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# ANTEBELLUM

at Plantation Pointe

Declaration of Protective Covenants,  
Conditions and Restrictions

AND

Declaration for Homeowners' Association  
for Antebellum Subdivision at  
Plantation Pointe, Section No. One

October 20th, 1995

RETURN TO:

*Strawn & Ivory*

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
ANTEBELLUM AT PLANTATION POINTE

This Declaration of Covenants, Conditions and Restrictions is made and entered into this 20<sup>th</sup> day of October, 1995, by A&K ENTERPRISE, INC., a Kentucky corporation, its successors and assigns (hereinafter referred to as Developer).

W I T N E S S E T H:

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the property described in this Declaration; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to maintain the land and improvements therein through the enforcement of the covenants, conditions, and restrictions of The Association and the Antebellum Association (as hereinafter defined); and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens, conditions and other provisions hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements and reservations, hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions and Declaration for Homeowners' Association for Antebellum at Plantation Pointe, Section No. One as well as the Declaration of Covenants, Conditions and the Plantation Pointe Master Association, it being the interest of the Developer that the Property described herein shall be subject both to this Declaration of Covenants, Conditions and Restrictions for Antebellum at Plantation Pointe (hereinafter the "Antebellum Association") and to Declaration of Homeowners' Association for Plantation Pointe (hereinafter the "Plantation Pointe Master Association") and that this Declaration shall be in addition to and not to the exclusion of said the Declaration of Homeowners Association for Plantation Pointe.

1. ARTICLE I

Definitions:

The following terms as used in this Declaration shall have the following meanings:

- 1.1 "Antebellum Association" shall mean and refer to the Antebellum Homeowners' Association as set forth specifically in this document for Antebellum at Plantation Pointe.

- 1.2 "Plantation Pointe Master Association" shall refer to the umbrella Homeowners Association serving all of the Plantation Pointe Development.
- 1.3 "Design and Architectural Review Board" or DARB shall mean and refer to that permanent committee of the Antebellum Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- 1.4 "Antebellum Association Member" shall mean and refer to an Single Family Residence and/or Lot owner which is a Member of the Antebellum Association. All members of the Antebellum Association shall automatically be a member of the separate "Plantation Pointe Master Association".
- 1.5 "Master Association Member" shall mean and refer to any homeowner which is a member of the Plantation Pointe Master Association.
- 1.6 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Antebellum Association. There shall also exist a Master Association Board of Directors as described in the Plantation Pointe Master Association documents.
- 1.7 "By-Laws" shall mean and refer to the By-Laws of the Antebellum Association as they may exist from time to time.
- 1.8 "Assessment" shall mean and refer to those charges made by the Antebellum Association from time to time, against Single Family Residences and/or Lots and Antebellum Association Members, for the purposes, and subject to the terms, set forth herein. Other assessments may be made by the Plantation Pointe Master Association.
- 1.9 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Antebellum Association as they may exist from time to time.
- 1.10 "Common Expenses" shall mean and refer to all expenses Incurred by the Antebellum Association in connection with its ownership, maintenance and other obligations set forth herein, and all expenses which may be incurred in relation to the Plantation Pointe Master Association.
- 1.11 "Common Surplus" shall mean and refer to the excess of all receipts of the Antebellum Association, including but not limited to, Assessments, rents, profits and revenues in excess of the amount of common Expenses.
- 1.12 "Institutional Mortgage" shall mean and refer to a bank, bank holding company, trust company or subsidiary thereof, savings and loan association,

insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government or Developer, which holds a first mortgage of public record on a Single Family Residence and/or Lot, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.

- 1.13 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any Single Family Residence, building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device (including existing and planted trees and shrubbery) or other described object.
- 1.14 "Homeowners Association Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Antebellum Owners, and which are identified and dedicated to The Antebellum Association on any recorded subdivision plat of the Property, or conveyed to the Antebellum Association by deed, (sometimes hereinafter also referred to as the "Antebellum Common Areas" or the "Common Areas").
- 1.15 "Declaration" shall mean and refer to this instrument and all exhibits thereto, as the same may be amended from time to time.
- 1.16 "Development" shall mean and refer to the residential development, including, without limitation, the Homeowners Association Property and the Single Family Lots, and Single Family Residences, which are now or will hereafter be located within the Antebellum Subdivision.
- 1.17 "Developer" shall mean and refer to A & K Enterprise, Inc., a Kentucky Corporation, its successors and assigns.
- 1.18 "County" shall mean and refer to Boone County, Kentucky.
- 1.19 "Plantation Pointe Master Association Property" shall mean and refer to those properties and the improvements thereon and such as may now or hereafter be constructed, acquired and designated as Plantation Pointe Master Association Property.
- 1.20 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within the Antebellum or the Plantation Pointe Subdivision and which is dedicated to the Plantation Pointe Master Association or the Antebellum Association by deed or by plat, whether same



is designated as Street, Avenue, Boulevard, Drive, Place, Court, Road, Terrace, Way, Circle, Lane, Walk, Trail or other similar designation.

- 1.21 "Single Family Residence" shall mean and refer to a single family dwelling constructed or to be constructed on a Single Family Lot or portion of a Single Family Lot.
- 1.22 "Single Family Member" shall mean and refer to the Owner of a Single Family Lot who is a member of the Plantation Pointe Master Association and the Antebellum Association.
- 1.23 "Single Family Lot" or "Lot" shall mean and refer to a parcel of real estate developed for the purpose of constructing a single family residence thereon.
- 1.24 "Property" shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof and such additional property as may be submitted to this Declaration from time to time, pursuant to Article II of this Declaration.
- 1.25 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Single Family Residence and/or Lot, excluding, however, Developer and any mortgagee pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.26 "Member" shall mean and refer to Antebellum Association Members.
- 1.27 "Antebellum Subdivision" shall mean and refer to the Property described in Exhibit "A" attached hereto and made a part hereof and such additional property as may be submitted to this Declaration from time to time pursuant to Article II of this Declaration.
- 1.28 "Plantation Pointe Subdivision" shall mean and refer to the planned development project located in the Cities of Union and Florence, Boone County, Kentucky, of which Antebellum Subdivision is a part.
- 1.29 "Registered Builders" shall be those builders approved by Developer to build, construct, and sell homes within Antebellum.

2. ARTICLE II:

Property Subject to this Declaration:

2.1 Existing Property:

The property described in Exhibit "A" shall be made subject to the Declaration upon the recording of this instrument with the Boone County, Kentucky Clerk's records at Burlington, Kentucky.

2.2 Additional Property:

Developer may, at any time, and from time to time, subject additional property to or remove property from this Declaration by recording in the Boone County, Kentucky Clerk's office an Amendment to this Declaration, describing such additional property.

3. ARTICLE III

Homeowners Associations:

3.1 Formation:

Developer has caused the Antebellum Association to be formed by the filing of the Articles of Incorporation thereof in the office of the Secretary of State of Kentucky. The Antebellum Association is formed to enforce the Covenants, Conditions, Restrictions and other provisions as set forth in this Declaration and for the enforcement of the rules and regulations.

The Plantation Pointe Master Association is separately formed to operate, maintain and ultimately own The Plantation Pointe Master Association Property, to enforce the Covenants, Conditions, Restrictions and other provisions set forth in the Plantation Pointe Master Association Declaration and for the enforcement of the rules and regulations, including traffic regulations, promulgated by the Plantation Pointe Master Association. The Antebellum Association and the Plantation Pointe Master Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration, the Declaration of Homeowners Association for Plantation Pointe, and in the respective Articles of Incorporation and ByLaws of the Plantation Pointe Master Association and the Antebellum Association. Subject to the additional limitations provided herein and in the respective Articles of Incorporation and By-Laws of each such association, each such association shall have all of the powers and be subject to all of the limitations of a not for profit corporation as contained in the Kentucky Statutes in existence as of the date of recording this Declaration. The purposes and powers of the Antebellum Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. Developer, by including additional property within the imposition of this

Declaration, may cause additional membership in the Antebellum Association as well as the Plantation Pointe Master Association and may designate the ownership basis for such additional membership.

3.2 Membership in Association:

3.2.1 General:

A homeowner who owns a Single Family Residence and/or Lot at Antebellum.

3.2.2 Classes of Membership:

Every Single Family Residence and/or Lot Owner within Antebellum shall be a Member of the Antebellum Association, and such membership shall be appurtenant to and may not be separated from ownership of any Single Family Residence and/or Lot. During the Development Period, the Antebellum Association shall have Class A Members (being all owners except Developer) and a Class B Member (Developer). At such time as the Class B membership shall terminate as set forth herein, the Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

3.3 Voting:

3.3.1 With the exception of a Developer, until Class B membership has terminated every person, group of persons, or entity who is an owner of a fee interest in any Single Family Residence or Lot which is or becomes subject by covenants of record to assessment by the Antebellum Association shall be a Class A Member of the Antebellum Association. Class A Members shall be entitled to one vote per each Single Family Residence and/or Lot in which they hold the interest required for membership.

3.3.2 Class B Members shall be the Developer, which shall be entitled to five (5) votes for each Single Family Lot in which Developer holds the interest otherwise required for Class A membership multiplied by the number of Single Family Residence and/or Lots located or proposed by the Declarant to be located on such Single Family Lot.

3.3.3 At such time as Class B membership shall terminate, any Developer which, for any Single Family Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot(s) and entitled to the voting rights and all other rights of such Class A Member. If more than one person, group of persons, or entity is the record

Owner of a fee interest in any Single Family Residence and/or Lot, then the vote for such Single Family Residence and/or Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Single Family Residence and/or Lot.

3.4 Administration of the Plantation Pointe Master Association:

The affairs of the Plantation Pointe Master Association shall be administered by the Board of Directors in accordance with the Declaration, Articles of Incorporation and the By-Laws of the Plantation Pointe Master Association. The Articles of Incorporation and By-Laws of the Plantation Pointe Master Association may be amended in the manner set forth therein, and provided that no amendment, alteration or rescission may be made which affects the rights or privileges of any institutional mortgagee, without the express prior written consent of the institutional mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Administration of Antebellum Association:

The affairs of the Antebellum Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Antebellum Association. The Articles of Incorporation and By-Laws of the Antebellum Association may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration and provided further, that no amendment, alteration or rescission may be made which affects the rights or privileges of any institutional mortgagee, without the express prior written consent of the institutional mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.6 Suspension of Membership Rights:

No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Antebellum Association, or any right interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Antebellum Association, the Plantation Pointe Master Association, or traffic regulations. All such determinations shall be made by a majority of the Board of Directors of either Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of membership of the Antebellum Association or the Plantation Pointe Master Association.

3.7 Control by Developer:

Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Antebellum Association until the earliest of the following events: (i) Developer has closed the sale of 100% of all Single Family Lots within The Antebellum Subdivision; (ii) twenty (20) years from the date of this Declaration; or (iii) at any time prior thereto as determined by Developer, in Developer's sole discretion. At the time of turnover of control of the Antebellum Association, the Antebellum Association shall record a Notice of Turnover in the Boone County, Kentucky Clerk's office. So long as Developer retains control of The Association, Developer shall have the right to appoint all Members of the Board of Directors and shall further have the right to appoint all of the Members of the Antebellum Association Design and Architectural Review Board and to approve the appointment of all officers of the Antebellum Association, and no action of the membership of the Antebellum Association shall be effective unless, and until, approved by Developer. At no time prior to turnover of control to the Antebellum Association by the Developer shall the Board of Directors comprise more than five (5) members. After turnover of control to the Antebellum Association and so long as Developer owns any property within The Antebellum Subdivision, the Developer shall have the right to appoint one (1) member of the Board of Directors. Directors appointed by the Developer need not be a Member of the Antebellum Association or an Owner. In the event Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Antebellum Association, Developer may, at its option, assign its obligations under the agreements to the Antebellum Association, and in such event, the Antebellum Association shall be required to accept such obligations.

## 4. ARTICLE IV

Homeowners Association Property:4.1 Homeowners Association Property:

The Homeowners Association Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Homeowners Association Property shall remain vested in Developer until the date the Developer voluntarily relinquishes control of the Antebellum Association, as such date is defined hereinabove, or such earlier date as Developer conveys such common areas to the Antebellum Association. Notwithstanding the manner in which fee simple title is held, the Antebellum Association shall be responsible for the management, maintenance and operation of the Homeowners Association Property and for the payment of all property taxes and other assessments which are liens against the Homeowners Association Property, from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Antebellum Association, Developer

shall convey all of its right, title and interest in the Homeowners Association Property, not previously conveyed, to the Antebellum Association.

