

# **CHERRY BLOSSOM VILLAGE SUBDIVISION**

# **DEED OF RESTRICTIONS**

**DEED OF RESTRICTIONS****FOR****CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 1 (BIRKDALE)**

THIS DEED OF RESTRICTIONS is made and effective as of the 20<sup>th</sup> day of December, 2000, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 1, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Slide 2431 in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type

MAIL TO:

GLENN A. HOOKINS, ATTY.  
P.O. BOX 55254  
LEXINGTON, KY 40555

of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of



limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,650 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,100 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,000 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,050 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,100 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.**

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the

builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a Golf Course Lot which abuts the Cherry Blossom Golf Course without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES AND PAPERHOLDERS: To insure uniformity, all mailboxes shall be of a decorative "wrought iron" design, in accordance with the design shown on the drawing attached hereto as Exhibit "A", painted with a semi-gloss black finish. The house address number shall be mounted on both sides of the mailboxes with gold vinyl lettering, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of Golf Course Lots hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision insofar as said lots abut directly onto and adjoin the Cherry Blossom Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of said golf course insofar as it abuts and adjoins the Golf Course Lots. The owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Cherry Blossom Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding whether civil,



criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company, or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village

residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as "Common Areas" on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations, and repair

(hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35. B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2001, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2001. In no event shall the

Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the option of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35. C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership or use with respect to the

Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer's prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidity of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended

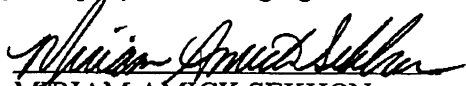
at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the front footage of all lots in Phase 1 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:   
MIRIAM AMICK SEKHON,  
Managing Member

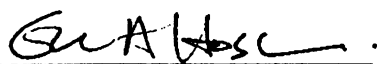
STATE OF KENTUCKY )  
                                  )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 20<sup>th</sup> day of December, 2000.

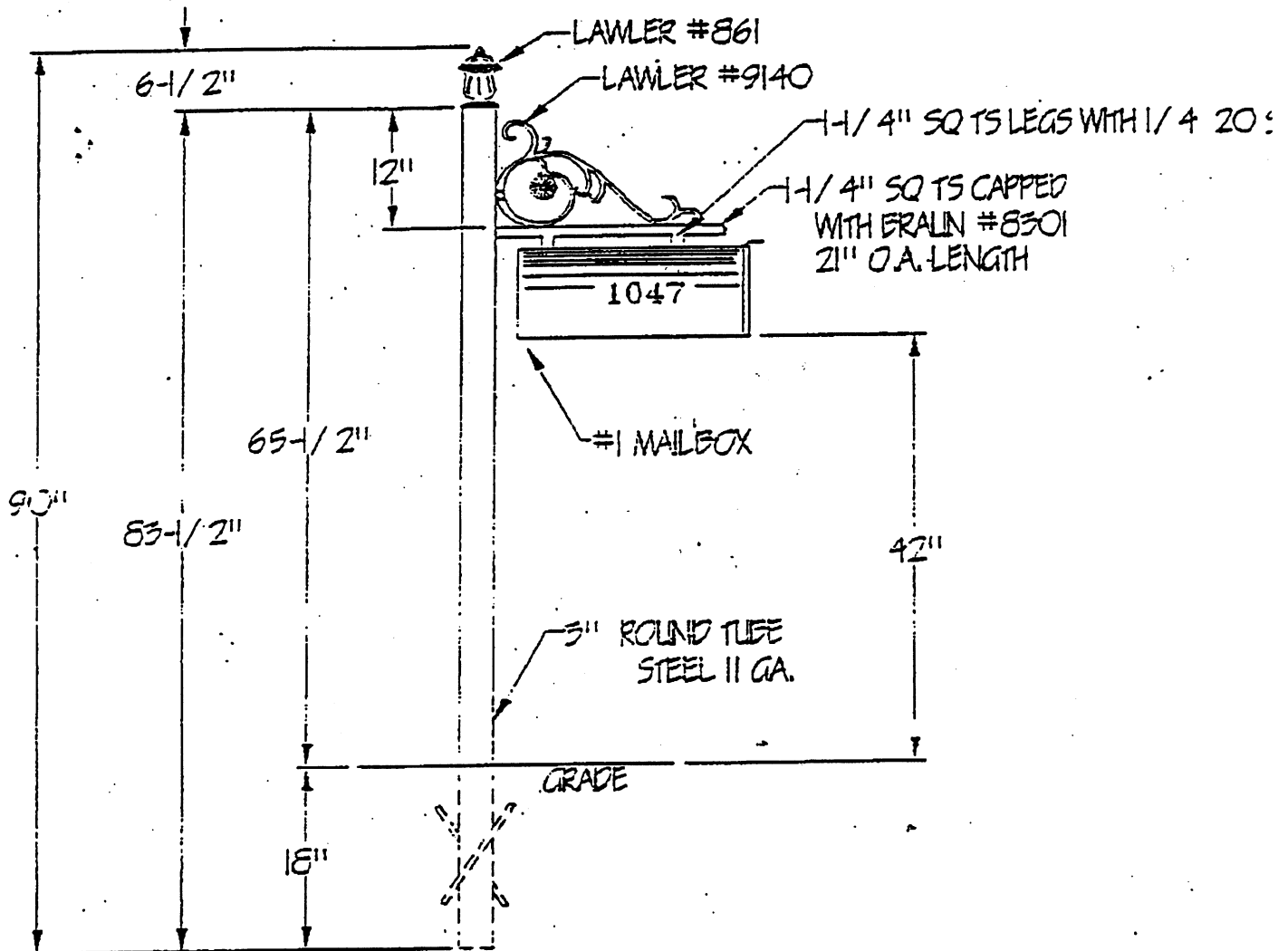
My Commission Expires: 11-10-2002

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(606) 231-1077

GAH/002032gh



**\*\*NOTE: SEMI-GLOSS BLACK FINISH  
WITH FINIAL PAINTED BRASS; 2" VINYL  
NUMBERS BOTH SIDES, GOLD REFLECTIVE,  
NOVARESE BOLD**

DOCUMENT NO: 67587  
 RECORDED ON: DECEMBER 20, 2000 03:36:54PM  
 JAL FEES: \$39.00  
 COUNTY CLERK: DONNA B. PERRY  
 COUNTY: SCOTT COUNTY  
 DEPUTY CLERK: BARBARA CAINS

BOOK MC17 PAGES 180 - 197.

