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7**DEED OF DECLARATION OF COVENANTS AND RESTRICTIONS****Lot 371 In Copperfield Subdivision, Phase X**

THIS DEED OF DECLARATION OF COVENANTS AND RESTRICTIONS (herein "Declarations") is made and entered into as of the 27 day of February, 2013, by and between:

- (i) **Shawn C. Wilkie and Gina L. Wilkie**, husband and wife, 14103 Marley Place, Louisville, Kentucky 40245 (herein, individually or collectively, the "Wilkie's"); and
- (ii) **Copperfield Homeowners Association, Inc.**, a Kentucky corporation, P.O. Box 43147, Louisville, Kentucky 40253 (herein, "Copperfield HOA").

BACKGROUND AND RECITALS

A. Copperfield HOA is a Kentucky corporation organized and operated for the purpose of managing certain affairs of Copperfield Subdivision as more fully described in various declarations relating to Copperfield Subdivision, including Paragraph 21 of that certain Declaration Of Covenants And Restrictions for Copperfield Subdivision, Phase X, which was lodged for record in the Office of the Clerk of Jefferson County on November 1, 1989, and is of record in Deed Book 5911, Page 234, in the Office of the Clerk of Jefferson County (the "Copperfield Phase X Declarations").

B. By Deed dated as of February __, 2013, of record in Deed Book 10030 Page 415 in the Office of the Clerk of Jefferson County (the "2013 Deed"), the Wilkie's purchased from Douglas V. Kleier, Sr. and Patsy Ann Kleier, husband and wife (the "Kleier's"), a tract of property located within the boundaries of Copperfield subdivision which is more particularly described as follows and is referred to herein as "Lot 371":

Being Lot 371 of Copperfield, Phase X, a plat of which is recorded in Plat and Subdivision Book 37, Page 79, in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property acquired by Shawn C. Wilkie and Gina L. Wilkie, husband and wife, by Deed dated February __, 2013, of record in Deed Book 10030 Page 415, in the Office of the Clerk of Jefferson County, Kentucky.

C. The Kleier's purchased Lot 371 from the Louisville And Jefferson County Metropolitan Sewer District ("MSD") by Quitclaim Deed dated August 17, 2007, of record in Deed Book 9090, Page 636, in the Office of the Clerk of Jefferson County, Kentucky. MSD had used Lot 371 as part of its business of supplying wastewater treatment and disposal services in Jefferson County, Kentucky.

D. Because Lot 371 was not initially developed for the purpose of being used as a residence for persons residing in Copperfield Subdivision, the Copperfield Phase X Declarations do not expressly reference Lot 371 by lot number.

E. The Wilkie's and Copperfield HOA mutually desire and agree that Lot 371 should expressly be made subject to covenants and restrictions as stated herein which establish the owners of Lot

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371 as members of Copperfield HOA and which further expressly impose the duties, rights and responsibilities established hereby.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows and hereby incorporate the foregoing Recitals the same as if fully repeated:

(1) Primary Use Restrictions.

Lot 371 shall be used only for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and which shall contain a private garage (attached or detached).

(2) Approval of Construction Plans.

No building, fence, wall, structure or other improvement (including a detached garage) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Copperfield HOA or by any person or association to whom it may assign the right. All roofs must have a minimum pitch of 8:12 No fence or wall of any nature may be extended along the street property line of Brendon Hills Place. Copperfield HOA may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(3) Building Materials.

The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Copperfield HOA recognizes that the appearance of other exterior building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(4) Setbacks.

No structure shall be located on any lot nearer to the front lot line or the side street line than the maximum building setback lines shown on the recorded plat, except (i) as shown on that certain Boundary Survey dated January 19, 2013, prepared by Bailey Surveying & Mapping and (ii) bay window, and steps may project into said areas, and open porches may project into said areas not more than six feet.

(5) Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,100 square feet, exclusive of the garage.

(c) The total floor area of any other type of house shall be a minimum of 1,600 square feet, exclusive of the garage.

(d) The ground floor area of a two story house shall be a minimum of 1,100 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computing floor areas.

(6) Nuisances.

No noxious or offensive trade or activity shall be conducted on Lot 371, nor shall anything be done which may be or become, an annoyance or nuisance to the neighborhood.

(7) Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, commercial vehicle, camper trailer, ramping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No automobile, trailer, boat, truck or other vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

(8) Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on Lot 371 except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to Lot 371.

(9) Landscaping; Driveways; Sidewalks.

After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The owner of Lot 371 shall also sod any drainage swale on the lot, shall concrete or asphalt the driveway within three months after completion of a single family dwelling, and shall concrete all driveway aprons from curb to any sidewalk. All landscaping initially planned for the lot shall be

completed within 30 days (or such longer period as Copperfield HOA may determine in its sole discretion to allow for inclement weather) after the lot owner begins occupying the single family dwelling constructed on the lot. All landscaping should be consistent and compatible with shrubs, trees, plants and other landscaping commonly used in this geographical area. Upon an owner's failure to comply with this paragraph, Copperfield HOA, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner on demand shall reimburse Copperfield HOA or other performing party for the expense incurred in so doing.

