

IN WITNESS WHEREOF, Developer has caused these Restrictions to be executed by its duly authorized officer this the 14 day of October, 1986.

HEILBRON AND ASSOCIATES, INC.

Thomas H. Heilbron

By: THOMAS H. HEILBRON
President

The foregoing instrument was acknowledged before me by Thomas H. Heilbron, President of Heilbron and Associates, Inc., a Kentucky Corporation, on behalf of said corporation this 14 October, 1986.

My Commission Expires: 12-1-87

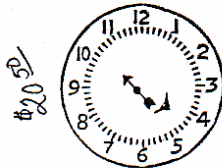
J. B. Murphy
Notary Public *State of Ky.*

Prepared by:
J. B. Murphy
J. B. Murphy
Attorney
300 First Federal Plaza
Lexington, Ky 40507

STATE OF KENTUCKY }
COUNTY OF JESSAMINE }

I, MILDRED H. WILLIAMS, CLERK OF JESSAMINE COUNTY COURT, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED IN MY OFFICE FOR RECORD, AT 3:51 P.M. ON DAY OF October 15, 1986.
Mildred H. Williams CLERK
BY: *Johnetta P. Ogden* D.C.

OCT 15 '86 PM



MILDRED H. WILLIAMS
JESSAMINE COUNTY CLERK
FILED

See Assignment of Restrictive Covenants

Deed Book 381

page 312

3/23/98 BLD, de

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BOOK 218 PAGE 195

RESTRICTIONS
FOR
THE CHAMPIONS SUBDIVISION

OCTOBER 10, 1986

RESTRICTIONS
FOR
THE CHAMPIONS SUBDIVISION

OCTOBER 10, 1986

Mailed - Thomas H. Hellron
1608 Harrodsburg Rd.
Lexington, Ky. 40507
Attn. Lyda
10/24/86 Jdc

See Assignment of Restrictive Covenants
Deed Book 381

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page 312

3/23/98 BLD, de

BOOK 218 PAGE 195

RESTRICTIONS
FOR
THE CHAMPIONS SUBDIVISION

Mailed - Thomas H. Hellron
1608 Harrodsburg Rd.
Lexington, Ky. 40507
Attn. Lyda
10/27/86 Jdc

OCTOBER 10, 1986

RESTRICTIONS
FOR
THE CHAMPIONS SUBDIVISIONTABLE OF CONTENTS

	<u>Page Number</u>
I. APPROVAL OF PLANS	
1.01 Procedure and Content	1
1.02 Basis of Approval	2
1.03 Failure to Approve or Disapprove	2
1.04 Liability Relating to Approvals	2
II. BUILDING AND SITE REGULATIONS	
2.01 Land Use	2
2.02 Materials	2
2.03 Dwelling Size	2
2.04 Commencement of Construction	3
2.05 Construction of Driveways and Headwalls	3
2.06 Drainage and Grading	3
2.07 Septic Drainage Systems	3
2.08 Underground Utilities	3
2.09 Landscaping	3
2.10 Refuse Containers and Screening	4
III. MAINTENANCE REQUIREMENTS	
3.01 Maintenance of Roadway	4
3.02 Maintenance of Lots and Buildings	4
3.03 Nuisances	4
IV. GENERAL RESTRICTIONS	
4.01 Animals	4
4.02 Trucks/Recreational Vehicles	5
4.03 Temporary or Permanent Mobile Homes	5
4.04 Fences	5
4.05 Mailboxes	5
4.06 Antennas	5
4.07 Signs	5
4.08 Business/Home Occupations	5
4.09 Hobbies	5
4.10 Storage Tanks and Pools	5
4.11 Firearms	5
4.12 Clotheslines	6
4.13 Gardens	6
4.14 Parking	6
V. THE CHAMPIONS GOLF COURSE	
5.01 Easements	6
5.02 Interference with Play on Golf Course	6
5.03 Lake Usage and Control	6
5.04 Cooperation with Homeowner's Association	7

