

**Second Amendment and CORRECTED Restatement of
Declaration of Rights and Restrictions For
Cambridge Commons Subdivision**

WHEREAS, The Cambridge Commons Subdivision Declaration of Rights and Restrictions, dated November 12, 2001, of record in Deed Book 7762, Page 978, as amended by the First Amendment, dated November 19, 2004, of record in Deed Book 8534, Page 167, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky (the "Declaration"), authorizes amendment of the Declaration with the written approval of sixty six and two-thirds percent (66 2/3 %) majority vote by home owners in attendance at a duly called meeting at which a quorum is present.

WHEREAS, a Second Amendment to Cambridge Commons Subdivision Declaration of Rights and Restrictions amends the Association's authority to allow a special assessment to be paid by select individual home owners for improvements, remedial repairs or replacement to be performed on the property of the select individual home owner. Further, the special assessment may be for a sum equal to the actual cost of improvements, remedial repairs or replacement.

WHEREAS, at the Annual Meeting held on September 30, 2014, by a 2/3 majority of the members, the following amendments to the Master Deed were approved:

- a. Section 4.1. Paragraph (b) was deleted in its entirety and replaced to read: • **Section 4.1 (b) To inspect, maintain, repair, correct and paint the exterior surfaces of the Residence Sites, to include, but not limited to, roof maintenance and repair; gutter maintenance, repair, and replacement; downspout maintenance, repair, and replacement; fence maintenance, repair, and replacement around quads patios and dividers between duplex patios; fence gates and fence gate hardware; shutter maintenance, repair, painting, and replacement; mailbox maintenance, repair, and replacement; maintenance, repair, and replacement of exterior electrical plugs-two (2) by the front door and the back door of the duplexes and two (2) by the front door and patio doors of the quads; maintenance, repair, and replacement of exterior lighting fixtures except on the exterior of sunroom enclosures; and, exterior trim maintenance, repair, painting, and replacement, to include painting exterior doors, door trim and window trim including exterior weather stripping on garage doors as needed for general maintenance. This does not include repairing and/or replacing the outside doors, garage doors and/or patio doors. However, each homeowner shall be responsible for the cost to repair any damage caused by the negligence of the Homeowner and/or their guests.**
 - (i) **The Homeowner shall be responsible for the maintenance, repair, and replacement of all mechanical systems including but not limited to: plumbing and plumbing fixtures; heating and air conditioning systems; electrical systems; wood fences; vinyl fences around duplex patios; garage door opener devices; all window glass, screens, and window hardware; and all doors and door hardware. The Homeowner shall also be responsible for the cost of replacement of all common items that are damaged by the Homeowner and/or their guests.**

- b. Section 4.1. Paragraph (f) was deleted in its entirety and replaced to read: **Section 4.1 (f) To take such other action as may from time to time be necessary to maintain the quality and appearance of the exterior of the Residential Sites, in accordance with Article IV, Section 4.1(b), including but not limited to, the duty to approve the appearance, materials and color of exterior doors, storm doors, storm door glass, and any and all screens, security doors, window treatments, security treatments for windows, window glass, window hardware, doors and door hardware, and exterior lights and other fixtures.**

NOW THEREFORE, the entire Declaration of Rights and Restrictions for Cambridge Commons Subdivision as modified and amended is restated and shall read as follows:

Second Amendment and CORRECTED Restatement of Declaration of Rights and Restrictions For Cambridge Commons Patio Homes, Inc.

THIS DECLARATION, made this 12th day of November, 2001, Landvest, LLC, a limited liability company of Louisville, Jefferson County, Kentucky.

