

DECLARATION OF RESTRICTIONS

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Sub-division Book 18, Page 44, plat known as RIVERWOOD SEC. #1 and hereby imposes on all of the property in said subdivision the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.
2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.
3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.
5. The floor area of a one story house shall be a minimum of 1700 square feet. The first floor area of a two story house shall be a minimum of 1000 square feet. The first floor area of a one and one-half story house shall be a minimum of 1500 square feet. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by the Riverwood Co., or to any one to whom the power of approval shall be delegated in writing by the Riverwood Co., before construction is begun.
6. Lawngrades, fences and house elevations and location of house are to be approved in the same manner as the residence plans. See Section 5.
7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.
8. No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet, except the grantor shall have the right to erect larger signs when advertising the subdivision. This does not include house numbers and name plates and the names "Doctor" or "Dentist" on the property.
9. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

10. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

11. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

12. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

13. No commercial vehicle such as trucks, etc. may be housed or maintained on these lots.

14. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

15. These restrictions shall remain in effect until January 1, 1984, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

16. The grantor herein may at any time it sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

17. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, Witness the signatures of the parties of the first part this day of _____, 1960.

The Riverwood Co.

By Paul F. Semonin, Jr., Pres.

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS:

I, the undersigned, a Notary Public in and for the above named County and State, hereby

certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by PAUL F. SEMONIN, JR., as President of The Riverwood Co., a corporation, to be its act and deed.

My commission expires:

IN TESTIMONY WHEREOF, Witness my hand and official seal, this 18 day of August, 1961.

Thomas Carson Helm
Notary Public
Jefferson County, Kentucky

Recorded at Deed Book 3707 Page 478

**AMENDED DEED RESTRICTIONS AFFECTING
LOTS IN "RIVERWOOD, SEC. I"**

W I T N E S S E T H :

WHEREAS, the undersigned, THE RIVERWOOD CO., a Kentucky Corporation, has heretofore imposed the restrictions and stipulations hereinafter mentioned on the recorded plat of RIVERWOOD, SECTION 1, which plat is recorded in Plat and Subdivision Book 18, Page 44, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and,

WHEREAS, the undersigned corporation wishes to further publicize and emphasize these restrictions, by making same a part of the recorded deed restrictions affecting the lots in the afore-said subdivision.

NOW THEREFORE, the undersigned corporation does hereby amend Paragraph 9 of the Declaration of Restrictions recorded in Deed Book 3707, Page 478, in said office, by adding thereto the following provisions:

"(a). On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas and Electric Company (from L.G.& E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective lot owner upon which the said service line is located.

(b). The electric and telephone easements shown on the aforesaid plat of "RIVERWOOD" 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 consent in writing of Louisville Gas and Electric Company and Southern Bell Telephone and Telegraph Company."

IN TESTIMONY WHEREOF, witness the signature and corporate seal of THE RIVERWOOD CO., a corporation, this the 28th day of May, 1962.

THE RIVERWOOD CO., a Kentucky corporation

By: Paul F. Semonin, Jr., Pres.

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was produced to me in my office in said State and County by Paul F. Semonin, Jr., as President of THE RIVERWOOD CO., a Kentucky corporation, party thereto, and was acknowledged and delivered by him to be the act and deed of said corporation.

WITNESS my hand this the 28th day of May, 1962.

My commission expires: August 1, 1965.

Ruth Booker
NOTARY PUBLIC, Jefferson County Kentucky

Recorded at Deed Book 3762, Page 571

DECLARATION OF RESTRICTIONS
OF
RIVERWOOD SECTION #2

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Subdivision Book 21, Page 72, plat known as RIVERWOOD SECTION #2 and hereby imposes on all of the property in said subdivision the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.
2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.
3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be installed on any lot.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.
5. The floor area of a one story house shall be a minimum of 2000 square feet. The first floor area of a two story house shall be a minimum of 1200 square feet. The first floor area of a one and one-half story house shall be a minimum of 1500 square feet. The area requirements for all other types of houses are to be at the discretion of the grantor or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same shall be submitted to and approved in writing by The Riverwood Co., or to any one to whom the power of approval shall be delegated in writing by The Riverwood Co., before construction is begun.
6. Lawngrades, fences and house elevations and location of house are to be approved in the same manner as the residence plans. See Section 5.
7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.
8. No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet, except the grantor shall have the right to erect larger signs when advertising the

subdivision. This does not include house numbers and name plates and the names "Doctor" or "Dentist" on the property.

9. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

10. No residence shall be constructed on any lot that does not compare favorably in character, design, and construction with others in the subdivision and unless said residence shall be suitable to the site and in harmony with the other homes and the surroundings.

11. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

12. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

13. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

14. No commercial vehicle such as trucks, etc. may be housed or maintained on these lots.

15. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

16. On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas and Electric Company (from L.G. & E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective lot owner upon which the said service line is located.

