30

6.00

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE STEEPLECHASE SUBDIVISION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made and entered into this 27th day of OCTOBER, 2003, by the Owners of the Properties described in the attached Exhibits A, B, and C.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was recorded on 12/3/98 at Book 723, page 159 of the Boone County Clerk's Office; and

WHEREAS, the owners of the properties bound by the original Declaration wish to amend it terms; and,

WHEREAS, it is the intent of the Owners of the Properties described in the attached Exhibits A, B, and C to establish a general plan and uniform scheme of development and improvement of the property described therein; and,

WHEREAS, the Owners of the Properties described in the attached Exhibits A, B, and C wish to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens, conditions and other provisions hereinafter set forth;

NOW, THEREFORE, the Owners of the Properties described in the attached Exhibits A, B, and C hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, reservations, assessments, charges, liens, conditions and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Steeplechase Subdivision.

ARTICLE I
Definitions

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

1.1 "Architectural Review Board" or ARB shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time against Lots for the purposes and subject to the terms set forth herein.

1.4 "Association" shall mean and refer to Steeplechase Subdivision Homeowners' Association, Inc., a Kentucky non-profit corporation, created to govern the Property.

Return to:
James G. Woltermann, Esq.
Adams, Stepner, Woltermann & Dusing
40 W. Pike Street
Covington, KY 41011

RETURN TO

BOONE COUNTY
MC975 PG 472

ÄÙM

1.5 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.6 "By-Laws" shall mean and refer to the By-Laws of the Association as they may exist from time to time.

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Surplus" shall mean and refer to the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.9 "County" shall mean and refer to Boone County, Kentucky.

1.10 "Developer" shall mean and refer to Chase-Reese-Carlisle, LLC, a Kentucky limited liability company.

1.11 "Declaration" shall mean and refer to this Amended and Restated Declaration, and all exhibits thereto, as the same may be amended from time to time.

1.12 "Development" shall mean and refer to the residential development consisting of the Homeowners Association Property and the Lots which are now or will hereafter be located within the Steeplechase Subdivision.

1.13 "Homeowners Association Property" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plat or conveyed to the Association by plat of the Property, by easement, or by Deed.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device (including existing and planted trees and shrubbery) or object.

1.15 "Member" shall mean and refer to Association members and the Developer. Developer shall be a Member of the Association from and after the date of recordation of this Amended Declaration in the public records of the County by virtue of its ownership of the property described in Exhibit B.

1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.17 "Property" shall mean and refer to that real property described in Exhibits A and B attached hereto and made a part hereof and the additional property which will be submitted to this Declaration pursuant to Article II of this Declaration, described in Exhibit C.

1.18 "Lot" shall mean and refer to a parcel of real estate developed for the purpose of constructing a single family residence thereon.

1.19 "Residence" shall mean and refer to a single family dwelling constructed or to be constructed on a Lot.

1.20 "Surface Water Management System" shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.

1.21 "Steeplechase Subdivision" shall mean and refer to the planned development project which is located in Boone County, Kentucky, and known as Steeplechase Subdivision.

ARTICLE II
Property Subject to this Declaration

2.1 Existing Property: The property which shall be subject to this Declaration upon its recordation with the County Clerk is the property described in Exhibits A and B.

2.2 Additional Property: Developer shall re-plat the property described in Exhibit C and subject it to this Amended Declaration by recording in the County Clerk's Office an Amendment to this Declaration, describing the Lots to be platted.

ARTICLE III
Steeplechase Subdivision Homeowners Association, Inc.

3.1 Formation: The Association has been formed by the filing of the Articles of Incorporation thereof in the office of the Secretary of State of Kentucky. The Association is formed to operate, maintain and ultimately own the Homeowners Association Property and to enforce the Covenants, Conditions, Restrictions and other provisions set forth in this Declaration and for the enforcement of the rules and regulations, including traffic regulations, promulgated by the Association. The Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all of the limitations of a not for profit corporation as contained in the Kentucky Statutes in existence as of the date of recording this Declaration. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Association.

3.2 Membership:

3.2.1 General: Any Owner of a Lot shall automatically become a Member of the Association upon the execution of the Deed to the Lot. No person or entity who holds an interest of any type or nature whatsoever in a Lot, only as security for the performance of an obligation, may be appointed as a Member of the Association. Developer shall be considered a Member of the Association from and after the date of recordation of this Declaration in the County Clerk's Office.

3.3 Voting: All Members shall be entitled to voting on all matters coming before the membership. The Developer shall be entitled to cast the number of votes equal to three times the number of recorded Lots owned by it and the number of proposed lots to be developed by the re-plat of the property described in Exhibit C within The Steeplechase Subdivision until such time that it has sold seventy-five percent (75%) of the total of the number of Lots described in Exhibit B plus the number of Lots created by the re-plat of Exhibit C.

3.4 Administration of the Association: The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. All Board members must also be Owners. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration and provided further, that no

amendment, alteration or rescission may be made which affects the rights or privileges of any institutional mortgagee, without the express prior written consent of the institutional mortgagee so affected. Any attempt to amend contrary to these prohibitions shall have no force or effect.

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

3.6 Control by Developer: All Members, Developer, and Association acknowledge that Developer did not develop Steeplechase Subdivision before the recording of this Declaration and accordingly is not the successor or assign of the original developer, Steeplechase Builders, LLC. Developer and Association have agreed upon a budget for the Association through December, 2006. All Members, Developer, and Association acknowledge that should substantial deviations from this agreed-upon budget become necessary, those deviations must be agreed upon between Developer and Association.

ARTICLE IV
Homeowners Association Property and Country Club Property

4.1 Homeowners Association Property: The Homeowners Association Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Homeowners Association Property shall pass from Developer to Association on the date upon which Developer takes title to the property described in Exhibits B and C. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Homeowners Association Property and for the payment of all property taxes and other assessments which are liens against the Homeowners Association Property from and after the date of recordation of this Declaration.

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

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

4.3.1 Surface Waters: The surface water management system, which shall be maintained as required by regulatory agencies.

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

4.3.3 Signs: All signs located on Homeowners Association Property.

4.3.4 Maintenance Structures: All maintenance buildings located or to be located on the Homeowners Association Property.

4.3.5 Fences: All fencing located on the Homeowners Association Property.

4.3.6 Paths: All paths located within the Steeplechase Subdivision.

4.3.7 Contracts: The Association may hire accountants, bookkeepers, gardeners and laborers, as it may deem necessary in order to maintain the Homeowners Association Property.

