

**AUGUST 2007 CHATHAM PARK  
AT THE POLO FIELDS, SECTION 1  
AMENDMENT  
TO THE ORIGINAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
POLO FIELDS SUBDIVISION  
August, 2007**

**POLO FIELDS, INC.  
12305 Westport Road, Suite 4  
Louisville, Kentucky 40245  
and  
R. MILES PROPERTIES, LLC  
8709 Old Bardstown Road  
Louisville, Kentucky 40291**

**THIS August 2007 CHATHAM PARK AT THE POLO FIELDS SECTION 1 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO FIELDS SUBDIVISION** (this "August 2007 Chatham Park Amendment") is made, imposed and declared as of this 22 day of August, 2007, by POLO FIELDS, INC., a Kentucky corporation, with principal office and place of business at 12305 Westport Road, Suite 104, Louisville, Kentucky 40245 ("**Declarant**") and by R. MILES PROPERTIES, L.L.C., a Kentucky limited liability company, 8709 Old Bardstown Road, Louisville, Kentucky 40291 ("**Owner**").

**WITNESSETH:**

**WHEREAS**, Declarant established certain covenants, conditions and restrictions for Polo Fields Subdivision, 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, which has been amended as follows:

- a) 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,
- b) 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,
- c) 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,
- d) 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,
- e) 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,
- f) 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,

- g) October 31, 1995 Amendment to Declaration of Covenants, Conditions and Restrictions, of record in Deed Book 6664, Page 890,
- h) 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,
- i) 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,
- j) 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,
- k) 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,
- l) 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,
- m) 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,
- n) 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 7338, Page 645,
- o) September 26, 2002 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of September 26, 2002, in Deed Book 7968, Page 315,
- p) December 19, 2002 Amendment to Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, of record in Deed Book 8030, Page 93,
- q) May 22, 2003 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of May 22, 2003, in Deed Book 8161, Page 114,
- r) January 2004 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of January 19, 2004, in Deed Book 8340, Page 379,
- s) January 2004 Amendment Section 17 to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of January 19, 2004, in Deed Book 8346, Page 803,
- t) February 2004 Section 15 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8377, Page 489, a
- u) April 2004 Section 17A Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8397, Page 555,
- v) October 2004 Section 16 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8525, Page 693,
- w) April 2005 Section 13 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8605, Page 392,
- x) July 2005 Phase 2 The Meadows of the Polo Fields Amendment to the Original Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8667, Page 1,
- y) September 2005 Phase 3 The Meadows of the Polo Fields Amendment to the Original Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8715, Page 464,

- z) February 2006 Phase 4 The Meadows of the Polo Fields Amendment to the Original Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, in Deed Book 8799, Page 893,

all in the office of the Clerk of Jefferson County, Kentucky (as amended, the “Declaration” or the “Restrictions”).

**WHEREAS**, Owner is the owner of the property described below and has determined that the recordation of Restrictions against the “Chatham Park Section 1 Lots” in the Polo Fields as defined below, will increase the value of such property for the benefit of Owner and Declarant and all subsequent owners of any portion of such Chatham Park Section 1 Lots; and

**WHEREAS**, Owner desires to impose upon that 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. **Adoption of Restrictions as Amended.** Owner hereby imposes the terms and obligations of the Restrictions upon the Chatham Park Section 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 Chatham Park Section 1 Lots.

2. **Acceptance of Declarant.** Declarant hereby agrees that the Chatham Park Section 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 Chatham Park Section 1 Lots unless Owner or its assigns has consented to same in writing.

3. **Subject Property – Chatham Park Section 1 Lots.** Section 1.1 of the initial 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:

Chatham Park Section 1

BEING Lots 459 to 500 inclusive (collectively referred to as “Chatham Park Section 1 Lots”), and the Open Space Lot 1000, all as shown on the plat of Chatham Park at the Polo Fields, Section 1, of record in Plat and Subdivision Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Clerk of Jefferson County, Kentucky.

BEING part of the property conveyed to R. Miles Properties, LLC by Deed dated October 31, 2006, of record in Deed Book 8930, Page 659, in the office of the Clerk of Jefferson County, Kentucky.