17. The electric and telephone easements shown on the aforesaid plat of Riverwood Section #2 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 consent in writing of Louisville Gas and Electric Company and Southern Bell Telephone and Telegraph Company.

18. These restrictions shall remain in effect until June 30, 1994, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

19. The grantor herein may at any time it sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

20. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part this 24th day of August, 1964.

THE RIVERWOOD CO.

BY: Paul F. Semonin, Jr.
President

BY: Ruth Booker
Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the above named County and State, hereby certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by Paul F. Semonin, Jr. as President and Ruth Booker as Secretary of The Riverwood Co., a corporation, party hereto and acknowledged and delivered by them to be their act and deed and that of The Riverwood Co.

My commission expires Nov 15, 1965

In testimony whereof, witness my hand and official seal this 24th day of August, 1964.

B. C. Amshoff
Notary Public,
Jefferson County, Kentucky

DECLARATION OF RESTRICTIONS
OF
RIVERWOOD SECTION #3

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Sub-division Book 21, Page 72, plat known as RIVERWOOD SECTION #3 and hereby imposes on all of the property in said subdivision the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.
2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.
3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be installed on any lot.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any time shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.
5. The floor area of a one story house shall be a minimum of 2000 square feet. The first floor area of a two story house shall be a minimum of 1200 square feet. The first floor area of a one and one-half story house shall be a minimum of 1500 square feet. The area requirements for all other types of houses are to be at the discretion of the grantor or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by The Riverwood Co., or to any one to whom the power of approval shall be delegated in writing by The Riverwood Co., before construction is begun.
6. Lawngrades, fences and house elevations and location of house are to be approved in the same manner as the residence plans. See Section 5.
7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.
8. No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet, except the grantor shall have the right to erect larger signs when advertising the subdivision. This does not include house numbers and name plates and the names "Doctor" or "Dentist" on the property.

9. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

10. No residence shall be constructed on any lot that does not compare favorable in character, design, and construction with others in the subdivision and unless said residence shall be suitable to the site and in harmony with the other homes and the surroundings.

11. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

12. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

13. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

14. No commercial vehicle such as trucks, etc. may be housed or maintained on these lots.

15. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

16. On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas and Electric Company (from L.G. & E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective lot owner upon which the said service line is located.

17. The electric and telephone easements shown on the aforesaid plat of Riverwood Section #3 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 consent in writing of Louisville Gas and Electric Company and Southern Bell Telephone and Telegraph Company.

18. These restrictions shall remain in effect until June 30, 1994, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

19. The grantor herein may at any time it sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

20. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, witness the signature of the parties of the first part this 27th day of August, 1964.

THE RIVERWOOD CO.

BY: Paul F. Semonin, Jr.
President

BY: Ruth Booker
Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the above named County and State, hereby certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by Paul F. Semonin, Jr. as President and Ruth Booker as Secretary of The Riverwood Co., a corporation, party hereto and acknowledged and delivered by them to be their act and deed and that of The Riverwood Co.

My commission expires March 8, 1965

In testimony whereof, witness my hand and official seal this 27th day of August, 1964.

Mary M. Schooler
Notary Public,
Jefferson County, Kentucky

Recorded at Deed Book 3914, Page 338

DECLARATION OF RESTRICTIONS
OF
RIVERWOOD SECTION #4

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Sub-division Book 23, Page 42, plat known as RIVERWOOD SECTION #4 and hereby imposes on all of the property in said subdivision the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.
2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.
3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be installed on any lot.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any shall be used as a residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.
5. The floor area of a one story house shall be a minimum of 2000 square feet. The first floor area of a two story house shall be a minimum of 1200 square feet. The first floor area of a one and one-half story house shall be a minimum of 1500 square feet. The area requirements for all other types of houses are to be at the discretion of the grantor or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by The Riverwood Co., or to any one to whom the power of approval shall be delegated in writing by The Riverwood Co., before construction is begun.
6. Lawngrades, fences and house elevations and location of house are to be approved in the same manner as the residence plans. See Section 5.
7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.
8. No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet, except the grantor shall have the right to erect larger signs when advertising the subdivision. This does not include house numbers and name plates and the names "Doctor" or "Dentist" on the property.

9. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

10. No residence shall be constructed on any lot that does not compare favorably in character, design, and construction with others in the subdivision and unless said residence shall be suitable to the site and in harmony with the other homes and the surroundings.

11. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

12. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

13. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

14. No commercial vehicle such as trucks, etc. may be housed or maintained on these lots.

15. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

16. On all lots, property owner's electric utility service lines shall be underground at location designated by Louisville Gas and Electric Company (from L.G. & E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the respective lot owner upon which the said service line is located.

17. The electric and telephone easements shown on the aforesaid plat of Riverwood Section #4 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 consent in writing of Louisville Gas and Electric Company and Southern Bell Telephone and Telegraph Company.

18. These restrictions shall remain in effect until June 30, 1994, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

19. The grantor herein may at any time it sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

20. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part this 30th day of December, 1965.