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

4.5 Owners Easement of Enjoyment: Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Homeowners Association Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot.

4.6 Extent of Owner's Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

4.6.1 The right of the Association to borrow money for the purpose of improving the Homeowners Association Property and, in connection therewith, to mortgage the Homeowners Association Property.

4.6.2 The right of the Association to take such steps as are reasonably necessary to protect the Homeowners Association Property against foreclosure.

4.6.3 The right of the Association to suspend the enjoyment rights and easement rights of any Owner for any period during which an Assessment remains unpaid by an Owner and for any period during which such Lot Owner is in violation of this Declaration or any of the rules and regulations promulgated by the Association.

4.6.4 The right of the Association to properly maintain the Homeowners Association Property.

4.6.5 The rules and regulations governing the use and enjoyment of the Homeowners Association Property as promulgated by the Association.

4.6.6 The right of the Association to dedicate or transfer all, or any part, of the Homeowners Association Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.6.7 Restrictions contained on any plat, or filed separately, with respect to the development and improvement of the Homeowners Association Property. For so long as Developer owns or has any use rights to any property subject to this Declaration, Developer shall have the right to transact any business necessary to consummate sales of property throughout Steeplechase Subdivision,

including, but not limited to, the right to maintain offices on the Homeowners Association Property in locations to be selected by Developer and Association and for a rental fee of Two Hundred Dollars ($200.00) per month, payable to the Association, from November 1, 2003 to May 31, 2004; to have employees in such offices; to post and display a sign or signs on any Lot owned by Developer; and to use the Homeowners Association Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Steeplechase Subdivision shall not be considered Homeowners Association Property and shall remain the property of the Developer. Developer may authorize other builder/developers to exercise the rights reserved in this Section 4.6.7, singularly or in concert with Developer.

Developer must pay Two Hundred Dollars ($200.00) per month to the Association as and for rental for the use of the Homeowners Association Property. This office shall be used as a real estate brokerage office to assist Developer in the potential sale of Lots. No other commercial or real estate offices shall be located on the Homeowners Association Property.

4.7 Continual Maintenance: In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Homeowners Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE V
Easements

5.1 Easement Grants: The following easements were hereby granted and/or reserved to or by the original developer over, across and through the Property and are hereby reaffirmed by the parties to this Declaration:

5.1.1 Easements for the installation and maintenance of utilities granted for a width of ten feet (10') across the front and rear Lot lines and as shown on the recorded subdivision plats of the Property, for present and future utility services to Steeplechase Subdivision, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires and street lights. Within these easement areas, no structure, planting or other material (other than sod or driveway) which may interfere with the installation and maintenance of underground utility facilities shall be placed or be permitted to remain unless such structure, planting or other material was installed by the Developer or the original developer. The Association and its successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within where such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association as shown on the recorded subdivision plats of the Property and for a width of ten feet (10') across the front and rear Lot lines and five feet (5') on either side of a stream. The Owner shall be responsible for maintaining drainage easements located on his Lot. In addition, an easement for the impoundment of waters is reserved upon each Lot adjacent to a lake for a width necessary to accommodate an increase in the elevation of any lake waters six inches (6") above its spillway elevation. Within these easement areas, no structure, planting or other material (other than sod) which may interfere with the installation and maintenance or which may obstruct or retard the flow of water through lakes, streams or drainage channels shall be placed or permitted to remain unless such structure, planting or other materials were installed by Developer or the original Developer or the original developer. The Association and its successors and assigns shall have access to all such drainage easements for the purpose of operation and maintenance of the lakes, streams and Surface Water Management System.

5.1.3 The Homeowners Association Property is hereby declared to be subject to a perpetual, nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association in order that such employees, agents or entity may carry out their duties or management.

5.1.4 An easement is hereby granted to each institutional mortgagee for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved throughout the Homeowners Association Property, including, without limitation, the easements shown on the plats of the Property, for use by Owners and by Developer for their use and the use of their agents, employees, licensees and invitees, for all purposes in connection with the use, development and sales of the Property.

5.1.6 Easement of Entry by Association and/or Developer: Developer reserves for itself and the Association, their successors, assigns and agents, a special easement for the right to enter upon any Lot or Association's property, such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, cleaning, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour or other earth work, which in the opinion of Developer and Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the Property. Any such entrance shall not be deemed a trespass. The Association and its agents may likewise enter upon any Lot to remove any trash which has collected or remove any unauthorized improvement, vehicle or other subject, without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Association to undertake any of the foregoing. Any such entry shall be after approval of such action by the Board of Directors of the Association and following written notice to the Owner of such property.

ARTICLE VI
Assessments and Liens

6.1 Authority of Association: The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments: General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Homeowners Association Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for the payment of: operation; maintenance and management of the Association; the Homeowners Association Property; operation and maintenance of the Surface Water Management System; property taxes and assessments against and insurance coverage for the Homeowners Association Property; legal and accounting fees; security costs; management fees; normal repairs and replacements; charges for utilities used upon the Homeowners Association Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members, Owners or others; maintenance of vacant property; the creation of reasonable reserves and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments: The Association shall annually estimate the Common Expense it expects to incur and the period of time involved therein and may assess the Members sufficient monies to meet this estimate. Assessments against the Lots will be collected from the individual Lot Owners. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the expenses or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General

Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

6.4 Special Assessments: The Association shall have the power and authority to levy and collect Special Assessments from Members. Without limiting the foregoing, Special Assessments shall be used for the payment of: the acquisition of property; the cost of construction of capital Improvements to the Homeowners Association Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto, and the expense of indemnification of each director and officer of the Association and each member of the ARB. All Special Assessments shall be assessed at a uniform rate for each Lot assessed. Special Assessments against the Lots shall be collected from the individual Lot Owners. If a Special Assessment shall exceed Two Hundred Dollars ($200.00) per Lot within a twelve (12) month period, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least sixty percent (60%) of the votes present in person or by proxy. Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6.5 Emergency Special Assessments: The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments shall be collectible from Members in such manner as the Board of Directors shall determine.

