



**OCTOBER 1998 SECTION 7 AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
POLO FIELDS SUBDIVISION
JEFFERSON COUNTY, KENTUCKY
OCTOBER ____, 1998**

**POLO FIELDS, INC.
17310 Polo Fields Lane
Louisville, Kentucky 40245**

THIS OCTOBER 1998 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO FIELDS SUBDIVISION ("October 1998 Amendment") is made, imposed and declared as of this ____ day of October, 1998, by POLO FIELDS, INC., a Kentucky corporation, with principal office and place of business at 17310 Polo Fields Lane, Louisville, Kentucky 40245 ("Declarant"), and LACE, INC., a Kentucky corporation ("Owner").

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, Phase I, dated as of January 1, 1993, of record in Deed Book 6266, Page 692, as amended by that First Amendment 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 that Second Amendment to Declaration of Covenants, Conditions and

, 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 Subdivision as 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 1995 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of 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, ____ 1998 Section 5 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision as of October ____, 1998, of record in Deed Book ~~767~~ 767 ~~Page 848~~, all in the Office of the Clerk 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 44, Page 75 in the Office of the Clerk of Jefferson County, Kentucky;

WHEREAS, Owner has determined that the recordation of Restrictions against the "Section 7 Lots", as defined below, will increase the value of such property for the benefit of Owner and all subsequent owners of any portion of such Section 7 Lots; and

WHEREAS, Owner desires to impose upon certain property owned by Owner as described in Section 2 below, 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 foregoing 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 the Section 7 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 Section 7 Lots.

2. Declarant hereby agrees that the Section 7 Lots shall be governed by, and entitled to the rights set forth in the Restrictions, as amended from time to time, provided that any such changes to the Restrictions shall not be effective with respect to the Section 7 Lots unless Owner or its assigns has consented to same in writing.

3. Section 1.1 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:

BEING Lots 401 through 404, inclusive, Lots 456 through 458, inclusive, and Lots 541 through 554, Lot 559 and Lot 560, inclusive (collectively, the "Section 7 Lots"), all as shown on the Plat of the Parks of the Polo Fields, Section 7, of record in Plat and Subdivision Book __, Page __, in the Office of the Clerk of Jefferson County, Kentucky.

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

Section 3.3G Minimum Finished Floor Areas. The following shall be the minimum finished floor areas for homes to be constructed on the Section 7 Lots (unless other minimum finished floor areas are otherwise specified with respect to any of the Section 7 Lots in any supplemental declaration or on the Plat filed in the aforesaid Clerk's Office with respect to Section 7):

(a) **One-Story.** A ranch or one story residence shall be a minimum of 1,200 finished and habitable square feet, exclusive of the garage.

(b) **One and One-Half-Story.** A one and one-half story or Cape Cod residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage.

(c) **Two-Story.** A two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage.

(d) **Others.** All other housing designs shall contain a minimum of 1,400 finished and habitable square feet, exclusive of the garage.

(e) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3.3F.

5. The following sentence is hereby added to Section 2.5(d) of the Declaration, entitled **Basketball Courts:**

"Notwithstanding the foregoing, no basketball goal shall be erected on, or attached to any structure located on, any Section 7 Lot."

6. The following sentences are hereby added to Section 3.5(a) of the Declaration, entitled **Garages; Carports:**

"Notwithstanding the foregoing, Section 7 Lots may contain garages with openings or doors that face the front line without obtaining the prior approval of the Declarant, provided that the interior of front-facing garages must be constructed of drywall and must be painted, the garage doors must be kept closed during daylight hours except as reasonably necessary for ingress and egress. Garages on Section 7 Lots are subject to prior plan approval under Section 3.1.

7. The following sentences are hereby added to Section 2.5(b)(i) of the Declaration, entitled **Fences and Walls:**

"All fences constructed on Section 7 Lots shall be made of aluminum and of an ornamental 'black-rod' design, in style and appearance as shall be designated by the Declarant. Information on the designated style of fencing for Section 7 Lots will be made available through the Declarant, and no approval shall be required to build fencing that conforms to the specifications provided by the Declarant. Unless prior written approval is obtained from the Declarant, no other style of fencing may be constructed on the Section 7 Lots."