THE RIVERWOOD CO.

BY: Paul F. Semonin, Jr.
President

BY: Ruth Booker
Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the above named County and State, hereby certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by Paul F. Semonin, Jr. as President and Ruth Booker as Secretary of The Riverwood Co., a corporation, party hereto and acknowledged and delivered by them to be their act and deed and that of The Riverwood Co.

My commission expires September 24, 1966

In testimony whereof, witness my hand and official seal this 30th day of December, 1965.

Ethel Dahlem
Notary Public,
Jefferson County, Kentucky

Recorded at Deed Book 4013, Page 174

DECLARATION OF RESTRICTIONS
OF
RIVERWOOD SECTION #5
and
Revision of Lots 90, 91, 92, 93, 94 & 95, Section 2

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Sub-division Book 24, page 2, plat known as RIVERWOOD SECTION #5 and Revision of Lots 90, 91, 92, 93, 94 & 95, Section 2, and hereby imposes on all of the property in said subdivision the following restrictions for the protection and conservation of its value as to the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.

2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.

3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be installed on any lot.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any time shall be used as residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.

5. The floor area of a one story house shall be a minimum of 2000 square feet. The first floor area of a two story house shall be a minimum of 1200 square feet. The first floor area of a one and one-half story house shall be a minimum of 1500 square feet. The area requirements for all other types of houses are to be at the discretion of the grantor or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by The Riverwood Co., or to anyone to whom the power of approval shall be delegated in writing by The Riverwood Co., before construction is begun.

6. Lawn grades, fences and house elevations and location of house are to be approved in the same manner as the residence plans, See Section 5.

7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.

8. No more than one sign shall be permitted on any lot and same shall not be larger than 16 square feet except the grantor shall have the right to erect larger signs when advertising the

subdivision. This does not include house numbers and name plates and the names "Doctor" or "Dentist" on the property.

9. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.

10. No residence shall be constructed on any lot that does not compare favorably in character, design, and construction with others in the subdivision and unless said residence shall be suitable to the site and in harmony with the other homes and the surroundings.

11. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

12. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

13. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

14. No commercial vehicle such as trucks, etc. may be housed or maintained on these lots.

15. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

16. On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas and Electric Company (from L.G. & E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which the said service line is located.

17. The electric and telephone easements shown on the aforesaid plat of Riverwood, Section #5 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 consent in writing of Louisville Gas and Electric Company and Southern Bell Telephone and Telegraph Company.

18. These restrictions shall remain in effect until June 30, 1994, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

19. The grantor herein may at any time its sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

20. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part this 28th day of June, 1966.

THE RIVERWOOD CO.

By: Paul F. Semonin, Jr.
President

By: Ruth Booker
Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the above named County and State, hereby certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by Paul F. Semonin, Jr. as President and Ruth Booker as Secretary of The Riverwood Co., a corporation, party hereto and acknowledged and delivered by them to be their act and deed and that of The Riverwood Co.

My commission expires Sept. 24, 1966

In testimony whereof, witness my hand and official seal this 28th day of June, 1966.

Ethel Dahlem
Notary Public
Jefferson County, Kentucky

DECLARATION OF RESTRICTIONS
OF
THE RIVERWOOD CO. SECTION 6

THE RIVERWOOD CO. has filed in the Jefferson County Clerk's Office in Plat and Sub-division Book 29, Page 93, plat known as Riverwood, Section 6, and hereby imposes on all the property in said subdivision the following restrictions for the protection and conservation of its value as to be the use and improvements of said property, all of which shall be observed by the grantees and heirs and assigns.

1. All improvements erected upon the property shall be used for private single-family residential purposes only.
2. Building lines as shown on the plat aforesaid are hereby established and shall be observed except that in the event of change in requirements of the Louisville and Jefferson County Planning and Zoning Commission, the grantor shall have the right to establish a different location for building lines by providing for same in the conveyance of lot or lots where such a change in location is desired by it.
3. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be installed on any lot.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision at any time shall be used as residence, temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the restrictions in the subdivision.
5. The floor area of a one story house shall be a minimum of 2,000 square feet. The first floor area of a two story house shall be a minimum of 1,200 square feet. The first floor area of a one and one-half story house shall be a minimum of 1,500 square feet. The area requirements for all other types of houses are to be at the discretion of the grantor or to whomever its powers are delegated as set out herein. Open porches and attached garages are not to be included in computing floor area. The plans of each residence and/or garage showing the plan, type, kind, size, shape, height, material, color scheme, and location of same, shall be submitted to and approved in writing by The Riverwood Co., or anyone to whom the power of approval shall be delegated in writing by The Riverwood Co., before construction is begun.
6. Lawn grades, fences and house elevations and location of house are to be approved in the same manner as the residence plans, See Section 5.
7. Right is reserved by the grantor to cut the grass and weeds on unimproved lots.
8. A perpetual easement is reserved on each lot as shown on plat for public utility installation, maintenance and drainage.
9. No residence shall be constructed on any lot that does not compare favorably in char-

acter, design, and construction with others in the subdivision and unless said residence shall be suitable to the site and in harmony with the other homes and the surroundings.

