

**GLENVIEW SPRINGS SUBDIVISION
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**GLENVIEW SPRINGS**

Plat and Subdivision Book 52, Pages 65466
Jefferson County, Kentucky

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENVIEW SPRINGS (the "Declaration") is made on the 19th of September, 2007 by **GLENVIEW SPRINGS, LLC.**, a Kentucky limited liability company with an address of PO Box 436027, Louisville, Kentucky, 40253 (the "Declarant").

WHEREAS, Declarant owns certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision known as Glenview Springs (the "Subdivision");

NOW, THEREFORE, Declarant hereby declares that all of the property described in Article I, Section 1 (the "Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions contained herein shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I: PROPERTY SUBJECT TO THIS DECLARATION**Section 1.1 Declarants, Its Successors and Assigns.**

All references in this Declaration, unless otherwise restricted or limited by certain provisions hereof, shall also apply to and benefit ~~Declarant's successors and assigns~~ and the hereinafter described Community Association, the rights and responsibilities pertaining thereto as may be reserved unto Declarant until certain hereinafter described events may occur.

Section 1.2 Existing Property.

The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 1 through 63, inclusive, and open space lots 64, 65, and 66, inclusive, as shown on the plat of Glenview Springs, of record in Plat and Subdivision Book 52, Page 64 in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property acquired by Developer, by Deed dated October 3, 2006, of record in Deed Book 8913, Page 478 in the Office of the Clerk aforesaid.

Section 1.3. Plat of the Subdivision; Sections; Lots

The Plat for the Property has been recorded as set forth above and is subject hereto (the "Plat"). The Subdivision, including the Property, may be developed in named, numbered and/or lettered phases or sections (collectively, the "Sections," and individually, a "Section") as determined by Declarant, to be evidenced by, and which Sections shall contain a number of residential "lots" denominated as such or otherwise identified by similar nomenclature (collectively, the "Lots," and individually, a "Lot") on, and other areas as provided on, an appropriate subdivision plat for each Section placed of public record in the Office of the Clerk of Jefferson County, Kentucky (any such subdivision plat as filed in the aforesaid Clerk's Office being hereinafter referred to as a "Plat"). The Property evidenced thereby and denominated thereon shall be deemed subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth in, and the other provisions of, this Declaration. The use of the term "Lot" herein shall mean only those Lots included within the Property expressly made subject to this Declaration.

Section 1.4 Additions To, and Withdrawal of Property from, the Subdivision.

Portions of the Subdivision property owned by Declarant, which may not yet have been developed by Declarant as previous Sections of the Subdivision may be hereafter included from time to time by Declarant as a part of the Subdivision and be made subject to the terms of this Declaration (or a similar declaration of covenants, conditions and restrictions acceptable to Declarant in its sole discretion), pursuant to a statement to such effect made by Declarant on the subdivision plat for any such portion of the Subdivision which is filed in the aforesaid Clerk's Office and/or by filing of a declaration to such effect by Declarant in the aforesaid Clerk's Office. Upon the inclusion of any such subdivided section of the Subdivision subject to this Declaration, the recorded subdivision plat therefor shall be deemed a "Plat" under this Declaration and may include such information and matters as contemplated with respect to any Plat, and the phase or section of the Subdivision evidenced thereby shall be deemed a "Section" under this Declaration, and all residential lots and/or common area created pursuant thereto shall be deemed to be "Lots" and "Common Area," respectively, subject to this Declaration.

Additional real property, if any, whether owned by Declarant or others, which is not presently a part of Declarant's general plan and scheme of development of the Subdivision, may be hereafter annexed to the Subdivision by Declarant in its sole discretion and made subject to this Declaration. All such additions to the Subdivision shall be made by filing a Declaration of Annexation in the aforesaid Clerk's Office with respect to such additional real property, which shall declare the annexation and addition of such real property to the Subdivision and shall extend the scheme of this Declaration on such annexed real property. Upon the filing of any such Declaration of Annexation, the term "Property" as used in this Declaration shall be automatically deemed modified to include and be a reference to such additional real property,

unless otherwise specified therein. Any such Declaration of Annexation extending the scheme of this Declaration to such annexed real property may contain additions and modifications of the provisions of this Declaration as may be necessary to reflect the different character if any, of the annexed real property.

Section 1.5 Supplemental Declarations.

Declarant may, from time to time, elect in its discretion, and without need for the consent of any other person or entity, to record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions (a "Supplemental Declaration") in the aforesaid Clerk's Office, pursuant to which Supplemental Declaration Declarant may impose on the Section subject thereto rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions in addition to those set forth in this Declaration, which may be more restrictive than those set forth in this Declaration as Declarant may elect in its sole discretion and which shall control over the provisions of this Declaration, taking into account the unique and particular aspects of the proposed development of the Section covered thereby; provided that any of the same imposed by such Supplemental Declaration shall not materially and adversely affect the existing single-family residential nature of the other developed Sections of the Subdivision. Any such Supplemental Declaration may supplement the provisions of this Declaration with respect to the Section subject thereto, and may otherwise contain such additional information, specifications, and other matters with respect to the Section subject thereto as is contemplated by this Declaration.

ARTICLE II: COMMUNITY ASSOCIATION; ASSESSMENTS**Section 2.1 Community Association**

The Declarant has created Glenview Springs Community Association, Inc., a Kentucky non-profit corporation (the "Community Association") and has filed articles of incorporation of same in the Office of the Secretary of State of Kentucky and in the corporation records in the Office of the Clerk of Jefferson County, Kentucky. Declarant shall, and hereby reserves the right to, assign all or certain of its rights hereunder to such Community Association, such assignment to be effective upon recording by Declarant of an assignment and notice of creation of the Community Association. Until such assignment and recordation, all rights of the Community Association as set forth in this Declaration shall run to the benefit of, and be exercised by, Declarant. The Bylaws of the Community Association shall specify the time during which Declarant may exercise all of the authority of the Community Association and the events which may or shall cause the Declarant to relinquish authority to the Community Association's members.

Section 2.2 Minimum Balance in Fund

At the time that the Subdivision is turned over to the Association by the Developer, there shall be a minimum cash balance of \$3,000.00 in the fund of the Association.

Section 2.3 Easements of Enjoyment**(a) Common Area Defined.**

(i) Every lot owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the easements and other reservations set forth in this Declaration. Further, Declarant shall have a superior right and easement in gross for ingress, egress and

access on and over, and use of, the Common Area for so long as Declarant continues to exercise its legal authority over the Community Association. The term "Common Area" as used in this Declaration means and refers to all of the following, and all facilities and amenities thereon designated by Declarant as a part of the "Common Area":

(1) All areas shown and designated on the Plat for any Section, or on any other subdivision plat for any portion of the Property filed by Declarant in the aforesaid Clerk's Office, as "common area" or "open space";

(2) All areas encumbered by easements reserved in favor of the Community Association in this Declaration or on any Plat, in any Supplemental Declaration or otherwise on any other subdivision plat for, or an easement, leasehold or license in favor of the Community Association applicable to, any portion of the Property, or any other real property, filed by Declarant or with the express written consent of Declarant in the aforesaid Clerk's Office, subject to the terms thereof;

(3) All roads, streets and public rights-of-way on portions of the Property subject to this Declaration, and all other streets, roads and public rights-of-way within the Subdivision designated by Declarant or the Declarant, regardless of whether any of the same are dedicated to public use, and all street lights thereon, until such time as the same are accepted for maintenance by an applicable governmental authority to the satisfaction of Declarant and are relinquished by Declarant or the Community Association;

(4) All areas designated in any Supplemental Declaration or on any Plat as a part of the "Common Area" or as "sidewalk and/or landscape" easements; and

(5) Such other areas of the Property subject to this Declaration, and facilities thereon, as Declarant shall designate from time to time as a part of the "Common Area."

(ii) Any entranceways, gate houses, signature entrances, spring house and other similar structures, and attendant lighting fixtures and landscaping, to or within the Subdivision and/or the Property, and landscaped areas, although constructed and/or located in areas intended for or dedicated to public use, are also part of the Common Area subject to maintenance by the Community Association.

(iii) Declarant, and its successors and assigns, shall have the unfettered and unencumbered right to, from time to time, convey all or any portion of the Common Area, and any of the respective facilities and amenities located thereon, in the then existing condition thereof, to the Community Association, as may be determined by Declarant in its sole discretion, and which conveyances the Community Association shall be obligated, and, by this Declaration, hereby agrees to accept. Any such portion or portions of the Common Area to be conveyed in fee shall be conveyed by quit claim deed from Declarant to the Community Association, and any such portion or portions of the Common Area so conveyed shall be quitclaimed free and clear of all liens except for the lien of ad valorem taxes not yet due and payable and for such liens as are contemplated by this Declaration, and subject to all other matters of record.

(b) **Common Area Rights, Easements, Restrictions and Obligations.** The rights and easements of enjoyment granted pursuant to Section 2.3(a) above, and the provisions of this Article 2, are further subject to the following:

(i) the right of the Declarant and/or the Community Association, as the case may be, to permit the construction and use of and to charge reasonable admission and other fees for the use of recreational facilities, if any, and other amenities, if any, situated now or ever in the future upon the Common Area and to adopt rules and regulations with regard to the use of the Common Area;

(ii) the right of the Declarant and/or the Community Association, as the case may be, to borrow money for the purpose of improving the Common Area or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof a mortgage encumbering all or any part of the Common Area;

(iii) the right of the Declarant and/or Community Association, as the case may be, to suspend the voting rights and the right to use of recreational facilities, ever if any, and other Common Area amenities by a Lot owner for any period during which a violation of this Declaration by such Lot owner or a resident of such Lot exists, during which any assessments or liens against the Lot owner's Lot or other sums due to the Community Association by such Lot owner remain unpaid, or during which any infraction of this Declaration and/or the rules and regulations of the Community Association occurs;

(iv) the right of the Declarant and/or the Community Association, as the case may be, 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 Declarant and/or the Community Association, as the case may be, and to grant permits and licenses as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under the Common Area, as may be deemed necessary or useful by the Declarant and/or the Community Association, as the case may be;

(v) An easement in gross on and over the Common Area in favor of Declarant, its successors and assigns, for pedestrian access as shall be acceptable to Declarant in its sole discretion, and for temporary use and/or restriction, from time to time, of portions of the Common Area as shall be acceptable to Declarant in its sole discretion, including without

limitation, for ingress, egress, access, parking along streets and roads and otherwise upon the Common Area;

(vi) These additional tree removal, woodland protection, open field preservation, stream preservation and mosquito abatement restrictions and obligations:

(1) No existing trees in excess of six inches (6") in diameter (measured at four (4) feet off the ground) and located more than twenty-five (25) feet from a foundation, or ten (10) feet from a driveway, shall be removed or damaged by earth removal or placement without the prior approval of the Declarant, and all marked and tagged trees must be maintained and barricaded to prevent damage or accidental removal during the construction process.