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

6.7 Effect of Nonpayment of Assessments: All notices of Assessments from the Association to its Members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, the Assessment shall then become delinquent, with a late charge in such amount as the Board of Directors shall determine from time to time, and shall bear interest at the maximum rate allowed by the laws of the Commonwealth of Kentucky, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all Lots against which the Assessment is made, and shall also be the continuing personal obligation of the Lot Owner. Any successor in title to any Owner shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments by the Lot Owner. The Association may also record a claim of lien in the County Clerk's records against any Lots setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may, at any time thereafter, bring an action to foreclose the lien against any one or more of the Lots, in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Lot Owner. There shall be added to the amount of such Assessment the costs of such action, including attorney fees, and in the event a Judgment is obtained, such Judgment

shall include interest on the Assessment as above provided with the costs of the action. Upon the payment by a Lot Owner, the Association shall execute and record a release of lien with respect to such Lot.

6.8 Certificate of Assessments: The Association shall prepare a roster of the Lot Owners and the Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by all Members or Owners. The Association shall, upon demand by a Member or Owner, prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether Lot Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.9 Payments by Developer: Developer has contracts with builders for the sale of Lots in Steeplechase Subdivision that will guarantee the sale of a minimum of five (5) Lots per month. Upon transfer of a Lot from Developer to a builder, the builder/Owner must pay the Assessments (currently Forty Dollars [$40.00] per month per Lot) for each Lot. If Developer fails to sell the minimum five (5) Lots per month, then Developer shall be assessed Forty Dollars ($40.00) per month for each of five (5) Lots. The minimum number of Lots is an average, computed by dividing the total of all Lots transferred by Developer to builders by the number of months beginning with November 2003. If the result is equal to or exceeds five (5), then Developer shall have no liability for Assessments. Developer shall have no liability for Special Assessments, Emergency assessments, or Individual Assessments.

6.10 Exempt Property: The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.10.1 All property dedicated to, or owned by, the Association.

6.10.2 Any portion of the Property dedicated or conveyed to any municipal corporation.

6.10.3 Any portion of the Property exempted from ad valorem taxation by the laws of the Commonwealth of Kentucky.

ARTICLE VI
Maintenance Of Property Association Responsibilities

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

7.2 Association Responsibilities: The Association shall be responsible for the maintenance of all Homeowners Association Property, pursuant to Section 4.3 of this Declaration.

7.3 Individual Assessment: Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Homeowners Association Property, or such other property as is to be maintained by the Association, necessitated solely by the neglect or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense by the Association. No Owner shall have the right to repair, alter, add to, replace or paint or in any other way maintain the Homeowners Association Property or such other property to be maintained by the Association.

7.4 Architectural Review Board: All repairs and replacements which are to be made by an Owner pursuant to the provisions set forth herein above shall be subject to the approval of the Architectural Review Board, as set forth in Article XII of this Declaration.

ARTICLE VIII
Insurance

The Association is hereby authorized and required to purchase property and casualty insurance, other than title insurance, on the Homeowners Association Property as well as liability, indemnity and fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE IX
Architectural and Landscaping Controls

9.1 Architectural Review Board: It is the intent of this Declaration to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, and the Developer shall have the right to approve all new construction. However, all plans and specifications for new home construction must also be submitted to the ARB prior to the commencement of construction. The Architectural Review Board may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental codes. The procedures of the Architectural Review Board shall be as set forth below.

9.1.1 The Architectural Review Board shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The Architectural Review Board shall consist of three (3) voting members. In the event of the failure, refusal or inability to act of any of the members of the Architectural Review Board the Board of Directors shall fill such vacancy by appointment. The Architectural Review Board shall at all times consist of no less than three (3) members. The Board of Directors shall appoint the members of the Architectural Review Board, shall provide for the terms of the members of the Architectural Review Board, and shall determine which member of the Architectural Review Board shall serve as its Chairman. A majority of the Architectural Review Board shall constitute a quorum to transact business at any meeting, and the action of a majority present shall constitute the action of the Architectural Review Board.

9.1.2 No Improvements shall be constructed, erected, removed or planted, nor shall any addition to or any change, replacement or alteration be made unless and until the approval thereof shall be obtained in writing from the Architectural Review Board or the Developer, as the case may be. The Developer shall have the authority to approve all new construction, and the Architectural Review Board shall have the authority to approve all subsequent Improvements.

9.1.3 Each Applicant shall submit a preliminary application to the ARB with respect to any proposed Improvement or Improvements that he may contemplate. The preliminary application shall include such information as may be required by the application form promulgated by the ARB. Prior to the commencement of any work on such Improvement, the plans and specifications therefor shall be subject to a final review and approval by the ARB. At that time, the applicant shall submit to the ARB such additional information as the ARB may reasonably require, including, without limitation, three (3) sets of plans and specifications for the proposed Improvements sealed by an architect licensed in the Commonwealth of Kentucky or an AIA member in good standing so that the ARB may be able to adequately make the determinations required of it pursuant to this Declaration; a surface water drainage plan showing existing and design grades, and/or contours relating to the

predetermined ground floor finish elevation as established herein and three (3) sets of plans and specifications for the Lot's landscaping design and irrigation system showing all proposed Improvements, including their site locations; and three (3) copies of a detailed tree survey, showing all existing trees of four inches (4") or more in diameter and major vegetation stands, together with a written application on such form and together with such fees, as may be provided or required by the ARB. The ARB may also require submission of samples of building materials and colors proposed to be used, as well as requiring the locations of the proposed Improvements to be staked out on the ground.

9.1.4 In the event the information submitted to the ARB in the ARB's opinion are incomplete or insufficient in any manner, the ARB may request and require the submission of additional or supplemental information.

9.1.5 No later than thirty (30) days after receipt of all information required by the ARB for final review (unless the applicant waives this time requirement), the ARB shall respond to the applicant in writing. The ARB shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARB's sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and specifications, the ARB shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property. In the event the ARB fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the ARB.

9.1.6 In the event construction of an Improvement is not commenced within five (5) months of approval by the ARB or the Board of Directors, in the event the decision of the ARB is appealed to the Board of Directors), the approval of the ARB and/or the Board of Directors may terminate and the Improvement may be treated as if originally disapproved, at the discretion of the ARB and/or the Board of Directors.

9.1.7 Upon approval by the ARB of any plans and specifications submitted to the ARB, the ARB shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the ARB disapproves any plans and specifications submitted to the ARB, the ARB shall notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the ARB to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the ARB (unless applicant waives this time requirement in writing). The ARB shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARB fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the ARB to the Board of Directors of the Association within thirty (30) days of the ARB's, written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the ARB's decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions and restrictions contained in this Declaration or which violates any zoning or building ordinance or regulation.

