

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

WATERSTONE PARK

Plat and Subdivision Book 50, Page 48
Jefferson County, Kentucky

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERSTONE PARK ("DECLARATION") is made, imposed and declared on this 29th day of October, 2004, by Elite Homes, Inc., a Kentucky corporation, 13000 Middletown Industrial Boulevard, Louisville, Kentucky 40223 ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, more particularly described below, known as "Waterstone Park" or "Subdivision"; and

WHEREAS, it is the desire and intention of Developer to develop the real property herein or hereafter made subject to this Declaration in accordance with the provisions of this Declaration and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision development and improvement for the benefit of such real property and for the benefit of Developer, its successors and assigns, and purchasers of portions of such real property in Waterstone Park, and it is further intended that said rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all such real property should be owned, held, used, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration; and

WHEREAS, while it is the desire and intention of Developer to also construct the residences on the lots of the Subdivision, this Declaration contains provisions for the approval by the Developer or its assignee of certain construction in order to provide protection to future lot owners in the event that Developer sells any lots in the Subdivision without a residence located thereon or assigns its interest in the Subdivision and the development thereof; and

WHEREAS, pursuant to such general and common plan and scheme of subdivision development and improvement for the Subdivision, Developer desires to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Developer hereby declares that the real property ("Property"), more fully described below and made a part hereof, 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, this Declaration, all of which are declared and agreed to be in furtherance of a common plan and scheme for the Subdivision, and the development, sale and improvement of the Property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such Property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration shall run with the Property made subject hereto and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1.01 Existing Property. The Property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Section 1.02 Additions to Existing Property. Additional residential property and common areas may become subject to this Declaration, or may be annexed to the Property subject to this Declaration, developed in accordance with plans approved by the Louisville Metro Planning Commission. All additions shall be made by the Developer or its assignee filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplemental or Amended Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplemental Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

Section 1.03 Open Spaces. Any open spaces shown on the plat of the Subdivision referenced hereinabove and thus covered by this Declaration shall inure to the benefit of the owners of the lots referenced hereinabove and covered by this Declaration as well as the owners of any new lots within the Subdivision which may become subjected to this Declaration or a similar set of covenants, conditions and restrictions, pursuant to the procedure set forth hereinabove. Open spaces allocable to the owners of lots in the Subdivision recorded at any time shall be common open space area to be enjoyed by the owners of all lots, irrespective of when those lots are recorded, each to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously. Open spaces and areas, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and without approval of the Louisville Metro Planning Commission; provided, the lot owner's easements of ingress and egress and any public utility easements previously established shall not be affected. Anything to the contrary herein notwithstanding, the Waterstone Park Homeowners Association, Inc., hereinafter described, and the owners of lots in the Subdivision shall be responsible for the

maintenance of all common open space, private roads, islands in the right-of-way, lakes, water courses and signature entrances, so long as the Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. Developer may dedicate utility service or drainage easements upon, through or under the open spaces at its sole discretion so long as there is in existence the Class B membership in accordance with Article VII, Section 7.02. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Association. The restriction contained in this Section 1.03 shall not be amended without approval from the Louisville Metro Planning Commission.

ARTICLE II -- RESTRICTIONS ON USE

Section 2.01 Single Family Use. Except as otherwise expressly provided in this Declaration, no building site shall be used except for private single-family residential purposes and except for "home occupations" as such term is strictly construed under the land development code for Louisville Metro and except that new houses 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 two (2) years from completion of the house.

Section 2.02 Nuisances. No noxious or offensive trade or activity nor anything that may become a nuisance or annoyance to the neighborhood shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 2.03 Use of Other Structures and Vehicles.

(a) Unless approved by Developer in writing, no structure of a temporary character including, without limitation, any outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary sheds or field offices used by a builder or Developer, which shall be approved in writing by Developer and removed when construction or development is completed, and no such structure shall at any time be used as a residence, temporarily or permanently. This restriction shall not affect structures existing on the date of this instrument.

(b) 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 seven (7) days in any 365-day period (any portion of a day constitutes a day).

(c) No vehicle, motorized or otherwise, including but not limited to, those set forth in subsection (b) 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.

(d) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Association, 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.