**EXHIBIT "A"**



**DEED OF RESTRICTIONS****FOR****CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 2 (CHERRYHILL)**

THIS DEED OF RESTRICTIONS is made and effective as of the 20<sup>th</sup> day of December, 2000, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 2, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Slide 2445, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. **PRIMARY USE RESTRICTIONS:** No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. **APPROVAL OF CONSTRUCTION PLANS:** No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type

MAIL TO:

GLENN A. FOWERS, ATTY.  
P.O. BOX 55254  
LEXINGTON, KY 40555

of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of

limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,800 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,200 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,080 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,150 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,150 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.**

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the

builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. **TREES:** Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. **FENCES:** No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a Golf Course Lot which abuts the Cherry Blossom Golf Course without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES AND PAPERHOLDERS: To insure uniformity, all mailboxes shall be of a decorative "wrought iron" design, in accordance with the design shown on the drawing attached hereto as Exhibit "A", painted with a semi-gloss black finish. The house address number shall be mounted on both sides of the mailboxes with gold vinyl lettering, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.



25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of Golf Course Lots hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision insofar as said lots abut directly onto and adjoin the Cherry Blossom Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of said golf course insofar as it abuts and adjoins the Golf Course Lots. The owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Cherry Blossom Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding whether civil,

criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village

residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter

the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2001, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2001. In no event shall the

Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the option of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the

Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer's prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidity of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended

at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the front footage of all lots in Phase 2 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

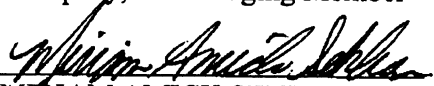
IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.



CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:

  
MIRIAM AMICK SEKHON,  
Managing Member

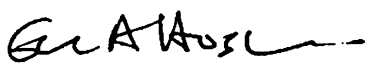
STATE OF KENTUCKY )

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COUNTY OF SCOTT )

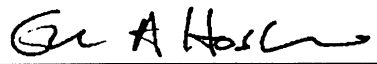
The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 20<sup>th</sup> day of December, 2000.

My Commission Expires: 11-10-2002



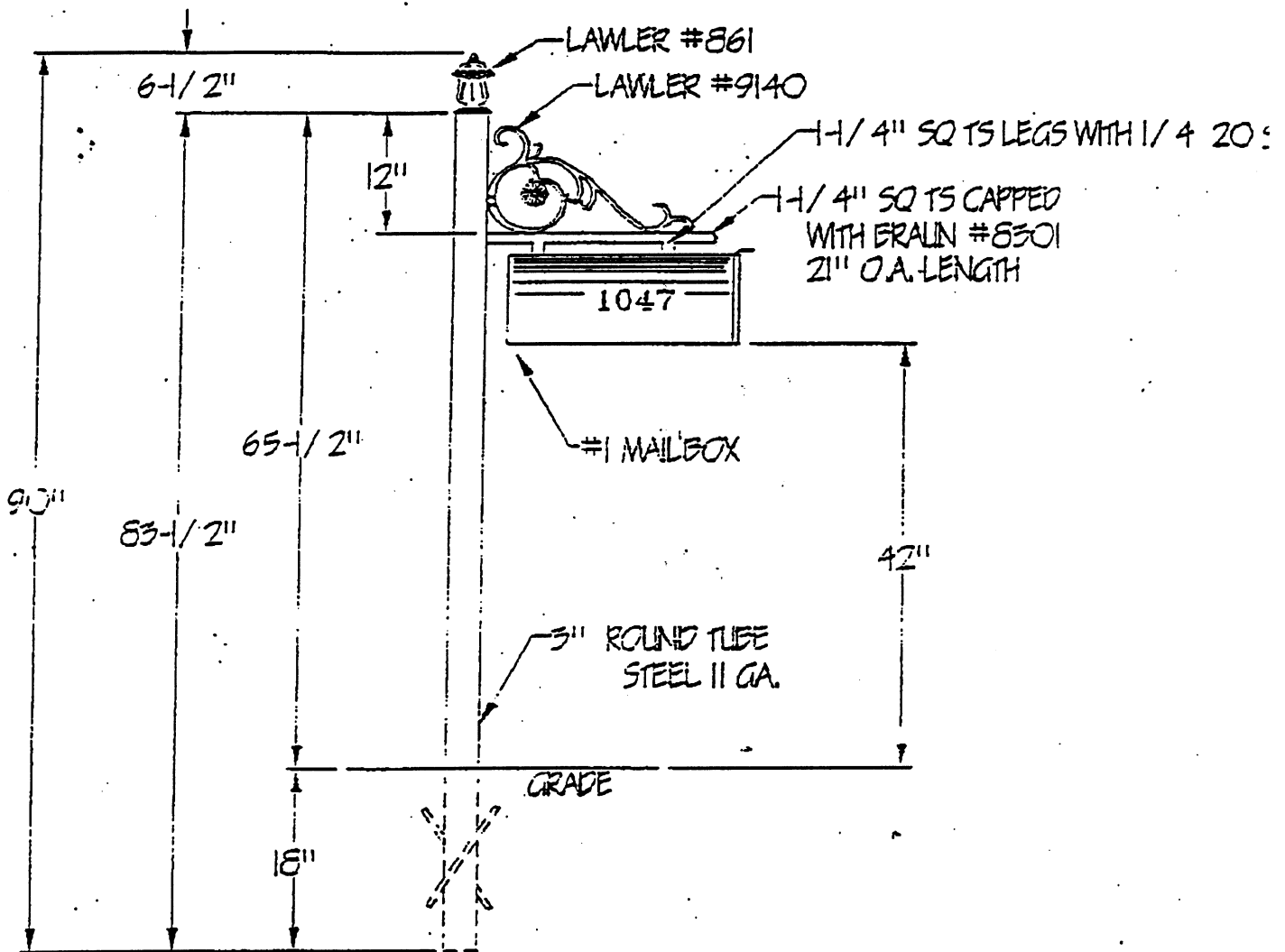
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:



GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(606) 231-1077

GAH/001735gh



**\*\*NOTE: SEMI-GLOSS BLACK FINISH  
WITH FINIAL PAINTED BRASS; 2" VINYL  
NUMBERS BOTH SIDES, GOLD REFLECTIVE,  
NOVARESE BOLD**

DOCUMENT NO: 68474  
RECORDED ON: JANUARY 30, 2001 09:27:59AM  
TAL FEES: \$39.00  
CLERK: DONNA B. PERRY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: BARBARA CAINS

BOOK MC17 PAGES 277 - 294

EXHIBIT "A"

**DEED OF RESTRICTIONS****FOR****CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 3 (CHERRY CREEK)**

THIS DEED OF RESTRICTIONS is made and effective as of the 18<sup>th</sup> day of May, 2001, by HOWARD PROPERTIES LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 3, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Slide \_\_\_\_\_, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type

MAIL TO:  
Stephen Howard  
3891 N. Cleveland Rd.  
Lexington, KY 40516

of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. **BUILDING MATERIALS:**

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgundy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of

limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,650 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,100 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,000 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,050 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,100 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.**

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the

builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. **TREES:** Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. **FENCES:** **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which fronts along the Cherry Blossom Golf Course (the "Golf Course") without the prior written consent of the Developer and the owner of the Golf Course. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank



"horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES AND PAPERHOLDERS: To insure uniformity, all mailboxes shall be of a decorative "wrought iron" design, in accordance with the design shown on the drawing attached hereto as Exhibit "A", painted with a semi-gloss black finish, or as otherwise permitted by the Developer. The house address number shall be mounted on both sides of the mailboxes with gold vinyl lettering, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots fronting along the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 3 (Cherry Creek) insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. The owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the Golf Course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including

attorney fees, amounts of judgment paid and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer and Cherry Blossom Development

Co., LLC, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B members shall be the Developer and Cherry Blossom Development Co., LLC who shall be entitled to one (1) vote for each lot owned. In addition, the Class B members shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than the Developer and Cherry Blossom Development Co., LLC, as the case may be, builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when, in their discretion, the Developer and Cherry Blossom Development Co., LLC so determine; or (ii) when the Developer and Cherry Blossom Development Co., LLC's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village Subdivision, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system

contained on the Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights assigned to the Developer and Cherry Blossom Development Co., LLC herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer and Cherry Blossom Development Co., LLC may assign any and all rights reserved herein to Developer and Cherry Blossom Development Co., LLC to the Association at any time prior to the sale by the Developer and Cherry Blossom Development Co., LLC of 100% of all of the Lots comprising the Cherry Blossom Village Subdivision residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2001, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or

vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2001. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any



other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer's prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not

discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, (c) the amendment has been consented to by Cherry Blossom Development Co., LLC (which such consent shall not be unreasonably withheld), and (d) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, (b) no such cancellation or amendment shall affect the provisions of Paragraphs 13 (as same pertains to Golf Course Lots), 34, 35, 36 and 37 unless same is consented to in writing by Cherry Blossom Development Co., LLC (for so long as it owns any Lots in the Cherry Blossom Village residential development) and the owner of the Golf Course, and (c) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the front footage of all lots in Phase 3 of the Cherry Blossom Village Subdivision, (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, and (c) Cherry Blossom Development Co., LLC, if it still owns any lots or tracts of land within the Cherry Blossom

Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Howard Properties LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

HOWARD PROPERTIES LLC,  
a Kentucky limited liability company

BY:

  
WILLIAM STEPHEN HOWARD,  
Managing Member

STATE OF KENTUCKY )

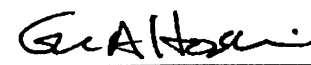
COUNTY OF SCOTT )

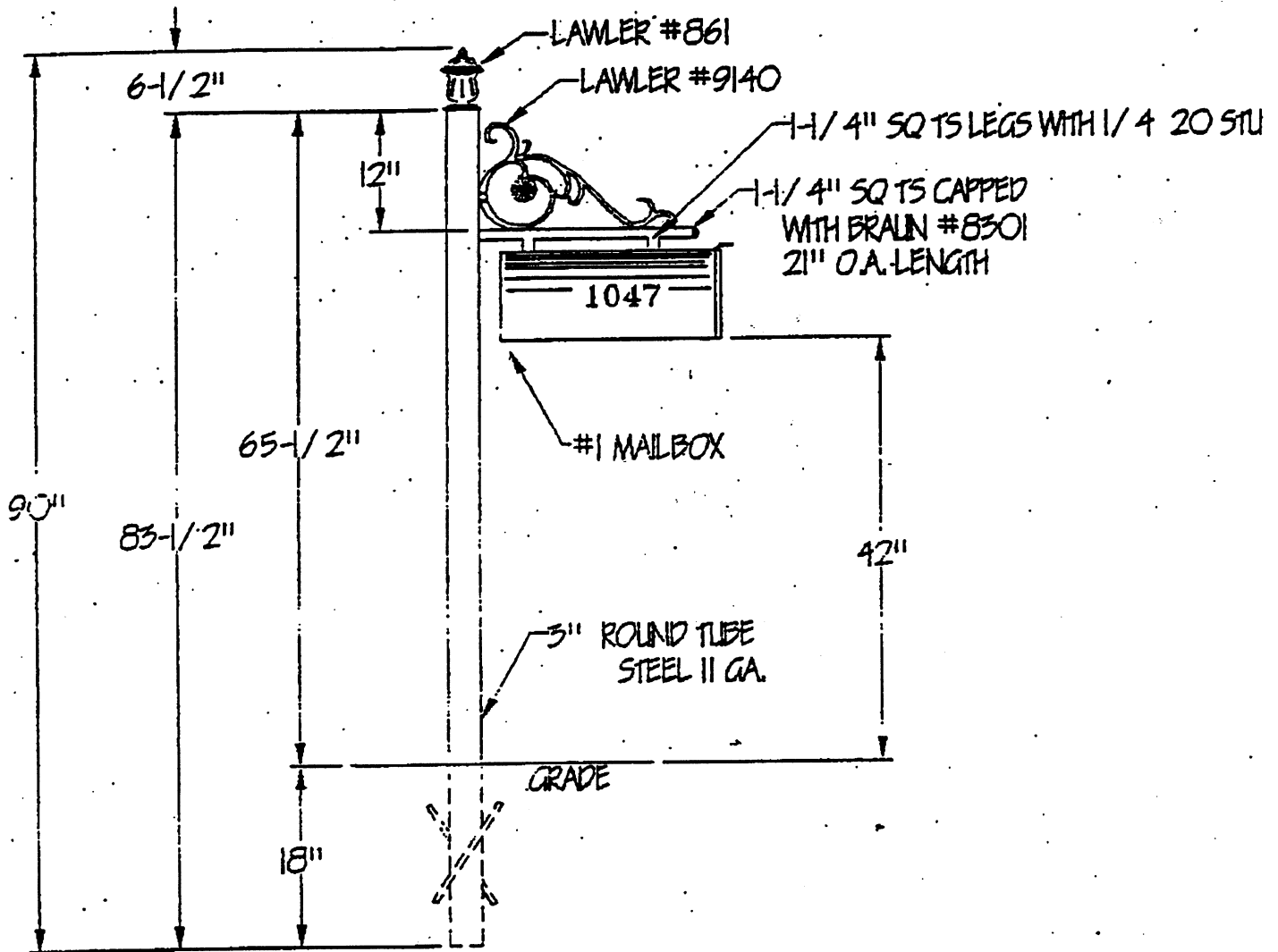
The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by William Stephen Howard, the Managing Member of Howard Properties LLC, a Kentucky limited liability company, on this the 18<sup>th</sup> day of May, 2001.