4. **Minimum Square Footages.** Section 3.3 of the Declaration entitled "Minimum Finished Floor Areas" is hereby amended to state that homes to be constructed on the Chatham Park Section 1 Lots shall have the following minimum finished floor areas:

- (a) **One-Story.** A ranch or one story residence shall be a minimum of 1,300 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 have a minimum of 1,600 finished and habitable square feet, exclusive of the garage.
- (c) **Two-Story.** A two-story residence shall be a minimum of 1,800 finished and habitable square feet, exclusive of the garage.
- (d) **Exclusions.** Finished basements areas, garages and open porches are not included in computing the minimum floor areas pursuant to Section 3.3G.

5. **Plan Approval.** With respect to all Chatham Park Section 1 Lots, Declarant hereby assigns to Owner the right of approval of plans as contemplated by Section 3.1 of the initial Declaration of record in Deed Book 6266, Page 692, in the office of the Clerk of Jefferson County, Kentucky, and all plans contemplated by that Section 3.1 for the Chatham Park Section 1 Lots must receive the prior written approval of Owner.

6. **Polo Fields Community Associations, Inc.; Social Memberships in Polo Fields Country Club.**

(a) **Community Association.** The owner of each Chatham Park Section 1 Lot shall be a member of the Polo Fields Community Association, Inc., as set forth in the Restrictions, subject to obligations to pay dues or assessments as set forth in the Restrictions.

(b) **Country Club.** Pursuant to the Restrictions, and pursuant to those certain restrictions and covenants relating to the Polo Fields Country Club (the "Club") in favor of Declarant and the lot owners within the Polo Fields Subdivision, all as set forth in that certain Agreement Regarding Social Memberships and Mutual Release, that certain Agreement regarding Golf Memberships and Mutual Release, and that certain Omnibus Settlement Agreement and Mutual Release (the "Omnibus Agreement"), recorded in Deed Book 7015, Page 76, in Deed Book 7015, Page 63 and in Deed Book 7015, Page 35, respectively, in the office aforesaid (as amended, collectively, the "Club Restrictions"), Declarant has created "Social Membership" in the Club, as defined in the Restrictions, the Club Restrictions and the documents referenced therein. Pursuant to the Omnibus Agreement, GC Development, Inc., has granted to Declarant the right to assign an unlimited number of Social Memberships in the Club. *The Club and its current owner, GC Development, Inc (and any*

*subsequent owner).*, has no right and/or authority to sell memberships of any kind to any builder or developer adjacent to any property of the Polo Fields Subdivision without the express written authority and approval of Declarant. These Social Memberships, will allow the purchaser of a Chatham Park Section 1 Lot to have a right (the "Dormancy Right") to decline to activate the Social Membership or, if the Dormancy Right has not been exercised for such Social Membership, to allow the membership to lapse, provided notice is given as set forth in the Restrictions and the Club Restrictions, which Social Membership passes to any subsequent owner or assignee of each Chatham Park Section 1 Lot. These Social Memberships will have the Dormancy Right, subject to restrictions and agreements imposed by the Club and Declarant from time to time. The Owner and each subsequent owner of any Chatham Park Section 1 Lot shall not be required to accept a Social Membership in the 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 Chatham Park Section 1 Lots' Social Membership passes with the deed with the right of Dormancy, and any persons who are residents of Chatham Park Section 1 Lots shall have the right to refuse to become Social Members of the Club, provided that such Chatham Park Section 1 Lot owner shall be obligated to pay one year's dues in advance to reactivate a Social Membership in the Club.

7. **Garages.** Declarant grants to Owner, and Owner reserves, the right to approve garage doors that face the front lot line for Chatham Park Section 1 Lots, which approval must be in writing and granted before construction begins. Without such approval by Owner only, no garage may face the front lot line as provided for in Section 3.5(a) of the initial Declaration of record in Deed Book 6266, Page 692, in the office of the Clerk of Jefferson County, Kentucky.

8. **Side Yards.** Side yard set back areas for each Chatham Park Section 1 Lot shall not be less than five feet for each side yard.