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

Section 2.04 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, 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 be kept on the owner's lot or leashed when not on such lot. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any lot (other than that lot of the owner or person in charge or control of such animal) or on any street, sidewalk or right-of-way of the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes the same in a sanitary manner.

Section 2.05 Clotheslines; Awnings; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clotheslines shall be erected or placed on any lot.

(b) No awnings or other similar exterior window coverings shall be installed on a residence without the prior written consent of the Developer or its assignee.

(c) 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. The design, placement and materials of any fence shall be approved by Developer or its assignee prior to construction.

(d) No above-ground swimming pools shall be erected or placed on any lot. However, in-ground swimming pools, tennis courts, hot tubs and spas may be permitted if design and placement thereof are approved in writing, in advance of construction, by Developer or its assignee in that person's sole discretion.

(e) No antennae nor microwave nor other receiver or transmitter (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer or its assignee. No such devices shall be installed so they are visible from any street within the Subdivision unless the owner can provide written proof of the inability to obtain a signal in any other manner.

(f) All exterior play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of the Developer or its assignee in its or its assignee's sole discretion, and all lot owners and residents of the Subdivision are advised to obtain the approval of Developer or its assignee prior to the construction or placement of any such equipment on any lot.

Section 2.06 Signs. No signs for advertising or for any other purposes shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which signs shall not be greater in area than that permitted by the zoning district regulations for Louisville Metro and except that Developer 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 the applicable zoning district regulations.

Section 2.07 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. Such sanitary containers shall be kept out of view from the street or from neighbors except on the day of trash collection. If trash is placed on a lot, owner must remove same within thirty (30) days, or earlier if the rubbish, trash or garbage becomes a nuisance or annoyance to the neighborhood. This restriction shall not apply during the period of construction of a residence on the lot, provided such lot owner makes provision to retain all rubbish, trash and garbage on that particular lot.

Trash collection shall be at the direction and approval of Developer or its assignee, and there shall be only one sanitation company approved for collecting garbage from each lot. If a lot owner fails to pay the fees charged by the approved sanitation company, the Developer or its assignee may make such payment and assess the lot owner for such charge. The owner of that lot shall within five (5) days after receipt of such statement reimburse Developer or its assignee for such charge, together with allowable statutory interest. Developer or its assignee shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments. Such lien may be enforced by foreclosure.

Section 2.08 Drains. No storm water drains, roof downspouts 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.

Section 2.09 Yard Sales. No yard sales or garage sales of any kind shall be conducted on any lot without the prior written consent of the Developer or its assignee.

ARTICLE III -- IMPROVEMENTS TO PROPERTY

Section 3.01 Lot Improvements. No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations), the location of structures, fences, walls or other improvements, the type of exterior building materials, the type and surface material of any driveway and the initial landscaping shall have been approved in writing by Developer or its assignee. Developer or its assignee may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 3.02 Building Materials. The exterior building materials of all structures shall be either brick, stone, brick veneer, stone veneer, dryvit, wood, or vinyl or aluminum siding, or a combination of same, and shall extend to within six (6) inches of the finished landscape and sod elevation. The use of other building materials shall not be permitted unless approved in advance by Developer or its assignee.

Section 3.03 Roof Pitch, Chimneys. The primary roof pitch of any residential structure shall not be less than eight (8) inches vertical for every twelve (12) inches of horizontal. At Developer's or Developer's assignee's sole discretion, modern or contemporary structures may be approved with lower pitches. Chimneys shall require black colored, square chimney caps.

Section 3.04 Setbacks. Unless greater restrictions are imposed by the applicable zoning regulations, no structure shall be located on any lot nearer to the front lot line or the side street line than the front lot setback distance shown on the recorded plat; both side yards shall total ten (10) feet with a minimum of five (5) feet for one; and the minimum building setback lines shown shall be followed except that bay windows and steps may project into side areas up to eighteen (18) inches, and open porches may project into the front yard areas not more than six (6) feet.

Section 3.05 Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of one thousand six hundred (1600) square feet.

(b) The total floor area of a one-and-a-half and a two-story house shall be a minimum two thousand (2000) square feet.

(c) Finished basement areas, garages and open porches are not included in computing floor area.

