

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LITTLE SPRING FARM SUBDIVISION- SECTION 1A  
PLAT AND SUBDIVISION BOOK 4B, PAGE 81  
JEFFERSON COUNTY, KENTUCKY

BROWN, NOLTEMEYER & MATTINGLY, LLC  
LITTLE SPRING FARM SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Little Spring Farm Subdivision, Phase I, is made on this 13<sup>th</sup> day of March, 2003, by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, 2424 Eagles Eyrie Court, Louisville, Kentucky 40206 hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, to be developed as a residential subdivision.

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument 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 real property. The easements, restrictions, covenants, and conditions shall run with the real property and shall be binding on all parties having any right, title, or interest in it, their heirs, successors, and assigns, and shall inure to the benefit of each owner.

ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1:

The 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 32, 44 thru 51, 54 thru 76, 85 & 86, as shown on the plat of Little Spring Farm Subdivision, Section 1A of record in Plat and Subdivision Book 4B, Page 81, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

RECEIVED

MAR 14 2003

LOUISVILLE & JEFFERSON COUNTY  
PLANNING COMMISSION

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Springs Farms of Louisville, a Kentucky General Partnership, of record in Deed Book 7746, Page 909 and by Deed from Larry and Carolyn Helm, of record in Deed Book 6893, Page 122, in The Office of the Clerk of the County Court of Jefferson County, Kentucky.

SECTION 2:

Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

A. Additions in Accordance with a General Plan of Development:

The Developer intends a restriction of a total of 509 lots which is part of a larger community to be developed in accordance with current plans and known as Little Spring Farm. Additional land acquired by Developer may be (but is not required to be) may be included by Developer as other sections of Little Spring Farm within twenty (20) years from March 15, 2003, and may include certain common properties. Developer reserves the right to create cross easements and to restrict all the properties according to the terms of this Declaration. The common areas initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common areas allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common areas of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

The additional land, zoned R-5A, which may be included is the balance of the land described in the above referenced Deed Book 5775, page 997 which will be a subsequent phase of Little Spring Farm and may be added to the property subject to this Declaration if desired by the Developer. Any other additions such as the Durbin, Vittitow, or the Walker property may also become subject to these restrictions if desired by the Developer.

All additions shall be made by a filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplemental Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

- B. Other Additions—Additional residential property and common areas which are not presently a part of the general plan of development may be annexed to Little Spring Farm by Developer at its sole discretion.

## ARTICLE II USE RESTRICTIONS

### SECTION 1:

Primary Use Restrictions. No lot shall be used except for private single-family residential purposes, except for the R-5A section or property additions, which may be added at a later time. No structure shall be erected, placed or altered or permitted to remain on any lot except for one single-family dwelling designed for the occupancy of one family. Said single-family dwellings are designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two and one-half stories in height, having a single kitchen, and containing a garage for the sole use of the owner and occupants of the lot.

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 Little Spring Farm 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 (a) boarding houses, (b) lodging house, (c) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirmed, (i) 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 persons in the custody of the criminal justice system and/or persons engaged in the care, custody, nurturance, or supervision of such persons, (j) any Exceptional Residential Use (as presently defined in the Regulations of the Louisville and Jefferson County Planning Commission), and (k) any "group home" or other similar use as determined by Developer and/or the Board.

### SECTION 2:

Nuisances. No noxious or offensive trade or activity shall be conducted on any lot nor shall anything be done which may be or become any annoyance or nuisance to the neighborhood.

## SECTION 3:

Use of Other Structures and Vehicles.

- A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer which shall be removed when construction or development is completed; it being provided, however, that nothing herein contained shall prevent any lot owner from constructing, erecting, or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym, or the like) on any lot provided that the plans for such shall have been approved in writing by Developer under Article III prior to the construction of any such recreational structure.
- B. No out building, trailer, basement, tent, shack, garage, barn, or other structure other than the main residence erected on the lot shall at any time be used as a residence, temporarily or permanently.
- C. No trailer, truck, motorcycle, commercial vehicle of any type, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No inoperable automobile shall be parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) consecutive hours in any one calendar month.
- D. No automobile shall be continually or habitually parked on any street or public right-of-way in the subdivision.
- E. All garage doors shall remain closed at all times except when required to be open for the entrance or exit of a vehicle housed therein.