(2) No clearing, grading, or other land disturbing activity shall occur in the Lot 66 or other designated Woodland Protection Area(s) or in the Lots 64 and 65 designated Open Field Preservation Areas designated on the Plat of the Subdivision, except for utility installation, access and repair and except for supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat, and any tree or shrub removed in violation of this Deed Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal on a combined basis the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species. In the Open Field Preservation Area, grass may be cut to no less than six (6) inches in height in order to maintain an un-manicured, open meadow condition with significant healthy trees retained, all in accordance with the concept plan for landscaping attached hereto as Exhibit A .

(3) "Tree Preservation Areas" ("TPAs"), if any, designated on any plat of the Subdivision represent portions of the Property the Declarant has designated to be left undisturbed during the development of roadways, utilities and similar infrastructure, and as such these are not permanent preservation areas, and thus trees in these areas may be removed during construction of homes or buildings on individual lots.

(4) "Tree Canopy Protection Areas" ("TCPAs") identified on any plat of the Subdivision represent individual trees and/or portions of the Property designated to meet the Tree Canopy requirements of Chapter 10, Part 1 of the Land Development Code for Metro Louisville, as said Code may be amended from time to time, and, accordingly, are to be permanently protected, such that all clearing, grading and fill activity in these areas must be in keeping with restrictions established at time of approval of the plan for this Subdivision, and further such that, as trees within TCPAs are lost through natural causes, new trees shall be planted in order to maintain minimum tree canopy as specified on the original approved plan for the Subdivision.

(5) Areas denoted on the plat of the Subdivision as reserved for Stream Preservation shall be permanently preserved in a manner prohibiting impacts within 50 feet of the stream channels on any open space lot and within 25 feet of the stream channels on any individual lot.

(6) ~~Until release of the drainage bond on the subdivision, the Declarant~~
~~and/or Community Association, as the case may be, shall be responsible for maintenance of all~~
~~drainage facilities~~ and both undeveloped lots and Common Area so as to ensure the prevention of mosquito breeding, and after the drainage bond is released, the Community Association shall assure mosquito abatement in Common Area, and, to that extent, accumulations of water in

which mosquito larvae breed or have the potential to breed are required to be treated with a mosquito larvacide approved by the Louisville Metro Health Department., which larvacides shall be administered in accordance with the product's labeling.

(c) **Construction Mortgages.** Declarant and/or the Community Association, as the case may be, may, from time to time, construct certain recreational facilities and/or amenities on portions of the Common Area owned or to be owned by the Community Association, and, in order to finance this construction and the development of the Subdivision in general, Declarant shall have the right to subject all or any portion of the Common Area and any improvements thereon to the lien of any mortgage on terms acceptable to Declarant in its sole discretion.

Section 2.4 Delegation of Use. Any Lot owner may delegate, in accordance with the Bylaws of the Community Association, his right of enjoyment to the Common Area, and facilities and amenities thereon, to the members of his family residing on the Lot or to (a) his tenant(s) actually occupying a residence on the Lot pursuant to a lease supplied to Declarant, and of which Declarant receives proper notice, or (b) contract purchaser(s) who reside on the Lot, but membership in the Community Association cannot be shared with a tenant or contract purchaser. Membership in the Community Association may not be conveyed separately from ownership of a Lot.

Section 2.5 Right of Entry. The officers, employees, agents and authorized representatives of Declarant and the Community Association shall be entitled to reasonable access to the individual Lots as may be required (a) in connection with the preservation of property on an individual Lot or in the event of an emergency or in connection with the maintenance, repairs or replacements within the Common Area or the remainder of the

Subdivision, of any equipment, facilities or fixtures affecting or serving other Lots and/or the Common Area, or to make any alteration required by any governmental authority and (b) in connection with and related to the exercise and performance by Declarant or the Community Association, as the case may be, of their respective rights and responsibilities pursuant to this Declaration, including, without limitation, the right of access to each Lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the use thereof to inspect the Lot for purpose of verifying conformance with this Declaration, whether in connection with the construction of improvements thereon in accordance with Article 3 of this Declaration or otherwise.

Section 2.6 Assessments; Lien and Personal Obligation.

(a) **Payment.** Each Lot owner, except Declarant, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, covenants and agrees to observe and conform to, and to cause the residents of the Lot to observe and conform to, the provisions of this Declaration, and such Lot owner further covenants and agrees, and incurs an obligation, to pay to the Community Association, except as otherwise provided in this Declaration, (i) annual assessments or charges ("Annual Assessments"), and (ii) special assessments for capital improvements ("Special Assessments"), such assessments to be established and collected as provided in this Article 2. At the sole discretion and direction of Declarant or the Community Association, as the case may be, either may elect, from time to time, not to levy any assessment against one or more specific Lots conveyed to certain Builders (other than assessments with respect to such Builder's residence or sales office) until the first anniversary of such conveyance or the conveyance of the Lot by the Builder, whichever first occurs, or until such times as Declarant or the Declarant may elect.

(b) **Charge and Lien.** The Annual Assessments and Special Assessments, together with interest from the date such assessments are due at the maximum rate permitted by applicable law, and costs of collection and reasonable attorneys' fees (with such interest thereon), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with reasonable attorneys' fees, costs and such interest, shall also be the personal obligation of the person or entity which was the owner of such Lot at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass jointly and severally on to such Lot owner's successor in title, regardless of whether expressly assumed by such successor, and such delinquent assessments shall remain a charge on and continuing lien against the Lot, which may be foreclosed by the Declarant or the Community Association in the manner prescribed by law.

Section 2.7 Purpose of Assessments.

(a) **Use.** The assessments levied by the Community Association shall be used as provided in this Declaration and otherwise to promote the recreation, health, safety and welfare of the residents and Lot owners in the Subdivision, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including at the option of Declarant an/or Community Association, as the case may be, for the payment of street lights, street and entryway and springhouse repairs and garbage collection, and further for the improvement, maintenance, use and enjoyment of the Common Area including, but not limited to, the cost of repairs, replacements and additions, the cost of utilities, labor, equipment, materials, management and supervision and other services, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Articles and/or Bylaws of the Community Association, the employment of attorneys and

accountants, engineers and other professionals to represent the Community Association when necessary and as such other needs 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 to the satisfaction of the Declarant by any municipal or governmental authority or agency having jurisdiction thereof and are relinquished by the Community Association, the Common Area including all open spaces, gatehouse, springhouse, landscaping, entranceways, streets, roadways, crosswalks, medians, storm drains, basins, lakes, recreational areas and facilities and amenities therein, including but not limited to tennis courts, jogging trails (which may be referred to on a Plat as a pedestrian access easement), and swimming pools.

(b) **Administration.** Until assignment of its rights hereunder to the Community Association, Declarant or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes permitted in this Declaration and/or the Articles and Bylaws of the Community Association and which shall be kept in a separate account for such purpose.

Section 2.8 Annual Assessment.

(a) **Initial.** For the calendar year 2007, the initial Annual Assessment shall be set at a rate of \$1000.00 per year per Lot, and shall be thereafter increased or reduced for each year as shall be determined by the Declarant.

(b) **Payment.** The Declarant may fix the amount of the Annual Assessment from time to time as provided above and shall determine when the Annual Assessments shall be paid.

Section 2.9 Special Assessments for Capital Improvements.

In addition to the Annual Assessments, the Declarant and/or Community Association, as the case may be, 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 streets, entryways or other capital improvement upon the Common Area including personal property related thereto.

Section 2.10 Uniform Rate of Assessment.

Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, except Lots owned by Declarant or any of its affiliated persons or entities as determined by Declarant which shall be exempt from all such assessments until a home is constructed on any such Lot. The Declarant and/or Community Association, as the case may be, may, at its respective discretion, waive any assessment in whole or in part for any year or part of a year for any Lot not occupied as a residence.

Section 2.11 Date of Commencement of Annual Assessments; Due Dates.

The Annual Assessments shall begin as to any Lot at the time the Lot is initially conveyed by Declarant to a person or entity other than any of Declarant's affiliated persons or entities as determined by Declarant, unless otherwise provided in the deed for such Lot. The first Annual Assessment for a Lot shall be adjusted according to the number of months remaining in the assessment year when the Lot is so first conveyed.

Section 2.12 Effect of Nonpayment of Assessments; Remedies of the Community Association.

Any Annual Assessment or Special Assessment not paid by the due date shall bear interest from the due date at the same rate prescribed or permitted by Section 2.6(b) hereof. The

Declarant and/or Community Association, as the case may be, may bring an action against the Lot owner(s) and/or persons personally obligated to pay such assessment, and/or may foreclose the lien against the Lot, and such interest, and costs and reasonable attorneys' fees of such action and/or foreclosure shall be added to the amount of such assessments. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot, or by claim of set-off.

Section 2.13 Subordination of the Lien to First Mortgage.

Annual Assessments and Special Assessments shall constitute a charge upon each Lot, and the lien of such assessments shall be subordinate to the lien of any first mortgage encumbering a Lot in favor of a bona fide institutional lender, which mortgage encumbered the Lot prior to the due dates of any such assessments. Sale or transfer of any Lot shall not affect the assessment lien or other liens provided for in this Declaration.

Section 2.14 Membership.