WITNESSETH

WHEREAS, Landvest, LLC is the owner of the property known as Cambridge Commons (the "Property"), a subdivision in Jefferson County, Kentucky, the plat of which is recorded in the Plat and Subdivision Book 44 at Page 47, filed of record on **July 27, 1998** in the office of the County Court Clerk of Jefferson County, Kentucky, and recorded in Plat and Subdivision Book 45, at Page 75 filed of record on August 16, 1999 in the Office of the aforesaid County Court Clerk, recorded in Plat and Subdivision Book 46 at Page 86 filed of record on September 12, 2000 in the Office of the aforesaid County Court Clerk, and recorded in Plat and Subdivision Book 47 at Page 84 filed of record on November 14, 2001 in the office of the aforesaid County Court Clerk; and

WHEREAS, Landvest, LLC is now developing Cambridge Commons as an outstanding and prestigious residential area.

NOW, THEREFORE, to provide the means necessary to achieve such purpose and to enhance and protect the value and attractiveness of said area, Landvest, LLC does now and hereby subjects the Property, as shown on the aforesaid plat, to the covenants, conditions, easements restrictions, charges and assessments (collectively referred to as "Restrictions") set forth, contained and provided for in this declaration, such Restrictions to be covenants running with the land which shall be binding upon and inure to the benefit of all parties having any interest in the Property.

DEFINITION OF TERMS USED

(1) "Association" shall mean the not-for-profit corporation, known as the Cambridge Commons Patio Homes, Inc., incorporated under the laws of Kentucky for the purpose of taking the fee simple title to the Common Areas and managing, maintaining and controlling the Common Areas and Maintenance Easement Areas in accordance with the provisions hereof.

(2) "Cambridge Commons" shall mean the real estate development located in Jefferson County, Kentucky, the plat of which is recorded in Plat and Subdivision Book 44 at Page 47 filed of record on July 27, 1998, in the Office of the County Court Clerk of Jefferson County, Kentucky, and the plat of which is recorded in Plat and Subdivision Book 45 at Page 75 filed of record on August 16, 1999 in the Office of the aforesaid County Court Clerk, and the plat of which is recorded in Plat and Subdivision Book 46 at Page 86 filed of record on September 12, 2000 in the Office of the aforesaid County Court Clerk, and recorded in Plat and Subdivision Book 47 at Page 84 filed of record on November 14, 2001 in the Office of the aforesaid County Court Clerk.

(3) "Common Areas" shall mean the areas dedicated to non-exclusive common use and benefit of the Owners, their tenants, licensees and invitees, including, but not by way of limitations, club house, private streets, service drives, drive ways, open parking areas, walks, curbs, lawns, gardens, open areas, recreational facilities and all necessary appurtenances to each such item and so designated by the Association from time to time, and shall include the areas so designated on the plat.

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(4) "Developer" shall mean Landvest, LLC, a limited liability company, its successors and assigns

(5) "Lot" shall mean each single family residential lot which comprises a part of the Property shown on the recorded subdivision plat.

(6) "Maintenance Easement Area" shall mean that portion of each lot which is to be maintained by the Association as described in Section 7.4 hereof, which portion excludes the Residence Site.

(7) "Owner" shall mean the record owner, whether one or more persons or other legal entities, of fee simple title to any Lot in Cambridge Commons, but excluding mortgagee having merely a security interest.

(8) "Private Streets" shall mean the streets in Cambridge Commons not dedicated to public use.

(9) "Residence Site" means that portion of each Lot on which the Owner's residence, garage and patio are located, which portion will be designated when the Lot is conveyed to the Owner by Developer contemporaneously with the conveyance by the Owner to the Association of easements dedicating the remainder of the Lot to be part of the Maintenance Easement Area, all pursuant to the provisions of Section 7.4 hereof.

ARTICLE I
MEMBERSHIP IN ASSOCIATION

Until the Developer has sold the last Lot in Cambridge Commons, including lots owned by Developer with regard to additions to the land subject to this Declaration as provided by Article III of this Declaration, or such earlier date as the Developer may determine, Developer shall exercise all voting rights in the Association. Subject to the foregoing:

Section 1.1 Each Owner shall be a member of the Association and shall be entitled to the benefits and subject to the obligations of membership, but the Owners, if more than one, of each Lot, shall be entitled to only one vote. Membership in the Association shall be mandatory for the Owner or Owners of each Lot and no Owner shall be permitted or allowed to disclaim said membership and the duties, obligations and benefits thereof nor withdraw from the Association for any reason.