9.1.8 Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the ARB shall be subject to the approval of the ARB in the same manner as required for approval of original plans and/or specifications.

9.1.9 There is specifically reserved unto the ARB, and to any agent or member of the ARB, the right of entry and inspection upon any portion of the Property for the purpose of determination by the ARB, whether there exists any construction of any Improvements which violate the terms of any approval by the ARB or the terms of this Declaration, or of any other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior written approval of the ARB, the Owner shall, upon demand of the Association, cause such Improvement to be removed or restored in order to comply with the plans and specifications originally approved by the ARB. The Owner or Association shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The ARB is specifically empowered, upon receipt of Board of Directors' approval, to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to the recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses and attorney fees of the ARB, including those incurred in connection with its enforcement of other powers, as provided herein, shall be borne by the Association; provided, however, that nothing herein shall be deemed to negate the Association's right to an award of the Association's and the ARB's attorney fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that an Owner fails to comply with the architectural and landscape provisions contained herein, or other rules and regulations promulgated by the ARB, the ARB may, in addition to all other remedies contained herein, record against that Owner's Lot a Certificate of Noncompliance stating that the Improvements on the Lot fail to meet the requirements of the ARB.

9.1.10 The ARB is empowered to publish or modify from time to time, Design and Development standards for the Steeplechase Subdivision project or for the Lots, including, but not limited to the following:

(a) Roof and roof design.
(b) Fences, walls and similar structures.
(c) Exterior building materials and colors.
(d) Exterior landscaping.
(e) Signs and graphics, mail boxes, address numbers and exterior lighting.
(f) Building setbacks, side yards and related height, bulk and design criteria.
(g) Pedestrian and bicycle ways, sidewalks and pathways.

9.1.11 The ARB may adopt a fee schedule for reasonable requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the ARB. The payment of such fees, as well as other expenses of the ARB required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided herein above.

9.1.12 Neither the Developer, the directors or the officers of the Association, the members of the ARB, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by an Owner within Steeplechase Subdivision or any other part whatsoever, due to any mistakes in judgment, negligence or any action of the ARB in connection with the approval or disapproval of plans and specifications. Each Owner of a Lot and occupant of any property within Steeplechase Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Association, or the members of the ARB or their

respective agents recover any damages caused by the actions of the ARB. The Association shall indemnify, defend and hold the ARB and each of its members harmless from all costs, expenses and liabilities, including attorney fees, of all nature resulting by virtue of the acts of the ARB or its members. Neither the Developer, the directors or officers of the Association, the members of the ARB, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, and for the quality of construction performed pursuant thereto.

9.1.13 Notwithstanding the foregoing, Sections 9.1.1 through 9.1.11 inclusive shall not apply to review of new construction. However, the following requirements apply to all new construction and cannot be varied by Developer:

9.1.13.1 All Residences must be constructed with full brick wrap on the first story.

9.1.13.2 No bi-level Residences shall be permitted.

9.1.13.3 Landscaping must be completed within thirty (30) days of substantial completion of the Residence's construction.

9.1.13.4 All restrictions contained within this subsection and this article shall be referenced in the contract of purchase of any lot from Developer to builder.

ARTICLE X
Use Restrictions

10.1 Restrictions on Use of Lots:

10.1.1 Lot Restrictions: One (1) Lot, as shown on the plat, shall be the minimum land area upon which a Residence may be constructed.

10.1.2 Floor Area: Each Residence shall have a minimum floor area of one thousand five hundred eighteen (1,518) square feet for one (1) story Residence of heated floor space. A two (2) story Residence shall have a minimum of one thousand seven hundred sixty-four (1,764) square feet of heated floor space. The calculation of square footage shall not include: garages, covered walks, open and/or screened porches, patios, pool areas, or basements. Square footage measurements shall be taken from inside exterior walls of Residences.

10.1.3 Building Height: No Residence shall be more than thirty-five (35) feet in height without prior approval of the Developer, measured from the average crown of the road. The Developer may grant a variance if the topography is such that the building site is substantially above the crown of the road. No two (2) story Residence shall be more than 45' in height without approval of the Developer.

10.1.4 Garages: Each Residence shall have sufficient enclosed garage space for at least two (2) full-size automobiles. Garage doors shall be kept in a closed position when the garage is not being used. No carports shall be permitted. No detached garages shall be permitted.

10.1.5 Clearing and Removal of Trees: No Lot may be cleared for any reason without the prior written approval of the ARB. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the ARB. When such a tree is removed, the Owner will replace it with a similar tree or equal value on another portion of the Lot, if so directed by the ARB. Tree removal shall be permitted in an area which is thirteen feet (13') from the perimeter of the foundation of the house and garage. Notwithstanding

the foregoing, this provision shall not apply to clearing or removal by the Developer for new construction.

10.1.6 Landscaping: The Developer must approve all landscape plans. The ARB must approve all subsequent material alterations to landscape plans.

10.1.7 Accessory Buildings: No accessory buildings of any kind will be permitted on any Lot.

10.1.8 Construction Phase: During construction of a Residence, the Lot shall be kept in a neat and orderly condition as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse and unsightly debris and/or growth from the Lot. In the event the Homeowners Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner as an Individual Assessment and shall become a lien on the subject Lot.

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

10.1.10 Maintenance of Lots: All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Association. In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance. Provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Lot before such work is performed by the Association. In the event that the Homeowners Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky shall be charged to the Owner and shall become a lien on the subject Lot. Such entry by the Association shall not be deemed a trespass. The Association may also, at the request of any Lot Owner, maintain any undeveloped lots, so as to prevent such undeveloped lots from becoming unsightly as defined herein above. The costs of such work, together with interest thereon at the maximum rate permitted by the laws of the Commonwealth of Kentucky, shall be charged to the Owner and shall become a lien on the subject Lot.