	<u>Page Number</u>
VI. HOMEOWNER'S ASSOCIATION	
6.01 Membership	7
6.02 Purpose of Association	7
6.03 Assessments	7
6.04 Informal Action by Association or Board	7
6.05 Renting	8
VII. GENERAL PROVISIONS	
7.01 Minimum Building Lot	8
7.02 Resubdivision	8
7.03 Duration and Amendments	8
7.04 Severability	8
7.05 Enforcement	8
7.06 Notices	8
7.07 Solicitations	8
7.08 Entry Onto Property	9
7.09 Mining	9
7.10 Interpretation	9
7.11 Paragraph Headings	9
7.12 Waiver of Notice	9
7.13 Access	9
VIII. OTHER BENEFITED PROPERTY OWNERS	9

BOOK 218 PAGE 198 RESTRICTIONS
FOR
THE CHAMPIONS SUBDIVISION

As shown by plat of record in plat cabinet 3,
slide 128 in the Jessamine County Clerk's Office.

WHEREAS, HEILBRON AND ASSOCIATES, INC., hereinafter called "Developer," having its principal office located at 1608 Harrodsburg Road, Lexington, Kentucky, 40504 is the owner and developer of the property hereinafter described, and

WHEREAS, in the beneficial interests of the Developer and future owners of such real property, it is desirable to subject such real property to, and impose upon the present and future owners thereof, their heirs, personal representatives, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvement, and maintenance of the aforesaid real property, in order to

- a) cause the construction of residences and improvements to have an exterior scale, design quality, color and appearance which will be harmonious with other residences and golf course and enhance the aesthetic appearance and value of the Lots and residences; and
- b) prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable use, development and maintenance of said Lots.

WHEREAS, the Developer desires to reserve for itself, its successors and assigns the sole discretion to review and approve certain aspects of the plans and specifications for the improvement of the Lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes,

THEREFORE, Developer does hereby make, constitute and establish the following covenants, conditions and restrictions as to the development, use and occupancy of all Lots in The Champions Subdivision, Jessamine County, Kentucky, a plat of which appears of record in Plat Cabinet 3, Slide 128, in the Jessamine County Court Clerk's Office.

E-3 MMD 144

I. APPROVAL OF PLANS

1.01 Procedure and Content: No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action shall commence on any lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person, committee, or association to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications, (one set to remain in the possession of the Developer, the other to be signed and returned to property owner), showing at least the following: (1) existing and proposed land contours and grades, (2) all buildings, access drives, and other improvements and improved areas, and the locations thereof on the site; (3) rear, front and side elevations and floor plans, (4) color of all exterior trim, brick, roof and other components, (5) all landscaping materials and locations including existing and proposed trees, planting areas and exterior ornamentation, (6) exterior lighting plans, (7) walls and fences, (8) patios, decks, pools and porches, (9) parking areas, (10) mailboxes, (11) samples of materials

to be used to the extent requested by the Developer, and (12) such other information, data and drawings as may be reasonably requested by the Developer. Owners may be required to pay a reasonable fee for review of such plans by the Developer.

1.02 Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the site and natural features thereon, other structures in The Champions Subdivision, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these Restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions. Earth tone colors are encouraged.

The golf course is a visual asset to lot owners and the views of the golf course from lots other than the one for which plans are being reviewed will be considered in the plan review process. As the golf course is considered an asset to the lot owners the view from the golf course to the lot will also be considered in the plan review process.

1.03 Failure to Approve or Disapprove: If the Developer fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Developer the applicant shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15 day period it shall be presumed that the Developer has approved said plans and specifications.

1.04 Liability Relating to Approvals: Neither the Developer, nor its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representative.

II. BUILDING AND SITE REGULATIONS

2.01 Land Use: No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and an attached garage with space for at least two cars, except golf course uses in Section V hereof.

