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BOBBIE HOLSCRAW

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**DOVE POINT ESTATES, SECTION 1**

Jefferson County, Kentucky

This Declaration of Covenants, Conditions and Restrictions for Dove Point Estates, Section 1 (this "Declaration") is made as of SEPT. 15, 2017, ~~2017~~, by DOVE POINT ESTATES, LLC, a Kentucky limited liability company, 10122 Taylorsville Road, Louisville, Kentucky 40299 ("Declarant").

PRELIMINARY STATEMENTS

A. Declarant is the owner of certain real property in Jefferson County, Kentucky, as set forth in Article I below.

B. Declarant desires and intends to develop the real property in sections, in accordance with the provisions of this Declaration, and to subject and impose on the real property, as it is developed, certain easements, restrictions, covenants, conditions, rights and obligations under a general plan and scheme of development for the benefit of the real property, for the benefit of Declarant and its successors and assigns, and for the benefit of purchasers of Lots and their successors and assigns.

SUBMISSION TO DECLARATION

Declarant hereby declares that the property described in Section 1.1 of this Declaration, and any real property developed as other future sections of Dove Point Estates, if and when subjected to this Declaration according to the provisions of Section 2.1 (all such property being referred to as the "Subdivision"), shall be held, owned, leased, mortgaged, used, occupied, sold and conveyed subject to the easements, restrictions, covenants, conditions, rights and obligations set forth in this Declaration (as may be amended), all of which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants, conditions, rights and obligations shall run with the real property and be binding on and inure to the benefit of all persons and entities having any right, title or interest in the real property, and their heirs, successors and assigns.

ARTICLE I**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1.1. Subject Property. The real property which is hereby made subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

BEING Lots 1 through 28 inclusive (each a "Lot" and collectively the "Lots") and Open Space Lots 29 and 30, Dove Point Estates, Section 1, Record Plat of which is recorded in Plat and Subdivision Book 54, Pages 83-84 and _____, in the office of the Clerk of Jefferson County, Kentucky.

AND

BEING Tract 2 as shown on the Dove Point Estates Minor Subdivision Plat approved by the Louisville Metro Planning Commission on March 8, 2017 under Docket No. 17MINORPLAT1006, which Minor Subdivision Plat is of record in Plat and Subdivision Book 56, Pages 36 and 37, in the office of the Clerk of Jefferson County, Kentucky (this Tract 2 is a "Lot" and the existing residence on that Lot is referred to as the "Existing House").

BEING part of the properties acquired by Dove Pointe Estates, LLC, by deed of record in Deed Book 10753, Page 448, by deed of record in Deed Book 10753, Page 453, and by deed of record in Deed Book 10753, Page 456, as such real properties were consolidated by deed of consolidation of record in Deed Book 10798, Page 75, all in the office of the Clerk of Jefferson County, Kentucky.

Section 1.2. Additions. Additional real property may become subject to this Declaration and designated as additional sections or phases of the Subdivision. Currently, Declarant intends to develop as additional sections of the Subdivision the real property described in the deed of consolidation of record in Deed Book 10798, Page 75, in the office of the Clerk of Jefferson County, Kentucky. However, nothing in this Declaration requires Declarant to develop any or all of that real property as part of the Subdivision, and such real property, or portions thereof, shall only be subject to this Declaration if this Declaration is amended or supplemented to include portions of such real property or if portions of such real property are made subject to this Declaration by a separate declaration of covenants, conditions and restrictions. Also, Declarant may include other real property not described in the deed of consolidation of record in Deed Book 10798, Page 75, in the office of the Clerk of Jefferson County, Kentucky. To the extent Declarant does incorporate other portions of real property into the Subdivision, the other portions may contain certain common areas or open spaces or rights and easements benefiting this Section 1, and this Section 1 may contain common areas or open spaces for the benefit of future sections or phases. Declarant reserves the right to create cross easements, restrictions, covenants, conditions, rights and obligations on any such common areas or open spaces and to provide that common areas or open spaces initially covered by this Declaration shall inure to the benefit of the owners of any new Lots in future sections or phases, and the common areas or open spaces in any future sections or phases, if so designated by Declarant, shall inure to the benefit of the owners of Lots in this Section 1, to the extent and only to the extent set forth in this Declaration or subsequent declarations or supplements or amendments, each to enjoy the common areas or open spaces of the others and to have and to hold such common areas or open spaces as if they had been developed and subjected to this Declaration initially. Declarant does reserve the right to limit the use and enjoyment of certain common area or open space in future sections or phases to the residents of such future sections or phases. All additions shall be made by filing in the office of the Clerk of Jefferson County, Kentucky, a separate, supplementary or amended declaration of covenants, conditions and restrictions with respect to the additional portions of the real property which shall extend the scheme (as modified or amended) of the easements, restrictions, covenants, conditions, rights and

obligations in this Declaration to such real property. The supplementary, separate or amended declarations may contain additions to, modifications of and differences from the easements, restrictions, covenants, conditions, rights and obligations contained in this Declaration Declarant in Declarant's sole discretion deems appropriate for such other sections or phases.

ARTICLE II USE RESTRICTIONS

Section 2.1. Primary Use Restrictions. No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered or permitted to remain on any Lot except single family dwellings designed for the occupancy of one family. "Family," as used in this Section 2.1, shall include any domestic servants living on the premises. Without limiting the generality of the phrase "private single-family residential purposes", Declarant expressly excludes from that phrase, and the following shall not be permitted on any Lot, regardless of whether any of the following uses would be permitted by applicable zoning regulations or other applicable laws, ordinances or regulations, and uses which constitute or relate to (a) boarding houses, (b) lodging houses, (c) fraternities or sororities, (d) clubs, (e) hotels or motels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirm, (i) programs with respect to which admission or residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, and (j) any "group home" or other similar use as determined by Declarant or the Community Association (defined below).

Section 2.2. Use of Other Structures and Vehicles.

(a) Other Structures. No structure of a temporary character shall be permitted on any Lot, and no sheds or other detached structures shall be permitted on any Lot, except temporary tool sheds or field or sales offices used by a builder with the written approval of Declarant, or sales or field offices used by Declarant, which shall be removed when construction or development is completed. This restriction does not prohibit the construction or erection of a recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like), but only if the design, size, placement and screening have been approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

(b) No Temporary Residences. No outbuilding, basement, tent, shack, garage, barn, bus, mobile home, motor home, other vehicles or structure other than the main residence erected on a Lot shall at any time be used as a residence, either temporarily or permanently.

(c) Restrictions on Vehicles and Parking.