Section 1.2 The membership and right to vote of any Owner who is delinquent in the payment of any assessment or charge duly imposed by the Association shall be suspended until such delinquency has been cured and any penalties reasonably imposed have been paid.

Section 1.3 The Association shall be the sole judge of the qualifications of its members and of their right to participate in the vote at its meeting and proceedings in accordance with its Articles of Incorporation and By-Laws. The exercise of voting rights, whether in person or by proxy, shall be governed by the By-laws of the Association.

ARTICLE II
LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless subjected to the terms and conditions of this Declaration and to the assessments herein provided for; provided however that nothing in this Declaration shall be construed as dedicating any land for any purpose, including but not limited to the private streets and other ways or means of access to, ingress or egress from Cambridge Commons, to the public, except those specifically so dedicated of record, if any.

ARTICLE III
ADDITIONS TO LAND

Developer may from time to time add to the land subject to this Declaration such other land owned by it, as it in its discretion may determine, which additional land shall be entitled to all of the benefits of the land initially subject hereto, including access to and use of the Common Areas and utility easements; provided, however that (1) any such additional land shall be subject to and bound by all of the terms and conditions of this Declaration and any future modifications thereof, and (2) any such additional land must be adjacent to the Property. Particularly, but not by way of limitation, Developer owns additional land adjacent to the afore described record plat having been conveyed to Developer by deed dated January 7, 1998 of record in Deed Book 6984 at page 34 in the Office of the County Court Clerk of Jefferson County, Kentucky and with respect thereto the Developer may from time to time develop an additional section or sections to be added to the land subject to this Declaration, which additional Section or Sections shall be entitled to all of the benefits of the land initially subject hereto, including access to and use of the Common Ares and utility easements, same being subject to and bound by all of the terms and conditions of this Declaration and any modifications thereof.

The land subject to this Declaration is an addition to that land subject to a Declaration of Rights and Restrictions of record at Deed Book 7078, Page 006, dated June 3, 1998 in the Office of the County Clerk of Jefferson County, Kentucky.

ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION

Section 4.1. Duties.

The Association shall have the following duties:

a. To inspect, maintain and repair the Common Areas and Maintenance Easement Areas, and to replace items therein when necessary, all of which includes but is not limited to grass areas, flower gardens, shrubs, trees, plants, landscaping, curbs, driveways, walkways, fences, drainage, and lighting, facilities, parking areas, recreational facilities, club house, and other parts and accessories thereof.

b. To inspect, maintain, repair, correct and paint the exterior surfaces of the Residence Sites, to include, but not limited to, roof maintenance and repair; gutter maintenance, repair, and replacement; downspout maintenance, repair, and replacement; fence maintenance, repair, and replacement around quads patios and dividers between duplex patios; fence gates and fence gate hardware; shutter maintenance, repair, painting, and replacement; mailbox maintenance, repair, and replacement; maintenance, repair, and replacement of exterior electrical plugs-two (2) by the front door and the back door of the duplexes and two (2) by the front door and patio doors of the quads; maintenance, repair, and replacement of exterior lighting fixtures except on the exterior of sunroom enclosures; and, exterior trim maintenance, repair, painting, and replacement, to include painting exterior doors, door trim and window trim including exterior weather stripping on garage doors as needed for general maintenance. This does not include repairing and/or replacing the outside doors, garage doors and/or patio doors. However, each homeowner shall be responsible for the cost to repair any damage caused by the negligence of the Homeowner and/or their guests.