4.2 Authority of Antebellum Association:

The Antebellum Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its members. Such interest may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interest as the Antebellum Association may determine to be beneficial to its members.

4.3 Maintenance of Homeowners Association Property:

The Antebellum Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Homeowners Association Property, including the performance of obligations which may be placed upon the Homeowners Association Property by applicable regulatory agencies. Specifically, the property the Antebellum Association shall maintain and be responsible for shall include, if constructed, but not be limited to the following:

4.3.1 Landscaping:

All landscaping of the Homeowners Association Property, including without limitation, all sodding, irrigation and the planting and care of grass, trees, shrubbery, and flowers.

4.3.2 Signs:

All signs located on Homeowners Association Property.

4.3.3 Fences and Walls:

All fencing and walls located on the Homeowners Association Property.

4.3.4 Contracts:

Developer, its successors and assigns, may be the management agent for the Antebellum Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners and laborers, as the Developer may deem necessary in order to maintain the Homeowners Association Property. No agreement between the Antebellum Association and Developer, its successors or assigns, shall be held invalid solely for the reason that at the time of entering into the agreement, em-

ployees, officers or agents of the Developer, its successors or assigns, are officers, directors and/or employees of the Antebellum Association. In the event any maintenance is performed on Homeowners Association Property by the Antebellum Association, under contract or otherwise, the costs of such maintenance will be billed to and paid by the Antebellum Association.

4.4 Rules and Regulations Governing Use of the Homeowners Association Property:

The Antebellum Association, through its Board of Directors, shall regulate the use of the Homeowners Association Property and may from time to time promulgate such rules and regulations consistent with the Declaration, governing the use thereof as it may deem to be in the best interest of its members. No rules or regulations may be adopted which would adversely affect the rights of any institutional mortgagee, without the prior written consent of such institutional mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Antebellum Association at the office of the Antebellum Association. Such rules and regulations, and all provisions, restrictions and covenants contained in this Declaration may be enforced by legal or equitable action by the Antebellum Association.

5. ARTICLE V

Easements:

5.1 Easements:

All Antebellum Association Members shall adhere to and be party to all easements as recorded at Boone County for all of the Antebellum Association and the Plantation Pointe development and all further easements as outlined in this Declaration, the Declaration for Homeowners Association for Plantation Pointe, the subdivision plats for Antebellum Subdivision and the dedication plats for Wetherington Boulevard and Plantation Pointe.

Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property, for present and future utility services to Antebellum Subdivision, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires and street lights. Within these easement areas, no structure, planting or other material, (other than sod or driveway) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed or approved by the Developer. The Antebellum Association and its successors and assigns or such other entity as is indicated on the plats of the Property are hereby granted access to all

easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

6. ARTICLE VI

Assessments and Lien:

6.1 Authority of the Antebellum Association:

The Antebellum Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. The Antebellum Association shall also have the power and authority to make and collect assessments in order to enforce all regulations set forth in this Declaration.

6.2 Basis and Collection of General Assessments:

The Antebellum Association shall annually estimate the Common Expense it expects to incur and the period of time involved therein and may assess the Antebellum Association Members sufficient moneys to meet this estimate. All Single Family Residences and/or Lots shall be assessed at a monthly uniform rate. Assessments against the Lots will be collected from the individual Lot Owners. Provided, however that as additional property is subjected to this Declaration, Developer shall have the right to determine, in its sole discretion, the basis for assessment of such additional property. Should the Antebellum Association, through its Board of Directors at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. Notwithstanding the above, for the first twenty-four (24) months after the date of recording of this Declaration, the maximum annual assessment of every nature shall not exceed \$ 120.00 per Single Family Residence and/or Lot. Thereafter the maximum annual General Assessment shall not increase more than ten (10%) percent per year above the maximum sum allowed for the previous year.

6.3 Special Assessments:

In addition to the Annual General Assessments authorized by this Article, the Antebellum 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 or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the applicable Annual General Assessment, including the necessary fixtures and personal property related thereto. Any Special Assessment enacted pursuant



to this paragraph shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by Class B Member. Any Special Assessments levied by the Antebellum Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Single Family Residences and/or Lots. All monies received by the Antebellum Association as a Special Assessment shall be held in trust by the Antebellum Association for the benefit of the Members to be used solely for the purpose of such Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Antebellum Association. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis. Special Assessments shall be used solely for the benefit of the Common Areas.

6.4 Emergency Special Assessments:

The Antebellum Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property.

6.5 Individual Assessments:

The Antebellum Association shall have the power and authority to levy and collect an individual Assessment against a particular Single Family Residence and/or Lot, for the cost of maintenance, repairs or replacements, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Antebellum Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Single Family Residence and/or Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Antebellum Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Antebellum Association shall determine.

The Antebellum Association shall also have the power to levy and collect an individual assessment against a particular Owner to enforce any provision contained herein.

6.6 Effect of Non-Payment of Assessments:

All notices of Assessments from the Antebellum Association to the Antebellum Association Members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, the Assessment shall then become delinquent, with a late charge in such amount as the Board of Directors shall determine from time to time, and shall bear interest at the maximum rate allowed by the laws of the Commonwealth of Kentucky, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all Single Family Residence(s) and/or Lot(s) governed by, and all property owned by, the Antebellum Association member against which the Assessment is made and all Single Family Residence(s) and/or Lot(s) against which the Assessment is made.

The Antebellum Association's By-Laws and Declarations shall provide for the apportionment of any past due Antebellum Association assessment among its members in accordance with its Articles of Incorporation, By-Laws and this Declaration, which shall require that said proportional assessment will become a lien upon the individually owned Single Family Residence and/or Lot (and its undivided interest in common property of the Antebellum Association, if applicable), upon demand by the Antebellum Association.

6.7 Assessment of Developer:

Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Antebellum Association notwithstanding, the Developer, while there exists a Class B Member, shall be required to pay an assessment for any recorded, unsettled Lot in which it has the interest otherwise required for Class A membership only in an amount equal to ten percent (10%) of the Annual General Assessment, or any Special Assessment which the Antebellum Association levies for purposes set forth in this Article VI. The provisions of this Section 6.7 shall not apply to the assessment of any Single Family Residence held by a Developer for rental purposes that is or has been occupied as a Single Family Residence; in which event the Developer shall be required to pay the full amount of the assessments levied thereon.

6.8 Exempt Property:

The Following property shall be permanently exempt from the payment of all Assessments to the Antebellum Association:

- 6.8.1 All property dedicated to, or owned by the Antebellum Association or the Plantation Pointe Master Association.
- 6.8.2 Any portion of the Property dedicated or conveyed to any municipal corporation.

- 6.8.3 Any portion of the Property exempted from ad valorem taxation by the laws of the Commonwealth of Kentucky.
- 6.8.4 Any portion of the property owned by Developer, except that Developer shall pay those amounts stated above in that section entitled "Assessment of Developer".

7. ARTICLE VII

Maintenance of Property:

7.1 Homeowners Association Property:

Association Common Areas shall be maintained by the Antebellum Association.

7.2 Single Family Residence and/or Lot Owner Responsibilities:

7.2.1 Single Family Lots:

The owner of a Single-Family Lot shall be responsible for all maintenance and repair of such Single-Family Lot, including, without limitation, the Single-Family Residence located thereon. If a Single-Family Residence is damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the single Family Residence or, if not, then according to plans and specifications approved by the Design and Architectural Review Board.

7.3 Design and Architectural Review Board (DARB):

All additions, or material modifications to residence within the Antebellum Subdivision which are to be made by an Owner pursuant to the provisions set forth hereinabove, shall be subject to the approval of the DARB.

8. ARTICLE VIII

Insurance:

The Association is hereby authorized to purchase property and casualty insurance, other than title insurance, on the Homeowners Association Property as well as liability, indemnity and fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate, provided, however, in no event shall public liability coverage be in an amount less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage.

## 9. ARTICLE IX

Architectural, Building, and Landscape Controls (DARB):9.1 Design and Architectural Review Board:

It is in the intent of Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious improvements. Accordingly, the DARB shall have the right to approve or disapprove all architectural designs and elements, landscaping and location of any proposed improvements, as well as the general plan for development of all Single Family Residences within the Property. The DARB may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning and other governmental codes. The procedures of the DARB shall be as set forth below.

9.2 Architectural Design Guidelines:

All Single Family Residences constructed within Antebellum must adhere to the prevailing style architecture presented in the community. Color schemes, design, style, materials, architecture and all other residential construction applications shall be subject to review and approval by the DARB. The DARB shall be responsible for developing and enforcing the architectural guidelines.

9.2.1 The DARB shall be a permanent committee of the Antebellum Association and shall administer and perform the architectural and landscape review and control functions of the Antebellum Association. The DARB shall consist of five (5) voting members who shall initially be named by the Developer and/or the Board of Directors of the Antebellum Association and who shall hold office at the pleasure of the Developer. Individuals appointed by the Developer to the DARB need not be a Member of the Antebellum Association or an Owner. Until turnover of control of the Antebellum Association, as defined in this Declaration, the Developer shall have the right to change the number of members on the DARB provided, however, that the DARB shall at all times consist of at least three (3) members; to appoint all members of the DARB; and to remove and replace all members appointed to the DARB. The Developer shall determine which member of the DARB shall serve as its Chairman, or which members of the DARB shall serve as Co-Chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Developer, and in the event that the Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the DARB shall fill such vacancy by

appointment. At such time as Developer no longer controls any property within the Antebellum Subdivision or at such earlier date as Developer may decide, the Developer shall assign to the Antebellum Association the rights, powers, duties and obligations of the DARB, whereupon the Board of Directors shall determine how many persons shall serve on the DARB, provided that the DARB shall at all times consist of no less than three (3) members, shall appoint the members of the DARB, shall provide for the terms of the members of the DARB, and shall determine which member of the DARB shall serve as its Chairman. There shall be no requirement that any of the members of the DARB be a member of the Antebellum Association or an owner within the Antebellum Subdivision. A majority of the DARB shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the DARB. Until such time that Developer controls no more property within Antebellum, the DARB shall always consist of at least one member filled by Developer.

- 9.2.2 No Improvements shall be constructed, erected, removed or planted, nor shall any addition to or any change, replacement or alteration be made unless and until the approval thereof shall be obtained in writing from the DARB.
- 9.2.3 Each Applicant shall submit a preliminary application to the DARB with respect to any proposed Improvement(s) that he or she may contemplate. The preliminary application shall include such information as may be required by the application form promulgated by the DARB. Prior to the commencement of any work on such Improvement(s), the plans and specifications therefore shall be subject to a final review and approval by the DARB. At that time, the applicant shall submit to the DARB such additional information as the DARB may reasonably require, including, without limitation, three (3) sets of plans and specifications for the proposed Improvements so that the DARB may be able to adequately make the determinations required of it pursuant to this Declaration; a surface water drainage plan showing existing and design grades, and/or contours relating to the predetermined ground floor finish elevation as established by Developer and three (3) sets of plans and specifications for the Single Family Residence's landscaping design and irrigation-system showing all proposed Improvements, including their site locations. Three (3) copies of a detailed tree survey, showing all existing trees of four inches (4") or more in diameter and major vegetation stands located on the applicants' Single Family Lot, together with a written application on such form and together with such fees, as may be provided or required by the DARB, and an explanation of the color scheme and/or color samples. The DARB may also

require submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed Improvements to be staked out on the ground.