## SECTION 4:

Animals. No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept; provided, however, that they are not bred or maintained for any commercial breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet or shall be restrained by a leash.

## SECTION 5:

Clotheslines, Tennis Courts, Swimming Pools, Antennae and Receivers/  
Transmitters, Yard Ornaments.

- A. No outside clotheslines shall be erected or placed on any lot.
- B. No wall, hedge, or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom Developer may assign the right. Fence material is to be of wood, masonry, brick, or wrought iron and shall be landscaped. Fencing for children, small pets, or for swimming pool enclosures may be considered if approved by the Developer. Chain link fences will not be approved except as provided in Section 5 (C) hereinbelow. Privacy screens for patios shall not be considered fences as defined in this subparagraph; however, no patio privacy screen shall be placed or erected on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom Developer may assign the right.
- C. No tennis court and fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl acceptable to Developer and the plans for such tennis court and fence have been approved by Developer in writing pursuant to Article III hereof.
- D. No in ground swimming pools shall be erected or placed on any lot unless approved in writing by Developer or by any person or association to whom Developer may assign the right. No aboveground swimming pool shall be Erected or placed on any lot at any time.
- E. No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called satellite dishes) shall be erected or placed on any lot unless (i) the lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters [small digital satellite dishes of eighteen (18) inches or less shall probably satisfy this subsection ( i )]; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain, or by fences or other structures; and (iii) its design and placement are approved by Developer or by any person or association to whom it may assign the right, all as provided under Article III. By granting permission to a lot owner to erect receivers or transmitters, Developer shall not be deemed to have waived this restriction as it may apply to other lots in Little Spring Farm.

- F. No ornamental yard objects, statuary, or sculpture, etc., shall be placed on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom Developer may assign the right, all as provided under Article III.
- G. Developer reserves the right to place a fence on the perimeter of the subdivision or to replace existing fences in the future. Fences so placed will be the responsibility of the Community Association for maintenance and repairs.
- H. No basketball goals or other goals, nets, skateboard ramps, large swing sets, or any other sports equipment of any nature whatsoever shall be placed on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom Developer may assign the right.

#### SECTION 6:

Business, Home Occupations. No trade, or business of any kind (including but not limited to the practice of medicine, dentistry, chiropractic, chiropody, osteopathy, massage, and other like endeavors) shall be conducted on any lot other than personal and private business which does not increase traffic to the property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

#### SECTION 7:

Signs. No sign or advertising for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign by the builder and one sign by the real estate agent or lot owner advertising the sale or rent thereof, which shall not be greater in area than nine square feet each; provided, however, Developer shall have the right to ( i ) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot numbers, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

## SECTION 8:

Drainage, Erosion, Sediment Control.

- A. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision, as approved by the Jefferson County Planning Commission. No storm water drains, roof downspouts, or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.
- B. It shall be the further responsibility of each lot owner to prevent mud, dirt, silt, gravel, or other debris from washing, draining, or being otherwise deposited upon any street in Little Spring Farm. This requirement is in keeping with the Federal Clean Water Act which has been adopted by the Commonwealth of Kentucky.
- C. Developer shall provide each lot owner a detailed drainage plan for each lot, and lot owner shall conform any construction on any lot to such drainage plan. It shall be the responsibility of each lot owner to ensure that the grading of his lot shall comply with the drainage plan. If drainage is blocked or altered, then lot owner shall correct the problem at his expense or Developer, or its individual or association assignee, may correct the problem and lot owner shall be responsible for any costs or expenses to correct the problem. These costs will become a lien on the lot in favor of the Association.

## SECTION 9:

Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No trash or garbage or other waste shall be kept except in sanitary containers. If trash is placed on the lot, the lot owner must remove it within fifteen (15) days. The sanitary disposal company responsible for the collection of trash and garbage for Little Spring Farm shall be selected by Developer and no other company shall be used without the express written approval of Developer or any person or association to whom Developer may assign the right.

## SECTION 10:

- A. Underground Utility Service. Each lot owner's electric, gas, sewer, cable television, and telephone utility service lines shall be underground throughout the length of the service line from Louisville Gas & Electric's (hereinafter "LG&E"), Metropolitan Sewer District's (hereinafter "MSD"), Insight Cable's (hereinafter "Insight Cable"), and Bell South's (hereinafter "Bell South") respective points of delivery to the customer's building. Title to the

service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the lot owner upon whose lot the service line is located.