10. No sewer or foul water shall be allowed to stand or flow upon the surface of the property conveyed, nor to flow into or onto the adjoining lots by any of the owners in the subdivision.

11. No chickens, ducks, geese or other fowl and no swine, cattle, goats, or other like animal or animals shall be kept on any lot.

12. The owner of any lot may enforce the restrictions and covenants by proper legal proceedings. Invalidation of any one of the covenants or part thereof by judgment or court order shall not affect the others, which remain in full force and effect.

13. No commercial vehicle such as trucks, etc., may be housed or maintained on these lots.

14. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by grantor or his agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

15. On all lots, property owner's electric utility service lines shall be underground at locations designated by Louisville Gas and Electric Company (from L.G. & E's pedestal at property line throughout length of service lines to customer's building); and title thereto shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which the said service line is located.

16. The electric and telephone easements shown on the aforesaid plat of Riverwood, Section 6, 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 consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone and Telegraph Company.

17. These restrictions shall remain in effect until August 1, 2003, after which they may be cancelled or changed, altered, amended or added to at any time by written instrument executed by the owners of 3/4 of all the lots in said subdivision, but shall remain in effect until so cancelled or changed.

18. The grantor herein may at any time it sees fit by written notice delegate to the owner or owners of a majority of the lots in the subdivision any or all of its rights reserved herein with respect to consents or approvals and said owner or owners of a majority thereof shall appoint an agent or form an organization or committee to enforce the rights reserved herein to the grantor.

19. These restrictions do not extend to, nor apply to any other property that is owned or may be acquired by The Riverwood Co., which other property may be and remain unrestricted.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part this 15th day of August, 1973.

THE RIVERWOOD CO.

Paul F. Semonin, Jr.
President

Ethel Dahlem
Asst. Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the above named County and State, hereby certify that on this day the foregoing instrument in writing was produced before me in my said County and State, and was acknowledged and delivered before me by Paul F. Semonin, Jr., as President, and Ethel Dahlem, as Asst. Secretary of The Riverwood Company, a corporation, party hereto and acknowledged and delivered by them to be their act and deed and that of The Riverwood Co.

My commission expires June 3, 1976

IN TESTIMONY WHEREOF, witness my hand and official seal this 15th day of August, 1973.

Eliz. Lynn Gibson
Notary Public
Jefferson County, Kentucky

Recorded at Deed Book 4654, Page 489

DECLARATION OF RESTRICTIONS
LOTS 156, 158, 159, 160 and 161 of RIVERWOOD, SECTION 6

PLAT AND SUBDIVISION BOOK 29, PAGE 93
JEFFERSON COUNTY, KENTUCKY

Riverwood Co. ("Riverwood"), 4812 U. S. Highway 42, Louisville, Kentucky 40222, is now the owner of Lots 156, 158, 159, 160 and 161 of Riverwood, Section 6 (the "Lots"), as recorded in Plat and Subdivision Book 29, Page 93, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the Lots, Riverwood imposes the following restrictions upon the Lots as hereinafter set forth:

1. Sewage Treatment Site.

The Trust Deed for the operation of the sewerage system, between Riverwood and Citizens Fidelity Bank and Trust Company, dated July 13, 1972, and recorded in Deed Book 4578, Page 397, in the aforesaid Clerk's office, the obligations of said Trust Deed being assumed by Paul Semonin Company by deed of conveyance of the sewage treatment site, dated December 17, 1973, and recorded in Deed Book 4691, Page 188, in the aforesaid Clerk's office, is incorporated herein by reference and made a part of this Declaration of Restrictions.

2. Construction on the Lots.

No building, fence, wall, structure or other improvement shall be erected or placed on the Lots until the initial construction of the sewage treatment plant facility (the "Facility") to be located on Lot 9 of Indian Hills Country Club Unit 3D, as recorded in Plat and Subdivision Book 31, Page 17, in the aforesaid Clerk's office, has been completed. This restriction on construction shall not apply to the construction of any addition to or expansion of the Facility.

3. Expansion of Sewage Treatment Site.

In the event the Facility is expanded, the subsequent owners of the Lots shall have no claim for damages arising out of the expansion of the Facility and in accepting conveyance waive any objection to and consent to future expansion of the Facility within the boundaries of Lot 9 of Indian Hills Country Club Unit 3D.

WITNESS the signature of Riverwood by its duly authorized officer on September 10, 1974.

RIVERWOOD CO.

BY: Paul F. Semonin, Jr.
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on Sept. 10, 1974, by Paul F. Semonin, Jr., President of Riverwood Co., a Kentucky corporation, on behalf of the corporation.

