additional real property which is subject to this Third Amendment is located in Oldham County, Kentucky, and is more particularly described as follow:

BEING Lots 17 through 38. inclusive, Lot 70, Lot 71. and open Space Lot 170, as shown on the plat of Moser Farms Subdivision, Section 3, filed simultaneously herewith, of record in Plat and subdivision Book P6, Page 1, in the Office of the Clerk of Oldham County, Kentucky.

BEING this same property acquired by Developer by deed dated August 22, 2000, of record in Deed Book 655, Page 308, in the Office of the Clerk aforesaid

Developer hereby further declares that said Property shall be owned, held, used, leased, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in , and other provisions of the Declaration, as if included in and made part of the Declaration.

IN WITNESS WHEREOF. the Developer has caused this Third Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 5th day of January 2001.

MOSER FARMS DEVELOPMENT,
INC.

Robert S. Duane, President

DOCUMENT NO: 227353
RECORDED ON JANUARY 05,
2000 01:32:17P
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELLE A
OVERMAN

DECLARATION
OF COVENANTS
CONDITIONS
AND
RESTRICTION

First

Amendment

Second

Amendment

Third

Amendment

Fourth

Amendment

Fifth

Amendment

Sixth

Amendment

---BACK TO
TOP---

FOURTH AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION

This FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Moser Farms Subdivision ("Amendment!") is made at the direction of and caused to be recorded by MOSER FARMS DEVELOPMENT, INC. (the "Developer"), whose address is 719 Speckman Road, Louisville, KY 40243.

WITNESSETH:

WHEREAS, Developer is the current owner~ or attorney-in-fact for the owner, of all platted lots in a certain residential subdivision known as Moser Farms Subdivision as shown on plat of Section 1 of record in Plat and Subdivision Book P5, Page 104, and as shall on plat of Section 3 of record in Plat and Subdivision Book P6, Page 1, both in the Office of the County Clerk of Oldham County, Kentucky (the "Moser Farm Plats"); and

WHEREAS, Developer has made and declared a Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated January 19, 1999, which is recorded in Book R6, Page 543, in the Office of the County Clerk of Oldham County, Kentucky, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated March 18, 1999, which is recorded in Book R6, Page 584, as amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated December 21, 1999, which is recorded in Book R 7, Page 62, and as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated January 5, 2001, which is recorded in Book R7, Page 243, all in the Office of the Clerk aforesaid (the "Declaration"); and

WHEREAS, this Fourth Amendment is necessary and desirable to add, pursuant to Preamble e. "Other Additions" and pursuant to Section 25 of the Declaration, Section 5 of Moser Farms Subdivision which shall contain Forty (40) additional buildable lots;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares that the additional real property which is subject to this Fourth Amendment is located in Oldham County, Kentucky, and is more particularly described as follows:

BEING Lots 72 through 112, inclusive, as shown on the plat of Moser Farms Subdivision, Section 5, filed simultaneously herewith, of record in Plat and Subdivision Book P6, Page 23, in the Office of the Clerk of Oldham County, Kentucky.

BEING a portion of the same property acquired by Developer by deed dated August 22, 2000, of record in Deed Book 655, Page 308, in the Office of the Clerk aforesaid.

Developer hereby further declares that said additional real property shall be owned, held, used, leased, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and all other provisions of, the Declaration, as if included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 21st day of December, 2001.

MOSER FARMS DEVELOPMENT,
INC.

Robert S. Duane, President

DOCUMENT NO: 247920
RECORDED ON DECEMBER 21,
2001 09:57:36AM
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELLE A
OVERMAN
BOOK R7 PAGES 528 - 530

DECLARATION
OF COVENANTS
CONDITIONS
AND
RESTRICTION

First
Amendment

Second
Amendment

Third
Amendment

Fourth
Amendment

Fifth
Amendment

Sixth
Amendment

---BACK TO
TOP---

FIFTH AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION

This FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Moser Farms Subdivision ("Amendment") is made at the direction of and caused to be recorded by MOSER FARMS DEVELOPMENT, INC. (the "Developer"), whose address is 719 Speckman Road, Louisville, KY 40243.

WITNESSETH:

WHEREAS, Developer is the current owner, or attorney-in-fact for the owner, of all platted lots in a certain residential subdivision known as Moser Farms Subdivision as shown on plat of Section 1 of record in Plat and Subdivision Book P5, Page 104, and as shown on plat of Section 3 of record in Plat and Subdivision Book P6, Page 1, and as shown on plat of Section 5 of record in Plat and Subdivision Book P6, Page 23, all in the Office of the County Clerk of Oldham County, Kentucky (the "Moser Fann Plats"); and

WHEREAS, Developer has made and declared a Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated January 19, 1999, which is recorded in Book R6, Page 543, in the Office of the County Clerk of Oldham County, Kentucky, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated March 18, 1999, which is recorded in Book R6, Page 584, as amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated December 21, 1999, which is recorded in Book R7, Page 62, as amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated January 5, 2001, which is recorded in Book R7, Page 243, and as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Moser Farms Subdivision dated _____, 200____, which is recorded in Book _____, Page _____, all in the Office of the Clerk aforesaid (the "Declaration"); and

WHEREAS, this Fifth Amendment is necessary and desirable to add, pursuant to Preamble e. "Other Additions" and pursuant to Section 25 of the Declaration, Section 6 of Moser Farms Subdivision which shall contain Eleven (11) additional buildable lots and to amend certain provisions of the Declaration as they pertain to these lots;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares as follows:

1. The additional real property which is subject to this Fifth Amendment is located in Oldham County, Kentucky, and is more particularly described as follows:

BEING Lots E 1 through E 11, inclusive, as shown on the plat of Moser Farms Subdivision, Section 6, filed simultaneously herewith, of record in Plat and Subdivision Book P6 Page 23, in the Office of the Clerk of Oldham County, Kentucky.