Section 3.06 Garages, Carports and Driveways. All lots shall have at least a two-car attached garage unless otherwise approved in writing by Developer or Developer's assignee. Front entry garage doors shall each have one panel of glass. No detached garages are allowed unless otherwise approved in writing by Developer or Developer's assignee. Garages, as structures, are subject to prior plan approval. The locations and construction materials of driveways on the lots are subject to prior plan approval by Developer or Developer's assignee.

Section 3.07 Mail and Paper Boxes. No other mailbox or newspaper holder except those selected by Developer or Developer's assignee shall be placed on any lot.

Section 3.08 Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. Each homeowner shall ensure that the grading of his lot shall comply with drainage plans. If drainage is blocked or altered, the homeowner shall correct the problem at his expense or Developer may correct the problem and bill the homeowner for expenses to correct the problem.

Section 3.09 Landscaping, Sidewalks and Driveways.

(a) Grading and Sodding. Within thirty (30) days of final completion of the construction of a residence, the lot owner shall grade and sod all of the lot up to the pavement of any abutting streets. All finished grades must be in accordance with construction plans approved by and on file with the Louisville Metro Department of Public Works.

(b) Trees, Shrubs and Landscaping. Upon the construction of a residence, the lot owner shall cause to be planted two (2) shade variety trees, each with a minimum caliper of two (2) inches, when planted in the front yard in accordance Developer's comprehensive plan for the streets and parkways. In addition, each lot shall contain at least ten (10) shrubs, and each lot shall be landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. Weeds,

underbrush or other unsightly vegetation shall be kept under control by lot owners; if not kept under control, the Developer or its assignee shall have such authority as set forth in Section 4.02 hereof.

(c) Driveways. Each lot owner shall finish the driveway within three (3) months after completion of a single-family dwelling. The driveway pavement shall be concrete. No lot owner shall use asphalt on a driveway for the purpose of maintaining or repairing said driveway.

(d) Sidewalks. Each lot owner shall, at its expense and within three (3) months after completion of a single-family dwelling on the lot, install a four-foot wide sidewalk along the length of all portions of the lot bordering a street, to the extent required by the approved plan for the Subdivision.

(e) Enforcement. Upon a lot owner's failure to comply with the provisions of this Section 3.09, Developer may take such action as necessary to enforce the compliance 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 thereof to secure repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 3.10 Utilities.

(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 born 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. Electric 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 Bell South 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 outlined by dashed lines and designated for underground and overhead facilities. Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of this subdivision, 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 media.

Section 3.11 Preservation of Trees, Landscape Buffer.

Areas shown on the record plat of the Subdivision as reserved for protection as Tree Preservation Areas or Woodland Protection Areas shall be preserved and protected in accordance with conditions of approval and/or rules and regulations established by the Louisville Metro Planning Commission. Woodland Protection Areas (WPAs) identified on the plat represent portions of the site where all trees greater than 6" caliper shall be permanently preserved following selective removal of invasive materials, dead or declining trees and/or noxious weeds. Removal of vegetation within the WPA is permissible for the purpose of installing infrastructure, utilities, sanitary and storm sewers, detention basins, KDOT/County Works sight distance requirements, underground pipes and cables, walkways, and earthwork necessary to produce intended layout/design. Within the WPA, the maximum removal of vegetation within easements will be a 15 feet offset from the centerline of the easement or as necessary to produce the intended layout/design.

A Landscape Buffer Area is declared within the area shown on the Plat as "LBA" or Landscape Buffer Area. The LBA is subject to an approved landscape plan on file with the Louisville Metro Planning Commission, which landscape plan depicts the type, number and location of plants to be planted and maintained in the LBA. No party, including any lot owner, the Developer or the Association may remove or destroy plantings within the LBA, and the LBA must be maintained in accordance with the approved landscape plan.

ARTICLE IV--- OWNERS OBLIGATIONS

Section 4.01 Obligation to Construct or Reconvey. Within twelve (12) 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 Article III, 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 without interest 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.

Section 4.02 Duty to Maintain Lot. It shall be the duty of each lot owner to keep the lot free from trash and otherwise neat and active in appearance. Should any lot owner fail to do so, then Developer or its assignee may take such action as it deems appropriate in order to make the lot neat and attractive, and the lot owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Developer or other performing party shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments. Such lien may be enforced by foreclosure.