Barbara S. Svendsen
Notary Public
Jefferson County, Kentucky

Commission expires: September 4, 1976

Recorded at Deed Book 4752, Page 309

DECLARATION OF RESTRICTIONS
INDIAN HILLS COUNTRY CLUB UNITS 3A, 3B, 3C and 3D
PLAT AND SUBDIVISION BOOK 31, PAGES 14 THROUGH 17 INCLUSIVE
JEFFERSON COUNTY, KENTUCKY

Paul Semonin Company ("Semonin"), 4812 U. S. Highway 42, Louisville, Kentucky 40222, is now the owner of all the real estate in Indian Hills Country Club Units 3A, 3B, 3C and 3D (the "Subdivision"), as recorded in Plat and Subdivision Book 31, Pages 14 through 17 inclusive, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

For the mutual benefit of present and future owners of the lots in the Subdivision, Semonin imposes restrictions upon the above described lots as hereinafter set forth; provided, however, specifically excepted from and not subject to these restrictions is Lot 39 of Indian Hills Country Club Unit 3C of Riverwood Section as shown on plat recorded in Plat and Subdivision Book 31, Page 16 in the aforesaid Clerk's office.

1. Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and a private garage (attached or detached) for not more than three automobiles for the sole use of occupants of the lot.

2. Approval of Construction Plans, Lawn Grades, Fences and House Elevations; Deposit with Semonin.

(a) No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation and location of the structure, fence, wall or other improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Semonin or by any person or association to whom it may assign such right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Semonin may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. No residence shall be constructed on any lot that does not compare favorably in character, design, and construction with others in the Subdivision and the residence so constructed shall be suitable to the site and in harmony with other homes and surroundings.

(b) At the time of approval of residence plans under subparagraph (a) above, the owner of each lot shall deposit \$100.00 with Semonin to insure that the finished construction complies with and complements the overall drainage scheme of the subdivision, to repair any damage caused by that owner's builder's vehicles to road surfaces or adjacent lots and to insure that adjacent lots and roadways are clean, neat and undamaged upon completion of construction. The owner of each lot shall be solely responsible for seeing that the finished construction complies with and complements the overall drainage scheme of the Subdivision and shall be solely liable for any damage caused by the builder or its employees to the road surfaces or adjacent lots. The deposit of \$100.00 shall in no way limit the liability of the lot owner for such damage and Semonin retains the right to take whatever steps may be necessary to repair such damage at the sole cost and ex-

pense of the lot owner, provided, however, that the lot owner shall be entitled to a refund of the deposit upon completion of the construction in accordance with this paragraph and the satisfactory repair of any damage to adjoining lots or road surfaces.

3. Setbacks.

No structure shall be located on any lot nearer to the front or street side property line than the minimum building setback lines shown on the recorded plats of the Subdivision. In the event of a change in requirements by the Louisville and Jefferson County Planning Commission, Semonin reserves the right to establish a different location for building lines by providing same in the conveyance of any lot or lots where such change in location is desired by it.

4. Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 2000 square feet, exclusive of the garage or open porch.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1500 square feet, exclusive of the garage or open porch.

(c) The ground floor area of a two story house shall be a minimum of 1200 square feet, exclusive of the garage or open porch.

(d) The area requirements for all other types of houses are to be at the discretion of Semonin or whomever its powers are delegated as set forth herein.

5. 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.

6. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used a builder or Semonin, which shall be removed when construction or development is completed.

(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 trailer, truck, 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 the garage) or on any street. No trailer, boat, truck, or 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.

7. 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.

8. Clothes Lines.

No outside clothes lines shall be erected or placed on any lot.

9. 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, then Semonin (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 Semonin or other performing party for the expense incurred in so doing.

10. Business; Home Occupations.

No trade or business of any kind, and practice of medicine, dentistry, chiropraxy, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. 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 sign for advertising the the sale or rent thereof, which sign shall not be greater in area than nine square feet; except Semonin shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

12. Drainage.

(a) A perpetual easement is reserved on each lot as shown on the aforesaid plats for drainage. No sewer or foul water shall be allowed to stand or flow upon the surface of any lot, nor to flow into or onto the adjoining lots by any of the property owners. Drainage plans as approved by the Metropolitan Sewer District and County Works Department are hereby made a part of these restrictions and must be complied with.

(b) Any portion of a lot designated as "Sewer & Drain Easement" shall be preserved by the lot owner as a retention basin for rainfall excess, and shall not be altered without the prior written consent of the Jefferson County Works Department or its agent. The sewer and drain easement shall be maintained by the lot owner free and clear of debris and all fallen objects, and in such a manner that vegetation, excepting trees or shrubs, are cut at all times to a height not to exceed five inches above the ground line depicted by the plan of site contours. Recreational facilities and landscaped plantings may be placed by the lot owner in the easement area if approved in writing by the Jefferson County Works Department or its agent.

