

**MODIFICATION OF DECLARATION OF EASEMENTS AND RESTRICTIONS**

THIS MODIFICATION OF DECLARATION OF EASEMENTS AND RESTRICTIONS is made and entered into on this 24 day of October, 2012, by **Fox Chase, LLC**, a Kentucky limited liability company, (hereinafter referred to as "Developer") with respect to certain real property located in Wayne County, Kentucky and known as Fox Chase Estates Phase I (hereinafter referred to as the "Development").

WITNESSETH:

WHEREAS, the Developer is the owner of the development in Wayne County, Kentucky, by deed dated March 6, 2007 and of record in Deed Book 321, page 402 and more particularly described and shown on the plat of record in Plat Cabinet B, Slide 137 (Phase 1) in the Wayne County Court Clerk's Office and also shown on the plat of record in Plat Cabinet B, Slide 299 (Phase 1) in the Wayne County Court Clerk's Office;

WHEREAS, there is a Declaration of Easements and Restrictions of record in Deed Book 326 page 793 in the Wayne County Court Clerk's Office that pertains to the development;

WHEREAS, the Developer now wishes to modify and amend the Declaration of Easements and Restrictions of record in Deed Book 326, page 793 in the Wayne County Court Clerk's Office;

WHEREAS, as of the date of the execution of this Modification of Declaration of Easements and Restrictions, the Developer is the owner of more than seventy five percent (75%) of the lots in Fox Chase Estates, Phase I, as shown in Plat Cabinet B, Slide 137 and Plat Cabinet B, Slide 299 in the Wayne County Court Clerk's Office, and Developer now wishes to alter, modify and amend the Declaration of Easements and Restrictions of record in Deed Book 326 page 793 pursuant to Item XIX of the Declaration of Easements and Restrictions in Deed Book 326 page 793;

WHEREAS, these alterations, modifications and amendments shall only pertain to the lots now owned by Developer, as of the date of the Execution of this Modification of Declaration of Easements and Restrictions, that are located within Phase I of Fox Chase Estates, which is described and shown in Plat Cabinet B, Slide 137 and Plat Cabinet B, Slide 299 of record in the Wayne County Court Clerk's Office;

WHEREAS, this Modification of Declaration of Easements and Restrictions does not pertain to any lots in Fox Chase Estates Phase I that have previously been sold by Fox Chase, LLC prior to the date of the execution of this Modification of Declaration of Easements and Restrictions; therefore, those lots, previously sold in Fox Chase Estates Phase I, shall continue to be governed and controlled by the Declaration of Easements and Restrictions which is of record in Deed Book 326 page 793 in the Wayne County Court Clerk's Office and by any other easements and restrictions, of record in the Wayne County Clerk's Office as specified in the purchaser's deed of conveyance;

WHEREAS, the Developer wishes to establish a general plan to develop lots for use and occupancy as a residential subdivision; and

WHEREAS, in the effort to maintain uniformity in said use and occupancy, the Developer desires to create restrictive covenants and create easements and restrictions as to the lots in the development;

NOW THEREFORE, the Developer does hereby create, establish, grant and convey the following covenants, easements and restrictions as to the use and occupancy of all lots owned by Fox Chase, LLC and located in Fox Chase Estates, Phase I and said lots are shown of record in Plat Cabinet B, Slide 137 and Plat Cabinet B, Slide 299 in the Wayne County Court Clerk's Office and said lots shall henceforth be held, transferred, sold and conveyed subject to the following:

I. PRIMARY USE RESTRICTIONS:

a) No use shall be made of any lot except for single-family residential purposes and no more than one residence shall be constructed upon any lot.

b) Wherever the term "lot" is used in these restrictions, the same shall mean the parcel designated as a certain lot deeded and if a lot and a portion of another lot has been deeded, the entire parcel shall be considered as a lot.

c) No trailer, basement or tent or other temporary structure located or erected on any lot, or part thereof, shall be used as a residence, either temporary or permanently.

d) No noxious or offensive trade activity shall be conducted or carried out on any lot.

e) No outside television/radio antennas can be constructed. Satellite dishes can be maintained on any lot so as not to distract from the aesthetic appearance of the lot when viewed from any vantage point.

f) No tree shall be cut from any lot unless it is deteriorating, without developer approval or if it is a threat to public safety.

g) No pets, other than the traditional domestic animals, shall be housed or kept on any lot. No recreational animals shall be housed or kept on any lot. No pets or animals shall be kept on lots for any commercial purposes. No commercial kennels of any kind permitted. Pets shall always be under the control of the owner and adhere to all local, state and federal laws and regulations. Pets shall be kept only in such numbers as is reasonable, safe and sanitary.

h) Any propane tank must be buried or fenced and not be visible.