BEING a portion of the same property acquired by Developer by deed dated August 22, 2000, of record in Deed Book 655, Page 308, in the Office of the Clerk aforesaid.

2. Section 6 of the Declaration shall be amended to provide that the minimum floor areas for homes built on Lots E1 through E 11, inclusive, shall be as follows:

- a) The ground floor area of a one story house shall be a minimum of 2,200 square feet, exclusive of the garage, breezeway and porches;
- b) The ground floor area of a one and one-half story house shall be a minimum of 1,600 square feet, exclusive of the garage, breezeway and porches;
- c) The total floor area of a two story house shall be a minimum of 2,800 square feet, exclusive of the garage, breezeway and porches.

3. Developer hereby further declares that said additional real property shall be owned, held, used, leased, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Fifth Amendment as if included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 21st day of December, 2001.

MOSER FARMS DEVELOPMENT,
INC.

Robert S. Duane, President

DOCUMENT NO: 247921
RECORDED ON DECEMBER 21,
2001 09:58:06AM
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELLE A
OVERMAN
BOOK R7 PAGES 531 - 533

DECLARATION
OF COVENANTS
CONDITIONS
AND
RESTRICTION

First

Amendment

Second

Amendment

Third

Amendment

Fourth

Amendment

Fifth

Amendment

Sixth

Amendment

---BACK TO
TOP---

SIXTH AMENDMENT TO DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS

MOSER FARMS SUBDIVISION

This SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Moser Farms Subdivision ("Sixth Amendment") is made at the direction of and caused to be recorded by MOSER FARMS DEVELOPMENT, INC. (the "Developer"), whose address is 719 Speckman Road, Louisville, Kentucky 40243.

WITNESSETH:

WHEREAS, Developer is the current owner, or attorney-in-fact for the owner, of all platted lots in a certain residential subdivision known as Moser Farms Subdivision as shown on plat of Section 1 of record in Plat and Subdivision Book P5, Page 104, and as shown on plat of Section 3 of record in Plat and Subdivision Book P6, Page 1, and as shown on plat of Section 5 of record in Plat and Subdivision Book P6, Page 23, and as shown on plat of Section 6 of record in Plat and Subdivision Book P6, Page 37, all in the Office of the County Clerk of Oldham County, Kentucky (the "Moser Farm Plats"); and

WHEREAS, Developer has made and declared a Declaration of Covenants, Conditions and restrictions for Moser Farms Subdivision dated January 19, 1999, which is recorded in Book R6, Page 543, in the Office of the County Clerk of Oldham County, Kentucky, as amended by First Amendment to same dated March 18, 1999 of record in Book R6, Page 584, as further amended by Second Amendment to same dated December 21, 1999 of record in Book R7, Page 62, as further amended by Third Amendment to same dated January 5, 2001 of record in Book R7, Page 243, as further amended by Fourth Amendment to same dated December 21, 2001 of record in Book R7, Page 529, and as further amended by Fifth Amendment to same dated December 21, 2001 of record in Book R7, Page 531, all in the Office of the Clerk aforesaid (the "Declaration"); and

WHEREAS, this Sixth Amendment is necessary and desirable to add, pursuant to Preamble (e) "Other Additions" and pursuant to Section 25 of the Declaration, Section 2 of Moser Farms Subdivision which shall contain Fifty-Four (54) additional buildable lots and Two (2) additional open space lots;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares as follows:

1. The additional real property which is subject to this Sixth Amendment is located in Oldham County, Kentucky, and is more particularly described as follows:
BEING Lots 113 through 167, inclusive, and Open Space Lots 168 and 171, as shown on the plat of Moser Farms Subdivision, Section 2, filed simultaneously herewith, of record in Plat and Subdivision Book P6, Page 37, in the Office of the Clerk of Oldham County, Kentucky.
BEING a portion of the same property acquired by Developer by deed of record in Deed Book D718, Page 165, in the Office of the Clerk aforesaid.
1. Developer shall install a sound wall along the rear of Lots 117 through 165 as shown on the plat of Moser Farms Subdivision, Section 2, filed simultaneously herewith. After construction of the sound wall by Developer, the Homeowner's Association shall be responsible for any and all maintenance of the sound wall and easement are hereby reserved over, upon and through said lots for the sole purpose of installing and maintaining said sound wall.
1. Developer hereby further declares that said additional real property shall be owned, held, used, leased, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Sixth Amendment as if included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed on this 09th day of December, 2002

MOSER FARMS DEVELOPMENT,
INC.

Robert S. Duane, President

DOCUMENT NO: 270490
RECORDED ON DECEMBER 10,
2002 08:32:43AM
TOTAL FEES: \$12.00
COUNTY CLERK: ANN B BROWN
COUNTY: OLDHAM COUNTY
DEPUTY CLERK: MICHELLE A
OVERMAN
BOOK R8 PAGES 168 - 170

DECLARATION
OF COVENANTS First
CONDITIONS AND Amen
RESTRICTION