2.02 Materials: Any dwelling erected, placed, altered or permitted to remain on any lot in The Champions Subdivision shall be of predominantly masonry construction; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Finish building materials shall be applied to all sides of the exteriors of buildings and shall extend to the ground. No exposed concrete block will be permitted. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

2.03 Dwelling Size: No single family residence constructed on any of the lots shall have a ground floor area of less than 2,300 square feet in the case of a one-story structure; less than 1,700 square feet for first floor and 800 square feet for second floor in the case of a one and one-half story; and less than 1500 square feet for each floor of a two-story structure, exclusive of garages, porches, and terraces,

even though the garage, porch or terrace is under the same roof. For each dwelling, there shall be attached a two-car garage of identical construction as the dwelling and entrance to the garage must be from either the side or rear yard.

2.04 Commencement of Construction: All lot owners shall start residential construction within two years from date Developer deeds the lot to the owner, or Developer has the option to repurchase lot for price paid by owner. Once started, construction shall proceed diligently until completed. The approval granted to plans and specifications shall be valid and effective only if construction is commenced within one year from the time of said approval. If construction is not commenced within one year from the time of such approval, no building shall be erected, placed, altered or permitted to remain upon such lot unless the Developer or its representative agrees in writing to extend said period of one year. The Developer hereby expressly reserves the right to extend the time periods above.

2.05 Construction of Driveways and Headwalls: All driveways constructed on any lot in said subdivision shall be of concrete or asphalt. All driveway entrances, unless at the crest of a hill, shall have at least a 15" culvert under them with a masonry headwall. All driveway and headwall plans must be approved by Developer and the driveways and headwalls must be completed within sixty days of occupancy. Headwalls shall be faced with stone similar to main entry wall and mailboxes.

2.06 Drainage and Grading: No drainage ditches, cuts, swales, streams, impoundments, mounds, dams or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior written consent of the Developer. In the event of any destruction, alteration, modification or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof. Whenever, because of construction of Improvements on a lot on the Property or for some other reason, silt would run off of a lot onto any adjacent property or golf course easement, the Owner of such a lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto such adjacent property.

2.07 Septic Drainage Systems: All property owners shall be responsible for installing septic tank and drainage fields for any dwelling that will comply with Jessamine County and State of Kentucky Health Department regulations.

2.08 Underground Utilities: Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground including but not limited to electric, telephone and cable T.V.

2.09 Landscaping: Every property owner shall cause to be planted and maintained a grass cover for that portion of such lot so owned by each property owner from the pavement edge on which such lot fronts for the entire lot except that portion maintained by the golf course on its easements. Such ground cover shall not exceed ten (10) inches in height at any time. In the event the owner of any lot fails to keep and maintain the lot in a good condition, free of trash or weeds and grass over 10" in height, the Developer shall have the right to clean, mow and maintain the said lot and charge the owner for its cost.

Landscaping shall be completed within 60 days of occupancy or in the case of a non-occupied house within 60 days from when the main electric hook-up is made. No tree shall be destroyed or removed from any lot unless approved by the Developer. For

every tree that is removed the Developer may require the lot owner to plant two trees. There shall be no artificial surfaces on lawns such as gravel, astro turf, and the like. All lawns shall be grass. There will not be allowed any decorative items scattered throughout the lawn area such as bird baths, pink flamingoes, concrete animals, etc. without the prior approval of the Developer.

2.10 Refuse Containers and Screening: Garbage and refuse shall be placed in containers, which shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the residence on the lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by edge of road for pick up, said containers shall be set out the evening before pick up and shall be removed from road by evening of the day of pick up.

III. MAINTENANCE REQUIREMENTS

3.01 Maintenance of Roadway: The owner of each lot in the Subdivision shall be responsible for and bear the maintenance cost of that portion of the road on which each lot fronts to the center of such road. Developer shall not be responsible for any such maintenance. It is expected that such road and right-of-way will be dedicated to public use, in which case Jessamine County, Kentucky will assume the responsibility for such maintenance and this restriction shall be no longer effective.

3.02 Maintenance of Lots and Buildings: No lot and no building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers.

3.03 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any lot and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the lot unsanitary, unsightly, offensive or detrimental to any of the remainder of the lots or of the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the lots other than the lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

IV. GENERAL RESTRICTIONS

4.01 Animals: No livestock shall be permitted on any lot in the subdivision except lots 21 and 22 and then only one head of livestock per two acres contained in the lots.