My Commission Expires: 11-10-2002

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077  
GAH/010802gh



**\*\*NOTE: SEMI-GLOSS BLACK FINISH  
WITH FINIAL PAINTED BRASS; 2" VINYL  
NUMBERS BOTH SIDES, GOLD REFLECTIVE,  
NOVARESE BOLD**

## Kentucky Ornamental Iron

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COUNTY: SCOTT COUNTY  
DEPUTY CLERK: KAREN MCKENNEY

**DEED OF RESTRICTIONS****FOR****CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 4 (CLUBHOUSE ESTATES)**

THIS DEED OF RESTRICTIONS is made and effective as of the 1<sup>st</sup> day of February, 2003, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 4 ("Clubhouse Estates"), of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 7, Slide 286, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including

**MAIL TO:**

**GLENN A. HOSKINS, ATTY.**  
**P.O. BOX 55254**  
**LEXINGTON, KY 40555**

rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 2,200 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,400 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,600 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,600 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,800 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,600 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or



street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, an area of at least 250 square feet, comprised of shubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall

anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no

circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 4 ("Cubhouse Estates") insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the



Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2003, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2003. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidity of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 4 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:

  
MIRIAM AMICK SEKHON,  
Managing Member

STATE OF KENTUCKY )

COUNTY OF SCOTT )

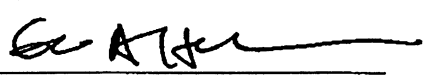
The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 7<sup>th</sup> day of February, 2003.

My Commission Expires:

11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

GAH/023106gh

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RECORDED ON: FEBRUARY 26, 2003 02:54:52PM  
TOTAL FEES: \$37.00  
COUNTY CLERK: DONNA B. PERRY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: KAREN MCKENNEY

**DEED OF RESTRICTIONS**

**FOR**

**CHERRY BLOSSOM VILLAGE SUBDIVISION - PHASE 4-A**

THIS DEED OF RESTRICTIONS is made and effective as of the 28<sup>th</sup> day of April, 2006, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company, having a mailing address of 1077 Eastland Drive, Lexington, Kentucky 40505 (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 4-A, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Subdivision and Consolidation Plat of record in Plat Cabinet 9, Slide 87, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot

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LEXINGTON, KY 40555

until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 2,200 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,400 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,600 square feet.



(c) A two (2) story house shall have a minimum floor area of 1,600 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,800 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,600 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, an area of at least 250 square feet, comprised of shubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall

anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. **Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent.** No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no

circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.
25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.
26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.
27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.
28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.
29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.
30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 4-A, insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:



(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2006, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 4, Phase 4-EX, and Phase 4-A of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:   
MIRIAM AMICK SEKHON,  
Managing Member

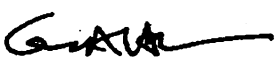
STATE OF KENTUCKY )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 28<sup>th</sup> day of April, 2006.

My Commission Expires: 11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

GAH/061251gh

DOCUMENT NO: 143917  
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CLERK: JACKIE COWINGTON  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: BARBARA CLARIDGE  
BOOK NC25 PAGES 793 - 799

**DEED OF RESTRICTIONS**

**FOR**

**CHERRY BLOSSOM VILLAGE SUBDIVISION - PHASE 4-EX**

THIS DEED OF RESTRICTIONS is made and effective as of the 28<sup>th</sup> day of April, 2005, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 4-EX, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 8, Slide 284, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including

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rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. **BUILDING MATERIALS:**

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer).** The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 2,200 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,400 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,600 square feet.



(c) A two (2) story house shall have a minimum floor area of 1,600 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,800 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,600 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, an area of at least 250 square feet, comprised of shubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiroprody, osteopathy and like endeavors, shall be conducted on any lot, nor shall

anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no

circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 4-EX insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:



(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2005, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2006. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 4 and Phase 4-EX of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:   
MIRIAM AMICK SEKHON,  
Managing Member

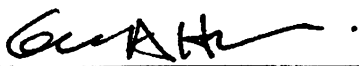
STATE OF KENTUCKY )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 28<sup>th</sup> day of April, 2005.

My Commission Expires: 11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

GAH/051143gh

DOCUMENT NO: 128726  
RECORDED ON: MAY 31, 2005 02:45:06PM  
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COUNTY CLERK: DONNA B. PERRY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: BARBARA ELDRIDGE  
BOOK MC24 PAGES 217 - 233

DEED OF RESTRICTIONS

FOR

CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 5 (KINGSTON ESTATES)

THIS DEED OF RESTRICTIONS is made and effective as of the 22<sup>nd</sup> day of August, 2003, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of Phase 5 ("Kingston Estates"), of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 1, Slide 393, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including

MAIL TO:

GLENN A. HOSKINS, ATT<sup>Y</sup>.  
P.O. BOX 55254  
LEXINGTON, KY 40555

rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.