- 9.2.4 In the event the information submitted to the DARB is, in the DARB's opinion, incomplete or insufficient in any manner, the DARB may, request and require the submission of additional or supplemental information.
- 9.2.5 No later than thirty (30) days after receipt of all information required by the DARB for final review (unless the applicant waives this time requirement), the DARB shall respond to the applicant in writing. The DARB shall have the right to refuse or approve any plans and specifications which are not suitable or desirable, in the DARB's sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and specifications, the DARB shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the DARB fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the DARB.
- 9.2.6 In the event construction of an Improvement is not commenced within five (5) months of approval by the DARB (or the Board of Directors, in the event the decision of the DARB is appealed to the Board of Directors), the approval of the DARB and/or the Board of Directors may terminate and the Improvement may be treated as if originally disapproved, at the discretion of the DARB and/or the Board of Directors.
- 9.2.7 Upon approval by the DARB of any plans and specifications submitted to the DARB, the DARB shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the DARB disapproves any plans and specifications submitted to the DARB, the DARB shall notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the DARB to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the DARB (unless applicant waives this time requirement in writing). The DARB shall make a final written decision no later than thirty (30) days after such meeting. In the event the DARB fails to provide such written decision within said thirty (30) days, the

plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the DARB to the Board of Directors of The Antebellum Association within thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the DARB's decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions and restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

- 9.2.8 Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the DARB shall be subject to the approval of the DARB in the same manner as required for approval of original plans and/or specifications.
- 9.2.9 There is specifically reserved unto the DARB, and to any agent or member of the DARB, the right of entry and inspection upon any portion of the Property for the purpose of determination by the DARB, whether there exists any construction of any Improvements which violates the terms of any approval by the DARB or the terms of this Declaration. If any Improvement of any nature shall be constructed or altered without the prior written approval of the DARB, including future remodeling, or additions, the Owner shall or the Antebellum Association may, upon demand of the Antebellum Association, cause such Improvement(s) to be removed, or restored in order to comply with the plans and specifications originally approved by the DARB. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Antebellum Association. Such costs may also be the basis for an Individual Assessment. Upon the Directors' approval to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Antebellum Association shall be entitled to the recovery of the court costs, expenses and attorneys' fees of the DARB, including those

incurred in connection with its enforcement of other powers, as provided herein. Such costs, expenses and fees shall be borne by the Antebellum Association; provided, however, that nothing herein shall be deemed to negate the Antebellum Association's right to an award of the Antebellum Association's and the DARB's attorneys' fees, expenses and costs if the Antebellum Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein, or other rules and regulations promulgated by the DARB, the DARB may, in addition to all other remedies contained herein, record against that Owner's Single Family Residence and/or Lot a Certificate of Noncompliance stating that the Improvements on the Unit fail to meet the requirements of the DARB.

- 9.2.10 The DARB is empowered to publish or modify from time to time, design and development standards for the entire Antebellum Subdivision project or for one or more of the developments, or for the Single Family Lots, including, but not limited to the following:
- 9.2.10.1 Roof and Roof Design(s)
  - 9.2.10.2 Fences, walls and similar structures
  - 9.2.10.3 Exterior building materials and colors
  - 9.2.10.4 Exterior landscaping
  - 9.2.10.5 Signs and graphics, mailboxes, address numbers and exterior lighting.
  - 9.2.10.6 Building setbacks, side yards and related height, bulk and design criteria
  - 9.2.10.7 Pedestrian and bicycle ways, sidewalks and pathways
  - 9.2.10.8 Exterior architectural elements
- 9.2.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer, including without limitation, Improvements made or to be made to the Homeowners Association Property, shall not be subject to the review of the DARB.
- 9.2.12 The DARB may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Antebellum Association at the time that the plans and specifications and other documents are submitted to the DARB. The payment of



such fees, as well as other expenses of the DARB required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Single Family Residence and/or Lot as provided hereinabove.

- 9.2.13 Neither the Developer, the directors, or the officers of the Antebellum Association, the members of the DARB, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Antebellum Subdivision or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the DARB in connection with the approval or disapproval of plans and specifications. Each Owner of a Lot within Antebellum Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Plantation Pointe Master Association or the Antebellum Association, the members of the DARB, or their respective agents, in order to recover any damages caused by the actions of the DARB. The Association shall indemnify, defend and hold the DARB and each of its members harmless from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the DARB or its members. Neither the Developer, the directors or officers of the Antebellum Association, the members of the DARB, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, and for the quality of construction performed pursuant thereto.

## 10. ARTICLE X

### Use Restrictions:

#### 10.1 Restrictions on the Use of Single Family Lots:

The following restrictions shall apply to all Single Family Lots:

##### 10.1.1 Lot Restrictions:

One (1) Lot, as shown on the plat of Subdivision for the Single Family Lots, shall be the minimum land area upon which a Single Family Residence may be constructed, provided, however, that a Single Family Lot may be subdivided for the purpose of adding a portion thereof to an adjoining Single Family Lot and the remaining portion of such subdivided Lot used for construction of a Sin-

gle Family Residence thereon, with the written approval of the Developer and the DARB, which approval shall be in the Developer and the DARB's sole discretion. This property shall be shown and described as residential lots and shall not be re-subdivided for any other reason, provided, however, that a Single Family Lot may be subdivided for the purpose of adding such subdivided portions to adjoining Single Family Lots and used in conjunction therewith solely as one or more larger building site(s). Such subdivided portions shall, however, under no circumstance be used separately for construction of a Single Family Residence thereon, except as approved by the Developer and the DARB. No improvement shall be erected, altered, placed, or permitted to remain on any one particular residential lot within this property other than one single family dwelling not to exceed two and one-half stories in height, a private garage for not more than four vehicles, and other structures as may be approved by the DARB and that are incidental to residential use of said Single Family Lot.

10.1.2 Building Height:

The maximum building height shall be forty-five feet. Building heights shall be measured from the grade condition present at the entry door location to the highest point of the roof area. Chimney heights may exceed this limitation with approval of the DARB. The DARB may grant a variance if the topography is such that the building site requires or allows in the sold discretion of the DARB for an exception.

10.1.3 Lot Width:

The minimum lot width at the building setback line shall be in accordance with recorded plats, except as may be modified by the Developer and the DARB pursuant to the provisions of Section 10.1.1 herein.

10.1.4 Easements:

Easements as shown on the subdivision improvement drawings are reserved for utility installation and maintenance, drainage, and common areas.

10.1.5 Floor Area:

The minimum heated floor area of the main residence, exclusive of open porches, garages, and basement areas, shall not be less than 1,600 square feet in the case of one story or one and one-half story residences and 2,200 square feet in the case of a two-story residence. Square footage measurements shall be taken from

outside exterior walls of the residence. The DARB may grant a maximum 5% variance in the minimum square footage requirements in the event the Board should find the design of a particular residence to be of such character that such a design would enhance the overall appearance of the Antebellum community.

10.1.6 Miscellaneous:

No trailer, tent, barn, basement or other out-building erected in this subdivision may at any time be used as a residence.

10.1.7 Garages:

Each Single Family Residence shall have sufficient enclosed garage space for at least two (2) full size automobiles. All garages must have electric garage door operators. Garage doors shall be kept in closed position when garage is not being used. No carports shall be permitted. The DARB shall be the sole judge of whether detached or attached garages shall be permitted in each case. All garage entries shall be designed so as to enter from the side or rear of residential lots and shall not be placed entering from the front. Such restriction may be waived by the DARB in the event such a requirement would adversely affect the natural beauty, terrain, or features of a specific lot.

10.1.8 Signs:

No signs other than street names, a subdivision identification fixture, and mail box identification may be permanently erected in this subdivision, other than those put up by Registered Builders to aid in the new home sale of the community.

10.1.9 Resale Signs:

In the event of home resale efforts, one (1) 18" x 24" For Sale sign may be placed in the front yard no closer than fifteen (15) feet to the pavement of the adjoining street, and no further away than twenty (20) feet from said pavement, to be located within five (5) feet of the driveway apron. Said sign must be Hunter Green (PMS#3302) with white lettering. The total height of said sign above the ground as measured to the top of the sign shall not exceed fifty (50) inches.

10.1.10 Foundations:

All exposed foundations of residential dwellings shall be faced with brick, wood siding or other approved materials to within 12" of grade.

10.1.11 Exteriors:

The exterior of all residential dwellings within the development shall consist primarily and substantially of brick masonry construction and cedar or redwood siding and exterior trim details. The use of vinyl or aluminum siding is prohibited.

10.1.12 Residential Construction:

No residential structure shall be moved onto any lot in this subdivision. All residential structures must be constructed on the property.

10.1.13 Post Lamps:

Any approved post lamp(s) and post(s) shall be no greater than 15 feet from the edge of the public street fronting the particular residence, and shall be operated with automatic, 24 hour photo-cell operation so as to be illuminated during all times of darkness. All said post lamps designs, colors, and style must be approved by the DARB.

10.1.14 Construction Phase:

During construction of a Single Family Residence, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot, notwithstanding normal construction dirt and excavation. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractors) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Antebellum Association, the Antebellum Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, and unsightly debris and/or growths from the Lot. In the event the Antebellum Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Single Family Residence and/or Lot. Such costs may be the basis for an Individual Assessment. The DARB shall be entitled to promulgate, from time to time, specific rules and regulations concerning the manner in which construction activity is performed within a Single Family Residence and/or Lot or the time period of such construction activity. A representative of the DARB shall be entitled to periodically inspect the progress of construction work occurring within a Single Family Residence and/or Lot so as to

confirm its compliance with this Declaration, said rules or regulations, applicable Design and Use Standards, and other restrictions which may be applicable to the construction of any Improvements within a Single Family Residence and/or Lot. The failure by the representatives of the DARB to object to any work which does not conform to this Declaration, said rules and regulations, applicable Design and Use Standards and other restrictions shall not constitute a waiver or approval of said non-conforming work and the DARB and the Antebellum Association expressly reserves the right to enforce the same with respect to such nonconforming work.

10.1.15 Clearing and Removal of Trees:

No Lot or building site may be cleared for any reason without the prior written approval of the DARB. No landscape species trees of four (4) inches or more in diameter at two feet above the natural grade shall be cut or removed without the prior written approval of the DARB, outside the normal dig limits noted below for a residential foundation. When such a tree is removed, the Owner will replace it with a similar tree(s) of equal value or caliber size on another portion of the Lot. Tree removal shall be permitted only in an area which is thirteen feet (13') from the perimeter of the foundation of the house and garage, unless such dimension is modified by the DARB or necessary due to drainage and grading needs.

10.1.16 Accessory Buildings:

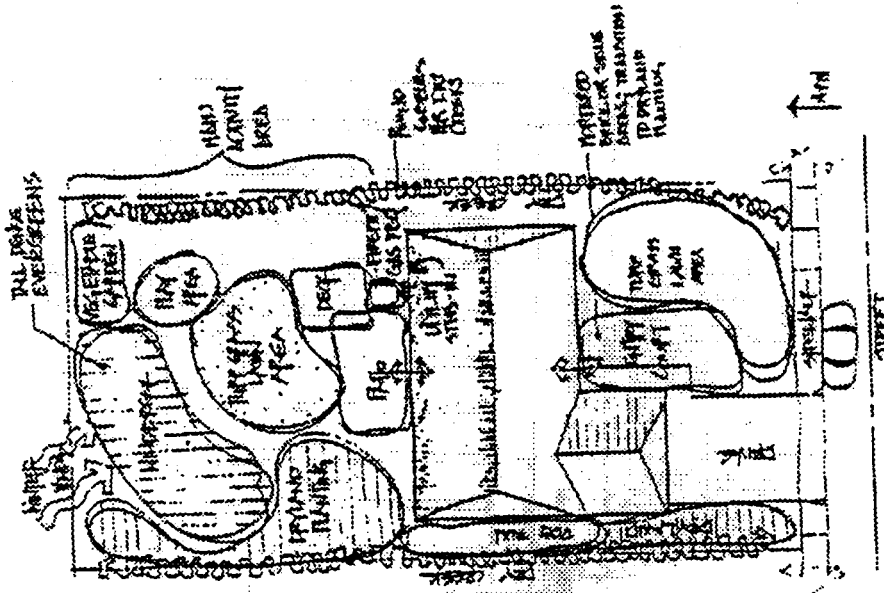
No accessory buildings of any kind will be permitted on any Lot, within the prescribed setbacks, without the prior written approval of the DARB.