Appropriate easements as shall be acceptable to Developer are hereby dedicated and reserved to LG&E, MSD, Insight Cable, and Bell South together with the right of ingress and egress over abutting lots or properties to install, operate, and maintain electric, gas, sewer, cable television, and telephone service lines from each lot to LG&E's, Insight Cable's, and Bell South's respective termination points. Electric, gas, sewer, cable television, and telephone service lines, as installed, shall determine the exact location of said easements. The electric, gas, sewer, cable television, and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E, MSD, Insight Cable, and Bell South.

- B. Easements for 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 by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric or other easement.

In consideration of bringing service to the property shown on the plat, LG&E and Bell South are granted the right to make further extensions of their lines from all overhead and underground distribution lines.

- C. The electric, gas, sewer, cable television, and telephone easements dedicated and reserved in the plat for Little Spring Farm Subdivision, shall include easements for the installation, operation, and maintenance of cable television service to the lots, common areas, clubhouse, and recreational facilities, including the 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.
- D. A scenic easement may be given to Jefferson County or Future Fund by the Developer on part of the land described in Article I, Section I of this Declaration in accordance with the final District Development Plan of record with the Louisville Planning Commission, if requested by the County.



## SECTION 11:

Duty to Maintain Lot.

- A. From and after the date of purchase of a lot until construction of a single-family residence is begun, Developer shall have the exclusive right to perform all maintenance on the lot, including but not limited to mowing. Each owner may be assessed an annual fee payable in January at the rate of \$15.00 per month for the first year following the date the lot owner acquires title to a lot; thereafter, Developer may assess the lot owner at an amount Developer determines necessary to maintain the lot.
- B. From and after the date construction of a single-family residence on a lot is begun, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or its individual or association assignee, may take such action as it deems appropriate, including maintenance and repair, in order to make the lot neat and attractive. The owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer, or its individual or association assignee, shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any then existing first mortgage thereon.

## SECTION 12:

Obligation to construct or Reconvey. If within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon the lot owner has not begun in good faith the construction of a single-family dwelling approved according to Article III hereof upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the Deed of said lot or lots hereunder, in which event the lot owners shall immediately reconvey and deliver possession of said lot or lots to Developer by Deed of General Warranty. The obligations, duties, and requirements of this Section 12 shall run to and benefit Developer only, may be waived or extended by Developer, and shall not pass to or extend to the Residents Association.

## SECTION 13:

Duty to Repair and Rebuild.

- A. Lot owners shall, at their sole cost and expense, repair their residence, keeping it in condition comparable to that at the time of its initial construction, excepting normal wear and tear.
- B. If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

## SECTION 14:

Rules for Common Areas. The Community Association is authorized to adopt rules for the use of the common areas and such rules shall be forwarded in writing to all lot owners.

## SECTION 15:

The Developer has agreed to provide certain open space buffers in and around the Little Spring Farm Subdivision. Tree pruning and the removal of trees, which may constitute a threat to public health, is permissible. Notice is required to abutting property owners prior to such pruning or removal. Use of the various open spaces for walking, and recreation is permissible. No camping is allowed in these areas without written approval from the Developer.

### ARTICLE III ARCHITECTURAL CONTROL

## SECTION 1:

Approval of Construction and Landscape Plans.

- A. No structure may be erected, placed, or altered on any lot until the construction plans and building specifications and plan showing ( i ) the location of improvements on the lot, (ii) views of the house (front, rear, and side elevations), (iii) the relationship of the finished grade of the front or side yard to the top of the curb, (iv) the type of exterior material (including delivery to Developer of a sample thereof, if requested), (v) the color of paint or stain to be applied to any exterior surfaces (including delivery to Developer of a sample thereof, if requested), and (vi) the location and size of the driveway (which shall be exposed aggregate concrete and/or

brick or stone) shall have been approved in writing by Developer.

- B. References to "Developer" shall include any entity, person, or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, privacy screen, antennae (except for standard small television antennae), and microwave and other receivers and transmitters (including those currently called "satellite dishes").