Declarant and every Lot owner of a Lot which is subject to an assessment shall be a member of the Community Association, as provided herein and in the Articles and Bylaws of the Community Association. Each such Lot owner and member shall abide by the Community Association's Articles of Incorporation recorded in the corporation records in the Office of the Clerk of Jefferson County, Kentucky ("Articles") and Bylaws, rules and regulations (as amended from time to time), shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Declarant and/or Community Association, as the case may be. Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.15 Exempt Property.

In addition to that property exempted above, the following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) all easements or other interests therein dedicated and accepted by an applicable governmental authority or agency and devoted to public use; and
- (b) all of the Common Area.

Section 2.16 Lot Owner's Negligence.

In the event that the need for maintenance, repair, or replacement of any property owned by Declarant and/or Community Association, as the case may be, including the Common Area, or any portion thereof is caused through or by the negligent or willful act or omission of any Lot owner, or by any member of a Lot owner's family, or by a Lot owner's tenants, guests, contractors, subcontractors, agents, or invitees, then same shall be a personal obligation of such Lot owner; and, if not repaid to the Declarant or Community Association, as the case may be, within thirty (30) days after the Declarant or Community Association gives notice to the Lot owner of the total amount or amounts due from time to time, then the sums due shall become a charge upon and lien against the Lot owner's Lot of equal priority to the lien for assessments provided for in this Article 2, which lien may bear interest as provided for therein, and may be enforced in accordance with applicable law.

Section 2.17 Recorded Easements.

The Common Area, and all portion thereof, shall be subject to any easements shown on any recorded Plat affecting the Common Area, or any portion thereof, and to any other easements of record, such as the referenced Conservation Easement, if any, which shall include

without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

Section 2.18 Dedication.

No common areas, open space, private roadways or islands in the right-of-way shall 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. Anything to the contrary herein notwithstanding, the Community Association and the Lot owners shall be responsible for the maintenance of all open space, private roads (if applicable) and Common Areas, so long as the Property is used as a residential subdivision or until properly dedicated to a unit of local government. The Community Association cannot amend this Section 2.18 without approval from the Louisville Metro Planning Commission.

ARTICLE III: USE RESTRICTIONS

Section 3.1 Primary Use Restrictions.

(a) Single-Family Residential Use and Home Occupations

(i) Except as otherwise expressly provided in this Declaration, no Lot shall be used except for private single-family residential purposes and except for "home occupations" as that term is strictly construed under the Land Development Code of Metro Louisville. No structure shall be erected, placed or altered or permitted to remain on any Lot except a one single-family residence designed for occupancy by one family (except that any reasonable number of domestic servants living on the premises in accordance with applicable law shall be permitted), not to exceed two and one-half (2 ½) stories in height, unless approved otherwise by Declarant in its sole discretion and permitted by applicable law, or except as otherwise provided in this Declaration.

(ii) Each residence on a Lot shall include an attached garage (with garage doors) capable of housing at least two (2) vehicles, for the sole use of the owner and occupants of the Lot.

(iii) The Common Area and any facilities located within the Subdivision, whether operated and maintained by Declarant, its successors and assigns, or the Community Association (as hereinafter defined) shall be exempt from the use restrictions of this Section 3.1.

(iv) For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes," and shall not be permitted on any Lot within the Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirm, (9) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for person in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, (10) any "assisted living residence", "exceptional residential use" or "group home" (as defined in the Land Development Code for Metro Louisville) and (11) any similar use as determined by Declarant and/or the Community Association.

(b) **No Subdivision.** No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Declarant in its sole discretion, which approval may be arbitrarily and unreasonably withheld. All Lot owners are hereby notified that Declarant has

the express right, in its sole discretion, to subdivide, re-plat and/or alter the boundary line of any Lot or Lots owned by Declarant and/or any of its affiliated or related persons or entities; provided that in no event may the number of Lots in the Subdivision be increased except by the development of additional land and annexation thereof to the Subdivision. Any such division, boundary line change, or re-platting of any Lots shall not be in violation of applicable subdivision and zoning regulations.

Section 3.2 Nuisances. No noxious or offensive trade or activity shall be conducted or permitted to exist on any Lot, nor shall any Lot owner do anything on any Lot, or otherwise within the Subdivision, which may be or become an annoyance or nuisance to the residents of the Property.

Section 3.3 Use of Other Structures and Vehicles.

(a) **Restrictions on Structures.** No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary character shall be permitted on any Lot, except for temporary tool sheds, field offices or sales offices used by Declarant, or by a Builder (as hereinafter defined) as Declarant may permit by written consent in its sole discretion, which structure shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of receipt of written notice from Declarant.

(b) **No Temporary Residences.** No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

(c) **Restrictions on Vehicles and Parking.**

(i) No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a closed garage for any period in excess of seven (7) days in any 365-day period (any portion of a day constitutes a day).

(ii) No commercial vehicle shall be parked or kept on any Lot, unless housed in a closed garage, or any street in the Subdivision in excess of six (6) hours in any 24-hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" as defined as a vehicle meeting any one of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, 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 in excess of the business name on the driver's side door of the vehicle.

(iii) No vehicle, motorized or otherwise, including, but not limited to, those set forth in and (c)(i) and (ii) above, shall be parked on any street or right-of-way of the Subdivision between the hours of 4:00 a.m. and 6:00 a.m., and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a closed garage.

(iv) No vehicle determined to be objectionable or unsightly by Declarant or its successors or assigns, including the Community Association, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a Lot except in a garage.

(v) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

Section 3.4. Animals. No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that not more than any two of the following (i.e., dogs, cats or another traditional type of household pet), meaning the domestic pets traditionally recognized as household pets in Louisville, Kentucky vicinity) may be kept in the residence on a Lot, and then only in the residence and neither overnight nor for extended periods out-of-doors, provided further that they are restrained on a Lot such that they are not allowed to wander onto other lots or onto the property of adjoining landowners and not kept, bred or maintained for any commercial or breeding purposes. No dog or other pet runs are permitted on any Lot, except for those the design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion. The Lot owner keeping any such pets shall keep the Lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the Common Area shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner. In addition to such other remedies as may be available, violation of this Section 3.4 by any Lot owner or resident of the Property may result in the suspension of the voting rights of a Lot owner in the Community Association and suspension of other rights set forth in this Declaration.

Section 3.5. Clothes Lines; Fences and Walls; Tennis and Basketball Courts; Swimming Pools; Antennae and Receivers/Transmitters; Exterior Lighting; Play Equipment; Flags.

(a) **Clothes Lines.** No outside clothes lines shall be erected or placed on any Lot.

(b) **Fences and Walls.** All fences and walls are subject to prior written approval by Declarant in its sole discretion and may not exceed the height limitations or deviate from the design provisions of Section 4.16 hereinbelow. No fence or wall of any nature may be extended 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), unless specifically approved in writing by the Declarant.

(c) **Basketball Courts.** No basketball goal shall be erected on, or attached to any structure located on, any Lot unless the location of such goal (i) is not visible from any road or (ii) has been approved in writing by Declarant.

(d) **Aboveground Swimming Pools.** No aboveground swimming pools shall be erected or placed on any Lot, although hot tubs and spas, the size, design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion, shall be permitted.

(e) **Antennae.** No antennae or microwave or other receivers and/or transmitters (including, without limitation, those currently referred to as "satellite dishes") shall be erected or placed on any residence or any Lot (except for small television antennas or receivers which are concealed and contained wholly within the interior of a residence and which are not viewable outside of such residence through any window or otherwise from any vantage point or elevation as determined by Declarant), unless its design and placement are approved in writing by Declarant, which approval shall be within the sole and absolute discretion of Declarant and may be arbitrarily and unreasonably withheld.

(f) **Exterior Lighting.** Exterior lighting attached to a main residential structure shall not exceed in height the eaves trough located at the highest elevation. Freestanding lights

located in front yards shall not exceed 7 feet in height. Freestanding lights located in back yards shall not exceed three feet in height. Any exterior lighting in excess of three feet in height installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby Lots, as determined by Declarant. All exterior lighting ornamental post lights and other ornamental yard decorations located or proposed to be located on any Lot are subject to the prior written approval of Declarant in its sole discretion and the design constraints set forth in Section 4.17 hereinbelow.

(g) **Play Equipment.** All exterior or outside play equipment located on any Lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be located no closer than 5 feet to any lot line, and all Lot owners and residents of the Subdivision shall obtain the approval of Declarant prior to the construction or placement of any such equipment on any Lot.

(h) **Flags.** No flagpoles shall be erected or placed on any Lot. Flags may, however, be hung in customary fashion from any structure so long as not in excess of 24 square feet in size.

Section 3.6 Duty to Maintain Lot.

(a) **Declarant's Maintenance and Fees.** From and after the date of purchase of a Lot until construction of a single family residence is started thereon, Declarant shall have the exclusive right, but not the obligation, to perform all normal maintenance on the Lot which Declarant deems necessary, including, without limitation mowing; provided that Declarant shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof, from the Lot, although Declarant may elect to do so in its discretion, and all of which the Lot owner shall promptly cut and remove from the Lot after falling, or otherwise after a

determination and notice by Declarant to the Lot owner that any of the same constitute a danger or are unsightly. If Declarant decides, in its sole discretion, that any mowing or other maintenance is appropriate, each such Lot owner shall be assessed a fee payable upon notice, in an amount as Declarant determines in its sole discretion is necessary to maintain the Lot as provided herein. Declarant shall have no obligation to cure or correct any unsafe conditions on the Lot. All such fees due and payable to Declarant from a Lot owner pursuant to the terms of this Section 3.6(a) shall bear interest from the due date thereof until paid at the maximum legal rate of interest, and such amount shall, together with all interest accrued and unpaid thereon and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorney's fees, constitute a charge and lien on the Lot in favor of Declarant to secure the repayment of such amounts, which lien shall be of equal priority to the lien of assessments provided for hereinbelow.

(b) Lot Owner's Maintenance. From and after the date construction of a single family residence on a Lot is started, it shall be the duty of each Lot owner to keep the grass on the Lot property cut, to keep the Lot free from weeds, waste and trash, including, without limitation, mowing, in order to make the Lot neat and attractive, and the Lot owner shall, immediately upon demand, reimburse Declarant or other performing entity for all expenses incurred in so doing, together with interest at the maximum legal rate of interest, and Declarant shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided for elsewhere in this Declaration.

