

AMENDMENT TO THE DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS
GLENEAGLES ESTATES
OLDHAM COUNTY, KENTUCKY

WHEREAS, the Board of Directors of the Gleneagles Neighborhood Association has reviewed the Declaration of Conditions, Covenants and Restrictions of Gleneagles Estates, filed with the Clerk of Oldham County, Kentucky at Plat and Subdivision, Book 5, Page 4, filed on the 13th day of July 1990;

AND WHEREAS, numerous changes to the subdivision have occurred in the last 18 years, which make the updating and revising of these restrictions desirable for all residents,

AND WHEREAS, in accordance with Article V, Section 3 (of said Declaration), 51% of the lot owners have approved the amendment of all the restrictions, in writing and such consent is attached to the documents.

NOW THEREFORE, The Gleneagles Community Association, through the vote of the majority of its owners as well as the Board of Directors and Officers of the Association, do hereby amend the Declaration of Conditions, Covenants and Restrictions of Gleneagles Estates Book 5, Page 4, to read as follows:

ARTICLE 1-USE RESTRICTIONS

SECTION 1. PRIMARY USE RESTRICTIONS

No residential lot shall be used except for private single-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 containing a garage for the sole use of the owner and occupants of the lot. No house trailers, mobile homes, motor campers, camper trailers, basements, tents, garages, outbuildings or temporary structures shall be used as a residence on any lot enumerated above, either temporarily or permanently.

SECTION 2. TEMPORARY STRUCTURES

No structure of a temporary character shall be permitted on any lot.

SECTION 3. OUTSIDE STORAGE OR OUTBUILDINGS

No outside storage or outbuildings of any kind will be permitted. Gazebos or like recreational structures may be permitted upon design and location being approved by the Association.

SECTION 4. VEHICLES AND BOATS

(A) A trailer, truck, (except small pickup trucks), motorcycle, recreational vehicle, commercial vehicle, camper trailer, camping vehicle or boat shall not be parked or kept on any lot at any time unless housed in a garage or basement. No vehicle, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in a garage) or on any street in Gleneagles Estates, except moving vans or service vehicles being attended.

(B) No automobile shall be continuously or habitually parked on any street or public right-of-way in Gleneagles Estate. All automobiles shall be parked in designated parking areas or garaged, except as provided in Section 5.

SECTION 5. GATHERINGS

If any resident has a social gathering, then on street parking shall be permitted for a reasonable period of time. Such parking shall not block street or driveways nor occupy any grass or landscaped areas, nor occur so often as to be considered a nuisance to the neighbor or the community.

SECTION 6. PETS AND ANIMALS

No animals of any kind shall be kept on a lot or within a residence on a lot except dogs, cats, birds or other pets of a customary household variety; and no animal may be kept, bred, or maintained for commercial purposes. No other animals, livestock or poultry of any kind, shall be kept, raised or bred on any part of the above-described property. Dogs must be kept within the confines of the house from 9:00p.m. until 8:00a.m. unless being walked on a leash or let out into the confines of an enclosed patio or courtyard for periods of time. Otherwise, at all times dogs are to be walked on a leash by a responsible party who has the obligation to keep the dog under control, or dogs may be kept within a fenced patio or garden area at the rear of and contiguous to the rear wall of the residence. No dog runs, dog houses, or the like structures are permitted on any lot. Any dog of known vicious nature shall not be kept on the premises. All cats not kept in a house at all times must be "belled" (a collar with a warning bell to all birds and small animals).

SECTION 7. NUISANCES

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

SECTION 8. CLOTHES LINES

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

SECTION 9. FENCES AND HEAD WALLS

No fence or wall of any nature may be extended toward the front or street side property line beyond the front or sidewall of the residence. No retaining walls, head wall, fences, hedges, courtyards or other obstructions may be placed anywhere on a lot unless Association approves in writing the placement, material and design of such structures.

SECTION 10. TENNIS COURTS

No tennis court fence shall be erected on any lot in the subdivision unless fencing is coated with black or green vinyl and the Association approves the location.

SECTION 11. SWIMMING POOLS

No aboveground swimming pools shall be erected or placed on any lot unless the Association approves its design and placement in writing.

