

**SEPTEMBER 2005 PHASE 3 THE MEADOWS OF THE POLO FIELDS
AMENDMENT TO THE ORIGINAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
POLO FIELDS SUBDIVISION
SEPTEMBER 20TH, 2005**

**POLO FIELDS, INC.
12305 Westport Road
Suite 104
Louisville, Kentucky 40245**

THIS SEPTEMBER 2005 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO FIELDS SUBDIVISION ("SEPTEMBER 2005 Amendment") is made, imposed and declared as of this 20TH day of September 2005, by POLO FIELDS, INC., a Kentucky corporation, with principal office and place of business at 12305 Westport Road, Suite 104, Louisville, Kentucky 40245 ("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 7338, Page 645, as further amended by that 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, 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, and as further amended by that 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, as further amended by that 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, as further amended by that October 2004 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, of record in Deed Book 8525, Page 693, as further amended by that April 2005 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, and as further amended by that July 2005 Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Fields Subdivision, as of July 29, 2005, in Deed Book 8667, Page 0001, 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 3 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 3 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 3 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 3 Lots.

2. Declarant hereby agrees that the Phase 3 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 3 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 3

BEING (collectively referred to as "Phase 3 Lots"), all as shown on the plat of record in Plat and Subdivision Book ____, Page ____, in the office of the Clerk of Jefferson County, Kentucky; identifying Lots 184 through 202 and Lot 206.

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 require brick exteriors except for accent treatments. 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 3 Lots (unless other minimum finished floor areas are otherwise specified with respect to any of Phase 3 Lots in any supplemental declaration or on the Plat filed in the aforesaid Clerk's Office with respect to Phase 3 Lots 184 through 202 and Lot 206;

(a) One-Story. A ranch or one story residence shall be a minimum of 1,600 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 1,800 finished and habitable square feet, with a minimum of 1,000 square feet on the first floor, exclusive of the garage.

(c) Two-Story. A two-story residence shall be a minimum of 2,000 finished and habitable square feet, with a minimum of 1,000 square feet 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 3 "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 3 "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 2.5(i). Lighting. Outdoor lighting for streets, parking area illumination and security shall be either standard residential LG&E style lighting with shields; Building mounted fixtures must be similar coach lamp style or porch lights with no wattage in excess of 75 watts and must be approved by Declarant. Light levels due to lighting on the subject site shall not exceed 0.5 foot candles measured at the property line. Light shields shall be added and street poles placed in conjunction with input from affected adjoining property owners to mitigate adverse impacts, if any, of street lighting on them.

Section 3.1(b)(i)(a). Trees. The following shall be the minimum requirement of trees to be maintained on each Lot within Phase 3 Lots: Each lot owner must maintain at a minimum two (2) Type A trees in the front yard of the residential home located on said lot of at least 2" diameter and two (2) Type B trees in the rear yard of the residential home located on said lot of at least 1.5" diameter. Type A and Type B trees are described on Exhibit "A" attached hereto entitled Land Development Code, Appendix 10A Preferred Plant List, Preferred Trees and Shrubs.

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 September 20TH, 2005 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: Director

STATE OF KENTUCKY)
)SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20th day of September, 2005 by J. D. Cooper, as President of Polo Fields, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: June 29, 2006

Sharon F. Fletcher

NOTARY PUBLIC

STATE OF KENTUCKY)
)SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20th day of September 2005 by J. D. Cooper, as Director of Polo Fields Community Association, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: June 29, 2006

Sharon F. Fletcher
NOTARY PUBLIC

This Instrument was prepared by :

Paul Croce
Paul W. Croce, Esq.
12305 Westport Road, Suite 104
Louisville, Kentucky 40245
(502) 326-9626

PREFERRED TREES AND SHRUBS

(Suitable for the Louisville area and hardy in zones 5-7)

Contributed by: John A. Swintosky, ASLA, Metro Parks

TREES

SCIENTIFIC NAME	COMMON NAME	TREE TYPE
<i>Acer rubrum</i> (straight species)	Red Maple	A
<i>Acer saccharum</i> ssp. <i>nigrum</i>	Black Maple	A
<i>Acer sacharum</i> (straight species)	Sugar Maple	A
<i>Aesculus flava</i> (octandra)	Yellow Buckeye	A
<i>Aesculus glabra</i>	Ohio Buckeye	B
<i>Aesculus pavia</i>	Red Buckeye	C
<i>Alnus serrulata</i>	Alder	C
<i>Amelanchier laevis</i>	Serviceberry	C
<i>Asimina triloba</i>	Pawpaw	C
<i>Betula lenta</i>	Sweet Birch	A
<i>Betula nigra</i>	River Birch	A
<i>Carpinus caroliniana</i>	American Hornbeam	B
<i>Carya</i> (species)	Hickory	A
<i>Catalpa bignoniaceae</i>	Catalpa	A
<i>Celtis</i> (species)	Hackberry	A
<i>Cercis canadensis</i>	Redbud	C
<i>Chionanthus virginicus</i>	Fringe Tree	C
<i>Cladrastis kentukea</i>	Yellowwood	B
<i>Cornus alternifolia</i>	Pagoda Dogwood	C
<i>Cornus amomum</i>	Silky Dogwood	C
<i>Cornus florida</i>	Flowering Dogwood	C
<i>Cornus racemosa</i>	Gray Dogwood	C
<i>Crataegus species</i>	Hawthorn	C
<i>Diospyros virginiana</i>	Persimmon	B
<i>Fagus grandifolia</i>	American beech	A
<i>Franklinia alatamaha</i>	Franklinia	C
<i>Fraxinus americana</i>	White Ash	A
<i>Fraxinus pennsylvanica</i>	Green Ash	A
<i>Fraxinus quadrangulata</i>	Blue Ash	A
<i>Gymnocladus dioicus</i> (male only)	Kentucky Coffee Tree	A
<i>Halesia carolina</i>	Carolina Silverbell	B
<i>Halesia diptera</i>	Two-wing Silverbell	C
<i>Ilex opaca</i>	American Holly	A
<i>Juglans cinerea</i>	Butternut	A
<i>Juglans nigra</i>	Walnut	A
<i>Juniperus virginiana</i>	Eastern Red Cedar	B