D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,800 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,200 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,080 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,150 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,150 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. **GARAGES:** All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. **SODDING AND LANDSCAPING:** After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each Golf Course Lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, and area of at least 200 square feet, comprised of shrubbery, trees, flowers and similar landscaping components.

10. **SIDEWALKS, DRIVEWAYS and CURBS:** The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. **BUSINESS/HOME OCCUPATIONS:** No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine,

dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence

without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 5 ("Kingston Estates") insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in



settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2003, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2003. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: **Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.**

39. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

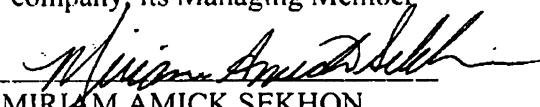
of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 5 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:   
MIRIAM AMICK SEKHON,  
Managing Member

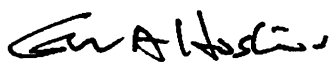
STATE OF KENTUCKY )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 22<sup>nd</sup> day of August, 2003.

My Commission Expires: 11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

DOCUMENT NO: 103475  
RECORDED ON: AUGUST 25, 2003 01:16:20PM  
TOTAL FEES: \$37.00  
COUNTY CLERK: DONNA B. PERRY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: KAREN MCKENNEY  
BOOK MC21 PAGES 318 - 334

GAH/023635gh

**DEED OF RESTRICTIONS**

**FOR**

**CHERRY BLOSSOM VILLAGE SUBDIVISION - PHASE 6**

THIS DEED OF RESTRICTIONS is made and effective as of the 23<sup>rd</sup> day of August, 2004, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 6, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 8, Slide 179, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. **PRIMARY USE RESTRICTIONS:** No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. **APPROVAL OF CONSTRUCTION PLANS:** No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type

MAIL TO:

GLENN A. HOSKINS, ATTORNEY  
P.O. BOX 55254  
LEXINGTON, KY 40555



of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. **BUILDING MATERIALS:**

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of

limitation, the following colors are not considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,800 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,200 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,080 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,150 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,150 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision

except on a short-term basis. This provision shall not be construed to be a prohibition against sports utility vehicles (commonly referred to as "SUVs").

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each Golf Course Lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, and area of at least 200 square feet, comprised of shrubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine,

dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. **TREES:** Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. **FENCES:** No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence

without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.



31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 6 ("Kingston Estates") insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of any judgments paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2004, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2005. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the option of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. **PRESERVATION OF FENCE AND TREE LINES:** Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. **SEVERABILITY OF PROVISIONS:** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. **RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS:** These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. **AMENDMENTS:** These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 6 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:   
MIRIAM AMICK SEKHON,  
Managing Member

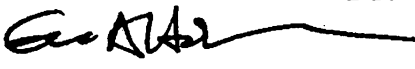
STATE OF KENTUCKY )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 23<sup>rd</sup> day of August, 2004.

My Commission Expires: 11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

DOCUMENT NO: 118913  
RECORDED ON: AUGUST 23, 2004 03:38:47PM  
TOTAL FEES: \$37.00  
COUNTY CLERK: DONNA B. PENNY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: BARBARA ELKINDGE  
BOOK MC23 PAGES 1 - 17

GAH/042729gh



**DEED OF RESTRICTIONS**

**FOR**

**CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 7**

THIS DEED OF RESTRICTIONS is made and effective as of the 21<sup>st</sup> day of December, 2005, by CHERRY BLOSSOM DEVELOPMENT CO., LLC, a Kentucky limited liability company (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer is the owner of Phase 7, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 9, Slide 2, in the Scott County Clerk's Office (the "Subdivision"); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including

MAIL TO:

GLENN A. HOSKINS, ATTY.  
P.O. BOX 55254  
LEXINGTON, KY 40555

rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. **BUILDING MATERIALS:**

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are not considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 2,200 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,400 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,600 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,600 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,800 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,600 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or

street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis.

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, an area of at least 250 square feet, comprised of shubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall

anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. **TREES:** Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. **FENCES:** **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. **Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent.** No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative. Under no

circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All

sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.



24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 7 insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. MAINTENANCE FEES: Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2005, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides

on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2006. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to construct, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer shall have the right to construct (or to enter into an agreement with the Golf Course Developer or other third party to have such party construct) within the Cherry Blossom Village residential development a clubhouse facility to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision), with the expenses associated with the Association's use of such a facility to be brought within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize such clubhouse facility as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, swimming pools, tennis courts, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational

Facilities Owner”), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. **PRESERVATION OF FENCE AND TREE LINES:** Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer’s prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. **SEVERABILITY OF PROVISIONS:** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. **RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS:** These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.

41. **AMENDMENTS:** These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date

of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 7 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.



SCOTT COUNTY  
MC25 Pg 210

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:

  
MIRIAM AMICK SEKHON,  
Managing Member

STATE OF KENTUCKY )  
COUNTY OF SCOTT )

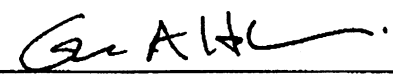
The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 21<sup>st</sup> day of December, 2005.

My Commission Expires:

11-10-06

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

  
GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
1077 Eastland Drive  
P. O. Box 55254  
Lexington, Kentucky 40555  
(859) 231-1077

GAH/052039gh

DOCUMENT NO: 137279  
RECORDED ON: DECEMBER 22, 2005 11:30:45AM  
TOTAL FEES: \$37.00  
COUNTY CLERK: ROBERTA S. PENNY  
COUNTY: SCOTT COUNTY  
DEPUTY CLERK: BARBARA ELDRIDGE  
BOOK MC25 PAGES 194 - 210

DEED OF RESTRICTIONS

FOR

CHERRY BLOSSOM VILLAGE SUBDIVISION – PHASE 8

THIS DEED OF RESTRICTIONS is made and effective as of the 13<sup>th</sup> day of March, 2007, by **CHERRY BLOSSOM DEVELOPMENT CO., LLC**, a Kentucky limited liability company (hereinafter referred to as the “Developer”), having a mailing address of 1077 Eastland Drive, Lexington, Kentucky 40505.

