

DEED OF DEDICATION AND RESTRICTIONS

KEENELAND TRACE

UNIT 1-A

THIS DEED OF DEDICATION AND RESTRICTIONS is made on the date hereinafter set forth by THOMPSON HOMES, INC., hereinafter referred to as "DECLARANT".

WHEREAS, the Declarant, THOMPSON HOMES, INC., is the owner of a tract of land which has been surveyed and platted and forms a subdivision that is hereby named KEENELAND TRACE, UNIT 1-A, located in Daviess County, Kentucky, consisting of Lots 1 through 7, inclusive, Lots 151 through 160, inclusive, and Lots 341 through 348, inclusive, and is a part of that certain real estate acquired from William J. Zogglmann and Mary Martha Zogglmann, his wife, et al., dated February 6, 2006, of record in Deed Book 812, page 1, in the Office of the Daviess County Clerk. A plat of Unit No. 1-A has been recorded in Plat Book 40 at page 29 in said Clerk's Office and is hereby referred to for a more particular description of this property; and

WHEREAS, Declarant now dedicates to the public use the various streets and public easements shown upon said plat which have not heretofore been dedicated; and hereby dedicates to the Keeneland Trace Homeowners Association, Inc. (as hereafter provided), the "common areas", if any, shown on the plat of Keeneland Trace, Unit No. 1-A.

WHEREAS, Declarant has, or in the future, intends to subdivide the remaining portion of the original property acquired from William J. Zogglmann and Mary Martha Zogglmann, his wife, et al., (the "Properties") into additional units of Keeneland Trace and place a deed of dedication and restrictions similar to the restrictions and covenants set forth herein ; and

WHEREAS, it is desirable that the provisions contained in all such deeds of dedication and restrictions be substantially similar and that the provisions contained in all such instruments be applicable to all lots in the entire subdivision.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Declarant and those who may hereafter own lots in this subdivision, Declarant hereby declares that all of the property described herein shall be held or sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting property and binding all parties having any right, title or interest in the described properties or any part thereof, and their heirs, successors and assigns and such easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

PLAT

1. The plat of Keeneland Trace Subdivision, Unit 1-A, located in Daviess County Kentucky, is recorded in Plat Book 38, at page 133, Office of the Daviess County Court Clerk, and the lots may be sold from the recorded plat rather than by metes and bounds description.

RESTRICTIVE COVENANTS

2. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. The restrictions imposed on side yards on each side of the lots in this subdivision shall be those promulgated by the Owensboro Metropolitan Planning Commission from time to time and effective as of the date each one is adopted, amended, or changed. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design and existing structure and as to location with respect to topography and finish grade elevation. For purposes of this covenant, eaves, and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Easements for installation and maintenance of utilities and drainage facilities and other public purposes are reserved as shown on the recorded plat and no building shall be erected, placed or altered on any portion of said utility easement.

3. No lot shall be used for any purpose other than a single family residence unless Thompson Homes, Inc., determines same to be desirable for utility lines/easements or for purpose of dedicating an additional street. In addition to the rights of Thompson Homes, Inc., under Paragraph 25 later herein, Thompson Homes, Inc., shall also have the right to convert any lot or a portion of any lot into a street in the event it determines that such street is needed for the orderly development of the subdivision or property adjacent to the subdivision. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence building, not to exceed two and one-half stories in height, a private garage for not more than three cars, and a storage building. The plans for such storage buildings or detached garage as to size, construction materials, etc., must have written approval of the architectural control committee before construction is commenced.

4. The ground floor area of the main structure, exclusive of open porches and garage, shall be not less than 1,150 square feet for a one story dwelling nor less than 1,300 square feet total for a dwelling of more than one story, exclusive of open porches and garage.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or will become an annoyance or nuisance to the neighborhood.