No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred, or maintained for any commercial purpose. No more than two dogs and two cats may be kept on any lot except when such dogs or cats in excess of such numbers are less than three months of age.

No kennels may be erected on any lot except as approved by the Developer and placed so as not to be viewed from the adjoining property owners or from the street. All pets must be kept on a leash and not be allowed to stray on any lot unless under direct control, so as not to create damage or be a nuisance to other property owners or to the golf course or players. Barking and howling dogs will not be allowed to remain in the subdivision if they become a nuisance to owners or golfers.

4.02 Trucks/Recreational Vehicles: No owner is permitted to keep trucks, boats, recreational vehicles and the like where they may be viewed by his neighbors or seen from the street or golf course. No inoperable vehicle shall be parked on any street in the subdivision for a period in excess of 24 hours. There shall be no internal combustion powered golf carts owned or operated within the subdivision or golf course. Only electric carts will be allowed.

4.03 Temporary or Permanent Mobile Homes: There shall not be erected, placed, altered, or permitted to remain on any lot in said subdivision any mobile homes, temporary or permanent, nor may any homeowner be allowed to use such as dwellings either temporarily or permanently as a residence with the only exception being for golf course usage.

4.04 Fences: To maintain the open look and feel of the Champions and to protect the views, there will be no fences of any kind anywhere on any lot within The Champions Subdivision except as follows: a) The existing 4-board fence around the perimeter of the Subdivision shall be perpetual. Its regular and continued maintenance shall be the responsibility of the Champions Golf Club except for lots 20, 21 and 22 because they are totally isolated from the golf course and rest of lots. b) Lots 21 and 22 may have constructed on them, subject to approval of Developer, black 4-board horse farm fencing. c) Patio fencing or walls may be permitted as part of the house construction plans.

4.05 Mailboxes: In order to create a look of uniformity throughout the Development all U.S. mailboxes and newspaper boxes will be identical and of stone construction similar in material to the entryway walls. Developer will furnish design plans or may build for owner at owner's expense.

4.06 Antennas: No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the property without the prior written approval of the Developer.

4.07 Signs: No signs whatsoever shall be erected or maintained on the property with the exception of those of Developer (until all lots are sold) or as required for directions, operation or advertisement of the Golf Course. Should an owner put his property up for sale, one real estate sign may be permitted on the front of the property. However, no realty signs are permitted at the entrance to the subdivision. Said real estate signs must be approved by the Developer and may not exceed 2' x 2' in overall dimensions. All signs shall be professionally prepared.

4.08 Business/Home Occupations: No trade or business shall be conducted on any lot at anytime.

4.09 Hobbies: Hobbies or activities that tend to detract from the aesthetic character of the lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automotive and boat repair and sport activities involving equipment placed on the lots.

4.10 Storage Tanks and Pools: No holding tanks of any sort will be permitted that are visible from adjoining properties or golf course and without written permission from Developer. Location of holding tanks must be on the site plan. Above ground swimming pools are not permitted.

4.11 Firearms: There shall be no hunting, discharging of firearms, B.B. guns, bows, crossbows, or other projectile weapons within or upon any lot or common area, except by maintenance and security personnel, in the performance of their duties.

4.12 Clotheslines: No outside clotheslines shall be erected or placed on any lot.

4.13 Gardens: No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event shall be nearer than 25' from any adjoining property or golf course easement.

4.14 Parking: There may be no vehicles of any kind parked on the streets of the Subdivision except as provided in Section 5.02.

V. THE CHAMPIONS GOLF COURSE

The golf course is a major attraction and integral part of The Champions Development. It will be maintained and operated by an entity separate from the lot owners. Although the following items are under the direct control of the golf course management, these provisions have an affect on all lot owners and will be enforced, as other restrictions, by the Homeowners Association.