(c) Indemnification by Lot Owner. Each Lot owner, by acceptance of a deed for the Lot, releases and shall indemnify and hold harmless Declarant from and against all losses or damages which may accrue to such Lot owner's Lot, and the vegetation hereon, arising from any

activities of Declaration and/or any other party to maintain such Lot owner's Lot when such Lot owner fails, as noted above, to properly maintain his own Lot.

Section 3.7 Duty to Repair, Rebuild and Maintain.

(a) **Normal Repairs.** Each Lot owner shall, at its sole cost and expense, repair and maintain the residence and other approved structures on such Lot owner's Lot, keeping the same in first class condition and repair acceptable to Declarant and the Board of Directors of the Community Association (the "Board"), as the case may be, and otherwise in a condition comparable to the condition of such residence at the time of its initial construction consistent with the approved plans therefor (or in the absence of approved plans, consistent with the requirements deemed necessary or desirable by Declarant or the Board, in their respective sole discretion). In the event any such residence or other structures on the Lot are not so repaired and maintained, the Lot owner shall, within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully repaired and maintained to the satisfaction of the Declarant and the Board, or if the existing status of the residence or other structures on the Lot are such that the same cannot be reasonably repaired and maintained within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such repair and maintenance, which shall in any case be completed within sixty (60) days of such notice from Declarant or the Board or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such Lot owner fail to complete such repairs and maintenance within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such repairs and maintenance to be

so completed to their respective satisfaction, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the Lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such repairs and maintenance, and may, at all other times, store necessary materials on the Lot, without liability or obligation of any kind to such Lot owner or any resident or lessee of such Lot, and the Lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant or the Board, as applicable, shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for hereinbelow.

(b) **Repair or Damage.** If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the Lot owner shall, with any due diligence, promptly (as acceptable to the Declarant and the Board) rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition consistent with the approval plans therefore. In the event any such residence or other structures on any Lot are not so rebuilt, repaired or reconstructed, the Lot owner shall, within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully rebuilt, repaired or reconstructed to the satisfaction of Declarant or the Board, or, if the existing status of the residence or other structures on the Lot are such that the same cannot be reasonably rebuilt, repaired or reconstructed within such thirty (30) day period, the Lot owner shall immediately commence and proceed with all due diligence and best efforts toward the

completion of such residence or other structures, which shall in any case be completed within one hundred twenty (120) days of such notice and from Declarant or the Board, or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such Lot owner fail to complete such rebuilding, repairs or reconstruction within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such rebuilding, repairs or reconstruction to be so completed to their respective satisfaction in accordance with the approved plans for such structure, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the Lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such rebuilding, repairs or reconstruction, and may at all other times store necessary materials on the Lot, without liability or obligation of any kind to such Lot owner or any resident or lessee of such Lot, and the Lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant or the Board, as applicable, shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article 4 below.

Section 3.8 Restrictions on Business and Home Occupations. Except for "home occupations" as that term is strictly construed under the Land Development Code for Metro Louisville, no trade or business of any kind (and no practice of any profession, including, without limitation, medicine, dentistry, chiropody, osteopathy, accounting, law and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which constitutes

or may become an annoyance or nuisance to the neighborhood or other residents in the Subdivision, as determined by Declarant or the Board. Notwithstanding the provisions hereof or of Section 3.1 above, a new house may be used by the Builder thereof as a model home for display of the Builder's work in the Subdivision or for the Builder's own office, provided said use terminates within eighteen (18) months from completion of such house by the Builder or at such other time as may be determined by Declarant, and provided further that such use otherwise conforms to this Declaration and/or such rules as Declarant may, from time to time, issue.

Section 3.9. Signs

(a) **Sign Limits.** 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 neat and attractive for advertising the sale thereof, which shall not be greater in area than that permitted by the Land Development Code and shall be acceptable in condition, format, appearance and content to Declarant.

(b) **Declarant's Signs.** Each Lot owner and resident of the Subdivision is hereby advised that Declarant may elect, from time to time, (i) to erect larger signs when advertising the Subdivision, (ii) to place signs on Lots designating the lot number of the Lots, and (iii) following the sale of a Lot to place signs on such Lot indicating the name of the purchaser of that Lot and/or the fact that it has been sold.

(c) **Street Numbers.** This Section 3.9 shall not prohibit placement of occupant name signs and lot numbers as allowed by Declarant's guidelines (which may be included in the "Design Guidelines," as such term is hereafter defined, or otherwise) or as are otherwise acceptable to Declarant, and which signs and numbers are in compliance with applicable zoning regulations.

(d) **Uniform Sign Program.** Declarant shall have the unfettered right in its sole discretion to establish from time to time a uniform sales sign program for all Lots, whether improved or unimproved, within any Section and/or to require Lot owners to obtain all signs advertising the sale or lease of a Lot, whether improved or unimproved, from Declarant or any of its related entities or from a designated third party.

Section 3.10. Drainage. Drainage of each Lot shall conform to the general drainage plans of Declarant for the Section and Subdivision. No construction upon a Lot by Declarant or any others than Declarant shall cause storm water to drain upon any adjacent Lot or upon any land adjacent to the Subdivision Lot unless appropriate easements have been provided for such drainage or such drainage as otherwise allowed by local ordinances and permitted by Declarant. No storm water, drains, roof downspout or ground water shall be introduced into the sanitary sewage system. All connections for sanitary sewer, water and storm water on each Lot shall be made with watertight joints and otherwise in accordance with all applicable plumbing and building code requirements. No Hazardous Substances (as hereinafter defined) shall be dumped or introduced into the sanitary or storm sewer system for the Subdivision, or otherwise improperly stored or disposed of on any Lot.

Section 3.11. Disposal of Trash; No Hazardous Substances. No Lot shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances. Rubbish, trash, garbage or other waste shall not be kept on any Lot except for the normal household rubbish, trash, garbage and similar waste kept indoors within sanitary closed containers temporarily prior to collection. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection.

There shall be no burning of trash or other refuse on any Lot. Declarant and the Association reserve the right, from time to time, to establish and maintain a uniform and exclusive trash collection program for the Subdivision with one or more contractors or companies selected by Declarant or the Board on such terms as may be deemed acceptable by the Declarant or the Board in their respective discretion. For purposes of this Declaration, the term "Hazardous Substances" shall include, without limitation, petroleum, its products and by-products, and petrochemicals, and any compound containing any of the same, asbestos, radioactive substances, polychlorinated biphenals, any pollutant or contaminant and any hazardous, toxic, dangerous or flammable waste, substance or material, including any of the same defined as such in, for purposes of or otherwise regulated or classified by or pursuant to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCA") (43 U.S.C. §9601, et seq.) and regulations promulgated thereunder, as amended, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (whether now existing or hereafter enacted, promulgated or issued) or any judicial or administrative interpretation of any of the same, and including "oil" and "oil waste" as defined in the Clean Water Act (33 U.S.C. §1251, et seq.), as amended. The definition of "Hazardous Substances" for purposes of this Declaration shall not include, however, small quantities of such substances described above which constitute or are included within normal household cleaning substances or other substances used in connection with normal single-family residential purposes which are in all cases kept within approved containers and stored, used and disposed of in accordance with all applicable governmental laws, rules and regulations and other applicable guidelines existing or established from time to time (such substances being hereinafter referred to as "Permitted Substances"). Each Lot owner shall indemnify and hold harmless

Declarant, its officers, employees, stockholders, successors and assigns, the Board and the Community Association from and against any and all liabilities, damages, actions and causes of action, costs and expense arising from or related to the introduction and/or use of any Hazardous Substances and/or Permitted Substances by such Lot owner or otherwise on such Lot owner's Lot during the ownership of the Lot by such Lot owner.

Section 3.12 Utility Service.

(a) Underground Service to Lots.

(i) Each Lot owner's gas, electric and telephone utility service lines shall be underground throughout the length of service line from the applicable utilities' respective points of delivery to a Lot to the residence on such Lot; and title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne by, the owner of the Lot upon which such service lines are located.

(ii) Appropriate easements as shall be acceptable to Declarant, are hereby dedicated and reserved to Louisville Gas &, Electric Company (LG&E) and Bell South Telephone Company ("Bell") and any other such utility, as applicable, together with the rights of ingress and egress over abutting Lots or properties, to install, operate and maintain electric and telephone and other utility service lines from each Lot to each such utility's respective termination points. Gas, electric and telephone service and other utility lines, as installed from time to time in locations acceptable to Declarant, shall determine the exact location of said easements.

(iii) The gas, electric and telephone easements shown on the Plat for any Section, if any, 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 Lot owner without the express written consent of Declarant and of the applicable utilities and their respective successors and assigns, as applicable.

(b) Additional Easements.

(i) Easements for underground gas, electric and telephone transmissions and distribution feeder lines, poles and equipment appropriate in connection therewith, are reserved over, across and under all spaces (including park, open and drainage space area) outlined or otherwise shown and designated on the Plat for any Section, and over, across and under such portions of the Common Area as Declarant shall determine from time to time, for underground facilities. Declarant hereby reserves the right to grant such additional easements as may be necessary to facilitate electric service, gas service, water and sewer service, telephone and communications services, cable television and the like throughout the Subdivision.

ii) Aboveground electric transformers and pedestals may be installed at appropriate points in any electric or other utility easement with the prior written approval of Declarant, which shall not be reasonably withheld.

(c) Cable Television Easements. The gas, electric and telephone easements dedicated and reserved in this Section 3.12, and those as shown on the Plat for any Section, including, without limitation, the Plat, shall include easements for the installation, operation and maintenance of cable television service to the Lots and the Common Area, including 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 communications, telecommunications and energy transmission mediums.