6. Each home owner shall provide for a weekly garbage and trash collection.

7. All owners of lots, whether vacant or improved, shall at all times see that their lots are kept clear of weeds, trash and debris, and shall otherwise keep the lot mowed. No furniture or other household furnishings shall be permitted in the front or side yards or driveways for a period in excess of twenty-four hours. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The storage or parking of boats, boat trailers, commercial vehicles or trailers, campers, recreational vehicles or motor homes or inoperative vehicles will not be permitted in the front or side yards and not at all on a corner lot. No inoperable automobiles, old busses or similar old vehicles or structures shall be placed upon any lot or street (except housed in a garage). No semi-tractor and/or trailer shall be parked on any dedicated street or right-of-way, or on any yard area or driveway. No trailer, boat, commercial vehicle, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

8. Upon completion of construction of a residence, the lot owner shall cause to be planted at least one tree in the front yard of the lot and where the lot is a corner lot, one additional such tree in the street-side yard. The species of trees to be planted shall be either October Glory Maple, Red Sunset Maple, Crimson Maple or Red Bud, and each such tree shall have a two and one-half-inch minimum diameter. Prior the planting of any other species of tree, the lot owner must obtain approval from the architectural control committee as provided in paragraph 22 hereafter. No tree shall be removed from any lot without the prior written approval of Declarant or the architectural control committee. Upon a lot owner's failure to comply with the provisions hereof, Declarant may take such action as necessary to comply herewith, and the lot owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred, together with interest, and Declarant shall have alien for such expenses and interest on that lot and the improvements thereon to secure the repayment of such amounts.

9. No chain link, woven wire, or similar material fence shall be erected on any lot in this Unit 1-A. Fences or walls erected in the rear or side yards shall be decorative and shall not be higher than six feet and shall be made of pre-treated wood fencing or cedar wood fencing. Any fencing in front of the lot between the building line and the street shall be of an ornamental type and shall not exceed three feet in height. Prior to the construction of any such fence, the owner of the property must obtain approval from the architectural control committee.

10. Approval shall be obtained from the architectural control committee for all T.V. Dishes or T.V. satellites prior to their erection.

11. All driveways shall be concrete or bituminous surfaces.

12. As long as commercial sewage disposal facilities are available for the residences in the subdivision, either private, public, or semi-public no owner shall construct or cause to be

constructed upon any lot or lots in said subdivision any sewerage disposal system or contraption including, but not limited to, septic tanks and cesspools.

13. Dogs, cats, or other domestic pets may be kept on the premises provided that they are not bred or maintained for any commercial purposes. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot.

14. No minibikes, four-wheelers, go-carts, ATV's, or motorized vehicle of any kind shall be operated on sidewalks or any other pedestrian walkway area or any vacant land within the property covered by this Declaration.

15. Lots that adjoin common areas or buffer zones will not have access to public streets across such common areas or buffers.

16. No sign, banner, or billboard of any kind or for any purpose whatever will be permitted on any lot except signs advertising the sale of a dwelling or lot which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

COVENANTS RUN WITH LAND

17. These covenants shall run with the land and shall be binding on all parties and all persons claiming title to any lot or lots in this subdivision for a period of twenty-five (25) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT OF RESTRICTIONS

18. In the event that any one of these restrictions shall be declared void by judgment of a Court of competent jurisdiction, such judgment shall in nowise affect any of the other restrictions herein contained.

19. Violation or attempted violation of any of the restrictions herein contained may be restrained by the Keeneland Trace Homeowners Association, Inc., or by the owner of any other lot in said subdivision by proceeding at law or in equity.

HOMEOWNERS' ASSOCIATION

20. The developer of Keeneland Trace Subdivision has created the Keeneland Trace Homeowners Association, Inc., (the "Association") whose membership shall consist of lot owners in any unit in the Keeneland Trace Subdivision, and all lots in this section of Keeneland Trace Subdivision shall be subject to the terms and conditions contained in the Articles of Incorporation of the Keeneland Trace Homeowners Association, Inc., and its By-Laws. Every member shall be required to pay an anticipated minimum fee of \$125.00 as annual dues to the Association.