10.1.17 Landscaping:

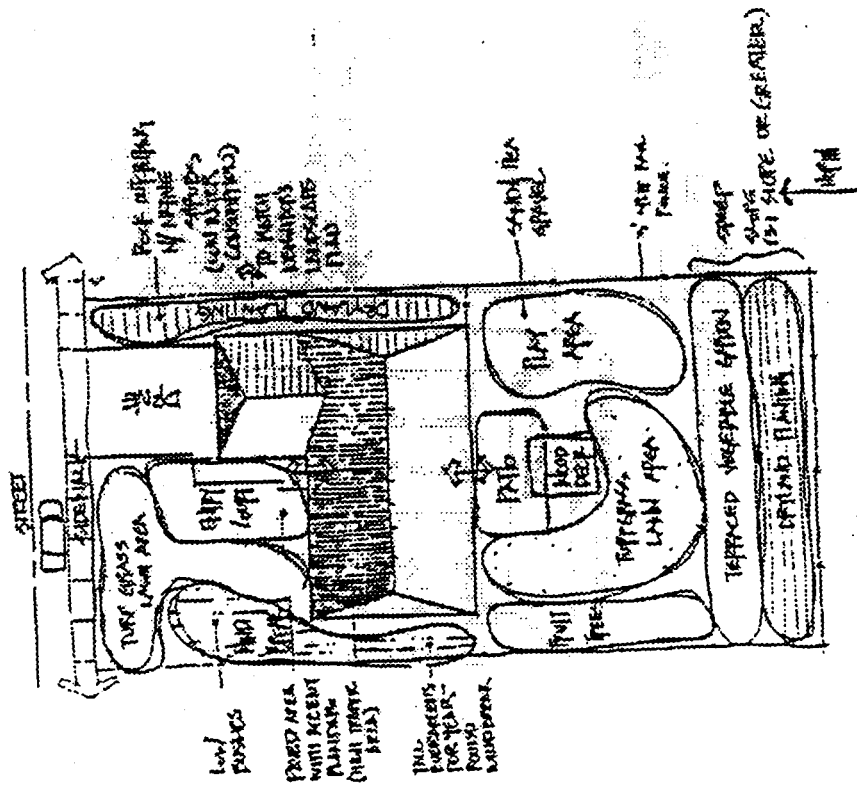
The DARB must approve all landscape plans. No vegetable gardens shall be planted or extended nearer than twenty-five feet (25') from any adjoining property or in front yards unless approved by the DARB. Landscape Design suggestions are included herein as pages 25, 26, and 27.

10.1.18 Maintenance of Lots:

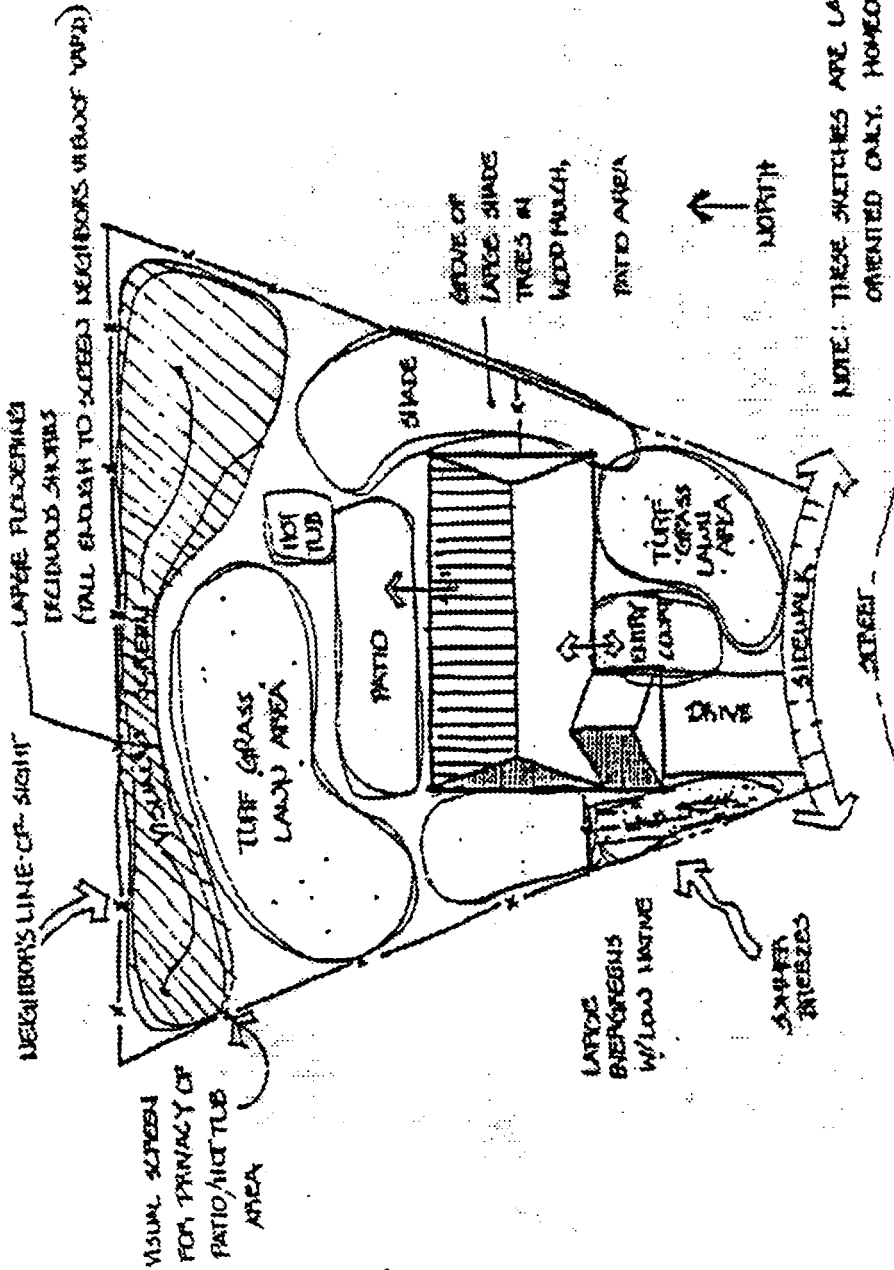
All Lots shall be kept in a clean and sanitary condition and no rubbish, weeds, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Antebellum Association. In the event an



NOTE: THESE AREAS ARE LANDSCAPE DESIGN ORIENTED ONLY. HOMEOWNER SHOULD REFER TO SECTION 4.3 TO INSURE THAT LANDSCAPE PROVISIONS ARE MADE ACCORDING TO FRODOOR CHANGE SPECIFICATIONS.



Landscape 1



NOTE: THESE SKETCHES ARE LANDSCAPE DESIGN ORIENTED ONLY. HOMEOWNER SHOULD REFERENCE SECTION 9.3 TO INSURE THAT LANDSCAPE IMPROVEMENTS ARE MADE ACCORDING TO PROPER DRAINAGE SPECIFICATIONS.

Landscape 2



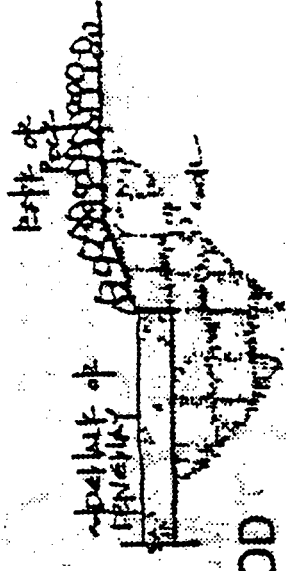
**INCORRECT METHOD**

Note that the top of soil is level with the top of the rock. In this condition the water will flow under the paving causing water to collect in the hole. This paving resulting in soil expansion will may lift of crack-like paving.



**CORRECT METHOD**

Note that top of soil is level with top of rock. The area is level with the top of paving preventing water.





Owner fails to maintain his Lot as aforesaid, the Antebellum Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Antebellum Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the community, provided, however, that at least seven (7) days prior notice shall be given by the Antebellum Association to the Owner of such Lot before such work is performed by the Antebellum Association. In the event that the Antebellum Association, after such notice causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner and shall become a lien on the subject lot. Such costs may be the basis for an Individual Assessment. Such entry by the Antebellum Association shall not be deemed a trespass. The Antebellum Association may also, at the request of any lot Owner, maintain any undeveloped lots, so as to prevent such undeveloped lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner and shall become a lien on the subject Single Family Residence and/or Lot and may be the basis for an Individual Assessment.

#### 10.1.19 Temporary Structures:

No improvement or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, garages, barns, tree houses, skateboard ramps or other temporary or other outbuildings shall be erected, kept or maintained on any lot of any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site when approved, in advance, by the DARB. The architectural site plan shall indicate the location of such temporary structure and drawings reflecting the appearance of same.

#### 10.1.20 Set-Backs:

Minimum setback requirements are as follows unless otherwise indicated on the recorded plat or as otherwise approved by the DARB, which approval, if any, shall be in the DARB's sole discretion:

- 10.1.20.1 Front Set-Back: The minimum front setback line shall be no less than thirty five (35) feet from the abutting street. In the case of corner lots, the intersecting street setback shall be thirty (30) feet and the DARB shall determine

which of the two streets shall be considered the fronting street.

- 10.1.20.2 Rear Set-Back: Rear yard setbacks shall be generally opposite the front yard, but final determination shall be made by the DARB as to which areas shall be considered as rear or side yards. The minimum distance for rear setbacks shall be thirty (30) feet.
- 10.1.20.3 Side Set-Backs: The side setbacks shall be not less than nine (9) feet from each property line.
- 10.1.20.4 Fences: No improvement of any kind, including, without limitation, fences higher than four feet (4'), shall be permitted in any building setback area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four feet (4') into the setback area and provided further that they are all sided and screened from view in a manner approved by the DARB.
- 10.1.20.5 Set-Back Waivers: The Developer and/or the DARB shall have the right to waive minor violations of the setback requirement (including building height and lot width) contained herein, if said violation does not exceed fifteen percent (15%) of the required height or setback limitation. After the Developer has turned over control to the Antebellum Association, then the Antebellum Association and/or the DARB shall have the rights to waive the minor setback requirements (including building height and lot width) as are given to the Developer herein.

10.1.21 Subdivision of Lots:

No lot shall be re-subdivided to form a lot smaller than the original Lot, provided, however, that the Owner of more than one (1) contiguous lot may apply to the DARB for permission to use such Lots as a site for a single family residence except as provided in Section 10.1.1 herein; and, upon the written consent of the DARB, said contiguous Lots shall then be defined as the "Lot" for purposes of the Declaration, except that the lots shall continue to be treated as separate and distinct lots for purposes of Assessment. The Owner of such Lots shall not be required to comply with the side yard setbacks set forth herein, except that such Owners shall be required to comply with the outside side yard setback lot lines of the combined Lots.