9. **Building Materials.** Section 3.2(a) of the Initial Declaration of record in Deed Book 6266, Page 692, is amended to provide that the following are acceptable building materials for homes constructed on the Chatham Park Section 1 Lots - brick, brick veneer, stone, stone veneer or vinyl; provided, however, that other materials may be approved by Owner in its discretion; and provided further, that with respect to all Chatham Park Section 1 Lots that border the Polo Fields Golf Course, the following are acceptable building materials - brick, brick veneer, stone or stone veneer, except that cantilevers, dormers, soffits, areas above the roof line and other accent areas may be vinyl or other materials approved by Owner in its discretion.

10. **Roof Pitch.** Section 3.2(b) of the Initial Declaration of record in Deed Book 6266, Page 692, is amended to provide that the following roof pitch is required for homes constructed on the Chatham Park Section 1 Lots: 7 inches vertical for every plane of 12 inches horizontal.

11. **Open Space Lot.** Open Space Lot 1000, as shown on the plat of Chatham Park at the Polo Fields Section 1, shall also be a part of the Common Area. Initially Developer, and then upon conveyance of that Open Space Lot 1000 to the Community Association, the Community Association shall treat any accumulation of water on that Open Space Lot 1000 with a mosquito larvacide approved by the Louisville Metro Health Department, such treatment to be in accordance

with product's labeling.

12. **Trees.** Section 3.1(b) of the Initial Declaration of record in Deed Book 6266, Page 692, is amended to provide that the following is the minimum number of trees for each Chatham Park Section 1 Lot: one (1) tree in the front yard, with no minimum caliper. No trees in portions of Chatham Park Section 1 Lots that border the Polo Fields golf course may be removed without the consent of Declarant or the Polo Fields Community Association, Inc., unless such trees are dying or diseased.

13. **Deposit.** Before beginning any construction on any Chatham Park Section 1 Lot, the Chatham Park Section 1 Lot owner or builder shall pay to Owner a security deposit of \$1,000.00 to be held by Owner until the Chatham Park Section 1 Lot owner or builder has (a) completed the single family home on the Lot, (b) completed the sidewalk on the Lot, (c) repaired any damage to roads, curbs or other areas of the Chatham Park Section 1 caused by the Chatham Park Section 1 Lot owner or builder, (d) final grading of the applicable Chatham Park Section 1 Lot has been accepted by the governmental agencies with jurisdiction, and (e) the Chatham Park Section 1 Lot owner or builder has otherwise fully complied with the Declaration. This deposit in no way limits the liability of the Chatham Park Section 1 Lot owner or builder for noncompliance with or a breach of the Declaration.

14. **No Common Area Dedication.** The following provisions are hereby added to the Declaration:

Anything to the contrary herein notwithstanding, the Community 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 without approval from the Louisville Metro Planning Commission.

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.

15. **Entry Feature.** There is hereby reserved on Lot 459 an easement in favor of Owner and the Polo Fields Community Association, Inc. for an entry feature for Chatham Park at the Polo Fields, in the location shown on the plat of Chatham Park at the Polo Fields Section 1 and designated "var. signature entrance & landscape esm't", together with an easement for irrigation lines and any utilities serving the entry feature and an easement for ingress and egress over, under and across Lot 459 for the Polo Fields Community Association, Inc. to maintain the entry feature. The entry feature located on such Lot will be maintained by the Polo Fields Community Association, Inc.

16. **Woodland Protection Area.** Woodland Protection Areas (WPAs) designated on the plan for Chatham Park at the Polo Fields Section 1 represent portions of the site that shall permanently preserve all existing vegetation. All clearing, grading and fill activity in these areas

must be in keeping with restrictions established by the Louisville Metro Planning Commission at the time the subdivision plan for this property was approved. No further clearing, grading, construction or other land disturbing activity shall take place within the WPAs beyond pruning to improve the general health of the tree or to remove dead or declining trees that may pose a public health and safety threat.