Section 3.13 Rules for Common Area. The Community Association is authorized to adopt and modify from time to time rules and regulations for the use of the Common Area, including, without limitation, any landscaping or recreational facilities and other common amenities now or hereafter located within the Subdivision upon such Common Area, and such rules, if not otherwise posted at any such facility or amenity, shall be furnished in writing to a Lot owner upon reasonable request. No Lot owner shall do or permit anything to be done or kept on or in the Common Area which might result in the cancellation of insurance on any part of Common Area, which would interfere with rights of other Lot owners, or which would be noxious, harmful or unreasonably offensive to other Lot owners as determined by Declarant or the Board in their respective sole discretion. No waste shall be committed by any Lot owner or resident of the Subdivision in the Common Area.

Section 3.14 Exclusive Water and Sanitary Sewer Service. Each Lot owner shall be obligated upon the construction of a residence on any Lot to connect to, and obtain service from, the central water and sewage disposal systems provided for the Subdivision by the Louisville Water Company and Louisville and Jefferson County Metropolitan Sewer District ("MSD") respectively, or their respective successors and assigns. No other water or sewage system shall be permitted on or for any Lot.

Section 3.15 Common Areas and Playgrounds. Any playground, walkways, landscaped areas, tennis court, swimming pool or other play areas or equipment furnished by Declarant or the Community Association or others with the consent of Declarant, upon the Common Area or otherwise within, or adjacent to, the Subdivision, shall be used at the risk of the user, and Declarant, its affiliated persons and entities and the Community Association shall

not be liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use hereof.

Section 3.16 Holiday Lighting. Except for holiday season decorative lights and attendant displays and decorations, which may be displayed from December 1 of each year through the following January 10 and only as shall be acceptable to Declarant in its sole discretion, all exterior holiday decorations and lighting shall receive the prior written approval of Declarant or shall be allowed only pursuant to written policy adopted by Declarant and/or the Community Association, as the case may be.

ARTICLE IV: DESIGN REVIEW PROCEDURES AND GUIDELINES

Section 4.1 Purpose.

It is the desire to subdivide Glenview Springs to provide quality single-family residential lots. Glenview Springs is being developed to blend with the existing residential structures and to preserve the natural environmental qualities of the Property, including, topography, views, and tree lines.

The Declarant considers it essential to establish protective covenants and restrictions for all lots in Glenview Springs for the following purposes:

- (a) To provide for a development in which the homes are architecturally appropriate for the neighborhood and the particular site, are compatible yet different from each other and, in general, are representative of quality architectural design;
- (b) To protect and enhance the views from homes, lots and right-of-way; and
- (c) To document the protective covenants and restrictions which shall run with the land.

The Declarant shall have full power and authority to direct, guide, advise and consult with subsequent purchasers of the Lots in the subdivision in order to require such subsequent owners to provide residences in full compliance with the guidelines, protective covenants and restrictions. The Declarant may hire an architect who will make recommendations to the Declarant regarding compliance with the guidelines, covenants and restrictions set forth herein. The Declarant shall not be bound by any one design or another but shall use the expertise of others to help assure, to the extent practicable, aesthetic excellence while working with the existing topography.

Section 4.2 General Site Considerations.

Individuals and builders are encouraged to consider carefully the selection of a lot. Lots are considerably different. Some of the lots are steep, some are wooded, and some are open. When selecting a lot, the individual or builder should, therefore, know the type and character of the home that they wish to construct. The Declarant has complete authority to deny approval of a home on a lot if it finds the size, scale, or character of the home incompatible with the lot or with neighboring structures. The Declarant will discourage lot owners who approach the design process with floor plans conceived without regard for the specifics of their particular site.

Considerations relevant to siting a building on a lot are numerous and important. The particular assets of a lot must be identified and the home located so as to preserve and enhance these assets, be they a view, mature trees, a ravine or any other significant natural feature. Homes should not be located in a manner that impedes, significantly alters, or otherwise interferes with natural drainage. The existing environment should be respected and preserved. Privacy between homes should be considered when siting a home on a lot. Above all, the

siting of homes should preserve the important environmental features of Glenview Springs and shall contribute to a creative, interesting, attractive and pleasant living environment.

The Declarant will mark and tag trees, which are deemed important to the development of Glenview Springs. The planned placement of the home should accommodate the retention of these trees. If an interested or actual buyer wishes to vary from the Declarant's on site or documentary identification of trees to be preserved, such variance must be presented to, and approved by, the Declarant.

Section 4.3 Architectural Review Process.

The Declarant will meet with and assist builders/lot owners in the planning and design process by reviewing plans to assure that optimum decisions are made that promote planning and design excellence, protect property values and assure a unique, interesting and quality living environment. The Declarant shall coordinate the various interests of all builders and residents to create a harmonious environment and to protect the mutual interests and individual investments of all parties. The Declarant's decisions may be based on aesthetic, or other grounds and shall be solely and exclusively within the Declarant's discretion. Such decisions shall be binding on all owners in the subdivision. All decisions by the Declarant shall be rendered within 30 days of plan submittal.

Section 4.4 Design Review Procedures.

When a potential lot owner becomes interested in a lot in Glenview Springs, it is recommended they meet with the Declarant at the site to discuss the appropriateness of the lot to meet the owner's design intention.

Through this on-site discussion, the potential owner can gain insight as to the Declarant's position toward their design and development plans and can prevent someone from buying a lot that cannot be developed as they may have originally expected.

Once a lot has been purchased and prior to initiating the design process, the owner shall submit the name and address of his/her builder, required building architect and, if any, his landscape architect or designer and/or land planner for their lot to the Declarant, and signify in writing that they have read this Declaration. Upon receipt, the Declarant will set a date for a pre-design conference to be held at the site. This conference is to include the owners, the above mentioned design professionals, the Declarant and its design advisor to discuss issues of building orientation, grading, preservation of trees, and views to and from the site. The design process shall not begin until such time as this conference has taken place.

Section 4.5 Two Sequential Submissions.

Approval of plans and specifications shall be by two sequential submissions to the Declarant: (1) Preliminary Plan Approval and (2) Final Architect-Stamped Plan Approval. The plans will then proceed through the normal review process with applicable governmental agencies. Preliminary plans must be submitted to the Declarant in duplicate. Final plans must be submitted in triplicate. All plans must be submitted at least seven (7) days prior to the date that the applicant requires a response by the Declarant. The Declarant will be assisted in his Preliminary and Final Plan Approval Processes by a Design Review Committee, which, in addition to himself, shall include, at a minimum, the owner and/or builder of the "historic" home lot and a registered architect. The Declarant may require a fee be paid upon submission of each plan of up to \$500 for each plan in order to off-set the cost of the Declarant's architect's review of these plans.

Section 4.6 Preliminary Plan Requirements.

Unless the Declarant modifies the specific requirements set forth below in order to accommodate substantially similar plans, the following items shall be included with the submission of the plans for Preliminary Plan Approval:

(a) Site plan on a 1"= 50'-0" scale showing property lines, setback lines, proposed location of building and amenities, existing topography at 2' intervals with proposed changes, existing trees with diameters of 6" or greater, tree line of grouping of trees, driveways, decks, walls, retaining walls and fences.

(b) Building elevations at no less than 1/8"= 1'-0" scale, showing exterior appearances, including materials and finished grade lines at building. Building floor plans at no less than 1/8" = 1" -0" scale, showing doors, windows, room names and sizes, exterior decks, patios, porches, walks and steps. An indication of the square footage of the home, as computed under section titled "Minimum Homes Sizes."

The Declarant will review the Preliminary Plan and promptly return one set to the applicant with comments, if any, enabling the applicant to proceed with detailed design and preparation of working drawings.

Section 4.7 Final Plan Requirements.

Unless the Declarant modifies the specific requirements set forth below in order to accommodate substantially similar plans, the following items must be included with the submission for Final Plan approval:

(a) Site plan at 1"= 50" scale showing property lines, setback lines, location of all buildings and amenities, existing topography at 2' intervals with proposed changes, existing trees remaining and removed with diameters of 6" or greater, tree lines of grouping of trees,

dimensioned driveways, parking areas, walks, decks, patios and retaining walls. Plans to include floor line elevations.

(b) Building elevations with front elevation at no less than 1/4" -1'-0" scale, other elevations at no less than 1/8-1'-0" scale. Elevations should show exterior appearance of all sides of all structures including types of materials, trim and details, railings, fencing, retaining walls and grade lines at building. Approval of these plans is related only to aesthetic relationships. The Declarant does not review plans for compliance with building codes.

(c) Building floor plans at no less than 1/4" -1'-0" scale with all details for construction, showing doors, windows, room dimensions, exterior deck, patios, porches and walks. Plans should include calculation of square footage per floor and totals.

(d) Exterior colors and material selections including roof shingles type and color, brick and mortar type and style, trim colors, along with samples, if requested, of each material for permanent records. Final landscape plans prepared by a registered landscape architect or other acceptable landscaper designer.

(e) Lighting plan indicating exterior lights, including post lights, lights mounted on the home, landscape lighting and security lighting.

The submission should respond to all comments, if any, made during the Preliminary Design review. It is important at this stage that all aspects of the design be reasonably close to final. After Final Plan approval, any change in siting, building plans and elevations, landscaping, lighting drives, decks, patios, walks, etc. will require re-submission to the Declarant for approval.

The Declarant will review the Final Plans for conformance with approved design and promptly return two sets to the applicant. If stamped "approved" or "approved with

modifications", the applicant must submit those stamped sets to the applicable governmental agencies for a building permit, one of which will be again stamped and returned to applicant upon review. If stamped "approval with modifications-resubmit" or "disapproved", applicant must make necessary revisions and resubmit to Declarant.

After the final plans and specifications have been approved, and prior to the structure being complete, any changes due to the construction process or client preferences, which affect the building design and/or materials, shall be brought to the attention of the Declarant for approval. Any change of plans previously approved shall be re-submitted prior to constructing such change.

Section 4.8 Site Inspections.

Declarant shall have the right to enter upon and inspect any lot at any time before, during and upon the completion of work for which approval is necessary. Said approval shall be limited to the exterior improvements, to include without limitation, approval of the exterior façade and details of all structures and schedule landscape plantings. The Declarant shall conduct a final review of all homes after completion in order to ensure that the exterior of each home has been constructed and landscaped in accordance with the approved plans and specifications. The Declarant reserves the right to refuse the construction or occupancy of any home not in conformity with the guidelines described herein.