10.1.11 Setbacks: Minimum setback requirements are as follows unless otherwise indicated on the recorded plat: (a) All Lots thirty foot (30') from yard setback from the abutting street. In the case of corner Lots, the intersecting street setback shall be thirty feet (30") and the ARB shall determine the fronting street. (b) Rear yard setbacks shall be generally opposite the front yard, but final determination shall be made by the Developer. (c) The remaining setbacks (other than front yard or rear yard setbacks) shall be five feet (5') on one side and not less than fifteen feet (15') total both sides from each property line. (d) No structure of any kind, including, without limitation, fences higher than four feet (4') shall be permitted in any building setback area, except that air

conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four feet (4') into the setback are and provided further that they are all sited and screened from view in a manner approved by the ARB. (e) The Developer shall have the right to waive minor violations of the setback requirements contained herein if said violation does not exceed fifteen percent (15%) of the required setback. After the Developer has turned over control to the Association, then the Association shall have the right to waive minor setback requirements as are given to the Developer herein. (f) Notwithstanding anything herein to the contrary, the ARB may, when concurred in by the Board of Directors of the Association (before or after transfer of control by Developer) vary the building setback lines recited herein by as much as twenty-five percent (25%). Any such variance shall be evidenced by a certificate of variance or compliance in recordable form.

10.1.12 Fences, Walls and Hedges: The composition, location, and height of any fence, wall or hedge to be constructed on any Lot shall be approved in advance by the ARB. No fence shall be approved on any Lot between the rear of the building constructed thereon and the street in the front of the building. The ARB shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Residence and other fences, if any. Chain link fencing may not be used. Fencing design must accompany the final working drawings submitted to the Developer for any proposed Residence.

10.1.13 Swimming Pools: Any swimming pool to be constructed on any Lot shall be in ground and subject to the requirements of the ARB, which shall include, but not be limited to, the following:(a) Composition to be of material thoroughly tested and accepted by the industry for such construction. (b) Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from the ARB. (c) Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding Residences. (d) Pools may be heated only through methods approved by the ARB.

10.1.14 Driveways: All driveways and parking areas shall be constructed of concrete. Driveways may connect to streets at only two (2) points for each Lot and such connections shall provide continuity of any drainage swale or curb and shall blend into the street payment. No curbside parking areas may be created by extending any portions of street pavement, except as approved by the Association. All driveways shall be approved in advance by the Developer.

10.1.15 Utilities: No utilities may be above ground, including, but not limited to, electric, telephone and cable television. The central water and sewage system provided by Kenton County Sewer and Water District for service of the property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, stream or body of water. No septic tank or drain field shall be allowed on any Lot. Water for irrigation of Lots may be supplied by an underground well located on each Lot, approved by the ARB.

10.1.16 Lot Filling: No Lot may be filled for any reason until the Developer has reviewed and approved the preliminary application for the Residence. The site plan, along with the tree survey and other documents required by the Developer, must clearly delineate the extent of filling.

10.1.17 Lots Bordering on Lakes: Lots bordering on lakes shall be required to provide shoreline gradings, using swale and earthen berm design, to detain a minimum of one inch (1") of surface water runoff from all proposed paved surfaces. Such design shall appear on the landscaping plat for the Lot, and shall be evidenced by grade elevations and profile drawings showing typical

cross sections. A combination of the above alternatives shall be encouraged by the Developer to provide a more natural lake shoreline. Each Owner shall be responsible for providing to the ARB or Developer sedimentation control plans and devices to insure that the development of all Improvements shall not cause filling or damage to the lakes.

10.1.18 Boats: Boats are not permitted to be used on the lakes of the development.

10.1.19 Removal of Water from Lakes: No person shall be permitted to pump or otherwise remove water from the lakes which are a part of the Development. No swimming in the lakes shall be permitted.

10.1.20 Construction Specifications. All Residences shall be constructed with full basements. No slab homes shall be permitted. All Residences shall be wrapped with brick. No bi-level style homes shall be permitted.

10.2 Restrictions on use of Lots: The following restrictions shall apply to all Lots.

10.2.1 Residential Use: All Residences shall be used only as single family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Lot and no business may be conducted on any part thereof, except as specially reserved herein.

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

10.2.3 Residence Graphics: The size and design of all signs, numbering for the Lot, mailboxes and other such materials shall be approved by the ARB and shall display continuity and conformity throughout the development. Except in connection with the development or sales of property by Developer, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Lot or the Homeowners Association Property, without the prior written approval of the ARB, or except as may be required by legal proceedings, it being understood that the ARB will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the ARB reserves the right to restrict size, color, content and location of such signs. No sign shall be nailed or attached to any tree. The ARB shall have the right to adopt reasonable rules regarding signs to be used during construction of Residences, such as Owner identification, name of contractor or architect, etc.

10.2.4 Garbage and Trash Containers: No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be kept within an enclosure which the ARB shall require to be constructed on each Lot.

10.2.5 Antenna and Other Rooftop Accessories: No radio, televisions or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the common property or on the exterior of any Residence (unless installed by Developer or the Association), without the prior written approval of the ARB, except as authorized by the Rules of the Federal Communication Commission. Such approvals may provide for temporary uses, subject to removal upon stated conditions. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the color of the roof and shall be located, whenever possible, so as not to be visible from the street or from neighboring units. Electronically powered ventilators may be used if the roof vents are low profile, blended to the roofing materials and are not visible from the street or from neighboring Lots. Wind driven attic ventilators are prohibited.

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

10.2.7 Parking of Vehicles: No commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of four (4) wheel passenger automobiles and truck and vans not to exceed 3/4 ton, shall be placed, parked or stored outside of an approved garage, except that boats may be stored in driveways for seventy-two (72) hours per week between April 1 and November 1. Vehicles of repairmen, delivery men, or moving vans may be parked at curbside or on the driveways and private parking areas of a Lot for no longer than four (4) hours in a twenty-four (24) hour period. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles on the driveways and private parking areas of a Lot for the duration of their stay. The Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, and to collect the cost thereof from Owners as an Individual Assessment.

10.2.8 Temporary or Permanent Mobile Homes: There shall not be erected, placed, altered or permitted to remain any temporary or permanent, nor may any mobile home be allowed to use such as a dwelling, either temporarily or permanently.

10.2.9 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from adjoining properties without the written approval of the ARB.

10.2.10 Discharging of Firearms: There shall be no discharging of firearms, BB guns, bows, crossbows or other projectile weapons within or upon any Lot are prohibited except by security personnel in the performance of their duties. There shall be no hunting.

10.3 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas. However, dogs, cats and other common household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association, so long as there are no animals bred or kept or maintained for commercial purposes or allowed to run loose at any time.