(i) The Homeowner shall be responsible for the maintenance, repair, and replacement of all mechanical systems including but not limited to: plumbing and plumbing fixtures; heating and air conditioning systems; electrical systems; wood fences; vinyl fences around duplex patios; garage door opener devices; all window glass, screens, and window hardware; and all doors and door hardware. The Homeowner shall also be responsible for

the cost of replacement of all common items that are damaged by the Homeowner and/or their guests.

- c. To pay all real estate taxes and special assessments levied against the Common Areas.
- d. To obtain and provide public liability insurance with respect to the Association's activities and the Commons Areas, as set forth herein Article VI.
- e. To do such other matters as may from time to time be necessary to maintain the quality and appearance of the Residence Sites, Common Areas, and Maintenance Easement Areas.
- f. To take such other action as may from time to time be necessary to maintain the quality and appearance of the exterior of the Residential Sites, in accordance with Article IV, Section 4.1(b), including but not limited to, the duty to approve the appearance, materials and color of exterior doors, storm doors, storm door glass, and any and all screens, security doors, window treatments, security treatments for windows, window glass, window hardware, doors and door hardware, and exterior lights and other fixtures.

Section 4.2 Powers

The Association shall have the following powers:

- a. To fix, levy and collect assessments, both general and special, as Common Areas costs, Residence Site costs and maintenance area costs, or otherwise, against each Owner and his respective Lot and Residence Site as hereinafter set forth in order to perform its duty to maintain and repair the Common Areas, Maintenance Easement Areas and the exterior of the Residence Sites and to replace items therein when necessary pursuant to this Declaration and might be provided by the Bylaws of the Association.
- b. To collect and pay as a Common Areas cost such real estate taxes and special assessments as are levied against the Common Areas, as herein provided in this Declaration and might be provided in the Bylaws of the Association.
- c. To collect as a Common Areas cost and pay the premiums for such public liability or other insurance deemed necessary by the Association, as provided in this Declaration and might be provided in the Bylaws of the Association.
- d. To employ a Management Company to carry out in whole or in part the duties or powers of the Association as set forth herein and as might be set forth in the Bylaws of the Association.
- e. To provide and maintain such on-site security measures, if any, as may be deemed necessary or appropriate by the Association, including but not limited to burglar and fire alarms, fences, intercom system, guards, and any other security measures, facilities and personnel deemed necessary or appropriate by the Association; and to fix, levy and collect as a Common Areas cost the cost of maintaining the aforementioned security measures, facilities and personnel, if and when installed or utilized, but the Association shall not be liable for the failure to install or utilize any such measure, facility or personnel or for any alleged act or omission in connection with any measure, facility or personnel which may be installed or utilized.
- f. To establish and publish By-Laws and such rules and regulations from time to time which it deems necessary or appropriate in its sole and absolute discretion for the enjoyment by the Owners and for the protection of the Residence Sites, Common Areas and the Maintenance Easement Areas, and to amend said By-Laws and rules and regulations as it deems necessary or appropriate.
- g. To contract for garbage and trash removal for all Lots and Residence Sites.

h. To establish a Capital Replacement Fund and pay into same from month to month that portion of assessment collections from Lot Owners for capital replacement reserves. Payment to said fund shall be at the sole and absolute discretion and determination of the Association and, particularly, the Developer shall be under no obligation to establish such fund so long as Developer exercises all voting rights in this Association.

i. To limit the number of Lots and Residence Sites owned by one (1) person or organization for the purpose of rental.

j. To perform, install and maintain any and all other functions, measures and items deemed necessary by the Association for the convenience, benefit and enjoyment of the Owners, and to fix, levy and collect as a Common Areas costs, Residence Site costs, Maintenance Easement costs, or otherwise any assessments necessary to pay the cost of any of the foregoing.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 **Creation of the Lien and Personnel Obligation for Assessments.**