SECTION 12. DUTY TO MAINTAIN LOT

It shall be the duty of each lot 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. Should any owner fail to do so, the Association may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Association or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and the Association shall have a lien on the lot and the improvements thereon to secure the repayment of such amounts. 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.

SECTION 13. DUTY TO COMPLETE, REPAIR AND REBUILD-REMEDIES

(A) Each owner of a lot shall, at their sole cost and expense, repair their residence, keeping the same in condition comparable in the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(B) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(C) When new construction or reconstruction is once begun, work thereon must be pursued diligently and completed within one (1) year. If for any reason work is discontinued and there is not substantial progress towards completion for a continuous three (3) month period, the Community Association shall have the right to notify the owner of record of the premises of its intention herein, enter upon the premises, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the lot; the reason for such correction shall be solely in the discretion of the Community Association and may include, but not limited to purely aesthetic grounds. The owner of the property shall be liable for all cost incurred in any action. The total cost thereof shall be a lien on his property, which lien may be foreclosed in the manner provided for in the Articles and by the laws of the State of Kentucky. Nothing herein shall be construed to interfere with the rights of a mortgage holder to have reasonable time to foreclose on a property in default and take or assign ownership of it. However, upon securing clear title, said mortgage holder or other builder must commence diligent construction towards completion within three (3) months of securing title.

SECTION 14. BUSINESS; HOME OCCUPATIONS.

No trade or business of any kind (including but not limited to the practice of medicine, dentistry, chiropractic, chiropody, osteopathy, and other like endeavors) shall be conducted on any lot, other than personal and private business which does not increase traffic to the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

SECTION 15. 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, or a yard sale, which shall not be greater in area than five square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

SECTION 16. DRAINAGE

Drainage of each lot shall conform to the general drainage plans of Association for Gleneagles Estates. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connection on each lot shall be made with watertight joints in accordance with all applicable building code requirements.

SECTION 17. DISPOSAL OF TRASH

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

SECTION 18. UNDERGROUND UTILITY EASEMENTS

AND OTHER EASEMENTS.

All lots and common areas of Gleneagles Estates are subject to easements for electrical, water, sanitary sewers, telephone lines, television cables, gas service and drainage easements, all of which except drainage easements must be located underground as shown or reserved on the recorded plat, unless specifically provided for otherwise on the recorded plat. Above ground electric transformers, pedestals, telephone connections boxes and gas metering and valves may be installed at appropriate points in any easements. Appropriate easements are hereby dedicated and reserved to each property owner, the Association, Association and utility companies, together with the right of ingress and egress over abutting lots or properties to install, operate, and maintain all utilities and drain ways. Service lines across lots from termination points of service by utilities or the Association shall be with the lot owner and installation and maintenance thereof shall be done by the respective lot owner who installs or owns same. In addition to easements set forth on the recorded plat, the Association retains an easement along all non-street lot lines being ten (10) feet wide and contiguous with said lot lines for the purpose of construction and maintenance of any utility service line or drain way that may be needed in the future. Association, by recordable instruments, may designate any portion of said easements as an exclusive easement for the benefit of any utility or service to be constructed underground except drain ways, which may be aboveground.

SECTION 19. PRIVATELY OWNED SERVICES

There shall be no private or individual owner sewage disposal system, water supply system, electric system or gas system allowed or maintained on any lot. All electric services shall be underground.

SECTION 20. RULES FOR COMMON AREA

The Community Association is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the lot owners, and such rules shall not be in conflict with the Declaration, the Articles of Incorporation or By-Laws of the Association.

ARTICLE 2 -- ARCHITECTURAL CONTROL

SECTION 1. APPROVAL OF CONSTRUCTION PLANS

(A) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and plan showing (1) the locations of improvements on the lot; (2) the grade elevation (including rear, front and side elevations); (3) the type of exterior material (including delivery of a sample thereof); and (4) the location and size of the driveway (which shall be either asphalt or concrete), shall be approved in writing by Association. Reference to "structure" in the paragraph shall include any building, garage, fence, wall, retaining walls, head wall, patio, mailbox, driveway, sidewalk, swimming pools, tennis courts, gazebos, or any other structure placed upon a lot.