10.1.22 Fences, Walls and Hedges:

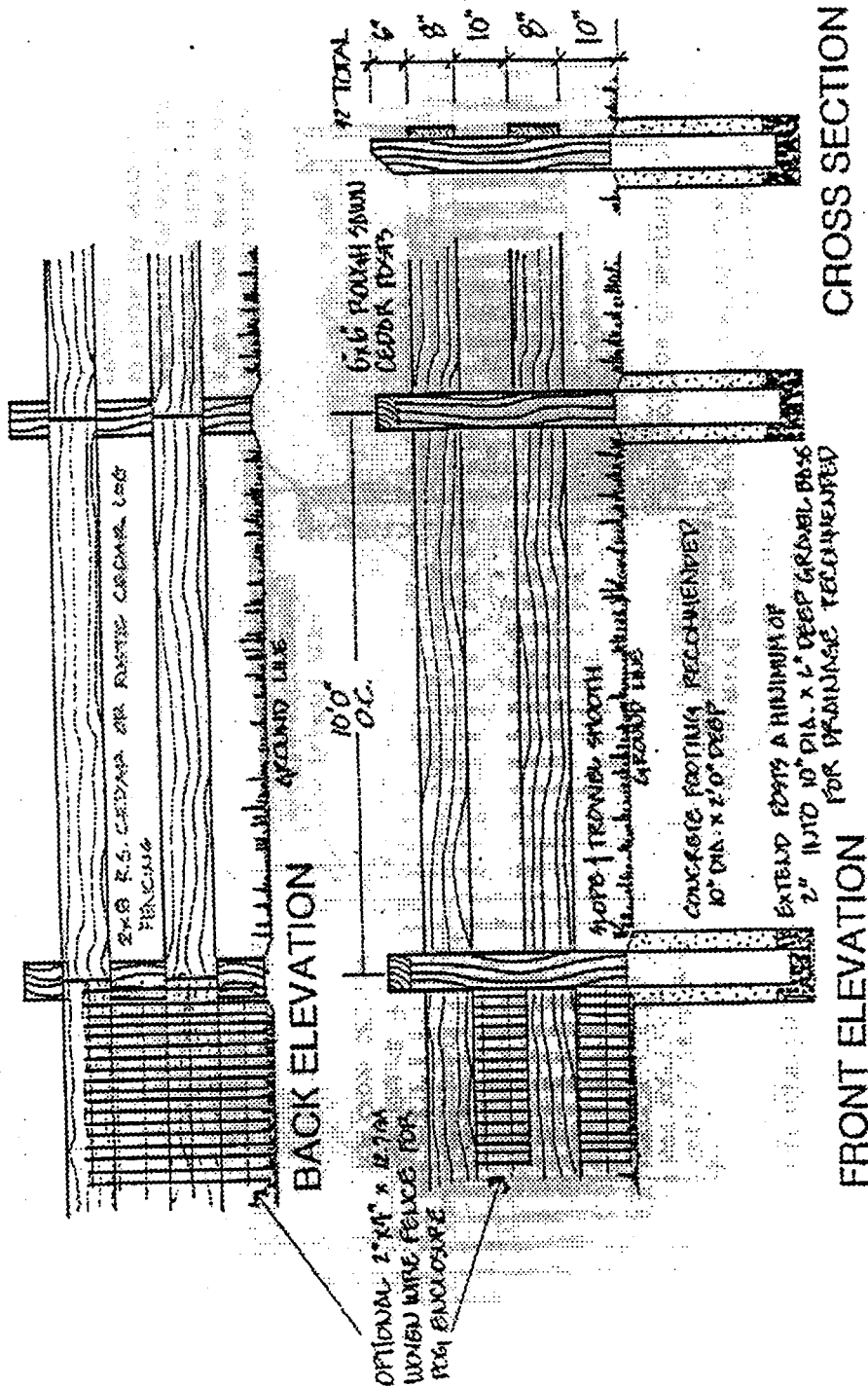
The composition, location and height of any fence, wall or hedge to be constructed on any Lot shall be approved in advance by the DARB. No fence shall be approved on any Lot between the rear of the building constructed thereon and the street in the front of the building. The DARB shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Antebellum community and other fences, if any. Chain link or reflective fencing may not be used. Fences must be constructed of natural wood, 75% open, allowing a full view and approved in advance by the DARB. Fencing design must accompany the final working drawings submitted to the DARB for any proposed Single Family Residence. Recommended Fence Designs have been included herein on pages 31 and 32.

10.1.23 Driveways:

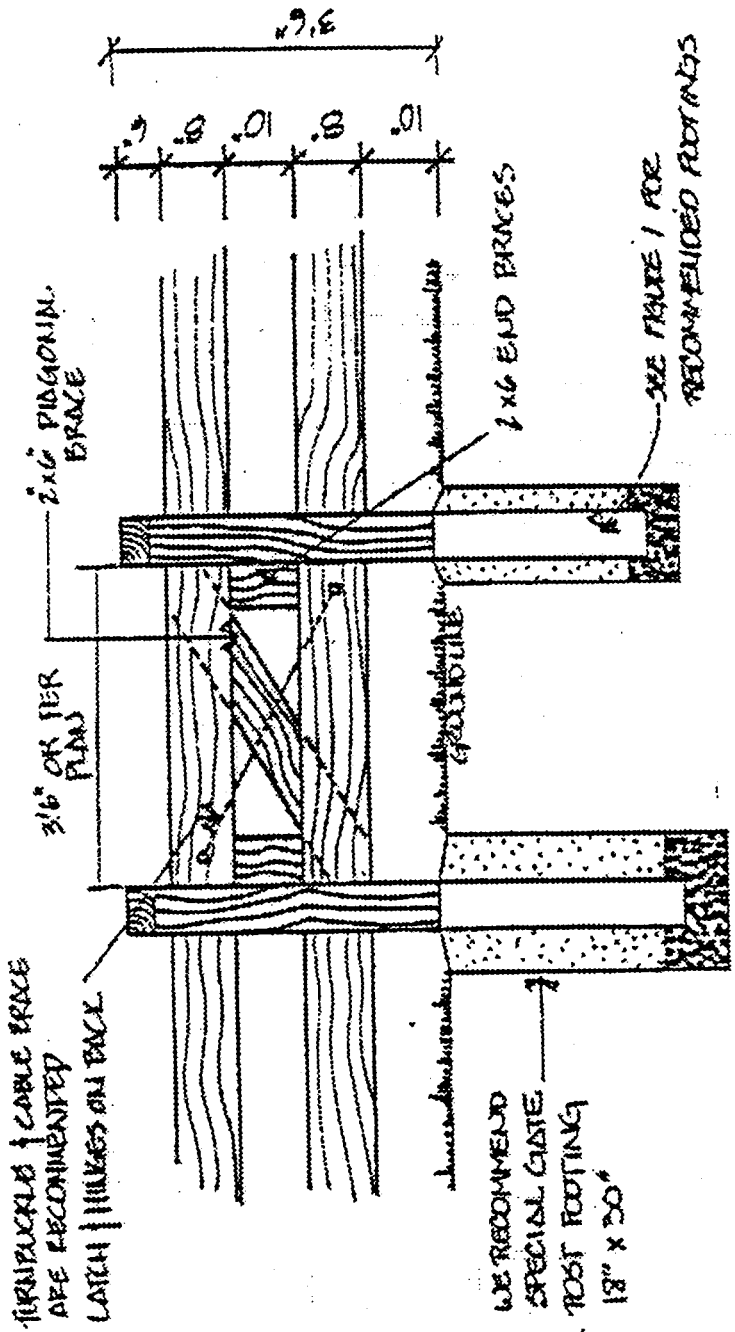
All driveways and parking areas shall have hard impervious, dustless surfaces, such as asphalt, concrete, or brick. Driveways may connect to streets at only two (2) points for each lot and such connections shall provide continuity of any drainage swale or curb and shall blend into the street pavement. No curbside parking areas may be created by extending any portions of street pavement, except as approved by the Antebellum Association. All driveways shall be approved in advance by the DARB.

10.1.24 Utilities:

No direct home service utilities may be above ground, including, but not limited to, electric, telephone, gas and related accessories, (i.e., L.P. tanks), and cable television. The central water and sewage system provided by public governmental agencies for



Fence 1



GATE DETAIL

Fence 2

service of the property shall be tapped into and used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be removed from any lake or water management system without the express written consent of the Antebellum Association. No septic tank or drain field shall be allowed on any Lot. Water for irrigation of Lots may be supplied by an underground well located on each Lot, approved by the DARB.

10.1.25 Lot Filling:

No Lot may be filled for any reason until the DARB has reviewed and approved the preliminary application for the Single Family Residence, proposed for construction on the Lot, except for lot fills permitted as required to complete community development, drainage and grading by the Developer. The site plan, along with the tree survey and overall drainage concerns shall be taken into consideration in determining the extent of filling which shall be permitted on any given Lot.

10.1.26 Lots Bordering on Lakes:

Lots bordering on lakes shall be required to maintain shoreline grading, using swale and earthen berm design, to detain a minimum of one inch (1") of surface water runoff from all proposed paved surfaces. Such design shall appear on the landscaping plat for the lot, and shall be evidenced by grade elevations and profile drawings, if requested, showing typical cross sections. A combination of the above alternatives shall be encouraged by the DARB to provide a more natural lake shoreline. No portion of the shoreline of any lake shall be altered by an owner without the prior consent of the Antebellum Association.

10.1.27 Swimming Pools:

Any swimming pool to be constructed on any Lot shall be in-ground and subject to the review and approval of the DARB, which shall include, but not be limited to the following criteria:

- 10.1.27.1 Composition to be of material thoroughly tested and accepted by the industry for such construction.

10.1.27.2 Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, and shall not extend towards the front of the house any further than a plane indicated by the rear house line, except by special permit from the DARB.

10.1.27.3 Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding Single Family Residences. No lighting shall be approved that is set higher than four feet (4') above finished grade.

10.1.27.4 If one Owner elects to purchase two (2) adjoining lots and to use one lot for recreational purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the DARB. It shall be the intent of the DARB to screen any such recreational facilities from public view, and direct view from the adjoining lot.

10.1.27.5 Pools may be heated only through methods approved by the DARB,

10.1.28 Tennis Courts:

Private tennis courts are not permitted.

10.1.29 Clotheslines:

No clotheslines or outside drying area shall be located on any Lot.

10.1.30 Garbage and Trash Containers:

No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be kept within an enclosure.

10.1.31 Resident Graphics:

The size and design of all signs, numbering for the Single Family Residence mailboxes and other such materials shall be approved by the DARB and shall display continuity and conformity throughout the development.

Except in connection with the development or sales of property by Developer or a Registered Builder, no signs, billboards, advertisements or notices of any kind, except "For Sale" signs shall be displayed for public view on any Lot without the prior written ap-

proval of the DARB, or except as may be required by legal proceedings, it being understood that the DARB will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the DARB reserves the right to restrict size, color, content and location of such signs. No sign shall be nailed or attached to any tree. The DARB shall have the right to adopt reasonable rules regarding signs to be used during construction of Single Family Residences, such as Owner identification, name of contractor, architect, etc.

10.1.32 Parking of Vehicles:

No commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four (4) wheel passenger automobiles and truck and vans not to exceed 3/4 ton, shall be placed, parked or stored outside of an approved garage or residence. Boats may be stored in driveways for seventy-two (72) hours per week between April 1 and November 1.

Vehicles of repairmen, delivery men, moving vans may be parked at curbside or on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Lot for the duration of their stay. The Antebellum Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, and to collect the cost thereof from Owners, as an individual assessment.

10.1.33 Antenna and Other Rooftop or Yard Accessories:

No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on any Lot or on the Common Areas or on the exterior of Single Family Residences without the prior written approval of the DARB. Such approvals may provide for temporary uses, subject to removal upon stated conditions. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the color of the roof and shall be located, whenever possible, so as not to be visible from the street or from neighboring Lots. Electronically powered ventilators may be used if the roof vents are low profile, blended to the roofing materials and are not visible from the street or from neighboring Lots.



10.1.34 Nuisances:

No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of their Single Family Residence and/or Lot shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about their Single Family Residence and/or Lot. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet, and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his or her Single Family Residence and/or Lot.

10.1.35 Firearms:

There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any Lot except by security personnel in the performance of their duties.

10.1.36 Temporary or Permanent Mobile Homes:

There shall not be erected, placed, altered or permitted to remain on any Lot any mobile home, temporary or permanent, nor may any Owner be allowed to use such as a dwelling, either temporarily or permanently, except for Registered Builders or Developer as needed for the construction of homes or subdivision improvements.

10.1.37 Storage Tanks:

No holding tanks of any sort will be permitted that are visible from adjoining properties without the written approval of the DARB, except for Registered Builders or Developer as needed for the construction of homes or subdivision improvements.

10.2 Rules and Regulations:

No person shall use the Homeowners Association Property, or any Single Family Residence and/or Lot in any manner contrary to, or not in accordance with, such rules and regulations as may be promulgated by the Antebellum Association, or such traffic regulations as may be promulgated by the Plantation Pointe Master Association and/or the Antebellum Association from time to time.

10.3 Additional Protective Covenants:

Developer may include, in any contract or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

10.4 Animals:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats and other common household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Antebellum Association, so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

10.5 Lake Regulations:

- 10.5.1 No obnoxious or offensive substance polluting said lake or pond shall be discharged or permitted to be discharged therein.
- 10.5.2 No commercial use of any kind shall be made of said lake or pond.
- 10.5.3 Each owner, his guests or invitees, shall conduct themselves at all times so as not to interfere with the privacy and privileges of the other abutting property owners.
- 10.5.4 No person, upon entering the boundaries of lake areas, shall enter, or leave by trespassing upon another homeowners' Lot. Said entry shall be conducted on Homeowner Association Property or approved easements.
- 10.5.5 No trash, debris or other unsightly substance shall be placed or permitted to be placed in said lake or pond.
- 10.5.6 No docks or lifts shall be built or maintained in or upon said lake or pond unless approved by the DARB. Boats are permitted to be used on the lakes, but shall not be powered by engines. No gasoline powered vehicles of any kind, including jet skis, shall be permitted.
- 10.5.7 The shoreline of said lake or ponds shall be maintained in a neat, clean and attractive appearance by the owner of the Lot upon which said shoreline is located.
- 10.5.8 These lake and pond covenants and restrictions may be enforced only by the Antebellum Association, and by any person owning a Lot abutting or extending into the lake or pond upon which the

covenants or restrictions are being enforced. Enforcement may be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain a violation or to recover damages.