(i) No bus, mobile home, motor home, trailer, camping vehicles, boat, truck, recreational vehicle or similar vehicle shall be parked or kept on any Lot or on any street in the Subdivision except within a garage with the garage door shut when not being used to exit or enter the garage; provided, such vehicles may be parked on a

Lot or street up to but not more than six (6) times in any calendar year and each time for a period not to exceed forty-eight (48) consecutive hours..

(ii) No commercial vehicle shall be parked or kept on any Lot or on any street in the Subdivision except within a garage with the garage door shut when not being used to exit or enter the garage; provided, such vehicles may be parked on a Lot or street up to but not more than six (6) times in any calendar year and each time for a period not to exceed forty-eight (48) consecutive hours, and only if used as part of temporary construction or repair activity on the Lot. This restriction does not apply to builders and subcontractors and suppliers building houses in the Subdivision. The term "commercial vehicle" means a vehicle having or meeting any one of the following characteristics: having dual rear wheels; having a design load of more than one ton; being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes; or advertising a business or containing on its exterior any business information other than a business name, and that business name may only be displayed on the driver's side door of the vehicle and on one passenger side door.

(iii) No vehicle, motorized or otherwise, shall be parked overnight on any street or right-of-way of the Subdivision and no such vehicle shall be parked at any time except on a street, on a legal driveway, in a garage, or in a parking lot by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

Section 2.3. Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the Louisville, Kentucky area) may be kept, providing they are not kept, bred or maintained for any commercial purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet; provided, however, that household pets may be walked within the Subdivision, so long as such animals are at all times under the control of a resident; provided, the foregoing does not give any person the right to take the pet or animal on the private property of any other Lot owner. The owner of the animal shall properly pick up and dispose of any feces dropped by the animal, in a prompt and sanitary manner. The Community Association may impose reasonable fines for violation of this requirement. No dog runs or similar structures may be erected or placed on any Lot unless first approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

Section 2.4. Several Restrictions.

(a) Clotheslines. No outside clotheslines shall be erected or placed on any Lot.

(b) Fences and Walls. No fence, hedge or wall of any nature shall be placed or planted on any Lot unless its design, materials and placement of planting are approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). Except for chain link fences as provided in section 2.2(c) of this

Declaration, all fences must be no higher than four (4) feet tall and must be either wrought iron or aluminum. No fence, hedge or wall of any nature may be extended towards the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches). Electric or so called invisible fencing for pet control shall not extend toward the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches).

(c) Tennis Courts. No tennis court and fence shall be erected or placed on any Lot unless approved by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). To the extent any tennis court is allowed, no tennis court fencing shall be erected or placed unless (i) the fencing is coated with black, green or other colored vinyl approved by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association); (ii) the fencing is landscaped; (iii) and the plans have been approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association); and (iv) any lighting is directed down and away from other Lots and residences.

(d) Basketball Goals/Sports Equipment. No basketball goals or other goals, nets, skateboard ramps, or other sports equipment of any nature shall be placed on any Lot unless the design or placement are approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

(e) Swimming Pools. No in ground swimming pool shall be erected or placed on any Lot unless and until the plans have been approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). No above ground pools shall be erected or place on any Lot. Hot tubs and spas may be placed on a Lot only if the size, design, location and landscaping have been approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association)

(f) Antenna. No antenna or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot (except for a standard small television antennae that are concealed and contained within the interior of a residence and that are not viewable from outside such residence) unless the site design and placement are approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association), which approval shall be within the discretion of Declarant or Community Association as applicable, and (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain, by fences or other structures. By granting permission to one or more Lot owners, Declarant or the Community Association shall not be deemed to have waived this restriction as it applies to other Lots.

(g) Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb residents of adjacent or nearby Lots, as determined by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). All exterior lighting and ornamental post lights must receive the

prior written approval of Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

(h) Ornamental Yard Objects. No ornamental yard objects, statuary, sculpture, flagpoles, or similar items may be placed on any Lot unless the design and placement are approved in writing by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). Flags may be temporarily hung (for a period of five days or less at any one time and for a period not to exceed 60 days per calendar year); provided, flags shall not exceed 24 square feet in area.

(i) Artificial Trees. Artificial trees are not permitted on any Lot.

(j) Firewood. No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored.

(k) Holiday Decorations. Except for Christmas/holiday season decorative lights and attendant displays, which are permitted from December 1 of each year through the following January 10, all holiday or other decorations must be approved Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

(l) Air Conditioning Units. No window air conditioning units shall be placed or used on any Lot.

(m) Common Fence. Declarant, for itself and the Community Association, reserves the right to maintain an existing fence and or place or replace a fence on the perimeter of the Subdivision, which fence does not have to comply with the provisions of Section 2.4(b). Any such fence placed or replaced on the perimeter by Declarant or the Community Association shall be maintained by the Community Association. Each Lot owner grants to Declarant and the Community Association an easement for such fencing, including an easement for access to the fence for maintenance purposes.

Section 2.5. Nuisances. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision.

Section 2.6. Disposal of Trash. No Lot shall be used or maintained as a dumping ground of rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash, garbage or other waste in sanitary containers shall be kept or allowed to remain outside, except same may be placed outside after 5:00 p.m. of the evening before any regular trash or garbage collection day, and until same is collected on said day. Each Lot owner shall use the waste disposal company or companies designated by Declarant (or by the Community Association after Declarant assigns this right to the Community Association), if any, and the Community Association may provide for a contract with a waste disposal company for the Subdivision.

Section 2.7. Drainage; Erosion; Sediment Control. Drainage of each Lot shall conform to the general drainage plans of Declarant for the Subdivision. It is the Lot owner's responsibility to ensure that grading of a Lot complies with the drainage plan. If drainage is blocked or altered, the Lot owner shall correct the problem at the Lot owner's expense. If any Lot owner fails to do so, Declarant (or the Community Association after Declarant assigns this right to the Community Association) may perform the corrective work and charge the cost thereof to the Lot owner. Declarant may place a lien on the Lot to ensure payment of those costs. No storm water drains, roof downspouts, ground water or other water shall be introduced into the sanitary sewage system. Plumbing connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. Each Lot owner shall be responsible for preventing mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited on any street.

Section 2.8. Business; Home Occupations. No trade or business of any kind (including any practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted on any Lot, except for "home occupations" as that term is strictly construed in accordance with applicable zoning regulations. Notwithstanding the provisions hereof or of section 2.1 of this Declaration, a new house may be used by a builder thereof as a model home for display or for the builder's own office for a period not to exceed 24 months after completion of the house (which 24-month period Declarant may extend in Declarant's discretion). Also, until such time as Declarant has sold all of its Lots in the Subdivision, it may maintain a sales office within the Subdivision.