(c) General basin areas and outlet works shall be maintained by the lot owner at all times and shall be free from any debris, fallen objects and sedimentation, and all vegetation shall be cut at all times to a height not to exceed five inches above the ground line depicted by the plan of site contours. No plantings or construction shall be permitted within the general basin or outlet works area without the written approval of the Jefferson County Works Department or its agent.

13. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

14. Underground Utility Service.

A perpetual easement is reserved on each lot as shown on the aforesaid plats for public utility installation and maintenance. Electric and telephone service lines serving each lot shall be underground throughout the length of service lines from the Louisville Gas & Electric Company pedestal to the building erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne individually by the respective lot owner upon which said service lines are located. 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 consent in writing of the Louisville Gas & Electric Company or South Central Bell Telephone Company, or both where applicable.

15. Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. No galvanized, tile or other type pipe for surface drainage purposes may be installed unless first approved by Semonin or its agent, and should such pipe be approved for drainage purposes, it must be concealed by treatment of drive construction or by planting and/or landscaping.

16. Restrictions Run With Land.

These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them until the year 2000, after which time they may be cancelled, altered or amended at any time by the affirmative action of 75% or more of the then owners of the lots in the Subdivision. 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.

17. Delegation by Semonin.

Semonin may, at any time, by written instrument, delegate to the Association established under paragraph 21 or any other entity any or all of its rights reserved herein with respect to consents or approvals and the Association or such other entity shall have all rights reserved herein by Semonin.

18. Indemnification.

Semonin shall take all necessary precautions to prevent any open space, drainage facilities, sewer and drain easements or similar areas from becoming dangerous or hazardous to any person using such areas, or to the health of the residents of Jefferson County, and Semonin agrees to indemnify the Jefferson County Works Department for any liability arising because of such dangerous, hazardous or unhealthful condition of such areas. The provisions of this paragraph shall be made a part of any agreement or deed of restriction creating or relating to any property owners or homeowners association which shall take title to such areas.

19. Enforcement.

Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the Subdivision, by the Association formed under paragraph 21, or by Semonin itself, against any party violating or attempting to violate any covenant or restriction,

either to restrain violation, to direct restoration or to recover damages.

20. Invalidation.

Invalidation of any one of these covenants by judgment or court order shall in no wise, affect any of the other provisions which shall remain in full force and effect.

21. Residents Association; Assessments.

(a) The Articles of Incorporation of INDIAN HILLS RESIDENTS ASSOCIATION, INC. (the "Association"), were recorded on September 16, 1974, in Corporation Book 224, page 472, in the office of the Clerk of the County Court of Jefferson County, Kentucky. Every owner of a lot in the Subdivision (and such other sections which Semonin shall by future deed restrictions so provide) shall be a member of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a member of, the Association and shall be entitled to vote in accordance with the Association's Articles of Incorporation. The Director of the Jefferson County Works Department shall be a member of the Association (without financial obligation) and shall be deemed the owner of one lot for purposes of voting only. All members shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of the owners of lots in the Subdivision and all other residents and property owners in the community, and may include the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, lakes and entrances as shown on the aforesaid plats, and acceptance of common areas for purposes of operation, maintenance and repair. The objects and purposes shall include the mandatory responsibility to maintain the areas on the aforesaid plats designated as "Open Space". Failure of the Association to maintain the Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim upon said property for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to the Open Space obligations. Semonin releases and quitclaims to the Association its title to the areas marked as "Open Space" on the aforesaid plats of the Subdivision, and the Association shall take all necessary precautions to prevent any Open Space from becoming dangerous or hazardous to any person using such area, or to the health of the residents of Jefferson County, and shall indemnify the Jefferson County Works Department from any liability arising because of such dangerous, hazardous or unhealthy condition of such area.

(c) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association, and, with such interest thereon as is determined by the Association, shall constitute a lien upon the lot and improvements against which each such easement is made until fully paid. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise. The Association may record a notice of lien or lis pendens as notice of nonpayment of an assessment but failure to record shall not invalidate or extinguish the lien. Each such assessment, together with interest, shall be a personal obligation of the lot owner upon which the assessment is made at the time the assessment was levied by the Association.

(d) Each member shall pay to the Association, when levied, \$100 per year per lot owned for the maintenance of streets, right of ways, Open Spaces and all common or publicly dedicated lands, which amount may be increased or decreased by vote of a majority of the Association's

members; provided, however, Semonin shall not be liable for an assessment levied on any lot owned by it until the expiration of five years from the date hereof.

(e) The Association's account shall be collected, maintained, spent and reported to the members yearly by Semonin for a period of five years from the date hereof. At the end of the five year period, the Association may designate either Semonin, itself, or any other entity it deems appropriate to collect, maintain, spend and report on the account. The Jefferson County Works Department, as a member of the Association, may activate and collect funds if the Association becomes inactive for any reason. Semonin and its successor agent may charge a maximum of 6% for bookkeeping and reporting services, in addition to being entitled to reimbursement for reasonable expenses incurred.