(10) Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on Lot 371 unless its design and placement is consistent with those on Brendon Hills Place or its design and planting are approved in writing by Copperfield HOA or by any person or association to whom it may assign the right.

(11) Clothes Lines; Antenna and Receivers/Transmitters.

No outside clothes lines shall be erected or placed on Lot 371. No antenna (except for standard small television antenna) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Copperfield HOA.

(12) Duty to Maintain Property.

It shall be the duty of each owner of Lot 371 to keep the grass on Lot 371 properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Copperfield HOA (or any person or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Copperfield HOA or other performing party for the expense incurred in so doing, and Copperfield HOA shall have a lien on Lot 371 and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(13) Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on Lot 371, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(14) Signs.

No sign for advertising or for any other purpose shall be displayed on Lot 371 or on a building or a structure on Lot 371, except one sign for advertising the sale or rent thereof, which shall not be

greater in area than nine square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

(15) Drainage.

Drainage of each lot shall conform to the general drainage plans for the subdivision.

(16) Disposal of Trash.

Lot 371 shall not be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Lot 371 shall participate in any neighborhood trash or garbage collection program administered or contracted for by Copperfield HOA and pay the costs thereof as other lots in Copperfield Subdivision, Phase X.

(17) Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on Lot 371 shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(18) Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in Copperfield Subdivision, Phase X, has been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions also may be cancelled, altered or amended at any time by the affirmative action of the affirmative action of the owners of 75% of the lots in Copperfield Phase X (Lot 349 through Lot 371, inclusive). Failure of either the owner of Lot 371 or Copperfield HOA to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

(19) Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property in Copperfield Subdivision or by Copperfield HOA against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

(20) Invalidation.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

(21) Homeowners Association; Assessments.

The Articles of Incorporation of Copperfield HOA which may be amended from time to time, dated February 20, 1984, are recorded in Corporation Book 318, Page 83, in the office of the Clerk of Jefferson County, Kentucky. Every owner of Lot 371 shall be a member of Copperfield HOA, and by acceptance of a deed for Lot 371 agrees to accept membership in, and does thereby become a member of Copperfield HOA. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for, when due, plus any late fees, lien filing fees, and costs of collection and enforcement (including reasonable attorneys' fees), and shall comply with decisions of Copperfield HOA's Board of Directors.

The objects and purposes of Copperfield HOA shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open space or common areas (which include certain recreational facilities as now exist or may in the future be built for the use and benefit of all lot owners in Copperfield Subdivision), crosswalks, storm drains, basins, fences, street lights and entrances as may be shown on the aforesaid plats, and acceptance of common area for purposes of operation, maintenance and repair.

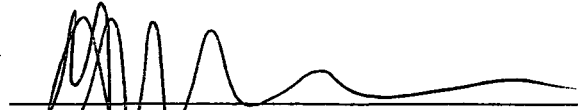
Any assessments levied by Copperfield HOA shall be used only for purposes generally benefiting Copperfield HOA or Copperfield Subdivision, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

The assessment hereunder for calendar year 2013 shall be \$750, which shall be pro rated as of the date of the execution of these Declarations and paid by the Wilkies at that time. After December 31, 2013, the Board of Directors may from time to time increase or decrease the assessment for Lot 371, but the assessment shall be the same as the assessment for other lots in Copperfield Subdivision, Phase X. The Board of Directors of Copperfield HOA shall determine the amount of and fix the due date of each assessment and the charges for failure to pay each assessment.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first written above.



 SHAWN C. WILKIE



 GINA L. WILKIE

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF JEFFERSON)

The foregoing Deed Of Declaration Of Covenants And Restrictions was executed and acknowledged before me on February 27, 2013, by Shawn C. Wilkie and Gina L. Wilkie, husband and wife, known to me or whose identity was proven on the basis of satisfactory identification.

My Commission expires: July 27 2016

Jennifer Mattingly
Notary Public



JENNIFER MATTINGLY
Notary Public, Kentucky
State At Large
My Commission Expires
July 23, 2016

COPPERFIELD HOME OWNERS ASSOCIATION, INC.

By *Derek Siebert*
Derek Siebert, President

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing Deed Of Declaration Of Covenants And Restrictions instrument was acknowledged before me this 27 day of February, 2013, by Derek Siebert, the President of Copperfield Home Owners Association, Inc., a Kentucky corporation, for and on behalf of said corporation.

My Commission expires: July 27 2016

Jennifer Mattingly
Notary Public

This instrument prepared by

M. Thurman Senn
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JENNIFER MATTINGLY
Notary Public, Kentucky
State At Large
My Commission Expires
July 23, 2016

Document No.: DN2013042678
Lodged By: pitt & frank
Recorded On: 03/04/2013 10:05:20
Total Fees: 25.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: SHESCH

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