10.5.9 No person shall be permitted to pump or otherwise remove water from the lakes which are a part of the Development, subject, however, to the right of the Antebellum Association to use lake water for irrigation of the Common Areas.

11. ARTICLE XI

Indemnification of Officers, Directors and Members of the DARB and Members of the Antebellum Association

Every officer and director of the Antebellum Association, the Plantation Pointe Master Association and member of the DARB shall be indemnified by the Antebellum Association and the Plantation Pointe Master Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his other being or having been an officer, director, or member of the DARB, the Antebellum Association, or the Plantation Pointe Master Association, whether or not he or she is an officer, director or member of the DARB, the Plantation Pointe Master Association or the Antebellum Association at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the DARB, the Antebellum Association or the Plantation Pointe Master Association may be entitled.

12. ARTICLE XII

General Provisions

12.1 Assignment:

Any or all of the rights, powers and obligations, easements and estates reserved by or granted to the Developer, or the Antebellum Association or the Plantation Pointe Master Association may be assigned by the Developer, the Antebellum Association or the Plantation Pointe Master Association, as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations therein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Developer, the Antebellum Association and/or the Plantation Pointe Master Association. After such assignment, Developer, the Antebellum Association and/or the Plantation Pointe Master Association shall be relieved and released

of all obligations with respect to such rights, powers, obligations, easements or estates.

12.2 Amendment:

This Declaration may be amended upon the recordation of an appropriate instrument with the County Clerk subject, however, to the following provisions:

- 12.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least eighty percent (80%) of the votes of Members; provided, however, that until such time as Developer relinquishes control of the Antebellum Association, as described hereinabove, all amendments must include the express written joinder and consent of the Developer.
- 12.2.2 This Declaration may be amended by the Developer at any time and for any purpose for the first five (5) years from and after the date of recording of this Declaration in the Boone County, Kentucky Clerk's records at Burlington, Kentucky without the vote joinder, consent or approval of the Members, Owners, the Antebellum Association, the Plantation Pointe Master Association, Institutional Mortgagees, or any other party. Thereafter, this Declaration may be amended upon the initiation of Developer, at any time, upon approval of at least fifty one percent (51%) of the votes of the Members. Provided, however, that the declaration may be amended by Developer, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of voting, membership and assessment for such additional real property, for the purposes of granting easements to Developer over the Homeowners Association Property, and for the purpose of complying with the requirements of government authorities and lenders (including FNMA), without the joinder or consent of Owners, the Antebellum Association, the Plantation Pointe Master Association, Institutional Mortgagees, or any other party, except that when additional real property is subject to this Declaration, the joinder of the Antebellum Association and the Plantation Pointe Master Association, which will govern the additional property shall be required.
- 12.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Single Family Residence and/or Lot, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Single Family Residence

and/or Lot, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.3 Duration:

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for an initial term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

12.4 Covenants Running with the Property:

The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Antebellum Association, the Plantation Pointe Master Association, and the Owners.

12.5 Enforcement:

Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall, be by a proceeding at law or in equity against any person or entity violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer, the Plantation Pointe Master Association, or the Antebellum Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of the Developer, The Plantation Pointe Master Association, the Antebellum Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained herein.

12.6 Declarant's Rights:

Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell or lease Single Family Residenc-

es and/or Lot(s) on any terms to any purchasers or lessees, for so long as it owns any property in the Antebellum Subdivision. Also, for so long as Developer owns or has any use rights to any property subject to this Declaration, Developer and/or Registered Builders shall have the right to transact any business necessary to consummate sales of property throughout the Antebellum subdivision including, but not limited to, the right to maintain offices on the Property, or Homeowners' Association Property, in locations to be selected by the Developer, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout the Antebellum Subdivision, including without limitation, sales models and parking lots; to post and display a sign or signs on any Single Family Residences and/or Lots owned by Developer or on the Homeowners' Association Property.

12.7 Notice:

Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed as follows:

To the Developer and the  
Antebellum Association at:

A & K Enterprise, Inc.  
Attn: Lawrence Erpenbeck  
1174 Mt. Zion Road  
Union, KY 41091

As additional property is subjected to this Declaration by amendment to the Declaration, the address of the governing Antebellum Association shall be set forth in such amendment. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purpose of giving notice under this subsection, which thereafter, until change by like notice, shall be the address of such party for all purposes of this Declaration.

12.8 Plats:

In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of portions of the Property, which are recorded or to be recorded in the Boone County Clerk's office at Burlington, Kentucky.

12.9 Captions:

The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

12.10 Gender and Number:

The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

12.11 Severability:

Invalidation of any one of the covenants or restrictions contained herein by Judgment or Court Order shall in no way affect any other provision hereof, which shall remain in full force and effect.

12.12 Effective Date:

This Declaration shall become effective upon its recordation in the Boone County Clerk's office at Burlington, Kentucky.

IN WITNESS WHEREOF, Developer has also caused this Declaration to be executed this 20<sup>th</sup> day of October 1995, by and through W. Thomas Erpenbeck, its President, pursuant to a duly passed resolution of its Board of Directors.

A & K Enterprise, Inc.,  
a Kentucky Corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck  
Its: President

COMMONWEALTH OF KENTUCKY )  
  ) SS.  
COUNTY OF BOONE )

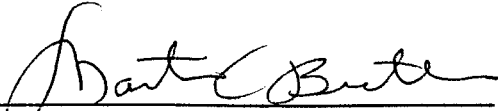
The foregoing instrument was acknowledged before me, a Notary Public, by A & K Enterprise, Inc., a Kentucky Corporation, by and through W. Thomas Erpenbeck, its President, this 20<sup>th</sup> day of October, 1995.

Robert [Signature]  
NOTARY PUBLIC  
State-at-Large

MY COMMISSION EXPIRES:

2/16/99

This instrument prepared by:

A handwritten signature in cursive script, appearing to read "Martin C. Butler". The signature is written in black ink and is positioned above a horizontal line.

Martin C. Butler, Esq.  
Strauss & Troy, L.P.A.  
50 E. RiverCenter Blvd.  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900

G:\DOCS\MCB\AGRE\24191.1



October 20, 1995

**LEGAL DESCRIPTION****Antebellum****at****Plantation Pointe****HOA****Exhibit "A"**

Being located in Boone County, Kentucky and lying north of Mt. Zion Road and being more particularly described as follows:

Beginning at the common corner of the Plantation Pointe H.O.A. Parcel and lot 1, Section One, Antebellum at Plantation Pointe, on the east right of way line of Wetherington Boulevard; thence with said right of way, for two calls, N 31° 39' 58" W, 802.02 feet to the PC of a curve; thence along said curve to the right 121.88 feet (R=465.00 feet, Chord N 24° 09' 26" W, 121.53 feet) to the common corner of lot 9 and 10; thence with the perimeter of Section One, Antebellum at Plantation Pointe, for seventeen calls, N 37° 18' 10" E, 177.47 feet; thence N 56° 24' 09" E, 71.42 feet; thence N 79° 53' 21" E, 106.32 feet; thence S 84° 55' 36" E, 100.91 feet; thence S 84° 55' 36" E, 9.16 feet; thence S 31° 39' 58" E, 883.70 feet; thence N 58° 30' 02" E, 33.96 feet; thence S 52° 34' 46" E, 130.59 feet; thence N 37° 25' 14" E, 15.03 feet to the PC of a curve; thence along a curve to the left 12.32 feet (R=125.00 feet, Chord N 34° 35' 51" E, 12.31 feet); thence S 58° 13' 31" E, 50.00 feet; thence S 58° 13' 31" E, 176.71 feet; thence S 37° 25' 14" W, 197.04 feet; thence S 22° 25' 14" W, 50.00 feet;

thence N 67° 34' 46" W, 63.84 feet;  
 thence S 22° 25' 14" W, 174.86 feet to the northeast line of Webster;  
 thence with said line N 67° 30' 04" W, 105.19 feet;  
 thence leaving said perimeter and continuing with the common line of Webster S 22° 29' 56" W, 218.40 feet;  
 thence leaving said parcel S 38° 33' 20" W, 32.37 feet to the east right of way line of Wetherington Boulevard; thence with said right of way along a curve to the left 165.73 feet, (R=535.00 feet, Chord N 22° 47' 31" W, 165.06 feet to the PT of said curve;  
 thence N 31° 39' 58" W, 16.10 feet to a point on the north right of way line of Appomattox Drive;  
 thence with said right of way along a curve to the left 31.60 feet (R=20.00 feet, Chord S 76° 55' 26" E, 28.41 feet to a PCC;  
 thence along a curve to the left 104.80 feet (R=170.00 feet, Chord N 40° 09' 31" E, 103.14 feet to the PT of said curve;  
 thence N 22° 29' 56" E, 21.02 feet;  
 thence S 67° 30' 04" E, 5.00 feet;  
 thence N 22° 29' 59" E, 155.82 feet to the PC of a curve;  
 thence along said curve to the left 29.86 feet (R=20.00 feet, Chord N 20° 16' 18" W, 27.16 feet) to a PCC, said PCC being on the west right of way line of Manassas Drive;  
 thence with said right of way along a curve to the right 205.36 feet (R=375.00 feet, Chord N 47° 21' 14" W, 202.80 feet to the PT of said curve;  
 thence N 31° 39' 58" W, 5.80 feet to the common corner of the Plantation Pointe H.O.A. Parcel and lot 1, Section One, Antebellum at Plantation Pointe;  
 thence with the common line of said parcels S 58° 20' 02" W, 215.00 feet to the point of beginning.

\\PROJECTS\870058\01\03\ABHOA-A

State of Kentucky, County of Boone  
 JERRY W. ROUSE, Clerk of the Boone County  
 Court, do certify that the foregoing  
*Misc* was, on the 26 day of Oct.  
 1995, at 9:40 A. M, lodged in my office

COPY

RECEIVED

1999 JAN 25 A 10: 54

MISSY GROUSE  
BOONE COUNTY CLERK

FIRST AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS' ASSOCIATION

This First Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association is made effective as of January 15<sup>th</sup>, 1999 by A & K Enterprise, Inc., a Kentucky corporation ('Declarant').

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association (the 'Declaration') of Antebellum at Plantation Pointe (the 'Project'); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the 'Property'); and

WHEREAS, Section 12.2.2 of the Declaration provides that Declarant may amend the Declaration under circumstances applicable hereto; and

WHEREAS, Declarant desires to so amend the Declaration in order to modify the side set-back requirements for lots in the Project.

NOW, THEREFORE, for the purposes and pursuant to the procedures, set forth in the Declaration, Declarant hereby amends and modifies the Declaration as follows:

1. Section 10.1.20.3 Side set-backs shall be amended to read in its entirety as follows:

10.1.20.3 Side set-backs: The side set-backs shall be not less than five (5) feet from each property line.

2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY )

) SS

COUNTY OF KENTON )

The foregoing instrument was acknowledged before me this 15 day of January 1999, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Begnoche  
Notary Public  
My Commission expires 3-16-2000

This instrument prepared by:

Pete A. Smith

Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
PAS:vss:50734.1

RECEIVED

1999 FEB 19 A 11:13

Group 2047 and 3918  
Plat 502 A

BOONE COUNTY CLERK

9.00ppd

SECOND AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS' ASSOCIATION

This Second Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association (the "Amendment") is made effective as of February 10, 1999 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the "Property"); and

WHEREAS, Declarant has obtained title to and intends to develop an additional parcel of real estate adjacent to the Property to be known as Antebellum at Plantation Pointe Section Two as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property"); and

WHEREAS, Declarant desires to subject this Additional Property to the Covenants, Conditions and Restrictions, Easements, Charges and Liens as set forth in the Declaration; and

WHEREAS, Article 2, Section 2.2 of the Declaration provides for the annexation of said Additional Property to the Declaration by the Declarant.