Section 2.9. 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, which sign shall not be greater in area than nine (9) square feet; provided, however, Declarant shall have the right to (i) erect larger signs when advertising the Subdivision, (ii) place signs on Lots designating the lot number of any Lot, and (iii) following the sale of a Lot, place signs on such Lot indicating it has been sold and the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 2.10. Duty to Maintain Lot. After the date of purchase, 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. This requirement includes, without limitation, performing such duties in all areas of the Lot subject to easements. Should any owner fail to do so, then Declarant may take such action as it deems appropriate, including mowing, in order to make such Lot neat and attractive, and the owner shall, immediately upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with a 15% administrative fee, and Declarant shall have a lien on that 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 lien thereon. The owner shall and does hereby indemnify and hold harmless Declarant for any liability,

loss or damage as a result of the entry by Declarant onto the owner's Lot in accordance with this Section 2.10.

Section 2.11. Duty to Repair and Build. Each Lot owner shall, at the owner's sole cost and expense, repair the owner's Lot and residence and keep it in good, first class order and condition. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to the condition which existed immediately prior to the casualty.

Section 2.12. Utility Service.

(a) Underground. Each Lot owner's electric utility, gas, sewer, cable television, internet access and telephone service lines shall be underground at locations designated by Louisville Gas & Electric (LG&E) and other service providers, throughout the length of service from the point of delivery to customer's building, and title to the service lines shall remain in and the cost of installation or maintenance thereof shall be borne individually by the respective owner upon which said service line is located. Above ground electric transformers and pedestals may be installed at appropriate locations.

(b) Easements. Appropriate easements are hereby dedicated and reserved to Louisville Gas & Electric (LG&E) and other service providers, together with the rights of ingress and egress over abutting Lots or properties to install, operate and maintain utility service lines to the provider's termination points. Electric and other service lines, as installed, shall determine the exact location of said easements. Declarant reserves the right to grant easements on, under or over Lots as may be necessary to facilitate utility and telecommunications services where described and directed by Declarant, and each Lot owner shall confirm in a recordable instrument any such additional easement grant upon request. The electric, telephone and other easements shown on the plat of the Subdivision shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or owner without the express written consent of the easement holders, and their respective successors and assigns. Easements for electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including open and drainage space area) outlined by appropriate lines on the plat and designated for underground and overhead facilities. In consideration of bringing service to the property, service providers are granted the right to make further extensions of its lines from all overhead and underground distribution lines. The easements set forth herein or as shown on the recorded plat of the Subdivision, shall include easements for the installation, operation and maintenance of cable television service to the owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums, including but not limited to internet lines.

Section 2.13. Obligation to Construct or Re-convey. If within twenty-four (24) months after the conveyance by Declarant of a Lot without a residence thereon the Lot owner has not begun in good faith the construction of a single-family residence approved according to this Declaration, Declarant may (without obligation) elect to repurchase the Lot or Lots on which construction has not commenced in good faith for an amount equal to the original purchase price paid to Declarant. Also, a Lot owner may not sell a Lot on which construction of a single family dwelling has not commenced in good faith without first offering in writing to re-convey the Lot to Declarant for the original purchase price paid to Declarant for the Lot; if Declarant does not accept the offer within 10 days of receiving the offer, then the Lot owner may sell the Lot to a third party. If Declarant exercises either one of these rights to repurchase, the Lot owner shall upon demand and tender of the purchase price, execute and deliver to Declarant a general warranty deed to the applicable Lot, subject to no liens, encumbrances, easements, restrictions or stipulations other than those in effect at the time of the conveyance of the Lot from Declarant to the Lot owner, and with property tax proration made and closing costs paid customary to practice in the Louisville, Kentucky area.

ARTICLE III ARCHITECTURAL CONTROL

Section 3.1. Approval of Construction, Fencing and Landscaping Plans. No structure may be erected, placed or altered on any Lot until the construction plans and building specifications and a plan consisting of (a) a survey of the Lot prepared by a land surveyor, licensed in the Commonwealth of Kentucky; (b) the location and specifications of all improvements including any building, fence, wall or other structure on the Lot; (c) the grade elevation (including rear, front and side elevations); (d) the type of exterior materials (including delivery of a sample thereof, if requested by Declarant); (e) the color of paint or stain to be applied to any exterior surface (including delivery of a sample thereof); (f) the location and size of the driveway, which shall be concrete unless otherwise approved in writing by Declarant (or the Community Association after Declarant assigns this right to the Community Association); (g) a landscape plan showing trees, shrubs and other plantings, which landscape plan shall also provide for an underground irrigation system for the front yard of each Lot and for any side yard fronting on a street (corner lots) or any side yard adjoining open spaces that are Common Area of the Subdivision; and (h) such other data as the Declarant may request, shall have been approved by Declarant in its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any Lot until a plot plan depicting the location of all improvements, setbacks and easements has been approved by Declarant in its sole discretion. In reviewing any proposed structure, Declarant shall have the right to take into consideration, among other things, the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view from adjacent or neighboring Lots. Declarant, in its sole discretion, shall have the right to accept or reject construction plans and building specifications solely on the basis of aesthetics. References to "Declarant" shall include any entity, person or association, including the Community Association, to which or to whom Declarant may assign its rights and responsibilities, including these rights of approval. References to "structure" in this Section 3.1 shall include, but not be limited to, any building (including a garage), fences, walls, hedges, antennae, microwave and other receivers and

transmitters (including those currently called "satellite dishes"), swimming pool(s), tennis court(s) and mail and paper boxes.

Section 3.2. Building Materials. Except as provided in this Section 3.2, the exterior building material of all residences and structures shall be brick, stone, brick veneer, stone veneer, or a combination of same. Declarant recognizes that the appearance of other exterior building materials (such as wood siding, stucco or stucco like materials, drivet, cedar, vinyl or the like) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. Depending on the overall design of the structure, Declarant intends to approve the use of siding in limited areas such as gables, garage eaves, cantilevers and the like. The color of any paint or stain to be applied to exterior surfaces, whether initial application or reapplication, must be approved by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association). The exterior building material of all residences and structures shall extend to ground level.

Section 3.3. Minimum Floor Areas. The following shall be the minimum floor areas for residences in this Section of the Subdivision:

(a) One-Story. The total floor area of a one-story residence shall be a minimum of 1,800 finished and habitable square feet.

(b) Two-Story. The total floor area for a two-story dwelling shall be a minimum of 2,400 finished and habitable square feet, with a minimum of 1,100 finished and habitable square feet on the first floor.

(c) One and One-half Story. The total floor area of a one and one-half story dwelling shall be a minimum of 2,000 finished and habitable square feet, with a minimum of 1,300 square feet on the first floor.

(d) Exclusions. Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating minimum floor areas.