Note: "Tree Type A" designates large trees, B type trees are medium and C trees are small for the purposes of applying the Land Development Code. See Table 10.1.3 and Tree Types A,B,C for further information for using this appendix

TREES

SCIENTIFIC NAME	COMMON NAME	TREE TYPE
<i>Liquidambar styraciflua</i>	Sweetgum	A
<i>Liriodendron tulipifera</i>	Tulip Tree	A
<i>Magnolia acuminata</i>	Cucumbertree Magnolia	A
<i>Magnolia macrophylla</i>	Bigleaf Magnolia	B
<i>Magnolia tripetala</i>	Umbrella Magnolia	B
<i>Magnolia virginiana</i>	Sweetbay Magnolia	C
<i>Nyssa sylvatica</i>	Blackgum	B
<i>Osmanthus americanus</i>	Devilwood	C
<i>Ostrya virginiana</i>	Hophornbeam	B
<i>Oxydendrum arboreum</i>	Sourwood	B
<i>Pinus echinata</i>	Shortleaf Pine	A
<i>Pinus flexilis</i>	Limber Pine	B
<i>Pinus strobus</i>	White Pine	A
<i>Pinus virginiana</i>	Virginia Pine	B
<i>Platanus occidentalis</i>	Sycamore	A
<i>Prunus serotina</i>	Black Cherry	A
<i>Ptelea trifoliata</i>	Hop Tree, Wafer Ash	C
<i>Quercus alba</i>	White Oak	A
<i>Quercus bicolor</i>	Swamp white Oak	A
<i>Quercus coccinea</i>	Scarlet Oak	A
<i>Quercus falcata</i> var. <i>pagodifolia</i>	Cherrybark Oak	A
<i>Quercus imbricaria</i>	Shingle Oak	A
<i>Quercus lyrata</i>	Overcup Oak	B
<i>Quercus macrocarpa</i>	Bur Oak	A
<i>Quercus marilandica</i>	Blackjack Oak	B
<i>Quercus michauxii</i>	Swamp chestnut Oak	B
<i>Quercus muehlenbergii</i>	Chinkapin Oak	B
<i>Quercus palustris</i>	Pin Oak	A
<i>Quercus phellos</i>	Willow Oak	A
<i>Quercus rubra</i> (<i>borealis</i>)	Red Oak	A
<i>Quercus shumardii</i>	Shumard Oak	A
<i>Quercus stellata</i>	Post Oak	B
<i>Quercus velutina</i>	Black Oak	A
<i>Robinia pseudoacacia</i>	Black Locust	B
<i>Salix nigra</i>	Black Willow	B
<i>Sassafras albidum</i>	Sassafras	B
<i>Stewartia monadelpha</i> ; <i>ovata</i>	Tall Stewartia; Mountain Stewartia	C
<i>Taxodium ascendens</i>	Pond Cypress	A
<i>Taxodium distichum</i>	Bald cypress	A
<i>Tilia americana</i>	American Linden, Basswood	A

TREES

SCIENTIFIC NAME	COMMON NAME	TREE TYPE
<i>Tsuga canadensis</i>	Eastern Hemlock	A
<i>Ulmus alata</i>	Winged Elm	B
<i>Ulmus americana</i>	American Elm	A
<i>Ulmus rubra</i>	Slippery Elm	A
<i>Viburnum lentago</i>	Nannyberry Viburnum	C
<i>Viburnum prunifolium</i>	Blackhaw Viburnum	C
<i>Viburnum rufidulum</i>	Rusty Blackhaw Viburnum	C
<i>Zelkova serrata</i>	Zelkova	A

SHRUBS

SCIENTIFIC NAME	COMMON NAME
<i>Aesculus parviflora</i>	Bottlebrush Buckeye
<i>Amorpha fruticosa</i>	Indigo Bush
<i>Aralia spinosa</i>	Devil's Walking Stick
<i>Aronia arbutifolia</i>	Red Chokeberry
<i>Aronia melanocarpa</i>	Black Chokeberry
<i>Arundinaria gigantea</i>	Cane
<i>Callicarpa americana</i>	Beautyberry
<i>Calycanthus floridus</i>	Sweet Shrub, Carolina Allspice
<i>Ceanothus americanus</i>	New Jersey Tea
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Clethra acuminata</i>	Cinnamon Clethra
<i>Clethra alnifolia</i>	Summersweet
<i>Corylus americana</i>	American Hazel
<i>Dirca palustris</i>	Leatherwood
<i>Euonymus americanus</i>	Strawberry Bush
<i>Euonymus atropurpureus</i>	Eastern Wahoo
<i>Fothergilla gardenii</i>	Dwarf Fothergilla
<i>Hamamelis vernalis</i>	Vernal Witchhazel
<i>Hamamelis virginiana</i>	Common Witchhazel
<i>Hydrangea arborescens</i>	Smooth Hydrangea
<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea
<i>Hypericum (species)</i>	Saint John's Wort
<i>Ilex decidua</i>	Possumhaw
<i>Ilex verticillata</i>	Winterberry
<i>Itea virginica</i>	Virginia Sweetspire
<i>Lindera benzoin</i>	Spicebush
<i>Myrica pensylvanica</i>	Bayberry

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 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
 Deputy Clerk: LATHIL