17. **Tree Canopy Protection Area.** Tree Canopy Protections Areas (TCPAs) identified on the plan for Chatham Park at the Polo Fields Section 1 represent trees and/or portions of the site designated to meet the Tree Canopy requirements of Chapter 10, Part 1 of the Land Development Code and are to be permanently protected. All clearing, grading and fill activity in these areas must be in keeping with restrictions established by the Louisville Metro Planning Commission at the time the subdivision plan for this property was approved. As trees within TCPAs are lost through natural causes, new trees shall be planted in order to maintain minimum tree canopy as specified on the approved preliminary subdivision plan.

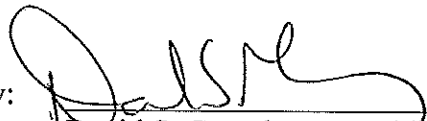
18. **Incorporation of Definitions.** All capitalized terms not defined herein shall have same meanings as those set forth in the Declaration.

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

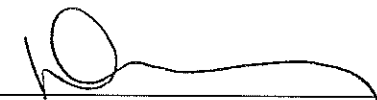
20. **Joinder by Community Association.** Polo Fields Community Association, Inc. hereby enters herein for the purpose of consenting to the foregoing amendments.

IN WITNESS WHEREON, the undersigned have duly executed this October 2004 Section 16 Amendment as of the day, month and year first above written.

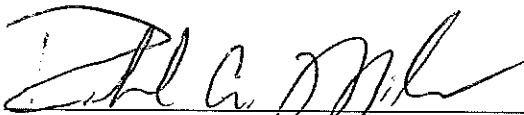
**POLO FIELDS, INC.,**  
a Kentucky corporation

By:   
David S. Greenberg, President

**POLO FIELDS COMMUNITY ASSOCIATION,  
INC.,** a Kentucky corporation

By:   
David S. Greenberg, President

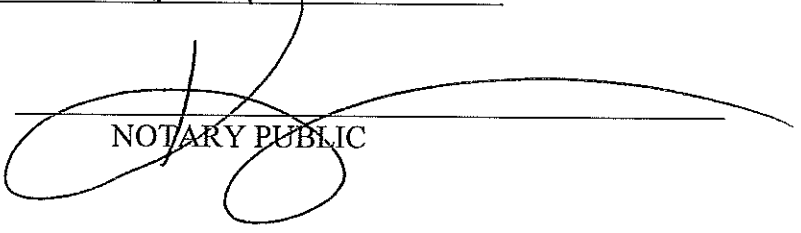
**R. MILES PROPERTIES, L.L.C.,**  
A Kentucky limited liability company

By:   
Richard A. Miles, Member

STATE OF KENTUCKY    )  
                                  )SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 23 day of August, 2007 by David S. Greenberg, as president of Polo Fields, Inc., a Kentucky corporation, on behalf of said corporation.

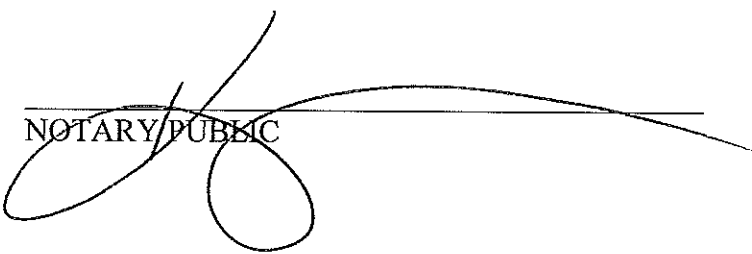
My commission expires: 10-06-2007

  
NOTARY PUBLIC

STATE OF KENTUCKY    )  
                                  )SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2007 by David S. Greenberg, as president of Polo Fields Community Association, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: 10-06-2007

  
NOTARY PUBLIC

STATE OF KENTUCKY    )  
                                  )SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2007 by Richard A. Miles, as member of R. Miles Properties, LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires: 8-7-2011

LISA D. HART  
NOTARY PUBLIC  
STATE AT LARGE  
STATE OF KENTUCKY  
My Commission Expires Aug. 7, 2011



  
\_\_\_\_\_  
NOTARY PUBLIC

This Instrument was prepared by:

\_\_\_\_\_  
David B. Buechler  
Salyers & Buechler, P.S.C.  
Suite 204, The 1000 Building  
6200 Dutchmans Lane  
Louisville, Kentucky 40205