Section 3.4. Builders. Declarant reserves the right of prior approval of each general contractor, contractor, or builder which proposes, or is contracted with, hired or otherwise retained by any owner, to build a residential structure on any Lot, which approval must be obtained prior to the commencement of any such construction in the Subdivision. Declarant reserves the right of prior approval in order to ensure (i) the maintenance of a quality construction within the Subdivision, (ii) that the economic value of other Lots and structures within the Subdivision, will not be impaired by the construction of residential structures not of the comparable quality, and (iii) the maintenance of the aesthetic quality of the Subdivision. Declarant's approval of any general contractor or builder for any particular Lot shall not be considered approval to build on any subsequent Lot, nor does the Declarant waive any right to disapprove any general contractor or builder on any subsequent Lot because of approval on a previous Lot. Any approval by Declarant of any general contractor, contractor or builder shall in no manner whatsoever serve as a guarantee,

warranty or representation of the quality of workmanship by said general contractor, contractor or builder, or of the ability of said general contractor or builder to fully perform the work for which the owner contracted, nor the owner's satisfaction therewith.

Section 3.5. Setbacks. No structure shall be located on any Lot nearer to the front Lot line or the street side Lot line than the minimum building setback lines shown on the recorded plat of the Subdivision, except steps, bay windows, chimneys, roof overhangs, and open porches may project into said areas with the prior approval of Declarant (or the Community Association after Declarant assigns this approval right to the Community Association), so long as not in with applicable zoning regulations or other laws. Declarant may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations or other laws.

Section 3.6. Garages; Carports. All Lots shall have at least a two-car attached garage. All garages shall have doors that must be maintained by the owner in usable condition. Garages, as structures, are subject to prior plan approval under Article III of this Declaration. Front entry garages will be permitted only in certain situations where Declarant has determined in writing that site conditions, the location of the Lot (for example, cul-de-sac lots) and the design of the garage justify the front entry garage. This determination shall be at the sole discretion of Declarant. Garage doors shall remain closed at all times except when the garage is in use. No carport shall be constructed on any Lot in the Subdivision.

Section 3.7. Landscaping; Driveways; Trees; Sidewalks.

(a) Sod, Landscaping and Irrigation. Promptly after the construction of a residence, the Lot owner (a) shall promptly grade and sod all yards of the Lot (i.e. front, side and rear yards), and (b) shall install landscaping pursuant to the landscape plan approved under Section 3.1. The irrigations system required by Section 3.1 must be installed and operational before occupancy of the residence constructed on a Lot.

(b) Driveway. Promptly after the construction of a residence and in any event prior to occupancy of the residence, the Lot owner shall install the driveway. Any driveway which in Declarant's determination restricts drainage by, over or into a roadway shall be removed and replaced by owner within twenty (20) days of demand for such removal and replacement by Declarant at the sole cost and expense of owner.

(c) Trees. No tree shall be removed from any Lot after implementation of the approved Lot grading plan without the prior written approval of Declarant in its sole discretion. Declarant reserves the right to establish, from time to time, regulations or rules relating the preservation and planting of trees. In addition to other remedies, Declarant may require any Lot owner to immediately replace all damaged or improperly removed trees with a new tree of equal type and size. Trees within Tree Canopy Protection Areas identified on the preliminary plan for the Subdivision are to be permanently protected. All clearing, grading and fill activities in any Tree Canopy Protection Area must be in keeping with requirements of plan approval under Section 3.1. As trees within Tree Canopy Protection Areas are lost through natural causes, new trees shall be

planted to maintain minimum tree canopy as specified in the preliminary plan for the Subdivision. Prior to occupancy of any residence, each Lot owner shall cause to be planted the number, size and type of trees required by the Landscape & Tree Preservation Plan approved by Planning & Design Services, Louisville Metro Planning Commission, Docket No. 16LSCAPE1155, a copy of which is attached to this Declaration. Declarant reserves the right to place trees on Lot either before or after completion of construction of a dwelling.

(d) **Sidewalks.** Each owner shall construct on that owner's Lot a four (4) foot wide concrete sidewalk along the full length of the front Lot line, and where such Lot is a corner Lot, the sidewalk shall be constructed along the full length of each Lot line adjacent to a right-of-way, all in accordance with applicable laws and regulations. Such sidewalk shall be concrete and of broom finish and shall be installed so as to match as smooth grade the sidewalks on adjoining Lots. The sidewalk shall be installed prior to completion of a dwelling on the Lot; provided, however, once at least 80% of the Lots in the Subdivision have dwellings constructed on them, each Lot owner (except Declarant) shall install a sidewalk whether or not construction of a dwelling on that Lot has commenced.

(e) **Default.** Upon a Lot owner's failure to comply with the provisions of this Section 3.7, Declarant may take such action as necessary to cause the owner to comply therewith or take such other actions as Declarant shall deem appropriate, and the owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with a 15% administrative, and together with interest at 12% per year. Declarant shall have a lien on that 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 3.8. Mail and Paper Boxes. All mailboxes and paper boxes shall be of a uniform size and style designated by Declarant (or the Community Association after Declarant assigns this approval right to the Community Association).

Section 3.9. No Split-Level Homes. No bi-level, tri-level or other homes where the level of any portion of the ground floor varies from any other portion of the ground floor by more than 18 inches shall be permitted on any Lot.

Section 3.10. Construction Activities. During the clearing of Lot and construction of a residence thereon, the Lot owner shall perform all of the following obligations set forth in this Section 3.10 and shall further comply with all applicable laws, ordinances and regulations, including without limitation those required by Louisville and Jefferson County Metropolitan Sewer District and under the federal Clean Water Act in order, among other things, to eliminate pollution caused by sediment erosion. The Lot owner shall (a) leave as much vegetation intact as possible on a Lot during construction; (b) install silt fences or straw bales embedded four (4) inches into grade of the Lots at beginning of construction as needed to prevent sediment from leaving a Lot in any direction; (c) install and maintain a gravel drive with extra length for a wash off for all deliveries and installations coincident with the beginning of excavation on the job site;

(d) discourage trucks from entering on the job site other than on the gravel drive; (e) when conditions warrant, pump or convey concrete, or use other methods to prevent mud in the streets; (f) shovel and sweep the streets as needed in front of the Lot to prevent mud build-up in the street; (g) protect streets and curbs from any damage, including scraping, chipping or cracking and keep curbs and streets clear of mud and debris, and repair any damage caused by violating this requirement; (h) provide a container for trash generated during construction and keep trash and debris picked up from the Lot and surrounding areas; and (i) unload equipment on the Lots and not in the streets or other paved areas.

Section 3.11. Subdividing Lots. No owner of a Lot shall subdivide any Lot in the Subdivision, without the prior written consent of the Declarant. Declarant reserves the right in its sole discretion to subdivide, re-plat or alter boundary lines of any Lot or Lots, and to consolidate Lots, so long as such subdivision, re-platting, boundary line alteration, or consolidation complies with applicable subdivision and zoning regulations.