## SECTION 2:

### Building Materials, Roof, Builder, Paint Colors, Foundation, Fences.

- A. The exterior building material of all structures shall be either brick, stone, brick veneer, or stone veneer, or a combination of the same, and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl, or the like) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials at its sole discretion.
- B. The roof pitch of any residential structure shall not be less than a plane of seven (7) inches vertical for every plan of twelve (12) inches horizontal.
- C. Prior to the commencement of construction on any lot, the builder/general contractor constructing such structure shall be approved in writing by Developer. Developer makes this requirement to maintain high quality of construction within Little Spring Farm.
- D. The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Developer or its successor (including the Community Association, if assignee).

## SECTION 3:

Minimum Floor Areas, Elevations. The following shall be the minimum floor area for homes, except for those in the R-5A zoning area, to be constructed after this instrument is recorded:

- A. The ground floor of a one story house shall be:
- a. a minimum of one thousand four hundred (1,400) square feet, exclusive of the garage for R-5 lots,
  - b. a minimum of one thousand eight hundred (1,800) square feet, exclusive of the garage for R-4 lots.
- B. The ground floor of a one and one-half story house shall be:

- a. a minimum of one thousand (1,000) square feet with a total minimum area of one thousand six hundred (1,600) square feet, exclusive of garage for R-5 lots, and
  - b. a minimum of one thousand five hundred (1,500) square feet with a minimum area of two thousand two hundred (2,200) square feet, exclusive of garage for R-4 lots.
- C. The ground floor of a two-story house shall be a minimum of:
- a. one thousand (1,000) square feet with a total minimum area of two thousand (2,000) square feet, exclusive of garage for R-5 lots, and
  - b. one thousand two hundred (1,200) square feet with a total minimum area of two thousand four hundred (2,400) square feet, exclusive of garage for R-4 lots.
- D. The total floor area of all other types of house designs shall be:
- a. a minimum of one thousand four hundred (1,400) square feet, exclusive of the garage for R-5 lots,
  - b. a minimum of one thousand eight hundred (1,800) square feet, exclusive of garage for R-4 lots.
- E. Finished basement areas, garages, and open porches are not included in computing floor areas.

#### SECTION 4:

Setbacks. Sills, belt courses, bay windows, cornices, eaves, porte-cocheres, or canopies may project a distance not to exceed 18 inches into the required yard. An open, unenclosed porch or paved terrace may project into a required front yard for a distance not to exceed 10 feet.

#### SECTION 5:

Garages, Carports. All lots shall have at least a two car attached garage. Front entries to garages shall be permitted, subject to approval, in writing, by Developer or by any person or association to whom Developer may assign the right. No detached garages or carports are allowed. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

#### SECTION 6:

Landscaping, Sidewalks, Driveways, Trees.

- A. Within sixty (60) days of the final completion of construction of a residence,

the lot owner shall grade, sod, and landscape that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. Developer, in its sole discretion, may extend or postpone this sixty (60) day period to allow for weather conditions.

- B. Each lot owner shall provide an exposed aggregate concrete and/or brick or stone driveway within three (3) months after completion of a single-family dwelling. No asphalt driveway will be permitted on any lot.
- C. On all lots, which require a sidewalk, each lot owner shall cause a sidewalk to be constructed on such lot the earlier of ( i ) within one (1) year from the date of construction of a residence or (ii) when 80 percent of the lots in this Phase have begun whether or not the lot owner has begun construction on that particular lot.
- D. Upon final completion of construction of a residence, the lot owner shall cause to be planted two (2) trees (at least two inches in diameter) in the front yard of the lot and, where the lot is a corner lot, two (2) of such trees in the street side yard. These trees shall be in addition to any trees planted in the right-of-way by Developer or other performing party. All trees located in common WPA's (Woodland Protection Areas) as indicated on the recorded subdivision plat shall be preserved. Routine maintenance may be undertaken to remove dead, fallen or decaying trees, as directed by the Community Association.
- E. Upon a lot owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to comply therewith and the lot owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien for such expenses and statutory interest on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

#### SECTION 7:

Mail and Paper Boxes. A uniform black mailbox and paper holder of a type and style selected and approved by the Developer, will be placed by and at the lot owner's expense.

### ARTICLE IV COMMUNITY ASSOCIATION

## SECTION 1:

Community Association. The Little Spring Farm Community Association, Inc. (hereinafter "Community Association") has been created to maintain common areas (which includes open spaces and certain other community facilities) and to provide other functions set forth herein. Every owner of a lot in this phase of Little Spring Farm Subdivision (and such other sections which Developer shall by future Deed restrictions so provide) shall be a member of the Community Association and subject to the membership obligations established in this instrument, including the Community Association rules adopted under Article II, Section 14.