Builders and Lot owners are forewarned that any non-complying improvements shall be removed. The cost of the remedy or removal shall be borne by the builder and/or the Lot owner.

Section 4.9 Design Guidelines.

These guidelines are to protect the investment that Lot owners will be making to their properties, both the natural environment and the improvements thereto. They insure that all buyers and owners will follow the same high standards of building and site design.

Section 4.10 Minimum Size and Maximum Height.

Except for the "historic" home on Lot 1, the minimum home size, exclusive of garages, porches, decks, patios and basements (finished or unfinished) shall be 3500 square feet above grade in a ranch style home; 2800 square feet on the first floor and 1200 square feet on the second floor for a total of 4000 square feet overall above grade in a story-and-a-half style home; and 2500 square feet on the first floor and 2500 square feet on the second floor for a total of 5000 square feet overall above grade in a two-story style home -- which totals may not include a finished walk-out lower level. These standards may be varied by the Declarant, when in its determination, exceptional quality design presides over meeting exact square footage requirements.

The height of any dwelling unit shall not exceed 40 feet measured from the main entry floor to the highest roof ridge. Roof pitches shall be a minimum of 8 inches vertical to 12 inches horizontal unless special permission is granted by the Declarant.

Section 4.11 Architectural Character.

The overriding architectural objective is that homes reflect quality design. The desire is to encourage buildings that fit into the fabric of the surrounding community and become a part of the natural environment and provide a character that is appropriate for the Subdivision.

Architecture that is timeless, original and creative is strongly encouraged. No one style of architecture is more appropriate than another, however classic or traditional designs are strongly encouraged.

Section 4.12 Exterior Materials.

All sides of a home shall be of the same materials, although not necessarily in the same proportions, and in no case shall more than three exterior materials be used (excluding glass and roofing), unless specifically approved by the Declarant. All homes shall use traditional exterior materials such as brick, stone, wood, or stucco. Aluminum and vinyl siding are not permitted. Fireplace stacks/chimneys shall relate to the body of the home and must be of brick, stone, stucco or otherwise of the same material as the body of the home in order to avoid a "tacked-on" appearance. No exposed foundations are permitted. All roofing material shall be slate, wood shake, copper, tile, or dimensional asphalt shingles. All exterior windows and doors must be of wood construction primed or alum/vinyl clad.

Some lots have the potential for walk-out lower levels. The design of the home on these lots must pay particular attention to the lower level(s) and rear/side elevations, in order to blend these elevations in with the other floors and elevations. Exterior lower level walls shall have materials matching the main body of the home and the walls above.

Section 4.13 Exterior Color.

If gutters are to be painted, the color shall match the field in the area covered (i.e., trim color over trim area, field color over field area/side wall area). There is a limit of one field color, one trim color, and one accent color per home, unless otherwise approved by the Declarant. The Declarant may grant exceptions on the number of colors where the historic style of the home suggests more colors (e.g., in the case of a frame Victorian style home).

Section 4.14 Garages, Drives and Parking.

Garages should be located such that they do not face the street nor create visual problems for neighboring properties facing the front façade. In general, garages should be oriented so as not to be visible from the initial approach to the home. Sites with difficult topography may vary from these guidelines, but must be approved by the Declarant and discussed as early as possible, preferably prior to beginning the design process.

Section 4.15 Driveways.

Each home should have a "turn around" style driveway that is so located and designed to match the siting and style of the home. Sites with difficult topography may vary from these guidelines, but such a design must be approved by the Declarant.

Section 4.16 Walls and Fences.

Fences are limited to black aluminum, if desirable with brick or stone pillars, not exceeding six (6) feet in height, except for garden walls and fences considered as an extension of the architecture of the residence, which should serve to make a transition between the architecture of the home and the site. All garden walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, garden walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements.

All garden walls and fences must be approved by the Declarant prior to their installation and should be architecturally designed to complement the home. The Declarant will review requests for height increases on a case-by-case basis.

Retaining walls which attach to the residence should utilize the same materials used in the construction of the residence. All retaining walls built on the lot should be made from stone, brick, landscape ties or other approved materials. Final design and materials must be approved by the Declarant.

Section 4.17 Exterior Lighting.

All exterior lighting must be approved by the Declarant. Exterior lighting should be used to enhance the overall design of the home in an aesthetically pleasing manner. Lighting of recreation structures as previously described is not permitted other than underwater lighting of swimming pools and landscape lighting. Exterior lights, including landscape lighting, must not infringe upon adjacent neighbors. Therefore, glare shields must be required by Declarant to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and should be as close to grade as possible. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level.

Section 4.18 Sound Systems.

Permanent equipment used for amplifying or reproducing sound or for communicating to persons within a residence may be permanently located outside of a residence provided such systems do not constitute nuisances which are prohibited hereinabove.

Section 4.19 Meters and Equipment.

Mechanical equipment must be so located as to minimize offensive noises and appearance to adjoining properties and must not be visible from the street. Location of meters and equipment along with any appropriate landscaping and screening shall appear on the

appropriate drawings. Pool equipment locations must also be designated along with any appropriate enclosures, landscaping and screening, and must be approved by the Declarant.

Section 4.20 Solar Energy.

Solar collectors, if utilized, shall be approved in advance by the Declarant and must be aesthetically integrated into the design forms when exposed to view and must be hidden from view from the street. Solar collector panels should be carefully designed to relate to the architectural mass by which they are attached. Panels should be racked at the same pitch as the roof and detailed to be as unobtrusive as possible. The Declarant may reject any collector of any size, shape or color that is insensitively designed or located. All solar equipment must be screened from adjacent views in some fashion acceptable to the Declarant.

Section 4.21 Outbuildings and Storage.

No outbuildings or freestanding accessory structures are permitted unless approved by the Declarant.

No open storage of any kind is permitted. All storage must be contained within an enclosed structure with the exception of wood logs for fireplaces which must be properly cut and stacked. In no case shall more than two (2) cords of wood be stored on the property at any one time.

Section 4.22 Garbage, Compost or Refuse.

All garbage cans, compost piles, or other refuse areas shall be fully covered and enclosed. If not covered or enclosed, specific area must be approved by the Declarant and so located as to not be visible from any public street or neighboring property.

Section 4.23 Mailboxes.

The Declarant will establish a uniform mailbox design which shall be required throughout the subdivision. All mailboxes shall be installed at each respective owner's cost. No masonry brick or stone mailbox structures will be permitted. The Declarant will require the installation of a mailbox prior to its final site inspection. A vendor for the acquisition of the mailbox will be provided by the Declarant. The payment for the mailbox and its installation will be the responsibility of the property owner.

Section 4.24 Landscaping.

The natural landscape shall be preserved and maintained to the maximum extent possible. The specific landscape plan as submitted and approved by the Declarant at the final drawing stage shall be executed prior to occupancy of the residence. In lieu of completion prior to occupancy, a lot owner may place in escrow the amount of money sufficient to effect completion of all landscaping improvements. Such money will be forfeited to the Association for completing landscaping improvement, if the lot owner does not complete them by the next planting season following occupancy.

These restrictions may be amended or released only with the prior approval of the Louisville Metro Planning Commission.

Section 4.25 Soil and Erosion Control.

The builder shall maintain, at all times, vegetative cover on each side of the existing drainage swales, and shall establish vegetative cover on disturbed soils in accordance with the county's Soil Erosion Control ordinance. Sod or ground cover shall be used on all disturbed areas of swales or slopes greater than 2:1.

The builder shall use all reasonable and customary tree and ground erosion protection (i.e. via barricading) where drainage patterns fall toward swales, streams, etc. In any event, the building shall comply with all applicable provisions of ordinances and statutes of the county and state relative to the control and prevention of soil sedimentation and erosion.

Section 4.26 Construction Completion.

When the construction of any residence on any lot has begun, the work must proceed diligently and be completed within a reasonable time frame. Either the discontinuance of work or the absence of substantial progress shall be deemed to be a violation of the covenant. If either continues for a period of three (3) months, enforcement of this covenant may include the removal of any partial construction and measures to improve undesirable appearances, at the expense of the lot owner.

ARTICLE V: GENERAL PROVISIONS

Section 5.1 Enforcement.

Enforcement of these restrictions shall be by fine or proceeding at law or in equity, brought by any owner, by the Community Association, 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, the Community Association, or Declarant 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.

The Declarant and/or Community Association, as the case may be, may issue a fine of up to \$100 per day of violation (each day of a continuing violation being considered a separate violation) for any violation of these restrictions. In order to levy any fine under this provision,

the Declarant and/or the Community Association, as the case may be, must provide five (5) days written notice to the offending Lot owner. If the violation is not remedied or discontinued within the 5-day period following issuance of the notice, then fines may be levied from the issuance of the notice forward until the violation is remedied or discontinued. The Lot owner, shall pay fines so levied within 5 days of the issuance of notice of same. If not paid, upon demand, the Lot owner shall reimburse Declarant or the Board, as applicable, for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the Lot, and Declarant or the Board, as applicable, shall have a lien on such Lot to secure the payment thereof of equal priority to the lien for assessments provided for hereinbelow.

Section 5.2 Severability.

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

Section 5.3 Declaration Runs With the Land.

(a) **Initial Term.** Unless cancelled, altered or amended under the provisions of this Section 5.3, and absent an express provision to the contrary contained in this Declaration, the provisions of this Declaration shall run with the land and shall be binding on the Lots, the owners of each Lot and all parties claiming under them, for a period of forty (40) years from the date this Declaration is recorded.

(b) **Extensions and Amendments.** After such forty (40) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the Lot owners of the Lots subject to this Declaration has been recorded in the aforesaid Clerk's Office, agreeing to change this

Declaration in whole or in part and the term hereof. From the date of this Declaration and for so long hereafter as Declarant owns any Lot or any portion of the Property and still has legal authority to exercise control over the Subdivision, (i) this Declaration may hereafter be unilaterally amended by Declarant to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, and (ii) Declarant may otherwise unilaterally amend this Declaration as Declarant may elect in its sole discretion, provided, that any such amendment under this subpart (ii) shall not materially adversely affect the then existing private single-family residential nature of the developed Sections of the Subdivision and shall not be less restrictive than the then existing provisions of this Declaration. At such time as neither Declarant nor its designated successors or assigns owns any Lot or any portion of the Subdivision, or upon such earlier date as Declarant may elect in its sole discretion by written notice given to the Community Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Declarant certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the Lots subject to this Declaration.