(B) It is the purpose of the Association of the subdivision to provide that only residences and other improvements of good design and suitable material be erected on the lots in said subdivision. Association must approve the plans and specifications for the erections or alterations of any building, fence, wall, or other structure, and for the grading of the land, before the work is begun. The plans submitted must be accompanied by a diagram of the lot setting forth the exact location of all proposed structures and of the grading plan of the lot. Copies of the plans and specifications must be left with the Association and it shall have the right to refuse to approve (1) whole or in part any such plans and specifications which are deemed by it not to be suitable or desirable, and in so passing upon such plans and specifications, the approving entity shall take into consideration the suitability of the proposed structures to the sites upon which they are erected, the harmony thereof with the surroundings, the preservation of the natural settings, and the effect of the proposed building on other structures or roadways and the outlook from the neighboring property. Normally houses of near identical design will not be allowed within the view of each other or on the same block. If a residence is started prior to approvals, a stop order will be immediately put on the house until all the approvals are obtained. The Oldham County Planning and Zoning Board shall be instructed to not

approve plans not certified by the Association.

SECTION 2. BUILDING MATERIALS; ROOF.

(A) The exterior building material of all structures shall extend to the ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of it. Association recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. All colors of exterior walls shall be subject to approval by Association.

(B) The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal for structures with more than one story, and a plane of 9 inches vertical for every plane of 12 inches horizontal for one-story structures. Association may require a higher pitch for solely aesthetic reasons.

(C) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have supervised the construction of or built a minimum of 8 homes. Association makes this requirement to maintain a high quality of construction within Gleneagles Estates and reserves the right to waive these standards of experience.

SECTION 3. MINIMUM FLOOR AREAS.

All single family residences erected on the lots enumerated herein shall contain the following minimum square feet of living space, when measured on outside walls and all plans shall be approved or disapproved not only on the basis of technical compliance but also aesthetic grounds to be an attractive additions to the neighborhood.

(A) A one-story residence shall have a minimum of eighteen hundred (1800) square feet of living space, not including basement, garage, breezeway and/or open porch.

(B) A tri-level residence shall have a minimum of three thousand (3000) square feet of living space, not including basement, garage, breezeway and/or open porch.

(C) A bi-level or walk out lower level residence shall have a minimum of twenty two hundred (2200) square feet of living space, not including garage, breezeway and/or open porch, of which at least eighteen hundred (1800) square feet must be on the first floor.

(D) A cape cod residence shall have a minimum of twenty four hundred (2400) square feet of living space, not including basement, garage, breezeway and/or open porch, fourteen hundred (1400) square feet of which shall be located on the first floor.

(E) A two-story residence shall have a minimum of twenty four hundred (2400) square feet of living space, not including basement, garage, breezeway and/or open porch, a minimum of twelve hundred (1200) square feet of which shall be located on the first floor.

SECTION 4. SETBACKS

No structures shall be located on any lot nearer to the front lot line or the side street line that the minimum building setback lines shown on the recorded plat, side setback shall be minimum of 15 feet, and backyard setback line shall be a minimum of 30 feet. Association may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations or upon approval of variance by the proper public agency.

SECTION 5. GARAGES; CARPORTS

(A) The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot lines unless otherwise approved in writing by Association. All lots shall have at least a two-car garage unless otherwise approved in writing by Association. No detached garages are allowed unless otherwise approved in writing by Association. Garages, as structures, are subject to prior plan approval under Section 1 of this Article 2. Operable doors shall be provided on all garages.

(B) No carports shall be constructed on any lot in Gleneagles Estates.

SECTION 6. LANDSCAPING; SIDEWALKS DRIVEWAY; TREES

(A) After the construction of a residence, the lot owner shall grade and sod lot. Mulching and sowing of grass instead of sod in some wooded areas may be approved by Association.

(B) In addition, a landscape plan shall be submitted to Association for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Association shall obligate the lot owner to install (to the extent the same are not already located on the lot) trees, shrubs, and other plantings having a current fair market value of not less than \$1,000.00, and owner shall also cause to be planted a tree, (at least four inches in diameter), in the front yard of the lot. No tree shall be removed from any lot without the prior written approval of Association, unless such a tree is creating an immediate hazard to persons or property.