II. APPROVAL OF CONSTRUCTION PLANS:

a) No residence or other structures shall be constructed closer than forty (40) feet from the right-of-way line for which any house faces and no closer than the respective set back lines for each lot. Set back lines can be waived by Developer in writing. No construction shall be made closer than 10 feet from the sidelines of any lot, excluding overhangs, with the exception of easements for utility lines and driveways, which may affect said lots. Respective lot owners shall be responsible for obtaining surveys to determine if any set back lines for said lot have been violated during construction of dwelling and accessory buildings.

b) Developer may establish the building lines on any unsold lot, in its sole discretion, where not in conflict with applicable zoning regulations. Additional phases and setbacks are to be on plats and in deed restrictions. The Developer has the right to waive setbacks in violation of the restriction and to also waive the roof pitch.

III. RESIDENTIAL STRUCTURES RESTRICTIONS

a) The minimum required square footage for the primary permanent residential structure for all lots in the development still owned by developers as of the date of this execution of this Modification, except for the below lots referenced in III(b), shall be:

1) Ranch-style homes: A total minimum of 1800 square feet of livable space

2) One and one-half (1½) story homes: A total minimum of 1400 square feet of livable space on the first floor, with a total minimum of 2200 square feet

3) Two (2) story homes: A total minimum of 1300 square feet square feet of livable space on the first floor, with a total minimum of 2600 square feet

b) The minimum required square footage for Lots 9, 11, 14, 15, 16, 17, 34, 35, 48, 58, 60, 62, 65, 66 and 67 shall be:

1) Ranch-style homes: A total minimum of 1500 square feet of livable space

2) One and one-half (1½) story homes: A total minimum of 1400 square feet of livable space on the first floor, with a total minimum of 2000 square feet

3) Two (2) story homes: A total minimum of 1000 square feet square feet of livable space on the first floor, with a total minimum of 2000 square feet

4) Tri- Level/Bi-Level/Split Foyer homes: A minimum of 1800 square feet of livable space above grade

5) Provision III(d), as listed below, which pertains to a to 10% variance shall not apply to the lots listed above in III(b)

The Lots listed in III(a) and III(b) above shall be subject to this Modification of Declaration of Easements and Restrictions and may or may not also be subject to easements and restrictions that appear of record for Green Hills Estates in Plat Book 1, Page 61, Plat Book 5, page 2, Plat Book 5, page 3, Plat Book 6, Page 4 and Plat Book 5, Page 5 all of record in the Wayne County Court Clerk's Office.

c) In calculating total square footage of livable space, finished basements, garages and open porches shall not be included.

d) The Developer may, in its exclusive discretion, grant a variance of up to ten percent (10%) of the minimum square footage requirements in the event the Developer deems it appropriate. Basis for appropriateness will be:

1) Landscaping

2) Construction cost or construction quality

e) All garages shall be rear or side entry attached garages. Any other garage entry must be approved by the Developer in writing and in its sole discretion.

IV. BUILDING MATERIALS

a) The dwelling house erected on each lot shall be so constructed that all of the exterior walls shall be a minimum of 2/3 brick or stone, provided, however, other materials may be used with the written consent of the developer or by Homeowner's Association, if formed. The remaining 1/3 exterior walls shall be brick, stone, western cedar, redwood, cypress, high quality aluminum siding, vinyl siding, coated wood or dryvit, or a combination thereof.

b) All exterior materials shall be extended to the finished grade.

c) All retaining walls to be constructed or surfaced with brick or stone above grade level. Provided, however, other materials may be used with written permission of Developer, or by Homeowner's Association, if formed.

d) No exterior construction, including foundation, shall incorporate used lumber, imitation brick, siding, or stucco, except for decorative purposes.

e) No out buildings or sheds may be constructed or placed on any lot, except those constructed of the same materials and of the same quality as the main residence.

f) All exterior structures shall be erected in the area from the rear of the residence to the back property line only.

g) Said accessory buildings shall have exterior walls no higher than 12 feet at the side walls.