## SECTION 2:

Lot Owners' Easements of Enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every lot. "Common area(s)" means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of Little Spring Farm made subject to the Community Association together with all other improvements owned or to be owned by the Community Association. Developer releases and quitclaims to the Community Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

- A. The right of the Community Association to borrow money for the purpose of improving the common areas or for constructing, repairing, or improving any facilities located or to be located thereon and to give security for the payment of any such loan a mortgage conveying all or a part of the common areas;
- B. The right of the Community Association to suspend the voting rights and the right to use common areas for any period during which any assessment against a lot remains unpaid and for a period of time for any infraction of its published rules and regulations;
- C. The right of the Community Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Community Association and such agency, authority, or utility. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 14 and so long as additions are permitted under Article I, Section 2.

## SECTION 3:

Community Association's Right of Entry. The authorized representative of the Community Association or the Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacement within the common areas, or any equipment, facilities, or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority.

## SECTION 4:

Annual Maintenance Assessments. Each owner of a building site shall pay to the Community Association annual maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as provided herein and in the Community Association's Bylaws. The monthly and special assessments, together with such interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

## SECTION 5:

Purpose of Assessments.

- A. The assessments levied by the Community Association shall be used exclusively to promote the health, safety, and welfare of the residents and in particular for the acquisition, improvement, and maintenance of properties and services devoted to this purpose or for the use and enjoyment of the common areas, including but not limited to the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Community Association when necessary and such other needs as may arise. The Community Association shall maintain, operate, and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, gatehouse, entrance ways, streets, crosswalks, medians, berms, storm drains, basins, lakes, and other improvements.
- B. In addition to the above obligations, the Community Association shall be responsible for the maintenance of landscaping the common areas which shall include shrubs, trees, flowers, and ground cover which shall be regularly maintained by the cutting of grass, trimming and, where necessary, replacement of shrubs and trees.

- C. Until Class B membership ceases and is converted to Class A membership pursuant to Section 13, Developer or its nominee shall administer the assessments and receipts therefrom which may only be used for purposes generally benefiting the Little Spring Farm community as permitted in this Declaration.

Maintenance of Water Quality Basins.

- A. The location of water quality basins subject to these maintenance requirements shall be delineated on a construction plans maintained in the records of the Community Association.
- B. Inspections shall be done twice a year by a registered landscape architect in the state of Kentucky. Specific note of plant species distribution/survival, sediment accumulation, water elevations, and conditions of the outlet shall be made. Thereafter, annual inspections will be required. Records of inspection reports shall be maintained by the Developer and/or Community Association.
- C. Accumulated sediments in water quality basins shall be cleaned out every 3 to 5 years, or as necessary, as determined by the annual inspections.
- D. Access and embankment areas shall be mowed twice a year, or as deemed necessary by the annual inspections, to prevent woody growth.

Proposed Woodland Protection Areas.

- A. The Woodland Protection Areas designated on approved subdivision plans shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas except 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.
- B. 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 the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.
- C. These restrictions may be amended or released only with the prior approval of the Louisville and Jefferson County Planning Commission.



## SECTION 6:

Maximum Annual Assessment. Until July 1, 2004 the maximum annual assessment shall be set at a rate not to exceed \$150.00 per year per lot. Thereafter, the maximum annual assessment may be increased each year not more than 20 percent above the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the By-laws.

## SECTION 7:

Special Assessments. In addition to the annual assessments authorized hereinabove, the Community Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Community Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall set forth the purpose of the meeting.

## SECTION 8:

Assessment Payment. The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least thirty (30) days in advance of such due date. At that time, the Board of Directors shall prepare a roster of the lot owners and assessments applicable thereto and which it, upon demand, shall furnish to any owner a certificate in writing signed by an officer of the Community Association setting forth whether said lot owner's particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The roster of lot owners shall also be furnished to the Community Association.