Section 3.12 Certain Exceptions for Existing House. The provisions of Sections 3.1, 3.2, 3.3, 3.5, 3.6 and 3.7 do not apply to the Existing House; provided, the provisions of those Sections do and will apply (a) to any addition made to the Existing House that affects the exterior, and (b) if the Existing House is substantially or completely damaged by fire or other casualty, or if it is voluntarily razed, to any rebuilding of or new construction of a residence on the Lot containing the Existing House.

ARTICLE IV COMMON AREAS AND COMMUNITY ASSOCIATION

Section 4.1. Community Association and Membership. Declarant has incorporated as a not-for-profit corporation under the laws of the Commonwealth of Kentucky "Dove Point Estates Community Association, Inc." (the "**Community Association**"). Declarant and every owner of a Lot shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Articles of Incorporation, Bylaws, 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 that is subject to assessment.

Section 4.2. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Lot owners, with the exception of Declarant (until conversion of the membership as set forth below), and shall be entitled to one vote for each Lot owned. If more than one person or entity owns a Lot, they shall vote their vote together and, if they cannot agree, no vote shall be cast. That is, no votes may be split.

(b) Class B. Class B members shall be Declarant. Declarant shall be entitled to one vote for each Lot in any section or phase of the Subdivision, including Lots sold or conveyed to

third parties. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following events: (i) when 100% of all Lots in the Subdivision (including future sections or phases) have been conveyed to third parties, or (ii) when Declarant elects to convert Class B membership to Class A membership.

Section 4.3. Common Area. Every Lot owner in the Subdivision shall have a right and easement of enjoyment in and to any "Common Area", which right and easement shall be appurtenant to and shall pass with the title to every Lot. The term "Common Area" means and refers to all non-residential Lots and areas designated as "common area" or "open space" or "non-buildable" on any plat of the Subdivision, areas reserved as easements for the benefit of the Community Association, ponds, street lights, streets and roads (whether or not dedicated), and any area intended and designated by Declarant for the common use and enjoyment of Lot owners in the Subdivision, whether or not so designated on a plat. Such Common Area may also mean and include, to the extent necessary and appropriate for the enjoyment of or maintenance by the Community Association, certain areas dedicated to public use and certain easement areas on a Lot or Lots in the Subdivision, including without limitation areas where signature walls or entrances may be located.

The right of enjoyment is subject to the following provisions and rights of the Community Association:

(a) Rules and Regulations; Fines. The Community Association shall have the right to permit or regulate the use of the Common Area and to make rules and regulations governing the use of the Common Area. The Community Association shall have the right to establish reasonable fines for violations of its rules and regulations or violations of this Declaration; provided, no fines shall be assessed until 30 days after notice has been given to Lot owners as to the rate of fines and violations for which fines are assessed.

(b) Borrow Money. The Community Association shall have the right to borrow money for the purpose of improving the Common Area or for constructing, repairing or improving any facilities located or to be located thereon, and to give a security for the payment of any such loan a mortgage on all or part of the Common Area.

(c) Suspension of Rights. The Community Association shall have the right to suspend the voting rights and the right to use and enjoy the Common Area, by any Lot owner for any period during which an assessment against the owner's Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) Transfer or Dedicate. The Community Association shall have the right to make rules and regulations governing the use of the Common Area to dedicate or transfer all or any part of 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 Community Association. Declarant may dedicate utility or service easements at its sole discretion so long as Declarant owns any Lots in the Subdivision.

(e) Speed Humps. The Community Association shall have the right to install speed humps on roads and streets within the Subdivision if permitted by applicable laws, ordinances or regulations.

(f) Limits. Common Area, including open space, private roads, islands in dedicated rights-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, or its successors or assigns. The Community Association may not amend this restriction without approval from the Louisville Metro County Planning Commission, or its successors or assigns.

(g) Obligations. Anything to the contrary herein notwithstanding, the Community Association and the Lot owners shall be responsible for the maintenance of all Common Area and common open space, private roads, islands in the right-of-way, an 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.

Section 4.4. Delegation of Use. Any Lot owner may delegate, in accordance with the Community Association's bylaws or rules and regulations, the Lot owner's right of enjoyment to the Common Area and facilities to the members of the Lot owner's family or to tenants or contract purchasers who reside on that owner's Lot. Membership in the Community Association may not be conveyed separately from ownership of the Lot.

Section 4.5. Community Association's Right of Entry. The authorized representative(s) of the Community Association or its Board of Directors 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 the event of an emergency or in connection with the maintenance of, repairs or replacements within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Areas or to make any alteration required by any governmental authority.

Section 4.5. Initiation Fee; Assessments; Creation of Lien and Personal Obligation. Each Lot owner, except Declarant, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association (i) an initiation fee of \$500.00, (ii) annual assessments or charges, and (iii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. The annual and special assessments, together with interest, cost and reasonable attorney fees, shall be a charge on each owner's Lot and improvements thereon and shall be a continuing lien upon such property 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 or entity who or which was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to successors in title and the lien shall remain effective against a Lot for delinquent assessments notwithstanding any transfer of the Lot. The initiation fee shall be due and payable at the time the Lot is conveyed by Declarant to a third

party. Declarant may waive that requirement for payment of the initiation fee with respect to a conveyance of a Lot to a builder who intends to re-sell the Lot once a residence is constructed on the Lot, provided, the builder by contract or otherwise agrees to cause the builder's purchaser to pay the initiation fee at closing of the purchase of a Lot with a residence constructed thereon. Regardless, if not otherwise paid, the initiation fee shall be due to the Community Association immediately upon occupancy of a residence constructed on a Lot.

Section 4.6. Purpose of Assessments. 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, including without limitation street lights in the Subdivision, and for the use and enjoyment of the Common Area, including but not limited to the cost of repairs, replacements and additions, 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 Bylaws of the Community Association, the employment of attorneys, accountants, and other professionals to represent and advise the Community Association, the engagement of a property management company, 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 any municipal or governmental agency having jurisdiction thereof, the Common Area. Until Class B membership ceases and is converted to Class A membership pursuant to Section 4.2 of this Article V, Declarant or its nominee shall administer the assessments and receipts of the Community Association, which may only be used for the purposes set forth in this Declaration.

Section 4.7. Assessment Amounts. The Community Association may fix the annual assessment at an amount determined by the Board to be reasonably necessary to meet the budgeted expenses of the Community Association. The Community Association shall determine when the assessment shall be due, and whether the assessment shall be paid monthly, quarterly or annually. The Community Association may establish from such assessments a reserve account.