Each Owner, by acceptance of the deed for his respective Lot in Cambridge Commons, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association assessments or charges to be fixed, established, levied and collected at the time and in the amounts determined by the Association, which assessments shall include but not be limited to the Common Areas costs, Maintenance Easement Areas costs and Residence Site costs pursuant to this Declaration or the By-Laws of this Association and other items necessary maintenance, repair or replacement of the Commons Areas, Maintenance Easement Areas, and Residence Sites, and any other expense of the Association in carrying out its duties, powers and purpose. If there is more than one Owner of a particular Lot, each such Owner shall be jointly and severally liable to the Association for all assessments or charges against that particular Lot. The assessments, both general and special, together with such late charge thereon and such costs of collection thereof as may be necessary, as hereinafter provided, shall be a charge on the land and any improvements thereon and shall be a continuing lien upon the property against which such assessment is made.

Section 5.2 **Payment of Assessments.**

The assessment for each Lot shall be established by the Association on the basis that the assessments shall be borne equally by each Lot, provided that so long as a Lot has not been transferred from the Developer no assessment shall be paid by the Developer. Assessments shall be due on the first day of each calendar month (or such other date as may be designated by the Association in the notice of assessment) and shall be deemed delinquent after the fifteenth day following such due date. All computations relating to obligations to be performed under this Declaration shall be accomplished in accordance with accepted accounting practices and, as part of the Common Areas cost, the Association shall prepare, or cause to be prepared, a written report of its operations for each calendar year and a copy of such written report shall be given to the Owner of each Lot.

Section 5.3 **Late Charges.**

If an assessment or special assessment is not paid before becoming delinquent, the Association may exact a late charge in such amount as may from time to time be established by the Association's Board of Directors and such late charges shall become a lien on a defaulting Resident Site as any other assessment until paid. Late charges, when collected, shall be credited to the Common Area fund.

Section 5.4 Foreclosure of Lien.

If any assessment made pursuant to the provisions hereof by the Association remains unpaid for (30) days after the date upon which it is due, it may be foreclosed by suit by the Association in a like manner as a mortgage of real property. The Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage and convey any property acquired as a result of a successful bid. Suit to recover money charged for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same. The Association shall be entitled to collect its reasonable attorney's fees incurred in any such suit.

Section 5.5 Waiver of Use.

No Owner may exempt himself or his property from liability for his assessment by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his property.

Section 5.6 Lien Statement.

The purchaser of a Lot subject to any lien arising under this Declaration prior to the date of his purchase and the recording of his deed shall take title to the Lot subject to the lien; provided, however, that any such purchaser may request a written statement from the Association as to whether a lien exists against such Lot and such written statement, executed by any two of the President, Secretary or Treasurer of the Association, shall be conclusive as to the facts stated therein as against the Association and may be relied on by the purchaser and the mortgagee or assignee of a mortgage upon that Lot.

Section 5.7 Priority of Lien.

The Lien created by Section 5.1 hereof shall be subordinate to (1) all ad valorem taxes on the respective Lot and (2) the lien of a recorded first mortgage on such Lot. The sale or transfer of any Lot pursuant to foreclosure of a recorded first mortgage, or voluntary conveyance to the mortgagee in lieu of foreclosure, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from such foreclosure or sale junior only to said recorded first mortgage. No such sale or transfer shall relieve the Lot from assessments thereafter becoming due.

**ARTICLE VI
INSURANCE**

The Association shall obtain public liability insurance covering all of the Common Areas and insuring the Association and the Owners in such amounts as the Association may determine from time to time. The Association may obtain such other insurance as it deems desirable. Premiums for the payment of all such insurance shall be chargeable as a Common Areas cost to be assessed against and paid by the Owners, as provided herein. Each owner shall be responsible for obtaining and paying for his personal liability insurance and any insurance against fire and other perils to his residence, contents and automobiles.

**ARTICLE VII
EASEMENTS AND RESTRICTIONS**

Section 7.1 Each Lot in Cambridge Commons shall be used only for single family residential purposes, shall not be further subdivided, and shall be subject to such limitations and conditions as may be contained herein in the Associations By-Laws. Notwithstanding this residential restriction, the Developer shall be permitted to use unsold Residences and Club House as sales models and sales offices.