(f) Prior to the first election of officers by the Association, Semonin shall be entitled to levy, collect and use the assessment provided in subparagraph (d) above to carry out the purposes of the Association. Within ten days after the election of the first officers of the Association, Semonin shall pay to the Association any funds it has collected pursuant to the terms of this subparagraph (f) which have not been used for such purposes.

22. Sewage Treatment Site; Construction on lots 10, 11 and 12 of Indian Hills Country Club Unit 3D of Riverwood Section; and Expansion of Sewage Treatment Site.

(a) The Trust Deed for the operation of the sewage system, between Riverwood Company and Citizens Fidelity Bank and Trust Company, dated July 13, 1972 and recorded in Deed Book 4578, Page 397 in the aforesaid Clerk's office, the obligations of said Trust Deed being assumed by Semonin by deed of conveyance of the sewage treatment site, dated December 17, 1973 and recorded in Deed Book 4691, Page 188 in the aforesaid Clerk's office, is incorporated herein by reference and made a part of this Declaration of Restrictions.

(b) No building, fence, wall, structure or other improvement shall be erected or placed on Lots 10, 11 or 12 of Indian Hills Country Club Unit 3D of the Subdivision until the initial construction of the sewage treatment plant facility (the "Facility") to be located on Lot 9 of Indian Hills Country Club Unit 3D of the Subdivision has been completed. This restriction on construction shall not apply to the construction of any addition to or expansion of the Facility.

(c) In the event the Facility is expanded, the subsequent owners of Lots 10, 11 and 12 of Indian Hills Country Club Unit 3D of the Subdivision shall have no claim for damages arising out of the expansion of the Facility and in accepting conveyance waive any objection to and consent to future expansion of the Facility within the boundaries of Lot 9 of Indian Hills Country Club Unit 3D of the Subdivision.

23. Amendments to Articles and Bylaws.

Nothing in this Declaration of Restrictions shall limit the right of the Association to amend from time to time its Articles of Incorporation and bylaws.

WITNESS the signature of Semonin by and through its duly authorized officers on September 10, 1974.

PAUL SEMONIN COMPANY

By: Paul F. Semonin, Jr.
Paul F. Semonin, Jr., President

By: Elam Huddleston
Elam Huddleston, Secretary

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on Sept. 10, 1974, by Paul F. Semonin, Jr., President of Paul Semonin Company, and Elam Huddleston, Secretary of Paul Semonin Company, a Kentucky corporation, on behalf of the corporation.

Barbara S. Svendsen
Notary Public
Jefferson County, Kentucky

Commission expires : Sept 4, 1976

Recorded at Deed Book 4752, Page 311

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
INDIAN HILLS COUNTRY CLUB UNITS 3A, 3B, 3C and 3D
PLAT AND SUBDIVISION BOOK 31, PAGES 14 THROUGH 17 INCLUSIVE
JEFFERSON COUNTY, KENTUCKY

Paul Semonin Company ("Semonin"), 4812 U.S. Highway 42, Louisville, Kentucky 40222, is now the owner of all the real estate in Indian Hills Country Club Units 3A, 3B, 3C and 3D (the "Subdivision"), as recorded in Plat and Subdivision Book 31, Pages 14 through 17 inclusive, in the office of the Clerk of the County Court of Jefferson County, Kentucky, except for Lot 110, Indian Hills Country Club Unit 3A, which is owned by Elizabeth W. Walton ("Walton").

On September 20, 1974, Semonin recorded Declaration of Restrictions on Indian Hills Country Club Units 3A, 3B, 3C and 3D (the "Restrictions"), the Restrictions appearing of record in Deed Book 4752, Page 311, in the aforesaid Clerk's office. The Restrictions are applicable to all lots in the Subdivision except Lot 39 of Indian Hills Country Club Unit 3C.

For the mutual benefit of present and future owners of the lots in the Subdivision, Semonin and Walton amend the Restrictions as hereinafter set forth:

1. Paragraph 21(d) of the Restrictions is amended so that as amended it shall read as follows:

(d) Each member shall pay to the Association, when levied, \$100 per year per lot owned for the maintenance of streets, rights-of-way, Open Spaces and all common or publicly dedicated lands, which amount may be increased or decreased by vote of a majority of the Association's members; provided, however, Semonin shall not be liable for an assessment levied on any lot owned by it until the expiration of five years from the date hereof; and provided further that any member who owns a lot in the Subdivision which has been or which is subsequently annexed by any authorized municipal or governmental authority which has assumed or assumes the maintenance and repair of streets and rights-of-way shall be relieved of the obligation to pay the Association an assessment for the maintenance of such streets and rights-of-way in the annexed area but shall nevertheless be required to pay an assessment to the Association for the maintenance of the Open Spaces in the Subdivision which amount shall be determined by, and may be increased or decreased by, a majority of the Association's members, and shall accurately reflect each member's share of the expense of maintaining all Open Spaces in the Subdivision. The annexing municipal or governmental authority shall have control and authority over the maintenance and repair of streets and rights-of-way within the annexed area.