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant hereby amends the Declaration as follows:

(17) (1)

Return to:  
RAY ERPENBECK  
CONSULTING ENGINEERS  
4205 DIXIE HIGHWAY  
ELSMERE, KY 41018

1. Pursuant to Article 2, Section 2.2 of the Declaration, Declarant hereby annexes to the Project the Additional Property as described in Exhibit "A" hereto so as to fully and completely subject the Additional Property to the terms and provisions of the Declaration.
2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY                 )  
   ) SS  
COUNTY OF KENTON                 )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February 1999, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Begnoche  
Notary Public  
My Commission expires 3-16-2000

This instrument prepared by:

[Signature]  
Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
PAS:vss:51233.1

## EXHIBIT "A"

A certain tract of land located in the City of Florence, Boone County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "pin and cap" is a set ½" diameter rebar eighteen (18") in length, with a yellow plastic cap stamped Erpenbeck LS 249. All bearings stated herein are based upon the Subdivision plat for Antebellum at Plantation Pointe, Section 1 and recorded on Plat Slide 329 B at the Boone County Clerk's office.

Beginning at a pin and cap on the north right-of-way line of Appomattox Drive; said point being the north east corner of Lot 22 of Section one, Antebellum at Plantation Pointe Subdivision, Plat Slide 329 B; thence with the north line of said Lot 22, N 52° 34' 46" W to a pin and cap and being the north west corner of said Lot 22;  
 thence N 58° 20' 02" E, 131.03 feet to a pin and cap;  
 thence N 31° 39' 58" W, 29.68 feet to a pin and cap;  
 thence S 58° 20' 02" E, 50.00 feet to a pin and cap on a curve thence along the arc of said curve to the left 29.83 feet, (chord N 74° 23' 59" W, 27.14 feet, Radius 20.00 feet) to a pin and cap;  
 thence a 24° 29' 27" E, 50.05 feet to a pin and cap on a curve;  
 thence along the arc of said curve to the left 29.83 feet, (chord S 74° 23' 59" E, 27.14 feet, Radius 20.00 feet) to a pin and cap, said pin and cap being on a new curve;  
 thence with said curve to the right 56.50 feet to a pin and cap (chord S 04° 32' 29" E, 56.26 feet, Radius 175.00 feet);  
 thence S 85° 17' 30" E, 216.30 feet to a pin and cap;  
 thence S 29° 09' 53" E, 22.80 feet to a pin and cap;  
 thence S 37° 25' 14" W, 156.74 feet to a pin and cap;  
 thence N 58° 13' 31" W, 228.21 feet to a pin and cap on a curve;  
 thence with said curve to the right 22.98 feet (chord S 32° 09' 11" W, 22.95 feet, Radius 125.00 feet) to a pin and cap;  
 thence S 37° 25' 14" E, 4.32 feet to the Point of Beginning and containing 0.879 acres more or less, according to a survey by Raymond Erpenbeck LS 249 with Raymond Erpenbeck Consulting Engineering on February 10, 1999.

51466\_1.DOC.1

State of Kentucky, County of Boone  
 MARILYN K. ROUSE, Clerk of the Boone County  
 Court, do certify that the foregoing  
 was, on the 19 day of February  
99, at 11:13A M, lodged in my office  
 for record, and that it has been duly recorded in  
 my said office, together with this and the  
 certificate thereon endorsed.  
 Given under my hand this 19 day of Feb.  
99

MARILYN K. ROUSE  
 By Darwin G. Helmer D.C.

RECEIVED

BOOK 762 PAGE 314

1999 MAY -5 P 4: 06

BOONE COUNTY CLERK

9.00pd

Groups 2047 and 3956 & 3957

THIRD AMENDMENT TO ANTEBELLUM AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Third Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of May 4, 1999 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the "Property"); and

WHEREAS, Declarant has obtained title to and intends to develop an additional parcel of real estate adjacent to the Property to be known as Antebellum at Plantation Pointe Section III as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property"); and

WHEREAS, Declarant desires to subject this Additional Property to the Covenants, Conditions and Restrictions, Easements, Charges and Liens as set forth in the Declaration; and

WHEREAS, Article 2, Section 2.2 of the Declaration provides for the annexation of said Additional Property to the Declaration by the Declarant.

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant hereby amends the Declaration as follows:

(17)  
C  
D

Return to:

RAYMOND ERPENBECK  
CONSULTING ENGINEERS  
RETURN TO: 4205 DIXIE HIGHWAY  
ELSMERE, KY 41018



1. Pursuant to Article 2, Section 2.2 of the Declaration, Declarant hereby annexes to the Project the Additional Property as described in Exhibit "A" hereto so as to fully and completely subject the Additional Property to the terms and provisions of the Declaration.
2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Additional Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY )

) SS

COUNTY OF KENTON )

The foregoing instrument was acknowledged before me this 27th day of May 1999, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Begnoche  
Notary Public  
My Commission expires 3-16-2000  
State @ Large

This instrument prepared by:

Pete A. Smith  
Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
PAS:vss:52848\_1.DOC.1

EXHIBIT "A"

Group No. 3956 & 3957

Being all of lots 23, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 of Section three, Antebellum at Plantation Pointe as recorded on Plat Slide 515B at the Boone County clerks office, Burlington, Kentucky.

State of Kentucky, County of Boone  
MARILYN K. ROUSE, Clerk of the Boone County  
Court, do certify that the foregoing  
misc was, on the 5 day of May  
1999, at 4:06 P.M. lodged in my office  
for record, and that it has been duly recorded in  
my said office, together with this and the  
certificate thereon endorsed.  
Given under my hand this 5 day of May  
1999.  
MARILYN K. ROUSE  
By Wickie Sol D.C.

3

Group Nos. 2047, 3484, 3485, ✓  
3918, 3956, 3957 ✓

FOURTH AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Fourth Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of October 24, 2000 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant/Developer").

WITNESSETH:

WHEREAS, Declarant/Developer recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration under Section 12.2, Declarant/Developer may amend the Declaration upon the recordation of an appropriate instrument with the Boone County, Kentucky Clerk; and

WHEREAS, Declarant/Developer desires to amend the Declaration with respect to two items;

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant/Developer hereby amends the Declaration as follows:

1. Section 10.1.11 is hereby amended to read in its entirety as follows:

"10.1.11 EXTERIORS

The front, sides and rear of the first floor and the front of the second floor of each residence must be primarily constructed of brick or masonry. The second floor rear and sides of the homes and the gable ends may be of siding, vinyl siding or other material approved by the DARB. Vinyl siding must be a premium product certified by the Vinyl Siding Institute that

RETURN TO: Prepar

meets or exceeds ASTM D3679. Foundation walls shall be of poured concrete. The DARB reserves the right to approve the kind, quality and finished colors of the exterior materials used on each residence."

2. The following item is hereby added to Section 10.1:

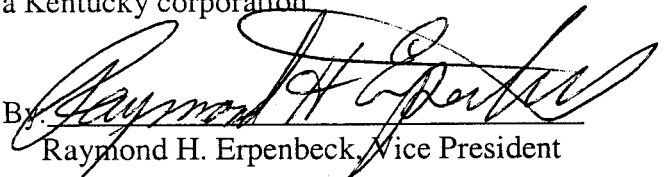
"10.1.37 SIDEWALKS

All sidewalks placed within the public right-of-way of any street shall be constructed with paving bricks. The type, color, and location shall be approved by the DARB."

3. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant/Developer, A & K Enterprise, Inc., a Kentucky corporation, has caused its name to be hereunto subscribed by its Vice President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By:   
Raymond H. Erpenbeck, Vice President


STATE OF KENTUCKY )

) SS

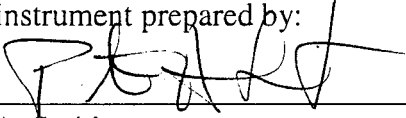
COUNTY OF KENTON )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October 2000, by Raymond H. Erpenbeck, Vice President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
My Commission expires 3/20/03

This instrument prepared by:



Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
64147\_1

DOCUMENT NO: 33878  
RECORDED ON: OCTOBER 24, 2000 05:31:58PM  
TOTAL FEES: \$9.00  
GROUP : 2047  
COUNTY CLERK: MARILYN K ROUSE  
COUNTY: BOONE  
DEPUTY CLERK: RENA PING

BOOK MC838 PAGES 522 - 524

BOONE COUNTY  
MC838 PG 524

2

Group Nos. 2047, 3484, 3485,  
3918, 3956, 3957  
4040, 3678

FIFTH AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Fifth Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of January 22, 2001 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant/Developer").

WITNESSETH:

WHEREAS, Declarant/Developer recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration under Section 12.2, Declarant/Developer may amend the Declaration upon the recordation of an appropriate instrument with the Boone County, Kentucky Clerk; and

WHEREAS, Declarant/Developer desires to amend the Declaration;

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant/Developer hereby amends the Declaration as follows:

1. Section 10.1.11 is hereby amended to read in its entirety as follows:

"10.1.11 EXTERIORS

The exterior of all residential dwellings within the development shall be of materials approved by the DARB. The DARB reserves the right to approve the quality and finish colors of the exterior materials used on each residence. Vinyl siding must be a premium product certified by the Vinyl Siding Institute that meets or exceeds ASTM D-3679."

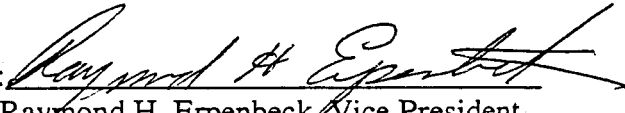
24 Expedited  
4205 Dippelway  
Elmwood, Ky 41012

RETURN TO:

Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant/Developer, A & K Enterprise, Inc., a Kentucky corporation, has caused its name to be hereunto subscribed by its Vice President effective as of the date first written above.


A & K Enterprise, Inc.  
a Kentucky corporation

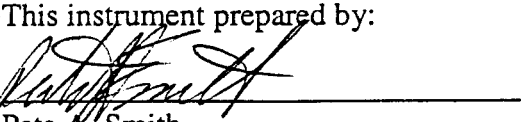
By:   
Raymond H. Erpenbeck, Vice President

STATE OF KENTUCKY            )  
  ) SS  
  
COUNTY OF KENTON            )

The foregoing instrument was acknowledged before me this 22 day of January 2001, by Raymond H. Erpenbeck, Vice President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
My Commission expires 3-29-04

This instrument prepared by:  
  
Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
65734\_1

DOCUMENT NO: 47141  
RECORDED ON: JANUARY 22, 2001 10:03:31AM  
TOTAL FEES: \$9.00  
GROUP : 2047  
COUNTY CLERK: MARILYN K ROUSE  
COUNTY: BOONE  
DEPUTY CLERK: RENA' PING  
  
BOOK MC846    PAGES 418 - 419

BOONE COUNTY  
**MC846   Pg 419**

②

Group 2047  
4372

SIXTH AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS' ASSOCIATION

This Sixth Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association is made effective as of July 2, 2002 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant").

WITNESSETH:

WHEREAS, Delarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners' Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the "Property"); and

WHEREAS, Section 12.2.2 of the Declaration provides that Declarant may amend the Declaration under circumstances applicable hereto; and

WHEREAS, Declarant desires to so amend the Declaration in order to provide for temporary construction easements around the perimeter of each Lot in Section 4 and all future sections of Antebellum at Plantation Pointe.

NOW, THEREFORE, for the purposes and pursuant to the procedures, set forth in the Declaration, Declarant hereby amends and modifies the Declaration as follows:

The following is added to Article V, as Section 5.2:

"Construction Easements. There shall exist a five (5) foot temporary construction easement around the perimeter of each Lot in order to facilitate grading, drainage and general construction activity on all neighboring Lots. If the owner of a Lot places an improvement such as a fence, sprinkler system, landscaping, or the like, within this temporary construction easement area before grades and drainage have been set on the adjoining Lot, then that Lot owner shall be responsible for removal and reinstallation of

BOONE COUNTY  
MC911 PG 590

RETURN TO:

RAYMOND ERPENBECK  
CONSULTING ENGINEERS  
4205 DIXIE HIGHWAY  
ELSMERE, KY 41018



such improvement, at his or her cost, to allow for the proper grading, drainage installation, and/or construction on the adjoining Lot. In general, drainage swales will be set on the property lines allowing dirt to be added or removed to permit a proper transition between (2) adjoining Lots so as to allow for maximum storm water drainage.

Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF KENTON )

The foregoing instrument was acknowledged before me this 2 day of July 2002, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Bequaech (Butch)  
Notary Public  
My Commission expires 3-29-04  
State @ Large

This instrument prepared by:

Pete Smith (PS)  
Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
75881\_1.DOC

DOCUMENT NO: 124973  
RECORDED ON: JULY 05, 2002 03:00:56PM  
TOTAL FEES: \$9.00  
GROUP : 2047  
COUNTY CLERK: MARILYN K ROUSE  
COUNTY: BOONE  
DEPUTY CLERK: DONNA COLLINS

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BOONE COUNTY  
MC911 PG 591

17

Group No. 2047  
4372

SEVENTH AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Seventh Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of July 2, 2002 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the "Property"); and

WHEREAS, Declarant has obtained title to and intends to develop an additional parcel of real estate adjacent to the Property to be known as Antebellum at Plantation Pointe Section IV as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property"); and

WHEREAS, Declarant desires to subject this Additional Property to the Covenants, Conditions and Restrictions, Easements, Charges and Liens as set forth in the Declaration; and

WHEREAS, Article 2, Section 2.2 of the Declaration provides for the annexation of said Additional Property to the Declaration by the Declarant.

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant hereby amends the Declaration as follows:

**RETURN TO**  
**RAYMOND ERPENBECK**  
**CONSULTING ENGINEERS**  
**4906 DDOE HIGHWAY**  
**ELSMERE, KY 41018**

**BOONE COUNTY**  
**MC911 PG 592**

# *Raymond Erpenbeck Consulting Engineers, PLLC*

ENGINEERS • SURVEYORS • PLANNERS  
4205 DIXIE HWY • ELSMERE, KY 41018  
(859) 727-4200 • FAX (859) 342-5852 • [www.erpenbeckengineers.com](http://www.erpenbeckengineers.com)

---

**Group 4372**

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Being located in the City of Florence, Boone County, Kentucky and described as follows:

Being all of lots 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 of Section Four, Antebellum at Plantation Pointe Subdivision as recorded in Plat Cabinet 4, page 249 of the Boone County Clerks office at Burlington, Kentucky.

1. Pursuant to Article 2, Section 2.2 of the Declaration, Declarant hereby annexes to the Project the Additional Property as described in Exhibit "A" hereto so as to fully and completely subject the Additional Property to the terms and provisions of the Declaration.
2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Additional Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY            )  
  ) SS  
  
COUNTY OF KENTON         )

The foregoing instrument was acknowledged before me this 2 day of July 2002, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Dusan Begovich (Printed)  
Notary Public  
My Commission expires 3-29-02  
Stat @ Large

This instrument prepared by:

Pete Smith (SEP)  
Pete A. Smith

STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
PAS:vss:74660\_1.DOC.1

DOCUMENT NO: 124974  
RECORDED ON: JULY 05, 2002 03:01:26PM  
TOTAL FEES: \$9.00  
GROUP : 2047  
COUNTY CLERK: MARILYN K ROUSE  
COUNTY: BOONE  
DEPUTY CLERK: DONNA COLLINS

BOOK MC911      PAGES 592 - 594

BOONE COUNTY  
MC911    PG 594

3  
611

Group No. 4490

EIGHTH AMENDMENT TO  
ANTEBELLUM  
AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Eighth Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of July 24<sup>th</sup>, 2003 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, as set forth in the Declaration, Declarant subjected the real estate described in Exhibit "A" thereto to the Declaration (the "Property"); and

WHEREAS, Declarant has obtained title to and intends to develop an additional parcel of real estate adjacent to the Property to be known as Antebellum at Plantation Pointe Section V as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property"); and

WHEREAS, Declarant desires to subject this Additional Property to the Covenants, Conditions and Restrictions, Easements, Charges and Liens as set forth in the Declaration; and

WHEREAS, Article 2, Section 2.2 of the Declaration provides for the annexation of said Additional Property to the Declaration by the Declarant.

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant hereby amends the Declaration as follows:

*Return to:*  
RAYMOND ERPENBECK  
CONSULTING ENGINEERS  
4206 DIXIE HIGHWAY  
RETURN TO: ELSMERE, KY 41018

1. Pursuant to Article 2, Section 2.2 of the Declaration, Declarant hereby annexes to the Project the Additional Property as described in Exhibit "A" hereto so as to fully and completely subject the Additional Property to the terms and provisions of the Declaration.
2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, owner in fee simple of the Additional Property has caused its name to be hereunto subscribed by its President effective as of the date first written above.

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF KENTON )

The foregoing instrument was acknowledged before me this 11 day of July 2003, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, as its and his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan Beguache (Fritch)  
Notary Public  
My Commission expires 3-29-04

This instrument prepared by:

Pete A. Smith  
Pete A. Smith  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900  
74660\_1.DOC.1

**EXHIBIT "A"**

Legal Description

Section Five  
Antebellum at Plantation Pointe

Being a parcel of land located on the east side of Wetherington Boulevard in the City of Florence, Boone County, Kentucky and being more particularly described as follows:

Being all of Lot 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56, Section Five, Antebellum at Plantation Pointe, Plat Cabinet 4, Page 369, Group 2047.

DOCUMENT NO: 189379  
RECORDED ON: JULY 25, 2003 09:04:39AM  
TOTAL FEES: \$9.00  
GROUP : 4498  
COUNTY CLERK: MARILYN K ROUSE  
COUNTY: BOONE COUNTY CLERK  
DEPUTY CLERK: BARBARA

BOONE COUNTY  
MC961 PG 350

BOOK MC961 PAGES 348 - 350



53

Group No. 2047, 4873 4874

NINTH AMENDMENT TO ANTEBELLUM AT PLANTATION POINTE

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

AND

DECLARATION FOR HOMEOWNERS ASSOCIATION

This Ninth Amendment to Antebellum at Plantation Pointe Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Amendment") is made effective as of ~~October~~ <sup>November</sup> 2, 2006 by A & K Enterprise, Inc., a Kentucky corporation ("Declarant"), and Patricia Devore Erpenbeck Augur and Linda E. Hart, Trustees Under The Patricia Devore Erpenbeck Revocable Trust; and Lawrence A. Erpenbeck and Barbara Sue Erpenbeck, Husband And Wife; and Raymond H. Erpenbeck and Carole K. Erpenbeck, Husband And Wife (collectively "Owners").

WITNESSETH:

WHEREAS, Declarant recorded in Miscellaneous Book 521, Page 101 of the Boone County, Kentucky Recorder's Office at Burlington, Kentucky, the Declaration of Protective Covenants, Conditions and Restrictions and Declaration for Homeowners Association (the "Declaration") of Antebellum at Plantation Pointe (the "Project"); and

WHEREAS, Declarant and Owners desire to subject their Property described on the attached "Exhibit A" (the "Property") to the Covenants, Conditions and Restrictions, Easements, Charges and Liens as set forth in the Declaration; and

WHEREAS, Article 2, Section 2.2 of the Declaration provides for the annexation of said Additional Property to the Declaration by the Declarant.

NOW, THEREFORE, for the purposes and pursuant to the procedures set forth in the Declaration, Declarant hereby amends the Declaration as follows:

- 1. Pursuant to Article 2, Section 2.2 of the Declaration, Declarant hereby annexes to the Project the Property as described in Exhibit "A" hereto so as to fully and completely subject the Property to the terms and provisions of the Declaration.

BOONE COUNTY MC1064 PG 818

Reference to Ray Erpenbeck 4205 DMW Highway Elkhorn City, KY 41017



2. Except as expressed, modified or amended by this Amendment or as may be necessary to affect the terms of this Amendment, the Declaration remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, the Declarant, A & K Enterprise, Inc., a Kentucky corporation, and the Owners, owners in fee simple of the Property, have caused their names to be hereunto subscribed by its President effective as of the date first written above.

**Declarant:**

A & K Enterprise, Inc.  
a Kentucky corporation

By: W. Thomas Erpenbeck  
W. Thomas Erpenbeck, President

**Owners:**

PATRICIA DEVORE ERPENBECK  
REVOCABLE TRUST

Lawrence A Erpenbeck  
Lawrence A. Erpenbeck

By: Patricia Devore Erpenbeck Augur Trustee  
Patricia Devore Erpenbeck Augur, Trustee

Barbara Sue Erpenbeck  
Barbara Sue Erpenbeck

By: Linda E. Hart Trustee  
Linda E. Hart, Trustee

Raymond H. Erpenbeck  
Raymond H. Erpenbeck

Carol K. Erpenbeck  
Carol K. Erpenbeck

COMMONWEALTH OF KENTUCKY )  
COUNTY OF KENTON ) SS

The foregoing instrument was acknowledged and sworn to before me this 9 day of ~~October~~ <sup>November</sup>, 2006 by Patricia Devore Erpenbeck Augur, Trustee under the Patricia Devore Erpenbeck Revocable Trust, to be hers and its free and voluntary act and deed.

Robert T. Mattingly  
Notary Public  
My Commission Expires: 3/10/07

COMMONWEALTH OF KENTUCKY )  
COUNTY OF KENTON ) SS

The foregoing instrument was acknowledged and sworn to before me this 9 day of ~~October~~ <sup>NOVEMBER</sup>, 2006 by Linda E. Hart, Trustee under the Patricia Devore Erpenbeck Revocable Trust, to be hers and its free and voluntary act and deed.

Robert J. Wainwright  
Notary Public  
My Commission Expires: 3/10/07

COMMONWEALTH OF KENTUCKY )  
COUNTY OF KENTON ) SS

The foregoing instrument was acknowledged and sworn to before me this 9 day of ~~October~~ <sup>NOVEMBER</sup>, 2006 by Lawrence A. Erpenbeck and Barbara Sue Erpenbeck, husband and wife, to be their free and voluntary act and deed.

Robert J. Wainwright  
Notary Public  
My Commission Expires: 3/10/07

COMMONWEALTH OF KENTUCKY )  
COUNTY OF KENTON ) SS

The foregoing instrument was acknowledged and sworn to before me this 9 day of ~~October~~ <sup>NOVEMBER</sup>, 2006, by, Raymond H. Erpenbeck and Carole K. Erpenbeck, husband and wife, to be their free and voluntary act and deed.

Robert J. Wainwright  
Notary Public  
My Commission Expires: 3/10/07

COMMONWEALTH OF KENTUCKY )  
COUNTY OF KENTON ) SS

The foregoing instrument was acknowledged and sworn to before me this 9<sup>TH</sup> day of NOVEMBER 2006, by W. Thomas Erpenbeck, President, A & K Enterprise, Inc., a Kentucky corporation, to be its and his free and voluntary act and deed.

*Robert T. Lohmeyer*  
Notary Public  
My Commission Expires: 3/10/07

This instrument prepared by:

*Timothy B. Theissen by PHE*  
Timothy B. Theissen  
STRAUSS & TROY  
50 E. Rivercenter Boulevard  
Suite 1400  
Covington, Kentucky 41011  
(513) 621-8900

**Exhibit A**

All of lots 71, 72, 73, 74, 75, 76, 90, 91, 92, 93, 94 and 96; Section Seven, Antebellum at Plantation Pointe Subdivision Plat Cabinet 5 sheet 358; Group No. 4873;

and

All of lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 95, 97, 98, 99, 100, 101, 102, 103 and 104; Section Eight; Antebellum at Plantation Pointe; Plat Cabinet 5 sheet 359; Group No. 4874

All references are to the records of the Boone County Clerk, at Burlington, Kentucky.

Ninth Amendment to Antebellum at Plantation Pointe - Declaration of Covenants  
BOONE COUNTY

**MC1064 Pg 822**

DOCUMENT NO: 406325  
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COUNTY: BOONE COUNTY CLERK  
DEPUTY CLERK: CINDY B  
BOOK MC1064 PAGES 818 - 822