Section 4.8. Special Assessments. In addition to the annual, regular assessments authorized above, the Community Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 4.9. Uniform Rate of Assessment; Exception. Both annual and special assessments shall be fixed at a uniform rate for all Lots except those owned by Declarant and those not occupied as a residence. The Community Association may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence.

Section 4.10. Date of Commencement. Subject to Section 4.9, the annual assessments provided for shall begin as to any Lot subject to the assessment at the time the Lot is conveyed by

Declarant to a third party. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when that event occurs.

Section 4.11. Effect of Non-Payment; Remedies; Remedies. Any assessment not paid by the due date shall bear interest from the due date at a rate of interest established from time to time by the Board of Directors of the Community Association. Until such rate is established, the interest rate shall be 12% (unless such rate is usurious under applicable law, in which event the interest rate shall be automatically deemed to be the maximum rate allowed by applicable law). The Community Association may bring an action at law against the owner personally obligated to pay the assessment, and/or the Community Association may foreclose the lien against a nonpaying Lot owner's Lot and improvements thereon, 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 by nonuse of the Common Area or abandonment of a Lot.

Section 4.12. Subordination to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in this Declaration. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

Section 4.13. Other Associations or Other Services. Declarant's current (non-binding) intent is to have a future Section (or Sections) of the Subdivision designed to provide additional services to Lot owners in that or those Sections. If Declarant does so, nothing in this Declaration limits the right of Declarant to establish an association or associations just for that Section or for those Sections that provides services just to Lot owners in that Section or those Sections, and Lot owners in this Section shall have no right to any services provided by those other associations. The Lot owners in that Section or those Sections shall nevertheless be members of the Community Association. Alternatively, the Community Association may provide those services (if provided for in a separate, supplementary or amended declaration), but only if the Community Association is required to collect from the Lot owners in that Section or those Sections additional assessments necessary to pay for the costs of the additional services, and only if the Community Association is required to segregate and separately account for all funds collected and used to provide additional services.

Section 4.14. Tree Canopy Protection Areas. To the extent that any plat of any section or phase of the Subdivision or the preliminary plan for the Subdivision shows or provides for any Tree Canopy Protection Area, that Tree Canopy Protection Area shall be permanently preserved in a natural state, and no clearing, grading or other land disturbing activity shall occur in any Tree Canopy Protection Area, except (a) there may occur supplemental landscape planting, pruning to improve the general health and safety, and clearing of under story brush to remove a public health or safety threat, and (b) there may occur clearing and grading for any public utilities. If any tree or shrub is removed in violation of this restriction, the person or entity who or which removed it shall replace it within thirty (30) days. Each improperly removed tree shall be replaced by a tree with a diameter equal to that of the removed tree. Each improperly removed shrub or under story shall be

replaced with comparable native species. This restriction may be amended or released only with the prior written, recorded approval of the Louisville Metro Planning Commission. This restriction may be enforced by the Louisville Metro Planning Commission.

Section 4.15. Mosquito Abatement. The Community Association shall be responsible for mosquito abatement on the Common Area, including treating accumulations of water in which mosquito larvae breed or have the potential to breed with a mosquito larvacide approved by the Louisville Metro Health Department. Larvacides shall be administered in accordance with the product's labeling. This requirement may be amended or released only with the prior written, recorded approval of the Louisville Metro Planning Commission. Until Declarant's drainage bond for the applicable section or phase of the Subdivision is released, Declarant shall be responsible for the requirements of this subsection.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Run with Land; Amendment. Unless canceled, altered or amended under the provisions of this Section 1, the provisions of this Declaration are to run with the land and shall be binding on all parties claiming under them for a period thirty (30) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by at least 75% of the Lot owners prior to the date of extension is placed of record in the Jefferson County Clerk's office canceling such automatic extension. Until Declarant no longer owns any Lot in the Subdivision (including future sections or phases), this Declaration may not be amended without the consent of Declarant. After Declarant no longer owns any Lot in the Subdivision (including future sections or phases), this Declaration may be canceled, altered or amended at any time by the affirmative vote of the owners of seventy-five percent (75%) of the Lots subject to this Declaration, as may have been amended or supplemented. No cancellation of, alteration of or amendment to any covenant, condition or restriction shall take effect until the owners of seventy-five percent (75%) of the Lots subject to these restrictions file in the Office of the Jefferson County Clerk an Amendment to the Declaration describing such cancellation of, alteration to or amendment to such provision herein. Until Declarant no longer owns any Lot in the Subdivision (including future sections or phases), Declarant may unilaterally amend this Declaration (a) to bring the terms and provisions hereof into compliance with any applicable law or regulation (b) to clarify certain matters, or (c) generally to make such amendments as Declarant deems necessary or appropriate for the development of the Subdivision; provided, no such amendment under clause (c) may materially and adversely affect then existing nature of the Subdivision as a single-family residential subdivision. Each owner of a Lot, by accepting a deed to the Lot, shall be deemed to have granted to Declarant a power of attorney to make such amendments, coupled with an interest, running with the Subdivision and Lots, and binding upon the successors or assigns of the Lot owner, with that power of attorney not being affected by the death or disability of any principal or by the lapse of time.

Section 5.2. Severability; Modification. The provisions of this Declaration are severable. While the covenants, conditions or restrictions set forth above are considered to be

reasonable in all circumstances, it is recognized that covenants, conditions or restrictions of this nature may fail for reasons unforeseen, and accordingly it is hereby declared that if any of such covenants, conditions or restrictions shall be adjudged void as going beyond what is reasonable in all circumstances, the said covenant, condition or restriction shall apply with such modifications as may be necessary to make it valid and effective. In the event any provision or portion of this Declaration shall be held or adjudged invalid or unenforceable and incapable of reasonable modification to make it valid and effective in accordance with this Section 5.2, the remaining provisions or portions of this Declaration shall not be invalidated thereby, but shall remain in full force and effect.

Section 5.3. Non-Liability of the Declarant. Declarant shall not be personally liable to the owners of the Lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting within the scope of the rights and duties specified in this Declaration, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Declarant and its respective successors and assigns from and against any damage, costs and/or other expenses (including reasonable fees of counsel of the indemnified party's choice) arising out of or in connection with any actions taken in good faith in accordance with this Declaration.


Section 5.4. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Declarant against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Declarant to demand or insist upon observance of any of these restrictions or covenants, or to proceed for restraint of violations, shall not be deemed a waiver of a violation, or the right to seek enforcement of these restrictions. In any action to enforce provisions of this Declaration, the enforcing party shall be entitled to recover the enforcing party's reasonable attorney fees incurred in taking enforcement action.

Section 5.5. Discretion. At any time that Declarant is granted a right of approval herein, such right of approval shall be exercisable within the sole and absolute discretion of the Declarant.