WITNESSETH

WHEREAS, the Developer is the owner of Phase 8, of the Cherry Blossom Village Subdivision to the City of Georgetown, Scott County, Kentucky, as shown by that Final Record Plat of record in Plat Cabinet 9, Slide 245, in the Scott County Clerk’s Office (the “Subdivision”); and

WHEREAS, the Developer desires to establish a general plan for the use, occupancy and enjoyment of the residential lots within the Subdivision; and

WHEREAS, in an effort to maintain uniformity in said use and occupancy, the Developer desires to create certain restrictions as to the lots in the Subdivision.

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions as to the use and occupancy of all lots in the Subdivision as follows:

1. PRIMARY USE RESTRICTIONS: No lot in the Subdivision shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height. Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles.

2. APPROVAL OF CONSTRUCTION PLANS: No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including

MAIL TO:

GLENN A. HOSKINS, ATTY.  
P.O. BOX 55254  
LEXINGTON, KY 40555

rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign such approval right. The Developer may vary the established building set-back lines, at its sole discretion, where not in conflict with applicable zoning regulations.

3. BUILDING MATERIALS:

A. Unless otherwise agreed by the Developer in writing, at least 75% of the exterior surface of each house and any other structure (excluding the roof, doors and windows) shall be constructed of masonry, and the color and type of brick must be approved of in writing by the Developer. **All construction shall be finished to grade level and there shall be no exposed concrete, concrete block or stucco foundations permitted (unless necessitated due to the grade of the lot, in which case, such exposure shall be kept to a minimum with the approval of the Developer). The lower elevation of any brick "skirt" around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass). No other exterior building materials shall be permitted without the prior written approval of the Developer.**

B. All roof shingles shall be of the "dimensional shingle" type, and of a dark or "earth-tone" color (as hereinafter defined), or black in color. No white or light color shades of shingles shall be permitted.

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved of in writing by the Developer and shall be of "earth-tone" colors (as hereinafter defined), except that roof shingles may also be black in color, and window shutters and the front door of the house may also be black, dark green, wineberry or burgandy in color. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white in color.

D. For purposes hereof, "earth-tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are **not** considered to be "earth-tone" colors: white, yellow, green, orange, red, blue, pink, purple and black.

4. SETBACKS:

(a) No structure shall be located on any lot closer to the front lot line or the side street line than the maximum building set back line on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. Side yards shall have a minimum set-back requirement of seven and one-half (7.5) feet. The provisions of this Paragraph shall be deemed to be complied with if the average set-back of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

(b) The Developer may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Developer, and ordinances and regulations of the City of Georgetown and the Scott County Fiscal Court. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Developer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. MINIMUM FLOOR AREAS:

(a) All one (1) story houses shall have a minimum floor area of 1,800 square feet on the ground floor, exclusive of the garage.

(b) A one and one-half (1-1/2) story house shall have a minimum floor area of 1,200 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,100 square feet.

(c) A two (2) story house shall have a minimum floor area of 1,080 square feet on the ground floor, exclusive of the garage, and a total floor area of at least 2,150 square feet.

(d) Any other type of house not specifically listed above shall have a minimum floor area of 2,150 square feet, exclusive of the garage, and its design must first be approved of by the Developer.

(e) In computing total square feet, only habitable living space shall be included; basements (whether finished or not), garages and porches (open or enclosed) shall not be included.

6. NUISANCES; UNSIGHTLY OR UNKEPT CONDITIONS: No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot.

7. USE OF OTHER STRUCTURES AND VEHICLES:

(a) No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms as the Developer shall agree to.

(b) No outbuilding, trailer, tent, garage, barn or other similar structure erected on a lot shall be used as a residence at any time.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision

except on a short-term basis. This provision shall not be construed to be a prohibition against sports utility vehicles (commonly referred to as "SUVs").

8. GARAGES: All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be considered to be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobiles.

9. SODDING AND LANDSCAPING: After the residence has been constructed, the lot owner shall be responsible for grading and completely sodding all front, side and rear yards. **Seeding in lieu of sodding is strictly prohibited.** Furthermore, each Golf Course Lot which abuts the Cherry Blossom Golf Course shall incorporate a landscaping feature in the back yard, and area of at least 200 square feet, comprised of shubbery, trees, flowers and similar landscaping components.

10. SIDEWALKS, DRIVEWAYS and CURBS: The builder of the house constructed upon each lot shall be responsible for constructing, at his or her expense, the sidewalks along the front of each lot, and for repairing, at its expense, any damage done to the curbs contiguous to the lot as the consequence of construction activity. Each lot owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and in conformity with the Developer's plan and the rules and regulations of the City of Georgetown; and each lot owner agrees to provide and maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall complete the driveway and sidewalk within fourteen (14) days after completion of a single family dwelling. All driveways shall be composed of concrete.

11. BUSINESS/HOME OCCUPATIONS: No trade or business of kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine,

dentistry, chiropody, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of that house.

12. TREES: Within a reasonable period of time following the completion of the construction of the residence on each lot, the Developer shall be responsible for planting "street trees" in accordance with the recorded plat referred to on Page 1 hereof in conformity with the City of Georgetown Regulations. Unless otherwise agreed to by the Developer in writing, all of such "street trees" (as required by the plat) must be of the "sugar maple" species. The estimated cost of purchasing and planting the "street trees" shall be passed on by the Developer to the builder or owner, as the case may be, and collected by the Developer at the closing of the lot. In addition, upon the completion of the residence, the builder or owner, as the case may be, shall plant two (2) three and one-half (3½) inch caliber deciduous trees in the front yard and at least two (2) shade trees in the back yard of the lot. Upon the failure of any owner to comply with the provisions of this Paragraph, the Developer or any person or association to whom Developer may assign the right, may take action to comply with the terms of this Paragraph and shall be reimbursed by the owner for the expenses incurred in complying with this Paragraph.

13. FENCES: **No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot.** No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height, unless the fence surrounds an "inground" swimming pool, in which case the fence or wall may be up to six (6) feet in height. Furthermore, no fence or wall or similar structure shall be constructed on any portion of a lot which abuts the Cherry Blossom Golf Course (the "Golf Course") without the Developer's prior written consent. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence

without the prior written approval of the Developer or its authorized representative. Under no circumstance may any three (3) or four (4) plank "horse farm" style fences installed throughout or around the Subdivision by the Developer be removed without the Developer's prior written consent.

