

**MAY 2003 PHASE 1 THE MEADOWS OF THE POLO FIELDS
AMENDMENT TO THE ORIGINAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
POLO FIELDS SUBDIVISION
MAY 22, 2003**

**POLO FIELDS, INC.
10600 Timberwood Circle, Suite 4
Louisville, Kentucky 40223**

THIS MAY 2003 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO FIELDS SUBDIVISION ("MAY 2003 Amendment") is made, imposed and declared as of this 22 day of MAY, 2003, by POLO FIELDS, INC., a Kentucky corporation, with principal office and place of business at 10600 Timberwood Circle, Suite 4, Louisville, Kentucky 40223 ("Declarant").

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, Phase I, dated January 1, 1993 of record in Deed Book 6266, Page 692, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, Phase I, as of March 15, 1993, of record in Deed Book 6300, Page 439, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, Phase I (to Include Section 2), as of January 26, 1995, of record in Deed Book 6412, Page 789, as further amended by that Special Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of June 27, 1994, of record in Deed Book 6470, page 596, as further amended by that September 1994 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of September 26, 1994 of record in Deed Book 6505, page 917, as further amended by that November 1994 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivisions of November 8, 1995, of record in Deed Book 6528, Page 252, as further amended by that April 1995 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of April 5, 1995 of record in Deed Book 6547, page 584, as further amended by that October 31, 1995, of record in Deed Book 6664, page 890, and as further amended by that February 1996 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of February 21, 1996, of record in Deed Book 6705, Page 218, as further amended by that March 1996 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of March 1, 1996, of record in Deed Book 6715, Page 53, and as further amended by that December 1996 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of December 16, 1996, of record in Deed Book 6825, Page 848, and as further amended by that October 7, 1998 Section 5 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of October 27, 1998, of record in Deed Book 7129, Page 206, and as further amended by that December 1998 Curry/Polo, LLC Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of December 23, 1998, of record in Deed Book 7164, Page 941, as further amended by that March 1999, Section 6 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of March 11, 1999, of record in Deed Book 7213, Page 828, as further amended by that August 1999 Section 8 and 9 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of August 27, 1999 of record in Deed Book 7328, Page 646, as further amended by that September 26, 2002 Amendment to

all in the office of the Clerk of the County Court of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant imposed certain covenants, conditions and restrictions upon certain real property defined in the Declaration being a part of the property set forth in Plats recorded in Plat and Subdivision Book 47, Page 23, and as further amended by that December 19, 2002 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of December 19, 2002, of record in Deed Book 8030, Page 093, all in the office of the Clerk of the County Court of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant imposed certain covenants, conditions and restrictions upon certain real property defined in the Declaration being a part of the property set forth in Plats recorded in Plat and Subdivision Book 47, Page 23, in the Office of the Clerk of the County Court of Jefferson County.

WHEREAS, Declarant as the owner of such property (hereinafter "Owner" and "Declarant"), has determined that the recordation of Restrictions against Phase 1 Lots in **THE MEADOWS OF THE POLO FIELDS** as defined below, will increase the value of such property for the benefit of Owner and all subsequent owners of any portion of such Phase 1 Lots; and

WHEREAS, Owner desires to impose upon certain property owned by Owner as described hereinbelow, the covenants, conditions and restrictions set forth in the Declaration, as amended herein; and;

WHEREAS, Declarant and Owner desire to amend the Declaration as hereinafter described;

NOW, THEREFORE, in consideration of the forgoing preambles and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees as follows and Owner and Declarant hereby amend the Declaration as follows:

1. Owner hereby imposes the terms and obligations of the Restrictions upon Phase 1 Lots, as defined below and hereby grants, gives and agrees to the obligations, terms, liens and impositions set forth in such Restrictions, as amended herein. Owner hereby adopts each of the recitals of the Restrictions as Owner's own desire and intent with respect to the Phase 1 Lots.