WITNESS the signature of Semonin by and through its duly authorized officers and the signature of Walton on 13 Jan., 1975.

PAUL SEMONIN COMPANY

By: Paul F. Semonin, Jr.
Paul F. Semonin, Jr., President

By: Elam A. Huddleston
Elam Huddelston, Secretary

Elizabeth W. Walton
Elizabeth W. Walton

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on January 9, 1975, by Paul F. Semonin, Jr., President of Paul Semonin Company, and Elam Huddleston, Secretary of Paul Semonin Company, a Kentucky corporation, on behalf of the corporation.

Barbara S. Svendsen
Notary Public

Commission expires: September 4, 1976

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on Jan. 13, 1975, by Elizabeth W. Walton.

Thomas Carson Helm
Notary Public

Commission expires: July 31, 1979

Recorded at Deed Book 4769, Page 183

CITY OF RIVERWOOD
INDEX OF STREET AND SECTION NUMBERS

BLANKENBAKER LANE

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
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520.....	1
522.....	1
524.....	1
526.....	1
558.....	1
560.....	1
562.....	1
564.....	1
566.....	2
570.....	2
572.....	2
574.....	2
600.....	2
606.....	2

CAMARGO ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
1915.....	1
1917.....	1
2000.....	1
2001.....	1
2003.....	1
2005.....	1
2006.....	1
2007.....	1
2009.....	1
2010.....	1
2011.....	1
2012.....	1
2013.....	1
2015.....	1
2100.....	1
2101.....	1
2102.....	1
2103.....	1
2104.....	1
2106.....	1
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CAMARGO ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2108.....	1
2109.....	1
2110.....	1

CASSIA COURT

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
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4801.....	6
4802.....	6

CHARBDIN COURT

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
5102.....	Country Club Unit 3D
5103.....	Country Club Unit 3D
5104.....	Country Club Unit 3D
5105.....	Country Club Unit 3D

CHARBDIN PLACE

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
1900.....	6
1901.....	6
1902.....	6
1903.....	6
1904.....	6
1905.....	6
1907.....	6
1909.....	Country Club Unit 3D
1911.....	Country Club Unit 3D
1913.....	Country Club Unit 3D
1915.....	Country Club Unit 3D
1917.....	Country Club Unit 3D
1918.....	Country Club Unit 3D

CLOVERNOOK ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
4903.....	1
4904.....	1
4905.....	1
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4907.....	1

CLOVERNOOK ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
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CROFTON ROAD

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4700.....	2
4702.....	2
4703.....	2
4704.....	2
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4801.....	2
4805.....	1
4807.....	1
4809.....	1
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4811.....	1
4900.....	1
4903.....	1
4904.....	1
4905.....	1
4906.....	1
4907.....	1
4908.....	1
4910.....	1
4911.....	1
4913.....	1

HIGH CANYON ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2005.....	4
2007.....	4
2008.....	4
2009.....	3
2011.....	3

HIGH RIDGE ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2000.....	1
2002.....	1
2004.....	1
2005.....	1

HIGH RIDGE ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2006.....	1
2007.....	1
2008.....	1
2009.....	1
2100.....	1
2101.....	1
2102.....	1
2103.....	1
2104.....	1
2105.....	1
2106.....	1

ROUND RIDGE ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
1800.....	6
1801.....	6
1802.....	6
1803.....	6
1804.....	6
1805.....	6
1806.....	6
1807.....	6
1808.....	6
1809.....	6
1810.....	6
1811.....	6
1812.....	6
1814.....	6
1900.....	6
1901.....	6
1902.....	6
1903.....	6
1904.....	3
1905.....	3
1906.....	3
1907.....	3
1908.....	3
2000.....	3
2001.....	3
2002.....	3
2003.....	3
2004.....	3
2005.....	3

ROUND RIDGE ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2006.....	3
2007.....	3
2008.....	3
2101.....	3
2103.....	3
2104.....	3
2105.....	3
2107.....	2

STARMONT ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2000.....	4
2001.....	4
2002.....	4
2003.....	4
2004.....	4
2005.....	4
2006.....	4
2008.....	4
2009.....	4
2010.....	4
2012.....	4
2100.....	4
2101.....	4
2102.....	4
2103.....	4
2104.....	4
2105.....	4
2106.....	4
2107.....	4
2108.....	4
2109.....	4
2110.....	4
2111.....	5
2112.....	5
2113.....	5
2114.....	5
2115.....	5
2116.....	5
2117.....	5
2118.....	5
2119.....	5
2120.....	5

TWIN HILL ROAD

<u>STREET NUMBER</u>	<u>SECTION NUMBER</u>
2007.....	4
2100.....	2
2101.....	2
2102.....	2
2103.....	2
2104.....	2
2105.....	2