Section 7.2 The exterior of each residence shall be maintained by the Owner in an attractive and well-kept manner. No alteration or addition to the front of the exterior structure of a residence shall be permitted, and no alteration or addition to the remainder of the exterior may be made without the prior written consent of the Association.

Section 7.3 There is no written record for this item.

Section 7.4 It is contemplated that at the time of sale of each Lot by the Developer to an Owner, a portion of the Lot will be designated as "Residence Site" and another portion as "Maintenance Easement Area." The portion to be designated "Residence Site" will consist of the ground upon which the Owner's residence, including garage and patio, are to be constructed. The other portion, to be designated "Maintenance Easement Area," will consist of the remainder of such Lot. There will be conveyed by the Owner to the Association a maintenance easement granting the exclusive right to landscape and maintain the Maintenance Easement Area, and to prescribe rules limiting the Owner's rights to use the Maintenance Easement Area in any manner so as to interfere with the performance by the Association of such duties and powers. In addition, there will be conveyed by the Owner to the Association an appropriate utility easement in order to accomplish the intent and purposes of Section 7.10 of this Declaration.

Section 7.5 Every Owner, his tenants, licensees and invitees, shall have in common with all Owners, their tenants, licensees and invitees, the non-exclusive right and easement of passage over the Private Streets for entrance and egress to such Owner's Residence Site and the enjoyment of other Common Areas, all subject to such reasonable rules and restrictions as the Association may impose. The roads in Cambridge Commons shall not be dedicated to or maintained by the public except by agreement of all Owners and approval by the Louisville and Jefferson County Planning Commission after finding that the roads meet all standards required for a newly created public road.

Section 7.6 Every Owner shall have a non-exclusive right and easement of enjoyment in and of the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and which is subject to the provisions of this Declaration and subject to the Association's Articles, By-Laws and rules and regulations. Said right and easement of enjoyment may be exercised by members of the Owners family. An Owner may, with the approval of the Association, delegate his right of enjoyment in the Commons Areas to his tenants who occupy his Residence Site.

Section 7.7 No Lot or Common Areas shall be used in any manner or for any purpose in violation of such rules and regulations which may be in effect from time to time, as adopted by the Association. The Association shall have the power to establish rules and regulations concerning the use of Lots and Common Areas, and to amend such from time to time. Such rules and regulations include, but shall not be limited to, the following subjects: signs; appearance of exterior of any improvements and alterations thereto; radio; television or other antennae; animals; activities of items visible from the exterior of any Residence Site; limitation of such activities as yard sales, garage sales or auctions; parking; traffic; storage of boats, trailers, trucks, other vehicles or objects, mailboxes; garbage and refuse containers and disposal; conditions under which snow or ice removal will be conducted; noise; exterior lighting fixtures; fences.

Section 7.8 For the purpose of providing easements for utilities and various services to Residence Sites, maintenance Easement Areas, and Common Areas, Developer shall have and does hereby reserve unto itself, its successors and assigns in title (which shall be the Association after the Developer's voting rights have transferred to the Owners), the right to grant easements to locate, construct, maintain and use, and to authorize the location, construction, maintenance and use on, such portions of the Common Areas, as it may designate for drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, cable television conduits and line, community television antennae lines, fire warning and security systems, and other utility lines and conduits for any and all purposes.

Section 7.9 Service lines from any utility easement to particular Lots are to be maintained by and at the cost of the Owners of the Lots so serviced on a pro rata basis.