Section 5.4 Amendments to By-Laws.

Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its By-Laws.

Section 5.5 Non-Liability of the Directors and Officers.

Declarant, the Declarant's representatives and the officers and directors of the Community Association shall not be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud.

The Community Association shall indemnify each of its directors and officers who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Community Association) by reason of the fact that he is or was a director or officer of the Community Association against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Community Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Except as provided hereinbelow, any such indemnification shall be made by the Community Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth above. Such determination shall be made first by the Declarant by a majority vote of a quorum of directors who were not, or are not, parties to such action, suit, or proceeding and if the Declarant fails to decide or if all the Declarant are parties to such action, suit or proceeding, then by the members.

Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Community Association in advance of the final disposition of such action, or proceeding if authorized by the Declarant and upon receipt of an undertaking by or on behalf of the director, officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Community Association.

To the extent that a director or officer of the Community Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in

defense of any claim issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without any further determination that he has met the applicable standard of conduct set forth above.

Section 5.6 Governing Body's Determination Binding.

In the event of any dispute or disagreement between any Lot owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or any Bylaws, Rules and Regulations promulgated hereunder, the determination thereof by Declarant and, at the applicable time in the future, by the governing body of the Community Association shall be final and binding on each and all such owners.

Section 5.7 Duration.

An owner of a Lot shall be bound by this Declaration only during the period that such owner is the fee owner of the Lot affected hereby, except as to obligations, liabilities or responsibilities that accrue during the ownership period.

Section 5.8 "AS IS" Sales.

All Lots within the Property are sold by Declarant in their "AS IS", "WHERE IS" condition. No warranty is made by Declarant of any kind, including, without limitation, any warranty regarding the market value of any Lot within the Subdivision or of any use of the Lot for any purpose. All Lots shall be offered and sold for future use in building a home and not as a business investment.

Section 5.9. Obligation to Commence Construction of a Residence by January 1, 2012.

If construction of a residence is not substantially commenced on or before January 1, 2012, and substantial work is not thereafter diligently made toward timely completion of said residence in accordance with plans approved by the Declarant in accordance with procedures

described hereinabove, then, in that event, the Declarant (but not the Community Association which otherwise succeeds to most other rights of the Declarant herein) shall have the right, at any time prior to said commencement, and at any time after said commencement and during any period of lack of diligent, timely construction, to re-purchase the lot (in the case of the former) at a price equal to that at which Declarant originally sold the lot to the initial purchaser and to repurchase the lot and the improvements (in the case of the later) at a price equal to that at which Declarant originally sold the lot to the initial purchaser plus the value of the improvements. This right shall run with the land and be binding upon all successor owners of any lot, except that Declarant's entitlement to exercise any re-purchase right hereunder shall lapse at the time that Declarant turns over his rights to the Community Association established herein, which rights shall not inure to the benefit of the Community Association.

WITNESS the signature of Declarant by its duly authorized representative as of Sept 19th, 2007.

DECLARANT:

GLENVIEW SPRINGS, LLC
a Kentucky limited liability company

By: [Signature]

Stephen T. Cox, Member

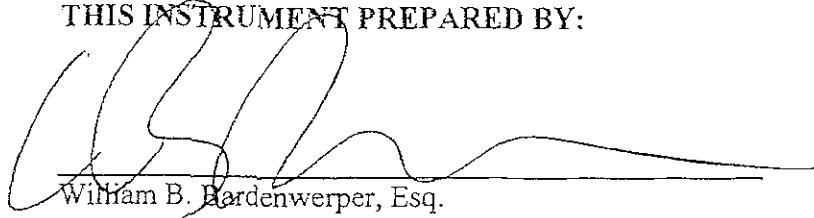
COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledge before me on Sept. 19, 2007, by Stephen T. Cox, as Member of Glenview Springs, LLC., a Kentucky limited liability company, on behalf of the company.

My commission expires: Oct 22, 2008

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:



William B. Bardenwerper, Esq.

BARDENWERPER, TALBOTT & ROBERTS, PLLC

8311 Shelbyville Road

Louisville, KY 40222

(502) 426-6688

CLIENT/Cox, Steve/Lime Kiln/Glenview Springs CCRs-Revised Final Draft
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Document No.: DN2007173000
Lodged By: GLENVIEW SPRINGS
Recorded On: 10/29/2007 11:27:56
Total Fees: 170.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: NICSCO

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FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GLENVIEW SPRINGS SUBDIVISION
JEFFERSON COUNTY, KENTUCKY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENVIEW SPRINGS SUBDIVISION ("Amendment") is made, imposed and declared as of this 25th day of February, 2011, by Glenview Springs Homeowners Association, Inc., 13125 Eastpointe Park Blvd., Louisville, Kentucky 40223 ("Homeowners Association").

WITNESSETH:

WHEREAS, Homeowners Association was assigned the rights and responsibility of the formerly listed Declarant by instrument styled Assignment of Declaration of Covenants, Conditions and Restrictions, Glenview Springs of record at Deed Book 9661, Page 428, in the Office of the Jefferson County Clerk; and

WHEREAS, a new Homeowners Association Board of Directors was elected pursuant to Minutes of the Meeting of the Board of Directors; and

WHEREAS, the current owner/developer of almost all lots in "GLENVIEW SPRINGS SUBDIVISION", as shown on plat of same of record in Plat and Subdivision Book 52, Pages 64 through 66, in the Office of the Clerk of Jefferson County, Kentucky (the "Subdivision"), is Heritage Properties, LLC ("Heritage") with an address of 2323 Ring Road, Elizabethtown, Kentucky 42701; and

WHEREAS, Heritage controls the Homeowners Association pursuant to Bylaws provision 5.2 by virtue of its ownership of most lots in the Subdivision pursuant to deed of record at Deed Book 9670, Page 785, in the office of the Jefferson County Clerk; and

WHEREAS, Homeowners Association desires to amend and delete certain language in the Declaration pursuant to Section 5.3 (b) thereof;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Homeowners Association hereby declares as follows:

1. Glenview Springs, LLC, shall be deleted as Declarant and replaced with Heritage Properties, LLC, the current record owner of all but lots 10, 15, 31, 33, 37, 49 and 62 of the Subdivision.

2. Section 1.1 shall be amended to read as follows:

All references in this Declaration to Declarant, unless otherwise restricted or limited by certain provisions hereof or by a subsequent Amendment hereto, shall also apply to and benefit Declarant's nominee and assignee for purposes of exercising Declarant's authority under the Declaration, as hereby amended, which nominee/assignee, is Limekiln Group, LLC, 13125 Eastpoint Park Blvd., Louisville, Kentucky 40223, its successors and assigns. The Declarant shall also include the Homeowners Association described elsewhere in this Declaration, to the extent that authority and responsibility have been delegated to it.

3. The name of the Homeowners Association shall be changed from Glenview Springs Community Association, Inc. to **Glenview Springs Homeowners Association, Inc.** throughout the Declaration of Covenants, Conditions and Restrictions, as well as the term Community Association being changed to **Homeowners Association**.

4. Section 2.8 (a) shall be amended to read as follows:

1) (a) **Initial.** The initial Annual Assessment shall be set at a rate of \$1000.00 per year, per Lot, beginning July 1, 2011, and shall be thereafter increased or reduced for each year as shall be determined by the Declarant. Furthermore, from and after January 1, 2012, the annual assessment levied by the Association may not be increased each year by more than 10% of the assessment for the previous year without an affirmative vote of two-thirds of the members of the Association.

5. Section 2.10 shall be amended to add the following paragraph:

Section 2.10 Uniform Rate of Assessment.

Notwithstanding the foregoing, Declarant/Homeowners Association shall be responsible for all costs of the improvement, maintenance, use and enjoyment of the Common Areas incurred over and above assessed amounts payable to the Homeowners Association by its members, provided that this responsibility shall cease when owners other than Declarant own or control more than 49.9% of Class A membership in the Homeowners Association. At such time as Declarant owns or control less than 50.1% of the Class A membership in the Homeowners Association, Declarant shall pay assessments to the Homeowners Association for each Lot that it

owns in the same manner and amount as every other Lot owner pays assessments.

6. Section 4.27 shall be added as follows:

4.27 Sidewalks.

Sidewalks must be completed in the earlier of 24 months of acquiring a lot or first occupancy of a residence constructed on said lot.

7. Section 5.9. Obligation to Commence Construction of a Residence by January 1, 2012, shall be eliminated from the Declaration.

WITNESS the signature of Declarant by its duly authorized representative as of the day, month, and year first above written.

HERITAGE PROPERTIES, LLC

By: [Signature]
 Name: C. J. HAWKINS
 Title: EVP

COMMONWEALTH OF KENTUCKY)
) SS:
 COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by C. J. Hawkins as EVP of HERITAGE PROPERTIES, LLC on behalf of the company, this 25 day of February, 2011.

My Commission expires: 2/16/13

[Signature]
 Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:



BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

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Document No.: DN2011826644
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Recorded On: 02/20/2011 12:14:11
Total Fees: 16.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCAW-JEFF CO KY
Deputy Clerk: CARHAR

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GLENVIEW SPRINGS SUBDIVISION
JEFFERSON COUNTY, KENTUCKY

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENVIEW SPRINGS SUBDIVISION ("Amendment") is made, imposed and declared as of this 11th day of October, 2012, by GLENVIEW SPRINGS HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit corporation, 13125 Eastpointe Park Blvd., Louisville, Kentucky 40223 ("Homeowners Association").