Section 4.03 Duty to Repair and Rebuild. Each owner of a lot, shall, at its sole cost and expense, maintain and repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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

ARTICLE V -- GENERAL PROVISIONS

Section 5.01 Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner, by the Association (as hereinafter defined), or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Association, or Developer 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.

Enforcement of these restrictions may also be by fine, levied by the Board of Directors of the Association. Each lot owner, by accepting a deed for a lot within the subdivision, agrees to accept the judgment of the Board of Directors with regard to any fine levied for violation of these restrictions. Fines shall not be more than \$50 per violation per day, each day being considered a new violation, but such fines up to that amount are entirely within the discretion of the Board of Directors of the Association. Unpaid fines shall bear interest at the same rate as unpaid assessments and shall be collectible in the same method as unpaid assessments.

Section 5.02 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5.03 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, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by a written instrument signed by the owners of the lots with ninety percent (90%) of the votes in the Association and recorded in the Jefferson County Clerk's office. No amendment shall be effective to release the Association from its responsibility to maintain walkways, open areas and medians, located in publicly dedicated rights-of-way or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

Section 5.04 Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws. So long as Developer owns any part of the real property described herein, the Articles shall not be amended without his written consent.

Section 5.05 Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Association shall be personally liable to the owners for any mistake

or judgment 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 to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 5.06 Developer's Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Developer and thereafter, or as applicable, Board of Directors of the Association shall be final and binding on each and all such owners.

Section 5.07 Compliance with Other Laws. Nothing herein shall limit application of any zoning, regulation or any ordinance and where such regulation or ordinance conflicts with this Declaration, the more restrictive shall prevail. No approval given by Developer shall be deemed a representation by Developer that the matter approved complies with any law, ordinance or regulation of any governmental entity having jurisdiction.

ARTICLE VI -- PROPERTY RIGHTS

Section 6.01 Owners' Easement of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to areas shown as common area or open space on a plat of any section of the Subdivision, or otherwise designated common areas by Developer. Developer releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the right of the Association to adopt rules for the common areas and to suspend the voting rights of any owner for any period during which any assessments against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

Section 6.02 Association's Right of Entry. The authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas and the areas described in Section 6.04 below, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore such lot to its former condition.

Section 6.03 No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section

does not prohibit the Board of Directors of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 6.04 Association Easements. The Association shall have a right and easement, including without limitation the right of vehicular and pedestrian ingress and egress over, under and across the areas designated.

Section 6.05 Reservation of Side Yard Construction and Maintenance Easement. Each lot on which there is to be located a residential structure ("dominant lot") shall be entitled to, and shall benefit from, an easement of access on, over and through so much of the adjoining side yard of any lots adjoining said lot ("servient lot" or "lots" as the case may be) for the purpose of constructing and maintaining a residential structure. This easement of access shall be for construction and maintenance purposes only and shall be limited in duration to the time that it takes to construct and maintain the residential structure on said dominant lot. If any of the adjoining side yard or other property of a servient lot is damaged or disturbed by any person or entity engaged in construction or maintenance on the dominant lot entitled to the easement, then the owner of the dominant lot entitled to the easement shall be responsible for that damage and by acceptance of a deed of ownership of said dominant lot agrees to indemnify and hold harmless the owners of all adjoining servient lots to the extent that said adjoining servient lots are disturbed or damaged as a result of said dominant lot owner's use and enjoyment of the referenced easement.

ARTICLE VII -- HOMEOWNERS ASSOCIATION

Section 7.01 Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Waterstone Park Homeowners Association, Inc. ("Association"). Such owner and member shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 7.02 Classes of Membership. The Association shall have two classes of voting membership. Membership in the Association shall be as set forth in the Articles of Incorporation of the Association which shall be as follows:

(a) Class A. Class A members shall be all owners of lots within the Subdivision, with the exception of Developer.

(b) Class B. The Class B member in the Association shall include Developer. The Class B membership of Developer shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.

(c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of

- (i) When, in its discretion, the Developer member(s) so determine(s);
- (ii) Within 180 days following the date when 100 percent (100%) of the lots which may be developed in this Subdivision have been sold by the Developer; or
- (iii) January 1, 2020.