(C) Each lot owner shall concrete or asphalt the driveway after completion of a single-family dwelling, provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk, shall be concrete. Driveways may be surfaced with brick or other approved material.

(D) Each lot owner shall construct and concrete that portion of the sidewalk across his or her property. Corner lots shall construct sidewalks in two directions.

SECTION 7. MAIL AND PAPER BOXES; HEDGES

No mailbox, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Association. The Association reserves the right to require mailboxes of a common design.

ARTICLE 3 - COMMUNITY ASSOCIATION

SECTION 1. OWNERS' EASEMENTS AND FACILITIES OF NECESSITY AND ENJOYMENT

Every owner shall have the right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all nonresidential lots, areas, and easements which are shown on any recorded final subdivision plan within any portion of Gleneagles Estates made subject to the Community Association, together with all recreational facilities and other improvements owned or to be owned by the Community Association. Although constructed in an area dedicated to public use, the entrance ways to Gleneagles Estates from Kentucky Hwy 53 all roads and road medians are also part of the common area subject to maintenance by the Community Association which are more specifically set forth on the final plat subject to the following provisions, rights, restrictions and reservations.

(A) The right of the Community Association to borrow money for the purpose of improving the common areas or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan mortgage conveying all or part of the common area;

(B) The right of the Community Association to suspend the voting rights and the right to use

recreational facilities by an owner for any period during which any assessment against his or her lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and

(C) The right of the Community Association to dedicate or transfer all and/or part if the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association.

SECTION 2. DELEGATION OF USE

Any lot owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to members of his family or to his tenants or contract purchasers who reside on the lot. Membership in the Community Association may not be conveyed separately from ownership of the lot.

SECTION 3. COMMUNITY ASSOCIATION'S RIGHT OF ENTRY.

The authorized representative of the Community Association or the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in event of an emergency or in connection with maintenance of, repairs or replacement within the common areas, of any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make alteration required by any governmental authority.

SECTION 4. ASSESSMENTS; CREATION OF THE LIEN AND PERSONAL OBLIGATION; ASSOCIATION SUBSIDY.

(A) Each lot owner, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Community Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided in this Article 3. The annual and special assessments, together with interest, cost and reasonable attorney fees, shall be a charge on each lot and shall be a continuing lien upon the lot and all improvements thereon against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in the title unless expressly released by the Association.

SECTION 5. PURPOSE OF ASSESSMENTS.

(A) The assessments levied by the Community Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common area, including but not limited to, the cost of repair, replacements and addition, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Community Association when necessary and such other needs as may arise, and for the improvement and maintenance of the common area. The Community Association shall maintain, operate and repair, unless such obligations are assumed by municipal or governmental agency having jurisdiction thereof, the common area, open spaces, entrance ways, streets, crosswalks, medians, storm drains, basins, recreational areas and facilities including, but not limited to, tennis courts, jogging trails (which may be referred to on the plat as a pedestrian access easement), and any common owned or operated facilities of services. Services directly attributable to willing use by an owner, such as water consumption, sewage usage, or there like services or requested special services, shall be paid for by the user over and above the regular budgeted assessment.

SECTION 6. MAXIMUM ANNUAL ASSESSMENT

(A) Conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed \$400.00 per lot.

(B) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessment shall be paid and whether they are to be used for immediate needs or accrued for planned repairs.

(C) The maximum annual assessments made, and not special assessments, shall cover the maintenance and operation of all common property, the mowing of lots sold but not constructed upon.

SECTION 7. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments shall be fixed at a uniform rate for all lots. The Board of Directors may at its discretion waive the assessment or reduce the assessment for any year or part of a year for any lot not occupied as a residence, for a lot merged with another lot for one residence, or for any other reason deemed equitable.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE COMMUNITY ASSOCIATION

Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law and shall constitute a lien upon the property. Said lien shall be subordinate to any first mortgage lien placed on said property. The Community Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property and interest cost and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. MEMBERSHIP

Every owner of a lot, which is subject to an assessment, shall be a member of the Community Association. Such owner and member shall abide by the Community Association's By-Laws, Articles of Incorporation recorded in the Office of the Clerk of Oldham County, Kentucky, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

SECTION 10. CLASS OF MEMBERSHIP

The Community Association shall have one class of voting membership, which shall be:

(A) Class A

Class A members shall be all lot owners who shall be entitled to one vote for each lot owned.