21. The Keeneland Trace Homeowners Association, Inc., will solely:
- A. maintain (including routine mowing and re-seeding) all common areas, medians (including entrance medians, if any), buffer zones, all ditches not publicly maintained, and all other property as may be designated on the plat or plats of all units of Keeneland Trace Subdivision;
 - B. maintain any and all "signs and sign easements" (including landscaping associated with such sign easements) that will be erected at the entrance(s) of the Keeneland Trace Subdivision;
 - C. determine rules and regulations for uses of the common areas, medians, buffers zones, and all other property designated as the Keeneland Trace Subdivision; and
 - D. carry liability insurance for detention basins, common areas, medians, buffer zones, all ditches, and all other property as may be designated on the plat or plats of all units of Keeneland Trace Subdivision.

ARCHITECTURAL CONTROL COMMITTEE

22. The architectural control committee for this addition is composed of two members, by name, Thomas N. Thompson, of 4460 Highway 142, and Thomas N. Thompson, II, of 316 Frederica Street, all of Owensboro, Kentucky. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

23. Provided that sufficient lots in the entire Keeneland Trace Subdivision have been sold so that the Keeneland Trace Homeowners Association, Inc. has taken control of maintenance, etc. and if the developer, Thompson Homes, Inc., has sold all lots in the entire Keeneland Trace Subdivision, then at the request of the Keeneland Trace Homeowners Association, Inc., Thompson Homes, Inc. will have the option of transferring to the Keeneland Trace Homeowners Association, Inc., the right to make decisions as set out in paragraphs 17 through 22 herein that are presently given to the architectural control committee.

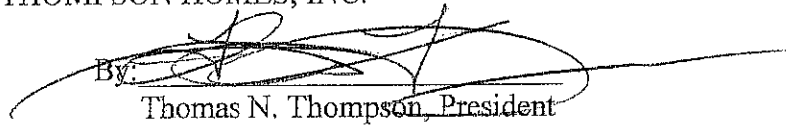
24. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specification have been submitted to it, approval by the committee shall not be required.

AMENDMENT

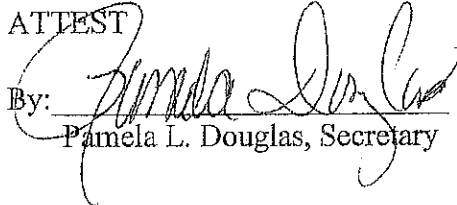
25. Until the last and final lot of the last unit of Keeneland Trace Subdivision has been conveyed by Thompson Homes, Inc., by deed recorded in the Daviess County Court Clerk's Office, Owensboro, Kentucky, any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Deed of Dedication, or contained in any future deed of dedication for future units of Keeneland Trace Subdivision, may be amended or terminated by Thompson Homes, Inc., by the recording of a written instrument, executed by Thompson Homes, Inc., setting forth such amendment or termination.

IN TESTIMONY WHEREOF, witness the signature of the undersigned, this the 26 day of June, 2011.

THOMPSON HOMES, INC.

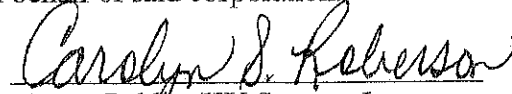
By: 
Thomas N. Thompson, President

ATTEST

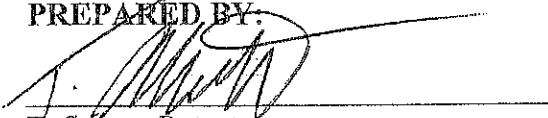
By: 
Pamela L. Douglas, Secretary

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this the 27th day of June, 2011, by Thomas N. Thompson, as President, and attested by Pamela L. Douglas, as Secretary, of Thompson Homes, Inc., a Kentucky corporation, on behalf of said corporation.


Notary Public: KY State-at-Large
My commission expires: 8-21-11

PREPARED BY:


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WILSON, HUTCHINSON, POTEAT &
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