Section 7.03 Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency, authority or utility having jurisdiction thereof, the common areas, including, without limitation, any open spaces, walkways, entranceways, streets, medians (even where located in publicly dedicated rights-of-way), sidewalks, crosswalks, storm drains, basins, recreational facilities and landscaping located therein. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include, among other things, collection of garbage (if not collected by a municipality). All rights reserved by Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Section 7.02 above, and thereafter any reference to Developer shall be construed to mean the Association.

Section 7.04 Minimum Balance in Fund. At the time that the Subdivision is turned over to the Association by the Developer, there shall be a minimum cash balance of \$3,000.00 in the fund of the Association.

ARTICLE VIII – ASSESSMENTS

Section 8.01 Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, by acceptance of a deed for a lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (i) annual assessments or charges (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article VIII and any fines levied under Section 3.11. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article VII, Section 7.02. Twelve (12) months after the time that Class B membership in the Association is converted to Class A membership, Developer shall begin to pay assessments to the Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

Section 8.02 Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and in particular for the use and enjoyment of the common areas and streets, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against association owned properties, the procurement and maintenance of insurance in accordance with the applicable Bylaws, the employment of attorneys, accountants and other professionals to represent each association when necessary, the cost of snow removal, the cost of street lighting, and such other needs as may arise, including the improvement and maintenance of the common areas and streets.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article VII, Section 7.02, Developer or its nominee shall administer Association assessments and receipts therefrom, which may only be used for purposes permitted in this Declaration.

Section 8.03 Annual Assessment.

(a) There shall be one annual assessments.

(b) Until December 2005, the initial annual assessment shall be set at rates not to exceed \$250.00 per year for membership in the Association. From and after January 2006, the maximum annual assessments may not be increased each year by more than twenty-five percent (25%) of the maximum annual assessments for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(c) The Boards of Directors of the Association may fix each annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 8.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Association property, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Association, as the case may be, in accordance with the Bylaws of the Association.

Section 8.05 Uniform Rates of Assessment. Both annual and special assessments shall be fixed at uniform rates for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Section 8.01 of this Article. The Board of Directors of the Association may, at its discretion, waive an assessment for any year or part of a year for any lot not occupied as a residence.

Section 8.06 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, said

annual assessment to be prorated for the number of months remaining in the year of closing. The Boards of Directors of the Association shall determine the dates when assessments are due.

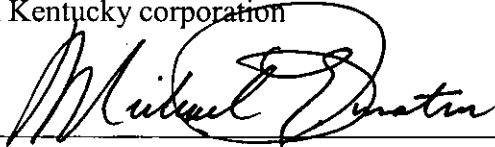
Section 8.07 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge of ten (10) percent of the amount due for each month a payment is late or as otherwise determined by the Board of Directors of the Association. The Association may bring an action at law against the owner personally obligated to pay an assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of common areas or abandonment of such owner's lot.

Section 8.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first or second mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, and such sale or transfer shall not relieve a lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

WITNESS the signature of Developer by its duly authorized representative as of the day, month, and year first above written.

ELITE HOMES, INC.

A Kentucky corporation



Signature

Name: Michael E. Pusateri

Title: Vice-President

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Michael E. Pusateri as Vice-President of Elite Homes Inc., a Kentucky corporation, on behalf of the corporation, this 29th day of October, 2004.

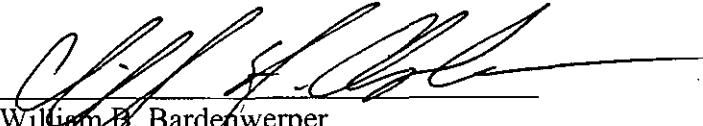
My Commission expires: Nov. 23, 2005



Notary Public

State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:



William B. Bardenwerper
Clifford H. Ashburner
BARDENWERPER & TALBOTT, PLLC
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(502) 426-6688

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Recorded In Plat Book
No. 50 Page 48
Part No. _____

Document No.: DN2004210104
Lodged By: WATERSTONE PARK
Recorded On: 12/07/2004 01:41:47
Total Fees: 36.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCAW-JEFF CO KY
Deputy Clerk: SHESCH