V. LANDSCAPE AND MAINTENANCE DURING CONSTRUCTION

a) Every lot owner shall have the responsibility of keeping his/her lot in reasonably good appearance, mowed and clean prior to construction.

b) During construction the builder will be responsible for the following: all debris, including, but not limited to trees, branches, trimmings, clippings, rocks, and roots resulting from the clearing of a lot shall be promptly removed from the Development. If such debris is not promptly removed the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

c) No construction material, equipment or debris shall be placed on any other lot or the parent farm tract. These items may be placed on the lot on which construction is taking place only during construction. Additionally, run off and erosion shall be controlled on site during constructions while the site is disturbed. The KY Erosion Prevention and Sediment Control Field Guide from The KY Division of Water will be used.

d) Individual lot owners shall be responsible for cleaning roadways in front and or adjacent to their respective lots during the construction, and all owners, builders, contractors, tradespersons, and material suppliers shall use the construction entrance on Green Hill Park Drive for ingress and egress to said lots during the construction of any dwellings on lots in said subdivision, for the moving of equipment and delivering materials and supplies to the building site.

VI. CONSTRUCTION DEADLINE:

a) All residences shall be completed within one year after construction begins.

VII. PERMANENT LANDSCAPING AND FENCING RESTRICTIONS:

a) Landscaping shall be completed within 120 days of occupancy of the residence unless otherwise approved by the developer.

b) All front and side yards must be completely sowed or sodded prior to occupancy.

c) Plants or shrubs harmful to livestock will not be planted within fifty feet of the rear yard fence. Lots sharing a side yard fence with any farm entity will not plant shrubs or plants harmful to livestock within twenty (20) feet of the shared fence line.

d) No debris, branches, grasses, trimmings, clippings, rocks, table scraps, vegetables, fruits, trash, or garbage will be allowed to be thrown or disposed of on neighboring property.

e) Lot owners shall maintain their yards, hedges, plants, and shrubs in a neat and trimmed condition.

VIII. VEHICLE RESTRICTIONS:

a) No trailer, truck, commercial vehicle, camping vehicle, motor home, farm vehicle or implement, or boat shall be parked or kept on any lot at any time unless said vehicle is housed in a garage or basement.

b) No inoperable motor vehicle shall be parked on any lot unless housed in the garage.

c) No inoperable motor vehicle shall be parked on any street in the development for a period in excess of twenty-four (24) hours.

d) Any and all routine vehicle maintenance shall be conducted within close proximity to the garage entrance. No such routine maintenance will be permitted on residential streets.

IX. DISPOSAL OF TRASH:

a) Lot owners are responsible for garbage ad trash removal.

b) Lot owners will attain and maintain suitable sanitary containers for waste and garbage. Said containers will not be left out any longer than overnight.

c) No vacant lot shall accrue trash, rubbish, or debris at any time. Dumping of said materials on any lot or the farm's parent tract is strictly prohibited.

d) Developer reserves the right to remove trash from lots at the expense of the owner of the lot and/or at the expense of the individual who violates this section.

X. FIREWOOD STOCKPILES:

a) Firewood stockpiles are allowed only for lot owners' usage. Firewood stockpiles shall be placed so as not to detract from the aesthetic appearance of the lot when viewed from any vantage point. In no event shall firewood be stockpiled within five feet of any adjoining owner.

b) Stockpiles are to be guarded against becoming a safety hazard. Whether a hazard exists will be determined by the local Fire Department.