14. HEDGES: No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Developer.

15. MAILBOXES: Unless otherwise agreed to in writing by the Developer, all mailbox support structures shall be constructed of masonry, of the same type used in the construction of the exterior of the house. The house address number shall be mounted on both sides of the mailboxes, two (2") inches high. Any deviations from this requirement shall require the Developer's written approval; provided however that this provision is subject to the United States Postal System's requirements.

16. BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, POOLS, ETC.: All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots if its backboard is glass or of a transparent material. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any lot. No above-ground pools shall be erected, constructed or installed on any lot.

17. DRAINAGE AND IRRIGATION: Drainage of each lot shall be in conformity with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Subdivision shall be installed, constructed or operated within the Subdivision unless prior written approval has been received from the Developer. All



sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Developer.

18. DISPOSAL OF TRASH: No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

19. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, when pets are walked, they are to be kept off the medians at all times.

20. OWNER'S DUTY TO MAINTAIN PROPERTY: Each lot owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. If a lot owner fails to so maintain the lot, the Developer, or its assignee, may take any action it deems appropriate to make that lot neat and attractive, and the owner shall, upon demand, reimburse the Developer for any expenses incurred.

21. SIGNS: No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall not be greater in size than nine (9) square feet] and signs deemed acceptable or necessary by the Developer.

22. UTILITIES: Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Developer.

23. GARDENS: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than twenty (20') feet from the right-of-way line of any street.

24. ANTENNAS OR SATELLITE DISHES: No lot owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a lot unless approved by the Developer in writing.

25. SUBDIVISION/ONE BUILDING PER LOT: No additional subdivision of any lot shall be made without the written consent of the Developer and any appropriate governmental bodies; further, no more than one (1) building shall be built on any lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Developer.

26. OBLIGATION TO CONSTRUCT OR RECONVEY: Every lot owner shall, within eighteen (18) months after the date of conveyance of the lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Paragraph 2 above; provided that should construction not commence within the eighteen (18) months period of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of, and marketable title to, said lot or lots to the Developer.

27. ZONE CHANGES: No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Developer.

28. ROOF PITCH: Unless otherwise approved of in writing by the Developer, the majority of the rooflines on each residence must have a pitch of no less than 8/12.

29. LIGHTING: Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Developer.

30. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS: No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

31. CHIMNEYS:

(i) The exterior portion of all chimneys shall be constructed of masonry, unless otherwise approved in writing by the Developer.

(ii) "Direct vent fireplace systems" are permitted, and the exterior vent may be visible on the outside of the house, but must be painted to match the exterior masonry of the house. However, if the "firebox" of the fireplace system protrudes out from the exterior wall of the house, a traditional chimney system (constructed of masonry materials) must be installed.

33. ENERGY CONSERVATION EQUIPMENT: No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer.

33. LAKES: All lakes, ponds, and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Subdivision.

34. GOLF COURSE LOTS: The owners of lots abutting the Golf Course (hereinafter referred to as "Golf Course Lots") hereby acknowledge, consent and agree to the design of the Cherry Blossom Village Subdivision – Phase 8 insofar as said lots abut directly onto and adjoin the Golf Course, and furthermore, acknowledge, consent and agree to the design and layout of the Golf Course insofar as it abuts and adjoins the Golf Course Lots. By purchasing a lot in the Subdivision, the owners of the Golf Course Lots hereby agree to indemnify and hold harmless Developer and/or the owner and operator of the Golf Course from any injury or damage which may be incurred by said owner, owner's family, guests, invitees, tenants, employees and servants as a result of the location of a Golf Course Lot adjacent to the golf course. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of any judgments paid and amounts paid in

settlement) incurred in connection with any claim, action, suit, or proceeding, whether civil, criminal, administrative or otherwise. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act, nor shall it permit any trespass on the Golf Course Lots.

35. CHERRY BLOSSOM VILLAGE HOMEOWNERS ASSOCIATION, INC.:

A. Members. The Cherry Blossom Village Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), has been incorporated by the Developer pursuant to Articles of Incorporation recorded in Corporation Records Book 11, Page 518, in the Scott County Clerk's Office. The Developer and every owner of a lot within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development) shall be a member of the Association. All owners and members shall abide by the Association's By Laws, articles, rules and regulations and shall pay the assessments provided for herein when due and shall comply with decisions of the Association's Board of Directors. The conveyance of a lot within the Subdivision, except a conveyance to a mortgagee in a foreclosure, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any lot within the Subdivision. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event the owner of a lot is more than one person, the votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions hereof and the By Laws. The membership rights of a lot owned by a corporation, partnership, limited liability company or other entity shall be exercised by the person designated by the entity in a written instrument provided to the secretary of the Association subject to the provisions of these Restrictions.

B. Class of Membership. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all the owners of all Lots within the Subdivision (as well as the owners of all other lots in the entire Cherry Blossom Village residential development), with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. If more than one person holds an interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote.

(ii) Class B. The Class B member shall be Developer. The Developer shall be entitled to one (1) vote for each lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the by-laws, until 100% of the lots comprising the entire Cherry Blossom Village residential development have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion the Developer so determines; (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinabove.

C. Rights and obligations of the Cherry Blossom Village Homeowners Association, Inc.

(i) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on any final record plats of the Cherry Blossom Village, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system contained on the

Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system. In addition, the Association shall bear the expense of paying water bills to the utility company providing water services to the fire hydrants situated within the Subdivision and the cost of installing, maintaining and operating the street light posts throughout the Subdivision, to the extent that the expenses for these features are not paid by the City of Georgetown. The costs and expenses of such maintenance, operations and repairs (hereinafter the "Common Expenses") shall be paid by the Association and assessed among the lot owners on a prorata basis pursuant to Section 36 below.

(ii) All rights reserved by the Developer herein shall automatically pass to the Association when Class B membership ceases pursuant to Paragraph 35.B. (ii), except that the Developer may assign any and all rights reserved herein to Developer to the Association at any time prior to the sale by the Developer of 100% of all of the Lots comprising the Cherry Blossom Village residential development.

(iii) In addition to the powers and duties otherwise set forth herein, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of these Restrictions. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of members in person or by proxy entitled to cast 30 percent all the votes shall constitute a quorum for this purpose.