Section 5.6. General. This Declaration shall be governed by and construed under the laws of the Commonwealth of Kentucky. Captions and headings in this Declaration are for convenience only and do not affect or limit the interpretation of the substantive provisions.

WITNESS the signature of Declarant on the above date.

DOVE POINT ESTATES, LLC

By: 
 Dan Smith, Manager

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on September 6, 2017, by Dan Smith, Manager of Dove Point Estates, LLC, a Kentucky limited liability company, on behalf of the company.

Lindie M. Brown
Notary Public
Commission expires: February 21, 2018

This Instrument Prepared By:

David B. Buechler

David B. Buechler
Stuart & Buechler, P.S.C.
906 Lily Creek Road, Suite 202
Louisville, Kentucky 40243

Recorded in Plat Book
No. 56 Page 83-84
Part No. _____

LANDSCAPE & TREE PERSERVATION PLAN

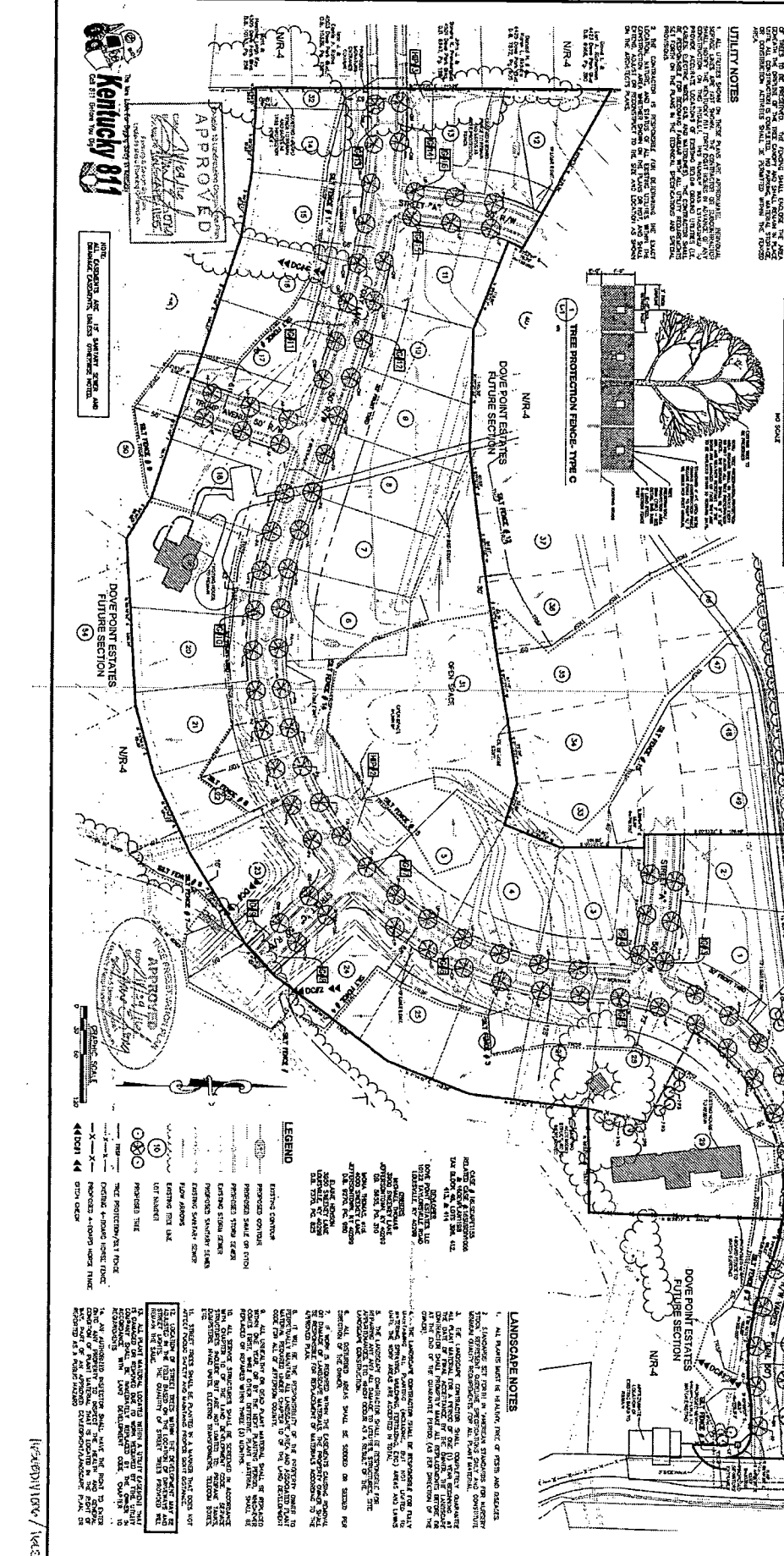
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TREE PRESERVATION NOTES

1. REFERENCE TO THE SPECIFICATIONS OF THE TREE PRESERVATION NOTES SHALL BE MADE AT ALL TIMES.
2. THE TREE PRESERVATION NOTES SHALL BE KEPT ON THE JOB AT ALL TIMES AND SHALL BE MADE AVAILABLE TO THE CLIENT AT ALL TIMES.
3. THE TREE PRESERVATION NOTES SHALL BE KEPT ON THE JOB AT ALL TIMES AND SHALL BE MADE AVAILABLE TO THE CLIENT AT ALL TIMES.
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7. THE TREE PRESERVATION NOTES SHALL BE KEPT ON THE JOB AT ALL TIMES AND SHALL BE MADE AVAILABLE TO THE CLIENT AT ALL TIMES.

UTILITY NOTES

1. ALL UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE LOCATIONS.
2. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.
3. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.
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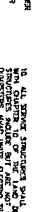
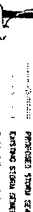
Kentucky 811
APPROVED
GENERAL CONTRACTOR
DATE: 08/14/19