XI. APPURTENANCES, IMPROVEMENTS AND OTHER STRUCTURES:

The following requirements are applicable to such appurtenances, improvements and other permanent structures:

a) All dwellings are to have an asphalt or concrete driveway, which are to be completed in their entirety before the residences is occupied. All secondary driveways constructed shall be of asphalt or concrete construction.

b) Culverts under all driveways shall be consistent with the requirements set forth in relevant construction codes and ordinances.

c) Septic system and drainage: All property owners shall be responsible for installing septic tanks and drainage fields for any dwelling. The installment of these systems will comply with local and state health department guidelines and regulations.

d) All fences shall be constructed of commercial materials intended for the purpose of fencing or shall be made of wood and shall be kept in good repair. Fences are to be constructed from the rear of the dwelling to the back lot line.

e) Signs: No signs shall be displayed on any lot, with the exception of a "For Sale" or a "For Rent" sign. These signs shall not be greater than four (4) feet. All other signs will need to be deemed necessary by the Developer.

f) Clothesline: No permanent outside clothesline shall be erected or placed on any lot. Temporary clotheslines shall be placed so as not to distract from the aesthetic appearance of the lot when viewed from any vantage point.

g) Pools. No above ground swimming pools shall be permitted.

XII. UTILITY AND DRAINAGE EASEMENTS:

a) Easements for installation and maintenance of electric, water, gas, TV cable and drainage easement may be reserved over lots in the development by deed or as shown on the recorded plat.

b) Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement. The easement are of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XIII. ZONE CHANGES:

a) No zone change for this property shall be applied for without the prior approval of the Developer and the parent tract owner.

XIV. MINING AND DRILLING:

a) No mining or quarry activities of any type or nature whatsoever shall be permitted on any lot.

b) There shall be no drilling of any type or nature whatsoever upon any lot unless approved by the Developer.

c) All mineral rights are reserved with the parent tract.

XV. RESERVATION RIGHTS BY THE DEVELOPER:

Anything in the declaration to the contrary notwithstanding, the Developer reserves unto itself, and its successors and assigns, the sole, exclusive and unrestricted rights to:

a) Impose general restrictions, rules and regulations pertaining to use and occupancy of any common area.

b) Grant easements to public utilities and others within and upon common areas and any lots owned by the Developer.

c) Dedicate the street and right-of-way or portion thereof to public use.

d) Transfer, assign or convey to the Development's Homeowners' Association any property, rights, duties or obligations reserved by or granted to the Developer herein whereupon the Development's Homeowners' Association shall thereafter be the sole party with responsibility thereof.

XVI. SEVERABILITY OF PROVISIONS:

Invalidation of any one of these provisions by judgment or other court order shall not affect any other provisions which shall remain in full force and effect.

XVII. RESTRICTIONS RUN WITH THE LAND:

Unless cancelled, altered or amended under the provisions of this document, these covenants, easements and restrictions are to run with the land and shall be binding on all parties. These restrictions may be cancelled, altered or amended at any time, only by execution of an appropriate instrument by the record owner(s) of no less than seventy-five percent (75%) of the lots subject to these restrictions, which include the Developer for those lots, or may be executed solely by the Developer so long as it owns more than seventy-five (75%) of the total number of lots in Development. Provided, however that for so long as the Developer owns any lot in the Development, the Development must join in any such instrument for the same to be effective, irrespective of the percentage of other owners joining therein. This instrument shall not take effect until it is recorded in the Wayne County Clerk's Office.

Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or of the right to seek enforcement of these restrictions.

XVIII. GENERAL:

a) The several approval rights retained by the Developer in this instrument may be assigned in whole or in part to any person or association. If the Developer ceases to exist as a legal entity without formally assigning its approval rights, those approval rights shall be deemed assigned to the Development's Homeowners' Association.

b) Wherever in this instrument a lot owner has an affirmative obligation to take or not to take some action with the approval of the Developer, and the lot owner violates any of those requirements, the Developer may notify the lot owner of the violation. If the lot owner has not complied with the Developer's notification to correct the violation with thirty (30) days, the

Developer shall have the right to re-enter to correct the violations, and the cost of correcting such violation shall be paid by the lot owner to the Developer on demand. To secure payment of the obligation by the lot owner, the Developer shall have a lien on such owner's lot, which lien shall be equal in priority to and enforceable in the same manner as the lien provided for in Homeowner's Association by-laws.

c) The Developer reserves the right to add real estate to the Development without limitations or restrictions.

d) The Developer further reserves the right to convey ownership of any and/or all common area to the Homeowners Association or other parties without limitation or restrictions. These restrictions apply to Phase 1 Fox Chase Development only.

e) All lots in Phase I of Fox Chase Estates which were once a part of and originated from Green Hills Estates shall still be subject to the easements and restrictions that appear of record for Green Hills Estates in Plat Book 1, Page 61, Plat Book 5, page 2, Plat Book 5, page 3, Plat Book 6, Page 4 and Plat Book 5, Page 5 all of record in the Wayne County Court Clerk's Office.