36. **MAINTENANCE FEES:** Every lot owner shall be required to pay an annual maintenance fee assessment (initially set at \$100.00 per year per lot) to the Cherry Blossom Village Homeowners Association Inc. (the "Association"). After December 31, 2007, the Board of Directors of the Association may, from time to time, increase or decrease the amount of the assessment. The Board of Directors of the Association shall determine the amount of and fix the

due date of each assessment. The maintenance fees payable to the Association shall constitute a lien on that lot and any improvements thereon, but shall be subordinate to a first mortgage or vendor's lien placed on the lot. The maintenance fee for any given year shall apply to the period commencing with the date the owner takes title to the Lot, irrespective of when the owner resides on that lot, except that builders who purchase a lot for resale shall not be obligated to pay said maintenance fee until the period commencing on January 1, 2008. In no event shall the Developer be liable to pay any assessments for any lot unless it has constructed and completed a house on such lot.

37. RECREATIONAL FACILITIES: The Developer has made an arrangement with Cherry Blossom Golf Club, LLC (the "Golf Course Developer") to have constructed, at the Golf Course Developer's expense, within the Cherry Blossom Village residential development a public golf course and related facilities, which shall be owned and operated by the Golf Course Developer (the "Golf Club"). The Golf Course Developer has also constructed upon land owned by the Golf Club Developer a clubhouse as a part of the Golf Club (the "Golf Club Clubhouse").

A. The membership in the Golf Club by the owners of the lots in the Subdivision shall be at the **option** of the lot owner. The initiation fee and membership dues payable by each member shall be established by the operator of the Golf Club, and adjusted from time to time.

B. In addition, the Developer has made an arrangement with the Golf Course Developer to accommodate social functions, meetings, etc. of the residents of the Cherry Blossom Village (including the Subdivision) in the Golf Club Clubhouse, with the expenses associated with the Association's use of the Golf Club Clubhouse to be included within the definition of Common Expenses of the Association as defined in Paragraph 35.C. (i) hereof, and allocated among the owners of all lots within the Cherry Blossom Village residential development (including the owners of the lots comprising the Subdivision) who are entitled to utilize the Golf Club Clubhouse as a part of their maintenance fee assessment described in Paragraph 36 hereof.

C. Unless otherwise conveyed to the Association by deed or other written instrument, the golf course facilities, the Golf Club Clubhouse, swimming pools, riding trails, equestrian facilities, and other similar recreational facilities situated within the Subdivision or upon any other portion of the Cherry Blossom Village residential development, if any (hereinafter the "Recreational Amenity Facilities"), shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or may not be the Developer, and neither the Association nor the owner of any lot shall have any claim of ownership with respect to the Recreational Amenity Facilities in the absence of a specific agreement between the lot owner and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities and the rules pertaining thereto shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner.

38. PRESERVATION OF FENCE AND TREE LINES: Any existing or proposed fence lines and mature trees throughout the Subdivision shall be preserved. No such fence or tree may be removed or torn down without the Developer's prior written consent, and any person or entity who violates this provision shall be responsible for reimbursing the Developer or the Association, as the case may be, for the costs incurred in replacing the fence or tree(s) improperly removed or damaged.

39. SEVERABILITY OF PROVISIONS: Invalidity of any one of these provisions by judgment or Court order shall not affect any other provisions hereof which shall remain in full force and effect.

40. RESTRICTIONS BINDING UPON BUILDERS AND CONTRACTORS: These covenants and restrictions shall be binding upon and enforceable against a builder or contractor engaged by the owner of a lot in the Subdivision to construct a house or any other improvements upon the lot. The lot owner shall be responsible for ensuring that the builder/contractor is made aware of, and complies with, these covenants and restrictions.



41. AMENDMENTS: These covenants and restrictions may be amended at any time by the Developer, provided that the Developer still owns at least one (1) lot or tract of land in the Cherry Blossom Village residential development, and (a) the minimum floor area requirements set forth in Numerical Paragraph 5 are not decreased thereby, (b) the amendment does not discriminate against the owner of any lot in the Subdivision, unless such owner consents to the amendment in writing, and (c) written notice specifying the nature of the amendment is sent to the owner of each lot in the Subdivision at least thirty (30) days prior to the effective date of such amendment. Furthermore, these covenants and restrictions may be canceled or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to these restrictions, except that (a) no such cancellation or amendment shall affect the provisions of Paragraphs 36 and 37 hereof unless the Developer consents to same in writing, and (b) the Developer's written consent to any such cancellation or amendment shall be required if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development. No amendment to these covenants and restrictions relating to the construction criteria of houses built upon any lot in the Subdivision shall be applicable to any house the construction of which commenced prior to the date such amendment is recorded in the Scott County Clerk's Office.

42. RESTRICTIONS RUN WITH LAND: Unless canceled, altered or amended under the provisions of this or the preceding Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by (a) a majority of the then owners of the lots in Phase 8 of the Cherry Blossom Village Subdivision, and (b) the Developer if the Developer still owns any lots or tracts of land within the Cherry Blossom Village residential development, has been recorded, agreeing to terminate these restrictions and covenants in whole or in part. The failure of any owner to demand or insist upon observance of any of these covenants and restrictions, or to proceed for restraint of violations,


shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

IN WITNESS WHEREOF, the Developer, Cherry Blossom Development Co., LLC, a Kentucky limited liability company, has executed this Deed of Restrictions on the day and year first above written.

CHERRY BLOSSOM DEVELOPMENT  
CO., LLC, a Kentucky limited liability  
company

BY: AMICK HOMES, LLC, a Kentucky limited  
liability company, its Managing Member

BY:

  
MIRIAM AMICK SEKHON,  
Managing Member

STATE OF KENTUCKY )  
COUNTY OF SCOTT )

The foregoing Deed of Restrictions was acknowledged, subscribed and sworn to before me by Miriam Amick Sekhon, the Managing Member of Amick Homes, LLC, a Kentucky limited liability company, in its capacity as the Managing Member of Cherry Blossom Development Co., LLC, a Kentucky limited liability company, on this the 13<sup>th</sup> day of March, 2007.

My Commission Expires: 11-10-2012

  
NOTARY PUBLIC, KENTUCKY,  
STATE AT LARGE

SCOTT COUNTY  
MC27 PG 351

THIS INSTRUMENT PREPARED BY:



GLENN A. HOSKINS  
GLENN A. HOSKINS, P.S.C.  
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GAH/070210gh

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