2. Declarant hereby agrees that the Phase 1 Lots shall be governed by, and entitled to the rights set forth in the Restrictions, as amended from time to time, provided that such changes to the Restrictions shall not be effective with respect to the Phase 1 Lots unless Owner or its assigns has consented to same in writing.

3. Section 1.2 of the Declaration, entitled Subject Property, is hereby amended to include the following described property, in addition to the property currently subject to and described in the Declaration:

Phase 1

BEING Lots 1 through 4, Lots 71 through 94, (collectively referred to as "Phase 1 Lots"), all as shown on the plat of record in Plat and Subdivision Book 48, Page 92, in the office of the Clerk of Jefferson County, Kentucky.

4. Section 2.8 of the Declaration, entitled Restrictions on Business and Home Occupations, is hereby amended to provide that Owner's model homes shall be allowed to exist for up to three (3) years.

5. Section 3.2 of the Declaration entitled Building Materials, is hereby amended to allow use of vinyl as an exterior material subject to approval of Declarant as to the percentage of vinyl used. Further, this Section 3.2 shall be amended to provide that roof pitch requirements are not less than six inches (6") vertical for every plain of twelve inches (12") horizontal.

6. Section 3.5 of the Declaration entitled Garages, is hereby amended to permit garages to face towards the street.

7. The following section is hereby added to the Declaration:

Section 3.3 G Minimum finished Floor Areas. The following shall be the minimum finished floor areas for homes to be constructed on the Phase 1 Lots (unless other minimum finished floor areas are otherwise specified with respect to any of Phase 1 Lots in any supplemental declaration or on the Plat filed in the aforesaid Clerk's Office with respect to Phase 1):

Lots 1 through 4 and Lots 71 through 94

- (a) One-Story. A ranch or one story residence shall be a minimum of 1,700 finished and habitable square feet, exclusive of the garage.
- (b) One and One-Half-Story. A one and one-half story of Cape Cod residence shall be a minimum of 2,000 finished and habitable square feet, exclusive of the garage.
- (c) Two-Story. A two-story residence shall be a minimum of 2,200 , finished and habitable square feet, with a minimum of 1,100 s.f. on the first floor, exclusive of the garage.
- (d) Exclusions. Finished basements areas, garages and open porches are not included in computing the minimum floor areas pursuant to the Section 3.3G.

8. Social Memberships. The Owner and each subsequent owner of any lot within Phase 1 "The Meadows of The Polo Fields," shall not be required to accept a Social Membership in the Country Club or to pay Social Membership Dues, but shall have the option to obtain a Social Membership, upon written notice to the Declarant , at the same cost and on the same terms as are available for other Polo Fields Lot owners. The Meadows Social Membership passes with the deed with the right of Dormancy, and any persons who are residents of Phase 1 "The Meadows of The Polo Fields," shall have the right to refuse to become Social Members of the Club, provided that such Meadows Homeowner shall be obligated to pay a years dues in advance to reactivate a Social Membership in the Club.

9. The following section is hereby added to the Declaration:

Section 4.2 (a) (vi) Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right of way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

10. The following Section is hereby added to the Declaration:

Section 2.19 Common Areas. Common areas, open space, private roads, islands in the right of way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville Metro Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville Metro Planning Commission.

Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right of way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

11. All capitalized terms not defined herein shall have same meanings as those set forth in the Declaration.

12. Other than as modified herein, the Declaration shall remain in full force and effect unchanged.

13. Polo Fields Community Association, Inc., hereby enters herein for the purpose of consenting to the foregoing amendments.

IN WITNESS WHEREON, the undersigned have duly executed this May ____, 2003 Amendment as of the day, month and year first above written.

POLO FIELDS, INC.,
a Kentucky corporation

By: J.D. Cooper
Title: Pres

POLO FIELDS COMMUNITY ASSOCIATION, INC.,
a Kentucky corporation

By: J.D. Cooper
Title: Sec

STATE OF KENTUCKY)
)SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 22nd day of May, 2003 by J.D. Cooper as President of Polo Fields, Inc.,