IN WITNESS WHEREOF, the Developer has executed this Modification of Declaration of Easements and Restrictions on this date first above written.

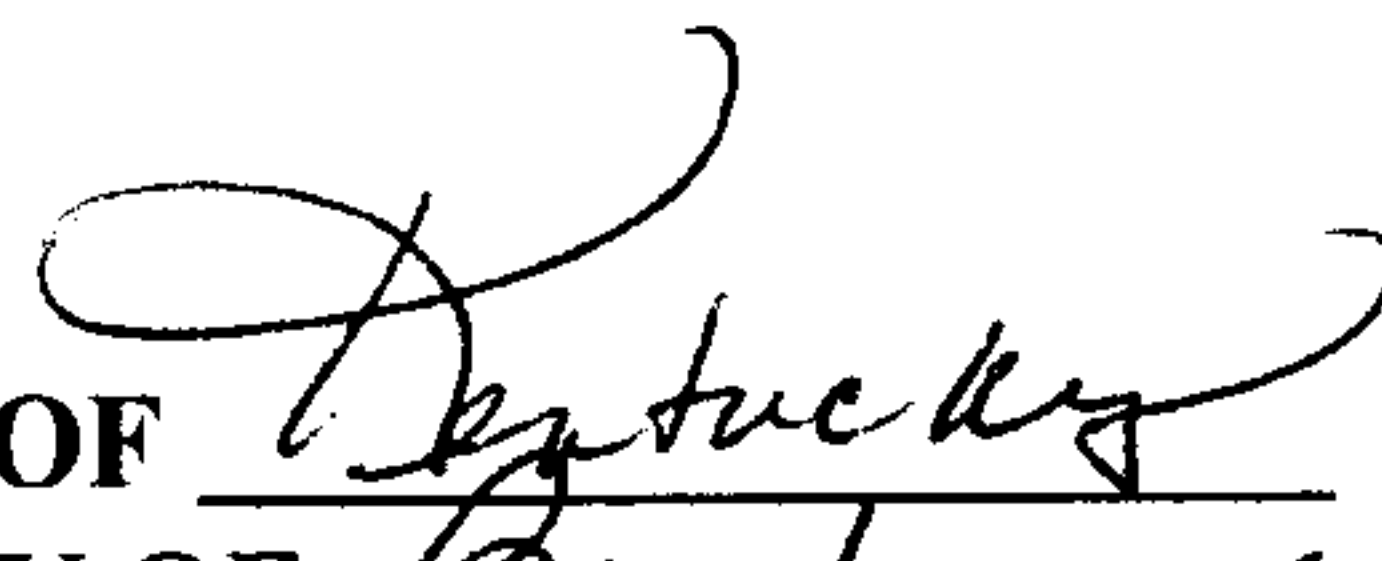
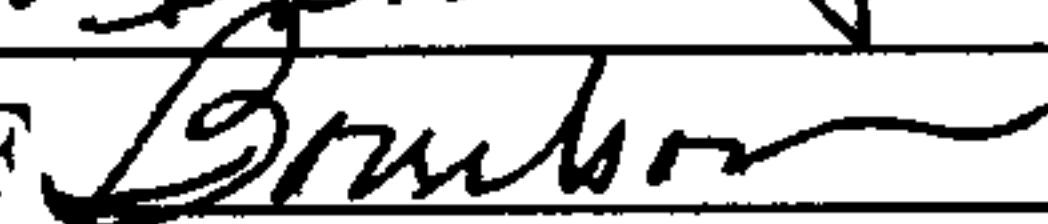
FOX CHASE, LLC

BY: 

KEN ISAACS, MANAGING MEMBER

BY: 

MARY ISAACS, MANAGING MEMBER

STATE OF 
COUNTY OF 

The foregoing **Modification of Declaration of Easements and Restrictions** was signed, acknowledged, subscribed and sworn to before me by **Fox Chase, LLC** acting by and through **Ken Isaacs, Managing Member**, on this 24 day of October, 2012.