10.4 Rules and Regulations: No person shall use the Homeowners Association Property, or any Lot, in any manner contrary to, or not in accordance with, such rules and regulations as may be promulgated by the Association.

ARTICLE XI
Termination of Officers

11.1 Directors and Members of the ARB and Members of the Association: Every officer and director of the Association and member of the ARB shall be indemnified by the Association against all expenses and liability, including attorneys' fees incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director or member of the ARB or the Association, whether or not he is an officer, director or member of the ARB or Association at the time such expenses are incurred, except in such cases where the officer, director or member of the ARB or Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon

a settlement by the officer, director or member of the ARB or Association seeking a reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the ARB or Association may be entitled.

ARTICLE XII
General Provisions

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

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

12.2.1 Except as provided herein below, an amendment must obtain the approval of at least eighty percent (80%) of the votes of Members.

12.2.2 This Declaration may be amended by Developer, at any time, for the purpose of subjecting the property described in Exhibit C to the provisions hereof, and for the purpose of complying with the requirements of government authorities and lenders (including FNMA), without the joinder or consent of Owners, the Association, institutional mortgagees, or any other party.

12.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an institutional mortgagee encumbering a Lot, or to affect or impair the rights granted herein to institutional mortgagees, without the written consent thereto by the institutional mortgagee owning and holding the mortgage encumbering the Lot, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

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

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

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

12.5 Enforcement: Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding

at law or in equity against any person's or entities' violation or attempt to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of the Developer, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such owner was in violation of the covenants and restrictions contained herein.

12.6 Developer's Rights: Notwithstanding any other provision in this Declaration to the contrary, Developer is irrevocably empowered to sell, or lease Lots on any terms to any purchasers or lessees, for so long as it owns any property in Steeplechase Subdivision, and subject to the terms of this Declaration. Also, for so long as Developer owns or has any use rights to any property subject to this Declaration, Developer shall have the right to transact any business necessary to consummate sales of property throughout Steeplechase Subdivision including, but not limited to, the right to maintain offices on the Property in locations to be selected by the Developer and Association, to have employees in such offices, to post and display a sign or signs on any Lots owned by Developer or on the Homeowners Association Property; and to use the Homeowners Association Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Steeplechase Subdivision shall not be considered Homeowners Association Property and shall remain the property of the Developer.

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

To the Developer at:
Chase-Reese-Carlisle LLC
519 Enterprise Drive
Crescent Springs, Kentucky 41017

To the Owner at:
The last known address of Owner as appears on the records of the Association at the time of such delivery of mailing;

To the Association at:
11301 Grand National Boulevard
Walton, Kentucky 41094

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

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

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

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

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

12.12 Effective Date: This Declaration shall become effective upon its recordation in the County Clerk's office.

CHASE-REESE-CARLISLE, LLC
a Kentucky Limited Liability Company

By: [signature]
Printed: Timothy R Reese
Its: Member

COMMONWEALTH OF KENTUCKY)
COUNTY OF [illegible])

On this 27th day of October, 2003, before me, a Notary Public in and for the State and County aforesaid, by **CHASE-REESE-CARLISLE, LLC**, a Kentucky Limited Liability Company, by and through Timothy R Reese, its Member and acknowledged to me that it executed the above instrument for the purposes therein mentioned.

[signature]
Notary Public 8-12-06

STEEPLECHASE SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.
a Kentucky Not For Profit Corporation

By: Molly Michelle Knight
Printed: Molly Michelle Knight
President

COMMONWEALTH OF KENTUCKY)
COUNTY OF [illegible])

On this 27th day of October, 2003, before me, a Notary Public in and for the State and County aforesaid, by **Steeplechase Subdivision Homeowners' Association, Inc.**, a Kentucky Not For Profit Corporation, by and through Molly Michelle Knight, its President and acknowledged to me that it executed the above instrument for the purposes therein mentioned.

[signature]
Notary Public 8-12-06

PRESIDENT'S CERTIFICATION

COMMONWEALTH OF KENTUCKY)
COUNTY OF Kenton)

I hereby certify that eighty percent (80%) of the Members of the Association have consented to the Amended and Restated Declaration of Covenants, Conditions and Restrictions.

STEEPLECHASE SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.
a Kentucky Not For Profit Corporation

By: Molly Michelle Knight
Printed: Molly Michelle Knight
President

BOONE COUNTY
MC975 PG 492

Exhibit "A"

PARCEL NO. ONE:

GROUP NO. 3838

Being all of Section 1 of Steeplechase Subdivision as shown on Plat 468-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. TWO:

GROUP NO. 3845

Being all of Section 2 of Steeplechase Subdivision as shown on Plat 471-B of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. THREE:

GROUP NO. 3871

Being all of Section 3 of Steeplechase Subdivision as shown on Plat 483-B of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. FOUR:

GROUP NO. 3936

Being all of Section 4 of Steeplechase Subdivision as shown on Plat 507-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. FIVE:

GROUP NO. 4103

Being all of Section 5 of Steeplechase Subdivision as shown on Plat recorded in Plat Cabinet 3, Page 586 of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. SIX:

GROUP NO. 4162

Being all of Section 6 of Steeplechase Subdivision as shown on Plat recorded in Cabinet 4, Page 32 of the Boone County Clerk's records at Burlington, Kentucky.

ÄÙM

PARCEL NO. SEVEN:

Being all of Section 7 of Steeplechase Subdivision as shown on Plat recorded in Cabinet 4, Page 22 of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NO. EIGHT:

Being all of Section 8 of Steeplechase Subdivision as shown on Plat recorded in Cabinet 4, Page 104 of the Boone County Clerk's records at Burlington, Kentucky.