Section 7.10 It is understood that private single-family dwellings shall be construed upon Lots as provide herein and that utilities and cable television lines, and the installations or the like (hereafter referred to as "utilities") servicing such dwellings may encroach upon and run through or around adjacent lots and dwellings. Each lot owner grants herein to all other lot owners an easement to allow utilities and cable television lines to be construed across and through their property, including, but not by way of limitation, their lot and residence site in the most convenient manner so as to serve all lot owners; and to allow and provide for the inspection, maintenance, repair, replacement or relocation thereof. The sole cost for the inspection, maintenance, repair, replacement or relocation of a utility shall be the responsibility of the lot owner or owners being serviced by the utility and the cost shall be shared on a pro rata basis. Should relocation of such a utility be necessary to assure its continued efficient use or reliability then an appropriate easement is hereby granted and dedicated in order to afford such relocation. The Association or their authorized agents are granted the right at reasonable times to enter upon the premises of a serviced dwelling in order to inspect, maintain, repair, replace or relocate a utility.

Section 7.11 A party wall easement is hereby established over that part of any Lot on which any part of a common wall between improvements on adjoining Lots is construed, together with the right to maintain and restore any such party wall, and such party wall may contain plumbing lines, vent stacks for plumbing and heating, electricity pipes and conduits and fire place flues, serving improvements using such party wall. Said party wall easement shall be a cross-easement in favor of each Lot involved with such common walls.

Section 7.12 Effective January 1, 2005, no residence may be leased or rented and no residence may be occupied by a tenant, or other person who pays rent to the owner, unless (a) the owner held legal title to the residence prior to January 1, 2005 and the residence was being used for rental purposes on January 1, 2005, (b) the residence is leased to a member of the Owner's immediate family (parents, grand-parents, children and grandchildren), (c) the Owner or the Owners spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky, (d) the Owner moved to a nursing home or extended care facility, or (e) the Owner dies and there is no surviving spouse who resided with the deceased at the time of death.

Upon the occurrence of c, d or e above, a residence may be leased or rented for a total period of time not to exceed two (2) years and a lease or rental agreement entered into upon the occurrence of a, b, c, d or e shall be subject to the following restrictions:

- i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and
- ii. Any such lease or rental agreement shall be subject to the Declaration of Rights and Restrictions, as amended ("the restrictions") for Cambridge Commons Subdivision.

ARTICLE VIII **INCURRENCE AND RETIREMENT OF INDEBTEDNESS**

The Association acting by unanimous vote of its Board of Directors, may borrow money from time to time for the following purposes:

Section 8.1 To cover any budgetary deficit for operational expenses, so long as such loan can be repaid within six (6) months from anticipated assessment income not needed for ongoing operations.

Section 8.2 Except as permitted in Section 8.1 of this Article the Board shall not be permitted to borrow money, or incur indebtedness, unless expressly authorized to do so by a majority vote of the Lot Owners.

ARTICLE IX
ENFORCEMENT

Developer, the Association, and also any Owner or Owners shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions set forth above, in addition to any ordinary legal action for damages, and failure of Developer, the Association, or any Owner or owners, to enforce any of the provisions set forth herein at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

ARTICLE X
BINDING EFFECT: RELEASE OR MODIFICATION OR AMENDMENT

The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any portion of the Property and all successors in title thereto, together with their heirs, administrators, executors, successors or assigns. Provided however, this Declaration or any provision hereof may be modified, altered, amended, or terminated upon a sixty-six and two-thirds percent (66 2/3 %) majority vote of the homeowners in attendance at a duly called meeting at which a quorum is present provided that not less than five (5) nor more than sixty (60) days prior to the vote a notice is either mailed or hand delivered to each residence specifying the proposed modification, alteration or amendment.

It is understood that Section 12.1 and 12.2 hereof may be amended only with the approval and consent of the Louisville and Jefferson County Planning Commission. Any such agreement modifying, altering, terminating, or amending these Restrictions shall be recorded in the Office of the Clerk of Jefferson County, Kentucky, which recorded instrument may be executed by the association on behalf of all consenting Owners.

ARTICLE XI
SEPARABILITY

Invalidation of any provision set forth herein or any part thereof by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or any part thereof as set forth herein, but they shall remain in full force and effect.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Common Areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

Section 12.2 Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall no be amended.