LEGEND
SYMBOLS FOR TREE PRESERVATION AND SITE FEATURES.
NIR-4

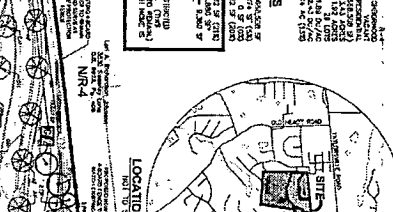
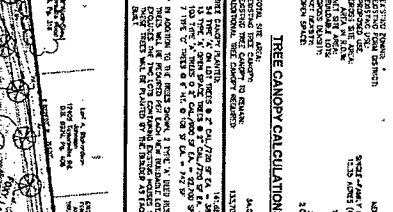
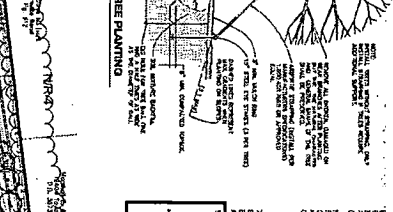
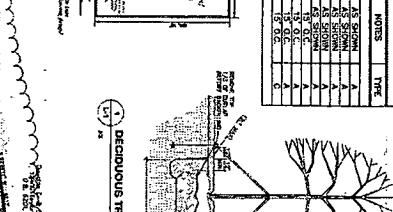
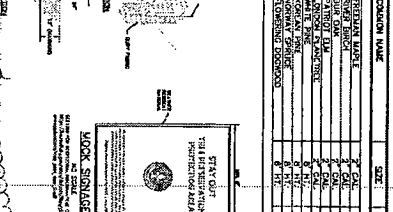
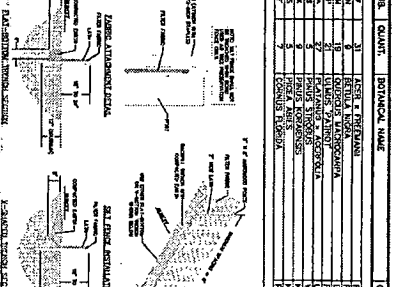
LANDSCAPE NOTES
1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
2. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.

PLANT LIST

QTY	SUITS	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	TYPE
1	12"	QUERCUS ALBA	WHITE OAK	3-4"	TRUNK PROTECTION	T
1	18"	QUERCUS ALBA	WHITE OAK	4-6"	TRUNK PROTECTION	T
1	24"	QUERCUS ALBA	WHITE OAK	6-8"	TRUNK PROTECTION	T
1	30"	QUERCUS ALBA	WHITE OAK	8-10"	TRUNK PROTECTION	T
1	36"	QUERCUS ALBA	WHITE OAK	10-12"	TRUNK PROTECTION	T
1	42"	QUERCUS ALBA	WHITE OAK	12-14"	TRUNK PROTECTION	T
1	48"	QUERCUS ALBA	WHITE OAK	14-16"	TRUNK PROTECTION	T
1	54"	QUERCUS ALBA	WHITE OAK	16-18"	TRUNK PROTECTION	T
1	60"	QUERCUS ALBA	WHITE OAK	18-20"	TRUNK PROTECTION	T
1	66"	QUERCUS ALBA	WHITE OAK	20-22"	TRUNK PROTECTION	T
1	72"	QUERCUS ALBA	WHITE OAK	22-24"	TRUNK PROTECTION	T
1	78"	QUERCUS ALBA	WHITE OAK	24-26"	TRUNK PROTECTION	T
1	84"	QUERCUS ALBA	WHITE OAK	26-28"	TRUNK PROTECTION	T
1	90"	QUERCUS ALBA	WHITE OAK	28-30"	TRUNK PROTECTION	T
1	96"	QUERCUS ALBA	WHITE OAK	30-32"	TRUNK PROTECTION	T
1	102"	QUERCUS ALBA	WHITE OAK	32-34"	TRUNK PROTECTION	T
1	108"	QUERCUS ALBA	WHITE OAK	34-36"	TRUNK PROTECTION	T
1	114"	QUERCUS ALBA	WHITE OAK	36-38"	TRUNK PROTECTION	T
1	120"	QUERCUS ALBA	WHITE OAK	38-40"	TRUNK PROTECTION	T
1	126"	QUERCUS ALBA	WHITE OAK	40-42"	TRUNK PROTECTION	T
1	132"	QUERCUS ALBA	WHITE OAK	42-44"	TRUNK PROTECTION	T
1	138"	QUERCUS ALBA	WHITE OAK	44-46"	TRUNK PROTECTION	T
1	144"	QUERCUS ALBA	WHITE OAK	46-48"	TRUNK PROTECTION	T
1	150"	QUERCUS ALBA	WHITE OAK	48-50"	TRUNK PROTECTION	T
1	156"	QUERCUS ALBA	WHITE OAK	50-52"	TRUNK PROTECTION	T
1	162"	QUERCUS ALBA	WHITE OAK	52-54"	TRUNK PROTECTION	T
1	168"	QUERCUS ALBA	WHITE OAK	54-56"	TRUNK PROTECTION	T
1	174"	QUERCUS ALBA	WHITE OAK	56-58"	TRUNK PROTECTION	T
1	180"	QUERCUS ALBA	WHITE OAK	58-60"	TRUNK PROTECTION	T
1	186"	QUERCUS ALBA	WHITE OAK	60-62"	TRUNK PROTECTION	T
1	192"	QUERCUS ALBA	WHITE OAK	62-64"	TRUNK PROTECTION	T
1	198"	QUERCUS ALBA	WHITE OAK	64-66"	TRUNK PROTECTION	T
1	204"	QUERCUS ALBA	WHITE OAK	66-68"	TRUNK PROTECTION	T
1	210"	QUERCUS ALBA	WHITE OAK	68-70"	TRUNK PROTECTION	T
1	216"	QUERCUS ALBA	WHITE OAK	70-72"	TRUNK PROTECTION	T
1	222"	QUERCUS ALBA	WHITE OAK	72-74"	TRUNK PROTECTION	T
1	228"	QUERCUS ALBA	WHITE OAK	74-76"	TRUNK PROTECTION	T
1	234"	QUERCUS ALBA	WHITE OAK	76-78"	TRUNK PROTECTION	T
1	240"	QUERCUS ALBA	WHITE OAK	78-80"	TRUNK PROTECTION	T
1	246"	QUERCUS ALBA	WHITE OAK	80-82"	TRUNK PROTECTION	T
1	252"	QUERCUS ALBA	WHITE OAK	82-84"	TRUNK PROTECTION	T
1	258"	QUERCUS ALBA	WHITE OAK	84-86"	TRUNK PROTECTION	T
1	264"	QUERCUS ALBA	WHITE OAK	86-88"	TRUNK PROTECTION	T
1	270"	QUERCUS ALBA	WHITE OAK	88-90"	TRUNK PROTECTION	T
1	276"	QUERCUS ALBA	WHITE OAK	90-92"	TRUNK PROTECTION	T
1	282"	QUERCUS ALBA	WHITE OAK	92-94"	TRUNK PROTECTION	T
1	288"	QUERCUS ALBA	WHITE OAK	94-96"	TRUNK PROTECTION	T
1	294"	QUERCUS ALBA	WHITE OAK	96-98"	TRUNK PROTECTION	T
1	300"	QUERCUS ALBA	WHITE OAK	98-100"	TRUNK PROTECTION	T



SITE DATA
TOTAL AREA: 1.5 ACRES
TOTAL CANOPY: 100,000 SQ. FT.
TOTAL TRUNK PROTECTION: 10,000 SQ. FT.



SABAK, WILSON & LINGO, INC.
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