ARTICLE 4 - GENERAL PROVISIONS

SECTION I. ENFORCEMENT

Enforcement of these restrictions shall be the following:

(A) The filing of a Complaint.

(1) A complaint alleging a violation of the Declaration, the Bylaws or the Rules and

Regulations, may be initiated by any resident, or by the Association, acting through its Officers and Directors.

- (2) Any such Complaint must be made in writing and directed to the Association. The Complaint must contain the following:
 - (a) The name, address and phone number of the complaining witness,
 - (b) The owner's name and address against who the Complaint is being filed,
 - (c) The specific details or description of the violation, including the date, time and location, and if possible photographs.
- (3) The owner of record is liable for any action of the Association in relations to violation of the Declaration, Bylaws or Rules and Regulation committed by a resident, guest, tenant, service person, or other person or animal associated with the property.
- (4) Notice of any violation will provide specific details of the violation, including date, time, location, written description and any supporting documentation. It shall be sent to the records owner's address via first class mail. The notice shall also include any and all fine information, the date by which the fine must be paid and information of how to appeal the violation to the Board of Directors.
- (5) If a request for an appeal of a violation is received within 20 days from the date the notice of the violation has been send via first class mail to the record owner of the property alleged to be in violation, the Board of Directors shall set a date time and place for an appeal hearing before the full Board of Directors. Notice of such hearing date shall be provided to the person appealing no sooner later than 10 days prior to the hearing date. The person appeals the violation notice shall have a right to appear and present his of her appeal.
- (6) The following schedule of fines will apply to any violations:

(a) First violation	Written Warning
(b) Second Violation	\$100.00
(c) Third Violation	\$200.00
(d) Fourth Violation	\$300.00
(e) Fifth Violation	\$500.00
- (7) Any such violation amount shall be a lien against the property of the violator, in the same manner and under the same authority of any neighborhood association dues as set out in Section 8 of Article 3.

SECTION 2. SEVERABILITY

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

SECTION 3. 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 is signed by a majority of the then owners of all lots subject to these restrictions and covenants in whole or in part.

SECTION 4. AMENDMENTS TO ARTICLES AND BY LAWS

Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and By-Laws, by the consent of 51% of the lot owners of record in the Oldham County Court Clerk's office.

**SECTION 5. NON-LIABILITY OF THE DIRECTORS
AND OFFICERS**

The directors or officers of the Community Association shall not be personally liable to the owners for any mistake or judgment or for any other acts or omission of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors, and assigns in accordance with the By-Laws.

SECTION 6. BOARD'S DETERMINATION BINDING

In the event of any dispute or disagreement between any owners relating to the property, or any questions of interpretation or application of the provisions of this Declaration, the Articles of Incorporation, or the By-Laws, the determination thereof by the Board of Directors of the Community Association shall be final and binding on each and all such owners, in exercising its authority, the Board of Directors of the Community Association shall always consider the decisions necessary to maintain an attractive and harmonious community for the benefit of the owners and shall restrict those actions or inactions that unreasonably affect the rights and enjoyment of others.

Gleneagles Estates Community Association, Inc.

By: Its Board of Directors and Officers

Erin T. Guilfoil Jeff Hagel
Harry Atkinson

Commonwealth of Kentucky)
) SS
County of ~~Jefferson~~ Oldham)

I, a Notary Public, in and for the state and county aforesaid, do hereby certify that on this day the following instrument was signed and acknowledged before me by the individual Board of Directors and

Officers of the Gleneagles Community Association, Inc., that being Harry Atkinson,
Erin Guilfoil, Arthur Hagel, to be their free act and deed.

Nancy Donner
Notary Public, State at Large

My Commission Expires: 12-15-10

Gleneagles Estate Community
P.O. Box 105
LaGrange, Ky. 40031

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