156784

ÄÙM

EXHIBIT "B"

PARCEL TWO:

GROUP NO.: 3838
PLAT NO.: 468-A

Being all of Lot 25 and the HOA lot, Section 1, Steeplechase Subdivision as shown on Plat 468-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL THREE:

GROUP NO. : 3845
PLAT 471-B

Being all of Lots 34, 35 and 37, Section 2, Steeplechase Subdivision as shown on Plat 471-B of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL FOUR:

GROUP NO.: 3871
PLAT 483-B

Being all of Lots 1, 2, 3 and 4, Section 3, Steeplechase Subdivision as shown on Plat 483-B of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL FIVE:

GROUP NO.: 3936
PLAT 507-A

Being all of Lots 38, 39, 40, 43, 44, 47, 48 100, 101, 103 and 104, Section 4, Steeplechase Subdivision as shown on Plat 507-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL SIX:
GROUP NO.: 3937
PLAT 507-A

Being all of Lots 61, 62, 64, 71, 99 and the HOA Lot, Section 4, Steeplechase Subdivision as shown on Plat 507-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL SEVEN:

GROUP NO.: 3938
PLAT 507-A

Being all of Lots 65, 66, 67 and 73, Section 4, Steeplechase Subdivision as shown on Plat 507-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL EIGHT:

GROUP NO.: 3939
PLAT NO.: 507-A

Being all of Lots 89, 91, 92, 93, 94 and 97, Section 4, Steeplechase Subdivision as shown on Plat 507-A of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL NINE:

GROUP NO.: 4103
PLAT NO.: Cabinet 3, Page 586

Being all of Lots 169 and 170, Section 5, Steeplechase Subdivision as shown on Plat filed in Plat Cabinet 3, Page 586 of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL TEN:

GROUP 4162
PLAT NO.: Cabinet 4, Page 32

Being all of Lots 106, 107, 108, 109, 159 and 160, Section 6, Steeplechase Subdivision as shown on Plat recorded in Plat Cabinet 4, Page 32 of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL ELEVEN:

GROUP NO. 4153
PLAT NO.: Cabinet 4, Page 22

Being all of Lots 180, 188, 191 and 192, Section 7, Steeplechase Subdivision as shown on Plat recorded in Plat Cabinet 4, Page 22 of the Boone County Clerk's records at Burlington, Kentucky.

PARCEL TWELVE:

GROUP 4229
PLAT NO.: Cabinet 4, Page 104

Being all of Lots 240, 241, 243, 244, 246, 247 and 251, Section 8, Steeplechase Subdivision as shown on Plat recorded in Plat Cabinet 4, Page 104 of the Boone County Clerk's records at Burlington, Kentucky.

EXHIBIT "C"

PARCEL ONE:

GROUP NO. 2071

Situated in the County of Boone, Commonwealth of Kentucky and being part of a 187.4634 acre tract conveyed in Deed Book 657, Page 243 of the Boone County Clerk's Records at Burlington and more particularly described as follows:

Begin at a set Mag-nail at the centerline of intersection of Grand National Boulevard and Wooded Knoll Drive as shown on the plat of Steeplechase Subdivision, Section Four and recorded on Plat Slide 507A; thence with the centerline of Grand National Boulevard along a curve to the left having a radius of 563.50 feet, an arc length of 41.95 feet, a chord bearing South 46° 06'21" West, and a chord length of 41.94 feet; thence leaving said centerline North 46° 01'37" West, 21.50 feet to a point in the existing west right-of-way of Grand National Boulevard and the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING and with the existing west right-of-way of Grand National Boulevard, the same being the West line of the above mentioned Section Four along a curve to the left having a radius of 585.00 feet, an arc length of 838.97 feet, a chord bearing South 02° 53'17" West and a chord length of 768.90 feet;

thence South 38° 11'48" East, 180.88 feet;

thence along a curve to the right having a radius of 12.50 feet, an arc length of 19.63 feet, a chord bearing of South 06° 48'12" West, and a chord length of 17.68 feet;

thence South 38°11'48" East, 50.00 feet;

thence along a curve to the right having a radius of 12.50 feet, an arc length of 19.63 feet, a chord bearing of South 83°11'49" East, and a chord length of 17.68 feet;

thence, leaving the West line of Section Four and beginning with the West line of Section Seven as recorded on Plat Cabinet 4, Page 22, and continuing with said existing West right-of-way of Grand National Boulevard, South 38°11'48" East, 7.50 feet;

thence along a curve to the right having a radius of 478.50 feet, an arc length of 45.58 feet, a chord bearing of South 35°28'03" East, and a chord length of 45.57 feet;

thence South 32°44'18" East, 375.64 feet;

thence along a curve to the right having a radius of 228.50 feet, an arc length of 69.15 feet, a chord bearing of South 24°04'07" East, and a chord length of 68.89 feet;

thence along a curve to the right having a radius of 478.50 feet, an arc length of 95.96 feet, a chord bearing of South 09° 39'15"East, and a chord length of 95.79 feet;

thence South 03°54'33" East, 138.09 feet;

thence leaving said west right-of-way and with the South line of said Section Seven, North 86°05'27" East 180.22 feet;

thence North 60°27'58" East, 135.52 feet;

thence North 83°38'36" East, 84.98 feet;

thence South 77°03'36" East, 50.00 feet;

thence North 12°56'24" East, 17.83 feet;

thence along a curve to the left having a radius of 275.00 feet, an arc length of 33.97 feet, a chord bearing of North 09°24'06" East, and a chord length of 33.94 feet;

thence South 84°08'12" East, 152.37 feet;

thence North 10°47'45" East, 83.08 feet to a point in the existing South right-of-way of Winchester Drive;

thence with said South right-of-way South 79°12'15" East, passing the common corner of Section Seven and Section Eight at 20.01 feet a total distance of 125.00 feet;

thence with the South line of Section Eight Plat Cabinet ___, Page____ along a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of South 34° 12'15" East, and a chord length of 28.28 feet;

thence South 79°12'15" East, 50.00 feet;

thence along a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of North 55°47'45" East, and a chord length of 28.28 feet;

thence South 79°12'15" East, 30.01 feet;

thence along a curve to the left having a radius of 2025.00 feet, an arc length of 206.03 feet, a chord bearing of South 82°07'08" East, and a chord length of 205.94 feet;

thence along a curve to the right having a radius of 20.00 feet, an arc length of 30.98 feet, a chord bearing of South 40°39'50" East, and a chord length of 27.97 feet;

thence South 86°17'40" East, 50.00 feet;

thence along a curve to the right having a radius of 20.00 feet, an arc length of 30.98 feet, a chord bearing of North 48°04'31" East, and a chord length of 27.97 feet;
thence along a curve to the left having a radius of 2025.00 feet, an arc length of 67.11 feet, a chord bearing of South 88°30'17" East, and a chord length of 67.11 feet;

thence South 89°27'15" East, 118.67 feet;

thence along a curve to the right having a radius of 75.00 feet, an arc length of 113.41 feet, a chord bearing of South 46°08'11" East, and a chord length of 102.91 feet;