5.01 Easements: An easement is hereby reserved in favor of Developer, its successors and assigns, as described in the recorded plat of the subject property for the purposes of constructing, maintaining, operating and repairing a golf course, electric poles and lines, all utilities, retention and drainage facilities, and the right is hereby reserved to enter upon said property at any and all reasonable times for the purposes of installing, maintaining and repairing the same. This Easement provision is perpetual and not subject to change.

Developer shall have the right to grade the land as may be necessary for the construction and maintenance of a golf course, to install and maintain water lines, sewer lines, drainage ditches, ponds and wells, plant and maintain trees and shrubs, and erect and maintain shelters, restrooms, water fountains, maintenance building, clubhouse, pro shop, swimming pool, tennis court and other improvements as may be necessary for the operation of a golf club.

5.02 Interference with Play on Golf Course: Owners of lots bordering on fairways of the golf course shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the golf course, which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, owners of lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course. In the event of a major tournament, the Developer hereby assigns the right for The Champions Golf Club management to redirect the flow of traffic throughout The Champions Subdivision by designating one way streets, allowing parking in one lane or whatever other means deemed necessary to assure access for players, homeowners and spectators.

5.03 Lake Usage and Control: All ponds and lakes lie within the golf course easement. Developer reserves the right for it or The Champions Golf Club to withdraw water from the ponds and lake, or otherwise draw down the water level of the ponds and lake, to a level below their normal pool level for irrigation purposes or whatever purpose deemed necessary.

Rules and regulations regarding fishing and lake usage shall be set and administered by the entity controlling the golf course easement. The following three provisions are suggested as guides only and may be changed by the entity controlling the golf course easement.

- a) Any person wishing to fish in the lake must register in the clubhouse. Any lot owner or member of The Champions Golf Club may fish at no charge however, guests must pay a fee which will be posted along with the hours during which fishing will be allowed. No child under age 12 may fish unless accompanied by an adult lot owner or golf club member.
- b) There shall be no boats allowed at any time on the lake unless permitted by developer.
- c) No persons shall be permitted to swim in the lake.

5.04 Cooperation With Homeowner's Association: The Golf Course Management shall appoint a representative to attend all meetings of the Homeowner's Association in order to assure cooperation and harmony of purpose between the two organizations for the benefit of the entire Development.

VI. HOMEOWNER'S ASSOCIATION

The Articles of Incorporation of The Champions Homeowner's Association, Inc. ("Association") which may be amended from time to time, dated AUGUST 12, 1986 are recorded in Articles of Incorporation Book 218, Page 191, in the Office of the Jessamine County Clerk, in Nicholasville, Kentucky.

6.01 Membership: Every owner of a lot in The Champions Subdivision except for lots #65 and #66 shall be a member of the Association, and by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

6.02 Purpose of Association: The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by a governmental agency having jurisdiction thereof, the cost of operating street lights, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, and entrance to the development and other common areas excepting those of the golf course for purposes of its operation and maintenance.

6.03 Assessments: The initial assessment hereunder shall be no higher than \$100.00 per year per lot beginning January 1, 1987. Assessments are not applicable to the Developer nor the Champions Golf Club. After December 31, 1987, the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. The annual assessment will be January 1 of each year and will be due and payable on or before February 1 of that year. The assessment will be prorated in the event of ownership for a portion of the year, with the proration to be calculated by determining the number of days of ownership of the lot from the date of closing through December 31 of that year.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

6.04 Informal Action by Association or Board: Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any state, federal or local agency, court, or filing office for the recording of documents related to the properties.

6.05 Renting: An owner may rent or lease his property providing he submits to the Homeowner's Association a copy of the executed lease and proof that the tenant has been provided a copy of these Restrictions. It is the responsibility of the owner to see that his tenant conforms to the rules and regulations of the Homeowner's Association and these Restrictions.

VII. GENERAL PROVISIONS

7.01 Minimum Building Lot: No dwelling or other structure shall be erected or placed on any lot unless the placement of such dwelling shall conform in every respect to the building lines shown on the recorded plat. No structure of any nature shall be erected within 25 feet of any side or rear property line, within 10 feet of any golf course easement, or in violation of any easement shown on the final plat of The Champions Subdivision.