W I T N E S S E T H:

WHEREAS, Glenview Springs, LLC, as the original Declarant (the "Original Declarant"), adopted that certain Glenview Springs Subdivision Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 9128, Page 377, in the Office of the Clerk of Jefferson County, Kentucky (the "Original CCRs") as it relates to the Glenview Springs Subdivision (the "Subdivision");

WHEREAS, pursuant to that certain Assignment of Declaration of Covenants, Conditions and Restrictions for Glenview Springs, dated December 21, 2010, and recorded in Deed Book 9661, Page 428 in the Office of the Clerk of Jefferson County, Kentucky, the Original Declarant assigned its rights as Declarant (as defined in the Original CCRs) under the Original CCRs to the Homeowners Association;

WHEREAS, pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Glenview Springs Subdivision dated February 25, 2011, of record in Deed Book 9688, Page 884 in the Office of the Clerk of Jefferson County, Kentucky (the "First Amendment"), the Homeowners Association amended the Original CCRs to delete the Original Declarant, as the Declarant thereunder, and replaced with Heritage Properties, LLC ("Heritage");

WHEREAS, pursuant to Section 5.2 of the Bylaws, Heritage controls 100% of the votes in the Homeowners Association pursuant to its ownership of the Class B Membership in the Homeowners Association pursuant to the First Amendment, and Heritage further has majority control of the Homeowners Association as the owner of all lots other than lots 10, 15, 31, 33, 37, 49, and 62 of the Subdivision, constituting more than 75% of the lots in the Subdivision; and

WHEREAS, Heritage and the Homeowners Association desire to amend certain language in the Declaration pursuant to Section 5.3 (b) thereof, which the Homeowners Association has the

power to do as it was approved by Heritage as owner of 75% of the lots and which Heritage is otherwise empowered to do as the Declarant pursuant to the First Amendment.

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Homeowners Association hereby declares as follows:

1. Section 4.10 shall be deleted and replaced in its entirety with the following:

Section 4.10. Minimum Size and Maximum Height.

Except for the "historic" home on Lot 1, the minimum home size, exclusive of garages, porches, decks, patios and basements (finished or unfinished) shall be 3000 square feet above grade in a ranch style home; 2400 square feet on the first floor and 1000 square feet on the second floor for a total of 3400 square feet overall above grade in a story-and-a-half style home; and 2000 square feet on the first floor and 2000 square feet on the second floor for a total of 4000 square feet overall above grade in a two-story style home -- which totals may not include a finished walk-out lower level. These standards may be varied by the Declarant, when in its determination, exceptional quality design presides over meeting exact square footage requirements.

The height of any dwelling unit shall not exceed 40 feet measured from the main entry floor to the highest roof ridge. Roof pitches shall be a minimum of 8 inches vertical to 12 inches horizontal unless special permission is granted by the Declarant.

WITNESS the signature of Declarant by its duly authorized representative as of the day, month, and year first above written.

**GLENVIEW SPRINGS HOMEOWNERS
ASSOCIATION, INC.**

By: Matthew Neel
Matthew Neel, President

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Matthew Neel, as President of Glenview Springs Homeowners Association, Inc. on behalf of the company, this 11 day of October, 2012.

My Commission expires: 1-3-2010

Barnes J Barger
Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

BARDENWERPER, TALBOTT & ROBERTS, PLLC
1000 N. Hurstbourne Pkwy., 2nd Floor
Louisville, Kentucky 40223
(502) 426-6688

ASSIGNMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
GLENVIEW SPRINGS

This is an Assignment of Declaration of Covenants, Conditions and Restrictions dated December 21, 2010 by GLENVIEW SPRINGS, LLC, a Kentucky limited liability company, with an address of P.O. Box 436027, Louisville, Kentucky 40253 ("Declarant").

Recitals

A. Declarant is the owner of certain real property in Jefferson County, Kentucky, more particularly described on Exhibit A attached hereto as a part hereof (the "Property"). Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions dated September 19, 2007 with respect to the Property and which is of record in Deed Book 9128, Page 381 in the Jefferson County Clerk's Office (the "Declaration").

B. On July 10, 2007, Declarant created Glenview Springs Homeowners Association, Inc., a Kentucky non-profit corporation (the "Community Association") by filing Articles of Incorporation with the Kentucky Secretary of State and the Jefferson County Clerk's Office.

C. Section 2.1 of the Declaration requires that the Declarant relinquish its rights under the Declaration to such Community Association by January 1, 2010, as set forth in the Bylaws of the Community Association.

D. Declarant now desires to assign any and all of its rights under the Declaration to the Community Association as set forth herein.

Terms and Conditions

Declarant, for good and valuable consideration the receipt of which is hereby acknowledged, does hereby ASSIGN, SELL, TRANSFER, CONVEY, ENDORSE, SET OVER and DELIVER unto the Community Association, together with its successors and assigns, all rights, obligations, liens, security interests, assignments, powers and privileges evidenced by the Declaration. All rights of the Community Association as set forth in the Declaration shall hereinafter run to the benefit of, and be exercised by, the Community Association.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT A

Being Lots 2-9, 11-14, 16-30, 34-36, 38-48, 50-61, all inclusive, and 32 and 63, of Glenview Springs, Section 1, a Plat of which is of record in Plat and Subdivision Book 52, Page 65, in the Office of the County, Clerk of Jefferson County, Kentucky.

Excepting therefrom Lot 3 of record in Deed Book 9450, Page 900, Lots 2 and 38 of record in Deed Book 9528, Page 94, and Lots 25 and 41, of record in Deed Book 9551, Page 480, all in the Office aforesaid.

Being the same property conveyed to Glenview Springs, LLC, by Deed dated October 3, 2006, of record in Deed Book 8913, Page 478, in the Office aforesaid.

Document No.: DN2010177919
Lodged By: frost brown todd
Recorded On: 12/22/2010 09:14:52
Total Fees: 13.00
Transfer Tax: .80
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: SHESCH

END OF DOCUMENT

DOR
3

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GLENVIEW SPRINGS SUBDIVISION
JEFFERSON COUNTY, KENTUCKY

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENVIEW SPRINGS SUBDIVISION ("Amendment") is made, imposed and declared as of this 26 day of February, 2013 by Glenview Springs Homeowners Association, Inc., 13125 Eastpointe Park Blvd., Louisville, Kentucky 40223 ("Homeowners Association").

WITNESSETH:

WHEREAS, Glenview Springs, LLC, as the original Declarant ("Original Declarant"), adopted that certain Glenview Springs Subdivision Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 9128, Page 377, in the Office of the Clerk of Jefferson County, Kentucky ("Declaration") as it relates to the Glenview Springs Subdivision ("Subdivision");

WHEREAS, pursuant to that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Deed Book 9688, Page 884 in the Office of the Clerk of Jefferson County, Kentucky, the Original Declarant was replaced with Heritage Properties, LLC ("Heritage");

WHEREAS, the Homeowners Association amended further the Declaration in that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Glenview Springs Subdivision dated October 11, 2012, of record in Deed Book 9961, Page 687;

WHEREAS, Heritage controls the Homeowners Association pursuant to Bylaws provisions 5.2 and 5.3 by virtue of its Class B membership and its ownership of the most lots in the Subdivision pursuant to deed of record at Deed Book 9670, Page 785 in the office of the Jefferson County Clerk;

WHEREAS, pursuant to certain purchase and sale agreements, Heritage will cause in a simultaneous closing for SB Holdings LLC to become the owner of record of Lots 5, 6, 7, 8, 12, 13, 16, 17, 18, 19, 26, 27, 28, 29, 30, 32, 34, 36, 41, 42, 43, 44, 48, 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61, to be recorded at Deed Book 10029 Page 623, in the office of the Jefferson County Clerk; and

041098
3-1-13

WHEREAS, Homeowners Association desires to amend certain language in the Declaration pursuant to Section 5.3(b) thereof;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Homeowners Association hereby declares as follows:

1. Heritage Properties, LLC shall be deleted as Declarant and replaced with SB Holdings LLC.
2. Section 1.1 shall be deleted and hereby replaced to read as follows:

All references in this Declaration, unless otherwise restricted or limited by certain provisions hereof or by a subsequent Amendment hereto, shall also apply to and benefit Declarant's successors and assigns. The Declarant shall also include the Homeowners Association described elsewhere in this Declaration, to the extent that authority and responsibility have been delegated to it.

3. Section 2.10 shall be deleted and hereby replaced to read as follows:

Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, except Lots owned by Declarant or any of its affiliated persons or entities as determined by Declarant which shall be exempt from all such assessments until a home is constructed on any such Lot. The Declarant and/or Homeowners Association, as the case may be, may, at its respective discretion, waive any assessment in whole or in part for any year or part of a year for any Lot not occupied as a residence.

Notwithstanding the foregoing, Declarant/Homeowners Association shall be responsible for all costs of the improvement, maintenance, use and enjoyment of the Common Areas incurred over and above assessed amounts payable to the Homeowners

Association by its members, provided that this responsibility shall cease when owners other than Declarant own or control more than 79.9% of Class A membership in the Homeowners Association. At such time as Declarant owns or controls less than 20.1% of the Class A membership in the Homeowners Association, Declarant shall pay assessments to the Homeowners Association for each Lot that it owns in the same manner and amount as every other Lot owner pays assessments.

WITNESS the signature of Declarant by its duly authorized representative as of the day, month and year first written above.

HERITAGE PROPERTIES, LLC

GLENVIEW SPRINGS HOMEOWNERS ASSOCIATION, INC.

By: Matthew Neel
Name: Matthew Neel
Title: SVP

By: Christopher Buchanan
Name: Christopher Buchanan
Title: Vice President

STATE OF KENTUCKY }
COUNTY OF Hardin }

The foregoing instrument was signed, acknowledged and sworn to before me on February 26, 2013, by Matthew Neel in said person's capacity as Senior Vice President of Heritage Properties, a Kentucky limited liability company, and by Christopher Buchanan in said person's capacity as Vice President of Glenview Springs Homeowners Association Inc, a Kentucky non-profit corporation.

My Commission Expires: 1-3-2014

Bonney J. Berger
Notary Public, State at Large

PREPARED BY:
NIELSON & Sherry PSC
Richard M Nielson
RICHARD M NIELSON (KOA #85007)
9300 Shelbyville RD
SUITE 1000
LOUISVILLE KY 40222
502-371-1510

Document No.: DN2013041097
Lodged By: NIELSON & SHERRY
Recorded On: 03/01/2013 09:44:40
Total Fees: 13.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: JOLCAR

END OF DOCUMENT