thence South 02°49'06" East, 5.08 feet;

thence leaving said South right-of-way line North 87°10'54" East, 245.41 feet, to the West Limited Access right-of-way of Interstate 75;

thence leaving said South line of Section Eight and with said West Limited Access right-of-way of Interstate 75, South 02°49'06" East, 346.43 feet;

thence South 87°10'54" West, 50.00 feet;

thence South 02°49'06" East, 269.00 feet;

thence South 36°51'51" East, 89.31 feet;

thence South 02°49'06" East, 196.80 feet;

thence leaving said West Limited Access right-of-way, and with the North line Raymond L. Buse, Jr. (D. B. 226, Pg. 97 and D. B. 226, Page 256), South 83°33'04" West, 1427.74 feet to a found iron pin;

thence along the East line of Richwood Country Estates, Section Three (P.B. 14, Pg. 20), North 20°48'00" East, 251.19 feet to a found iron pin;

thence along the North line of said Richwood Country Estates, North 69°08'00" West, 198.61 feet a found iron pin;

thence North 69°34'15" West, 200.51 feet to a found iron pin;

thence North 68°57'52" West, 199.91 feet to a found iron pin;

thence North 69°06'51" West, 485.06 feet to a found iron pin;

thence North 68°21'00" West, 193.93 feet to a found iron pin;

thence along the East line of Richwood Country Estates, Section Two (P.B. 12, Pg. 41), North 07°34'35"East 124.06 feet;

thence along the East line of Richwood Country Estates, Section One (P. B. 12, Pg. 40), North 07°57'40" East 418.30 feet; to a found pin.

thence North 07° 40'00" East, 530.08 feet to a found iron pin;

thence North 07°41'00" East, 746.77 feet;

thence with the East line of J. T. Development, LLC (D.B. 619, Pg. 48), North 07°48'31" East, 245.06 feet

thence with the South line of Steeplechase Section Four, Plat Slide 507A, South 82°11'29" East, 79.34 feet

thence South 41°45'41" East, meeting the South right-of-way line of wooded Knoll Drive at 51.31 feet a total distance of 104.22 feet;

thence with said South right-of -way along a curve to the right having a radius of 20.00 feet, an arc length of 29.93, a chord bearing of South 01°06'21" West, and a chord length of 27.21 feet to the TRUE POINT OF BEGINNING.

Containing 60.347 acres of land and subject to all easements and rights-of-way of record. The reference meridian of record is Plat Slide 507A.

The above description was prepared from a survey made on March 27, 1997 under the direction of Chris R. Gephart, Licensed Professional Land Surveyor #3292 in the Commonwealth of Kentucky.

PARCEL THIRTEEN:

GROUP NO. 2071

Situated in Boone County, Commonwealth of Kentucky, and being part of the property conveyed to Steeplechase Builders, LLC (Deed Book 657, Page 239), lying on the South side of Richwood Road (S.R. #338) and being more particularly described as follows:

Begin at the Northeast corner of Steeplechase Subdivision, Section 6 as recorded on Plat Cabinet 4, Slide 32 of the Boone County Clerk's Records at Burlington, said corner also being the TRUE POINT OF BEGINNING:

thence with a new division line through the lands of said Steeplechase Builders, LLC North 87° 10'54"East, 663.00 feet to a set iron pin in the East line of said Steeplechase Builders, LLC and the West Limited Access Right-Of-Way of I-75;

thence with said East line and West Limited Access Right-Of-Way of I-75 South 02° 49'06" East, 833.82 feet to a set iron pin;

thence South 87° 10'45" West, 20.00 feet to a set iron pin;

thence South 02°49'06" East, 202.50 feet to a set iron pin;

thence leaving said East line and with a new division line through the lands of said Steeplechase Builders, LLC South 87° 10'54" West, 200.00 feet to a set iron pin.

thence North 13°50'53" West, 50.00 feet to a set iron pin;

thence North 37° 06'38" West, 61.27 feet to a set iron pin;

thence South 84° 59'02" West, 39.50 feet to a set iron pin;

thence South 04° 57'38" West, 50.42 feet to a set iron pin;

thence South 70° 02'55" West, 155.76 feet to a set iron pin;

thence North 86°15'03" West, 210.25 feet to a set iron pin;

thence North 69°52'20" West, 152.54 feet to a set iron pin;

thence North 16° 52'04" West, 107.07 feet to a set iron pin in the East line of Steeplechase Subdivision Section 5 as shown on Plat Slide 565B of the Boone County Clerk's Records at Burlington.

thence with said East line North 16° 00'03" East, 50.81 feet to a set iron pin;

thence North 87° 10'54" East, 155.18 feet to a set iron pin;

thence with the East line of said Steeplechase Subdivision Section 5 ad Section 6 North 02° 49'06" West, 798.50 feet to the TRUE POINT OF BEGINNING.

Containing 16.024 acres of land and subject to all easements and rights-of-way of record.

All set iron pins are 5/8" x 30" with a plastic cap stamped 3275, 3292, 2916, 3387 unless otherwise noted. The reference meridian of record is Plat Slide 507A.

The above description was prepared from a survey made on March 27, 1997 under the direction of Chris R. Gephart, Licensed Professional Land Surveyor #3292 in the Commonwealth of Kentucky.

PARCEL FOURTEEN:

GROUP NO.: 2071

All of the remaining 187.4634 acre tract described in Deed Book 657, Page 239 after excepting Sections 1, 2, 3, 4, 5, 6, 7 and 8 of Steeplechase Subdivision and the 32.6610 acre parcel known as the Reserve at Steeplechase and more fully described in Mortgage Book 2237, Page 512 which descriptions are incorporated herein by reference.

THIS INSTRUMENT PREPARED BY:

JAMES G. WOLTERMANN
ADAMS, STEPNER, WOLTERMANN
& DUSING, P.L.L.C
40 W. PIKE STREET
COVINGTON, KENTUCKY 41011
(606) 291-7270

DOCUMENT NO: 205002
RECORDED ON: OCTOBER 29,2003 09:41:00AM
TOTAL FEES: $63.00
GROUP : 3838
COUNTY CLERK: MARILYN K ROUSE
COUNTY: BOONE COUNTY CLERK
DEPUTY CLERK: BARBARA

BOOK MC975 PAGES 472 - 501