7.02 Resubdivision: No lot in The Champions may be subdivided into additional lots.

7.03 Duration and Amendments: Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties and persons, their successors and assigns, claiming under them for a period of thirty (30) years from the date this document is recorded in the Jessamine County Clerk's Office, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument, in writing, signed by a majority of the then owners of the lots in The Champions Subdivision has been recorded, agreeing to change these restrictions and covenants in whole or in part except that the restrictions provided for in Paragraphs 2.01, 2.03, 3.03, 4.03, 4.11, 7.01, 7.02 and 7.13 shall not be changed unless agreed to in writing by the other benefited property owners in Section VIII hereof. These restrictions may be cancelled, altered or amended at any time, with the exception of Section V relating to the operation of the golf course, by the affirmative action of the owners of 75% of the lots subject to these restrictions. Section V shall not be altered or amended without the written consent of the owner of the golf course easement. Failure of any owner, any of the other benefited property owners mentioned in Section VIII hereof, or the owner of the golf course easement, to demand or insist upon observance of any of the restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or a waiver of the right to seek enforcement of the restrictions. All potential changes in these restrictions must have the prior written approval of the Developer as long as Developer owns a lot in this Subdivision.

7.04 Severability: Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

7.05 Enforcement: Enforcement of these restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain and correct violation or to recover damages or both.

7.06 Notices: Any notice required to be sent to any member or owner under the provisions of these restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

7.07 Solicitations: There shall be no solicitation, without limitation, (door to door sales) of any type within the residential area of the Development except as may be expressly authorized by the Developer.

7.08 Entry Onto Property: In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted the Developer or his authorized representative may upon giving 48 hours prior notice to the Owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the lots at any reasonable times for the purpose of inspecting such lot(s) to ascertain whether the lot owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purpose of taking such corrective measures as may be reasonably necessary. In case of an emergency, such right of entry shall be immediate, whether the Owner or occupant of the lot is present at the time or not. Any damage to any lot or the contents thereof, which shall result from any exercise by the Board of its rights access herein above set forth, shall be promptly repaired by and at the expense of the Association and the same restored to its condition immediately prior to such damage.

7.09 Mining: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of any lot, nor shall any oil, natural gas, petroleum, asphalt or other mineral, of any kind be produced or extracted therefrom. Further, no commercial mining or quarrying activities of any type or nature whatsoever shall be permitted on any such lot, and there shall be no drilling of any type or nature whatsoever upon any lot. No water towers are permitted on any lot.

7.10 Interpretation: In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Restrictions the Developer shall appoint an attorney to interpret and construe the meaning of the uncertainty.

7.11 Paragraph Headings: The headings are intended for convenience only and are not intended to be a part of these Restrictions in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

7.12 Waiver of Notice: Whenever any notice whatever is required to be given under the provision(s) of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

7.13 Access: There shall be no access to Delaney's Ferry Road or Woods Road from any lot except Lot 3 existing house; lot 9, existing driveway and future maintenance, construction and emergency access; and lot 45 for golf course maintenance building and area.

VIII. OTHER BENEFITED PROPERTY OWNERS

The covenants and restrictions set forth herein shall inure to the benefit of the following described properties, their respective owners and successors in title:

a) That certain real property presently owned by Earl S. Wilson, Jr. and Pamela G. Wilson, his wife, which property is more particularly described in deeds of record in Deed Book 155, Page 58 and Deed Book 183, Page 535, and Deed Book 214, Page 40, in the Jessamine County Clerk's Office.

b) That certain real property presently owned by Frederick H. Coates, Jr. and Deborah B. Bloom (Coates), his wife, which property is more particularly described in a deed of record in Deed Book 181, Page 578, in the aforesaid Clerk's Office.

It is the intention of the Developer that the above mentioned benefited property owners and their respective successors in title shall have the same rights as any lot owner to enforce in law or equity the restrictions herein contained as same may be amended or changed in the future pursuant to the terms hereof.