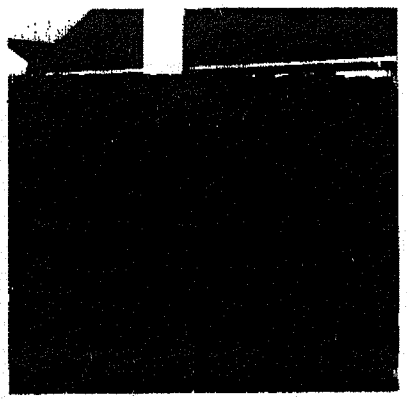
CREEKSIDE VILLAGE
PHASE II
RESTRICTIONS

1. Primary Use Restrictions. No lot shall be used except for private family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which may contain a private garage (attached or detached).

2. Approval of Construction Plans. No building, fence, wall structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and driveway (which shall be of concrete) shall have been approved in writing by developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Acceptable fence for Creekside Village.

1. Shadow Box Fence
2. Treated Wood
3. Post side showing inside.
4. Maximum Height 6'
5. No paneled sections, fence to be constructed on site.



3. Building Materials. The exterior building material of all structures shall extend to ground level and, on front walls, shall be either brick, stone, brick veneer or stone veneer or combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat of Creekside Village Phase I except bay windows and steps may project into said area, and open porches may project into said areas not more than six feet. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

5. Minimum Floor Areas.

(a) The ground floor area of a one-story house shall be a minimum of 1,200 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 750 square feet with an overall minimum square footage for the entire structure of 1,200 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 700 square feet with an overall minimum square footage for the entire structure of 1,200 square feet, exclusive of the garage.

(d) The total floor area of any other type of house shall be a minimum of 1,200 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computed floor areas.

6. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become any annoyance or nuisance to the neighborhood.

7. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is complete.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at anytime unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No automobile, trailer, boat, truck or other vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

8. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes, All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

9. Landscaping, Driveways, Sidewalks, Trees.

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot within one year from the date that construction of a residence has begun on 80% of the lots in Creekside Village Phase I, whether or not the lot owner has begun construction on that particular lot. Lot owners shall have a period of six

months in which to complete sidewalk construction. The obligations of this paragraph shall not apply to the Developer.

(c) Each lot owner shall construct a concrete driveway (minimum 18' width) within one month after the completion of a single-family dwelling.

(d) Upon construction of a residence, the owner shall cause to be planted two trees (at least three inches in diameter) in the front yard of the lot. No tree shall be removed from any lot without the prior written approval of the Developer.

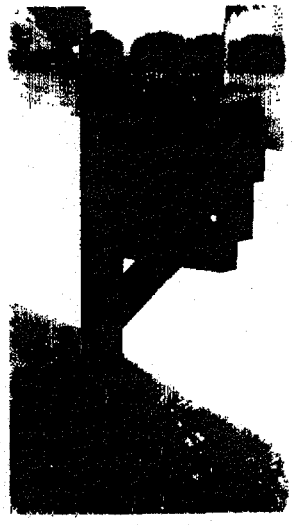
(e) Upon an owner's failure to comply with the provisions of this Section 9, Developer may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amount. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

10. Mail and Paper Boxes, Hedges. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer in its sole discretion. The combination mail and paper box shown below is an acceptable box.

Mail/Paper Box

4x4 Treated Wood
Mitered Top
Brass Numbers
Painted Black

No Decorations or names shall
Be placed on Box.



11. Clothes Lines, Antenna and Receivers/Transmitters.

(a) No outside clothes line shall be erected or placed on any lot.

(b) No antenna (except for standard small television antenna, and DSS or Primestar satellite antenna), including microwave or other receivers and transmitters shall be erected or placed on any lot unless its design and placement are approved by Developer. Satellite dishes other than those specifically permitted herein, are expressly prohibited.

12. Duty to Maintain Property. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. All lot owners shall keep lots free from trash and roadways clear of silt and mud during construction of home. No trash containers may be placed in the streets during construction. Should any owner fail to do so, then Developer (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, or order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expenses incurred in so doing, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

13. Business, Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two years from completion of the house. The Developer may waive the two year limitation hereonabove set out, on a case by case basis, in its sole discretion.

14. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot; except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

15. Drainage. Drainage for each lot shall conform to the general drainage plans for the subdivision.

16. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

17. Drains. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

18. Utilities. Easements for installation and maintenance of utility and drainage facilities are reserved, as shown on the recorded plat. The electric and telephone services for each dwelling shall be carried through underground cables which meet the utility company specifications for underground services. No overhead service will be allowed without prior written approval of the Developer.

19. Restrictions Run With Land. 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 claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Creekside Village Phase I, has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions

may be cancelled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions, except paragraphs (2) and (3) may be not amended without Developer's consent so long as Developer owns any lots in Creekside Village Phase I. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

20. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Creekside Village Phase I, by the association formed under paragraph (22), or by Developer itself, against any party violating or attempting to violate any covenant or restrictions, either to restrain violation, to direct restoration or to recover damages.

21. Invalidation. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

22. Homeowners Associations; Assessments.

(a) A Homeowners Association may be incorporated for Creekside Village, Phase I, after sale by the Developer of 80% of the lots therein. Formation of the association shall be upon the affirmative vote of a majority of lot owners with each lot entitled to one vote thereon. Every owner of a lot in Creekside Village, Phase I (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) 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.

(b) 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 any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or commons areas, crosswalks, storm drains, basins, fences, street lights and entrances as may be shown on the aforesaid plats and acceptance of common area for purposes of operation, maintenance and repair.

(c) The responsibility of the Developer for the maintenance and repair of streets, medians, open space or common areas, crosswalks, storm drains, basins, fences, street lights, and entrances as may be shown on the aforesaid plat shall terminate after sale by the Developer 80% of the lots therein.

(d) 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.

(e) The initial assessment hereunder shall be no higher than $10.00 per month beginning in the month following actual legal formation of the association.

IN TESTIMONY WHEREOF, Witness the hand of the owner/developer this 18 Day of March, 2004.

Ellis-Tingle Farms, Inc.

By: Linda Ellis, Pres
Linda Ellis, President

STATE OF KENTUCKY
COUNTY OF SHELBY

The foregoing restrictions of Creekside Village, Phase 1 was signed and acknowledged before me this 18 day of March, 2004, by owner/developer, Linda Ellis, President of Ellis-Tingle Farms, Inc. My Commission expires 12-01-05.

Rebecca J. Pratt
NOTARY PUBLIC, STATE-AT-LARGE, KY.

This instrument was prepared
By Ellis-Tingle Farms, Inc.
506 Main Street, Shelbyville,
KY 40065
By Linda Ellis
Linda Ellis

DOCUMENT NO: 288482
RECORDED ON: MARCH 19,2004 10:00:57AM
TOTAL FEES: $18.00
COUNTY CLERK: SUE CAROLE PERRY
COUNTY: SHELBY COUNTY
DEPUTY CLERK: SUSAN CURRY
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