8. **Common Landscape Plan.** Each Section 7 Lot owner is hereby advised that an initial common landscape plan for certain plantings has been developed for each Section 7 Lot, and that such plan will be incorporated within the landscape plan required pursuant to Section 3.1(b) of the Declaration, entitled Landscape Plans. Notwithstanding the terms set forth in the restrictions, each Section 7 Lot owner shall plant and maintain at least one tree in the front and one tree in the back yard of each Section 7 Lot, provided that trees located in the planting beds in Section 7 Lots shall not be included in determining compliance with this requirement. The size of trees shall be governed by the Restrictions.

9. **Social Memberships.** Each member of the Community Association who is an owner of a Section 7 Lot shall be required to accept a Social Membership in the Country Club or to pay Social Membership Dues, but shall have the option of joining a Social Membership, upon written notice to the Declarant, at the same cost and on the same terms as are available for the Polo Fields Lot owners.

10. The following subsection is hereby added to Section 4.5 of the Declaration, entitled Assessments: Lien and Personal Obligation:

"(c) **Yard Maintenance Fee.** At Declarant's sole option, both before and after the construction of a single family resident on any Lot, the Declarant may provide for the maintenance and upkeep of yards and grounds of the Section 7 Lots and all of the Common Area lying within Section 7. The nature, type and extent of maintenance and upkeep provided by Declarant shall be determined by Declarant in its sole discretion from time to time, provided that, at the time of recordation of this instrument, Declarant intends to provide grass mowing of Section 7 Lots only. The actual costs of all such maintenance and upkeep shall be assessed to the owners of the Section 7 Lots in the form of an annual assessment levied against all Section 7 Lot owners (the "Yard Maintenance Fee"), which shall be in addition to dues for maintenance of common areas (both within and outside of Section 7) and all other amounts payable pursuant to the Restrictions. The amount of the Yard Maintenance Fee attributable to each Section 7 Lot owner shall be equal to the total cost of maintenance, upkeep and administration of the yards and grounds of all Section 7 Lots (or such portion of the Section 7 Lots as Declarant may determine from time to time), divided by the number of Section 7 Lots and all of the Common Area lying within Section 7, multiplied by the number of Section 7 Lots owned by such owner. The Yard Maintenance Fee, together with interest at the rate prescribed or permitted under Section 2.6(b) hereof, and costs of collection and reasonable attorney's fees (with such interest thereon), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with reasonable attorney's fees, costs and such interest, shall also be the personal obligation of the person or entity which was the Lot owner of such Lot at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass jointly and severally to such Lot owner's successor in title, regardless of whether expressly assumed by such successor, and such delinquent assessments shall remain a charge on and continuing lien against the Lot, which may be foreclosed by the Declarant or the Community Association in the manner prescribed by law.

11. All capitalized terms not defined herein shall have the 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 WHEREOF, the undersigned have duly executed this October __, 1998 Amendment as of the day, month and year first above written.

BOOK 7129 PAGE 0210

POLO FIELDS, INC.,
a Kentucky corporation

By: [Signature]

Title: Vice President

LACE, INC.,
a Kentucky corporation

By: [Signature]

Title: President

POLO FIELDS COMMUNITY ASSOCIATION, INC.,
a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY

)

) SS:

COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged before me on the 22 day of Oct, 1998, by David
~~member~~ of Polo Fields, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: June 29, 2002

[Seal]

[Signature]
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

BOOK 7129 PAGE 0211

The foregoing instrument was acknowledged before me on the 2nd day of oct, 1998, by David
Greenberg of Polo Fields Community Association, Inc., a Kentucky non-profit corporation, on behalf of said corporation.

My commission expires: June 29, 2002

[Seal]

Sharon Fitch
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on the 2nd day of oct, 1998, by David
Greenberg of Lace, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: June 29, 2002

[Seal]

Sharon Fitch
NOTARY PUBLIC

The foregoing instrument was prepared by:

JA McL

Jeffrey A. McKenzie, Esq.
GREENEBAUM DOHL & McDONALD PLLC
3300 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 589-4200

Recorded in Plat Book
No. 44 Page 75
Part No. _____

LOU-162287-2

Document No.: DN1998173401
Lodged By: presnell associates inc
Recorded On: 10/27/1998 03:02:20
Total Fees: 15.00
Transfer Tax: .00
County Clerk: Rebecca Jackson
Deputy Clerk: EVERSB

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