NOTARY PUBLIC

My Comm. Expires: 2/3/13

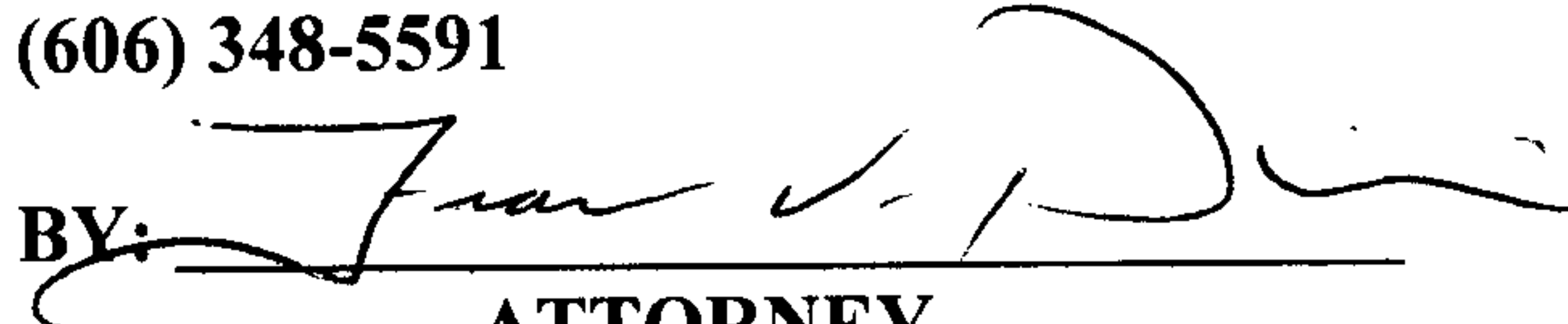
STATE OF Kentucky
COUNTY OF Bourbon

The foregoing **Modification of Easements and Restrictions** was signed, acknowledged, subscribed and sworn to before me by **Fox Chase, LLC** acting by and through **Mary Isaacs, Managing Member**, on this 24 day of October, 2012.

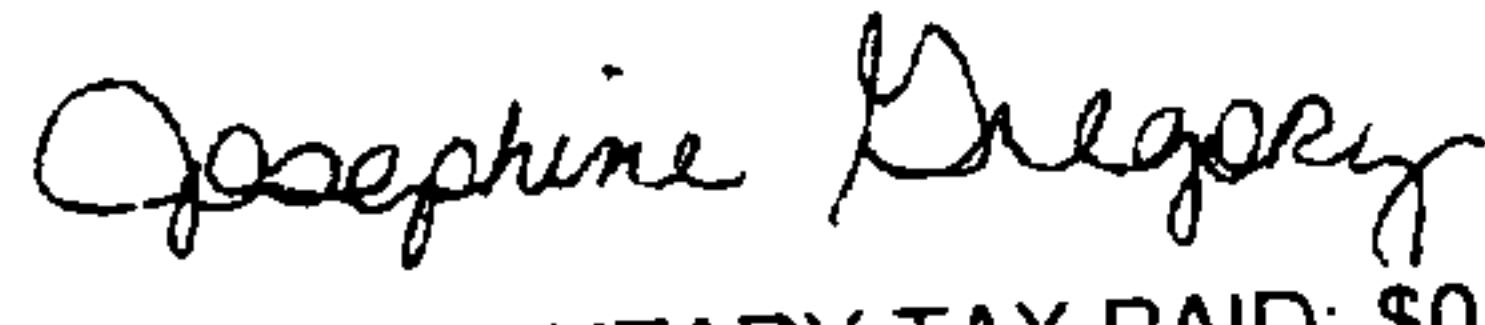

NOTARY PUBLIC

My Comm. Expires: 2/3/13

**THIS INSTRUMENT PREPARED BY:
PHILLIPS & PHILLIPS ATTORNEYS
P.O. BOX 391
MONTICELLO, KENTUCKY
(606) 348-5591**

BY: 
ATTORNEY

Filed: 10/25/2012 01:51:07 PM
Josephine Gregory, County Clerk
Wayne County, KY


DOCUMENTARY TAX PAID: \$0.00