## SECTION 9:

Lien for Unpaid Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. An office of the Community Association shall have the power to file or record a notice of lien, or lis pendens, in the Office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

## SECTION 10:

Collection, Litigation, Foreclosure. If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of

delinquency at the statutory rate of interest applicable to judgments and the Community Association may bring legal action against the owner personally obligated to pay the same or foreclose the lien against the property in the manner provided by law; and, in the event a judgment is obtained, such judgment shall include interest on the assessment as provided to be fixed by the Court together with the cost of the action.

SECTION 11:

Lien Subordinate to Prior Mortgage, Subsequent Purchasers.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a judicial enforcement of the mortgage or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

SECTION 12:

Membership. Developer and every owner of a lot, which is subject to an assessment, shall be a member of the Community/Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation which are recorded in Corporation Book 604, Page 124, in the office of the Clerk of Jefferson County, Kentucky, rules and regulations, and shall pay the assessments provided for in this Declaration when due and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

SECTION 13:

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

- A. Class A - Class A membership shall be all lot owners with the exception of the Developer.
- B. Class B - The class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in Subparagraph C hereinbelow, whichever occurs earlier.

- C. Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be permitted to exercise any vote until the earlier of:
- (i) When, at its discretion, Developer so determines; or
  - (ii) July 1, 2017

**ARTICLE V  
OPEN SPACE AND SIGNATURE WALLS;  
QUITCLAIM TO COMMUNITY ASSOCIATION**

Developer hereby quitclaims the "common areas", including the open space and all related improvements, landscaping, etc., to the Community Association. The Community Association will maintain the open space, all related improvements, and signature walls which are an integral part of the subdivision community and development and it being specifically provided that, notwithstanding any article, paragraph, sentence, clause, or other provision which may be contained in this Declaration, in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified, or canceled, then in such event the lot owners shall continue to be obligated to maintain the common areas and signature walls of Little Spring Farm unless and until the said common areas and signature walls shall have been transferred to or accepted by a governmental agency for upkeep and maintenance.

1. Common areas, open space, private roads, islands in the right-of-way, and signature entrances, shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.
2. Anything to the contrary herein notwithstanding, the Homeowners Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

**ARTICLE VI  
GENERAL PROVISIONS**

SECTION 1:

Enforcement. Enforcement of these restrictions shall be by proceedings at law or in equity brought by the lot owner or by Developer against any party violating or

attempting to violate any covenant or restriction either to restrain violation or to direct restoration and/or to recover damages. If any lot owner, Community Association, or Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or to exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including Court costs and attorney fees incurred by the party enforcing these restrictions. The party enforcing these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided for or referenced in Articles II, III and IV of this Declaration. Failure of any lot owner or developer 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 and the exercise of any remedy provided for herein or, at law or inequity, shall not preclude the exercise of any other remedy available at law or in equity.

#### SECTION 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 3:

Restrictions Run with Land. Unless canceled, altered, or amended under the provisions of this paragraph, 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. If Developer, its designated successors or assigns, as applicable, then owns any lot, this Declaration may not be so changed in whole or in part without the prior written consent of Developer in its sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot (i) this Declaration may hereafter be unilaterally amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment, or ordinance, and (ii) Developer may otherwise unilaterally amend this Declaration as Developer may elect, in its sole discretion, provided that such amendment under this subpart (iii) shall not materially adversely affect the then existing private single-family residential nature of the developed residential phases of Little Spring Farm. At such time as neither Developer, its designated successors or assigns, as applicable, owns any lot at Phase I or upon such earlier date as Developer may elect in its sole discretion by written notice given to the Board of Directors of the Community Association, this Declaration may thereafter be canceled, altered, or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board of Directors of the Community Association certifies that such cancellation, alteration, or amendment was executed by the owners of seventy-five percent (75%) of the lot owners to this Declaration. The owners of lots entitled to participate shall be those owners on a date designated by the Board of Directors of the

Community Association and upon the affirmative approval of 75% of the lot owners as of that date duly certified to by the President and Secretary of the Community Association certifying such affirmative approval by 75% of the property owners and the filing of the appropriate amendments, modifications or terminations of these restrictions in the office of the Clerk of Jefferson County, Kentucky effective as of the date indicated. Such amendments, modifications or terminations shall not be effective as of the date reflected therein which date shall not be earlier than the date selected by the Board of Directors of the Community Association as the effective date for owners of lots in the subdivision to be entitled to vote on any amendments, modifications or terminations of these restrictions.

SECTION 4:

Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

SECTION 5:

Non-liability of the Directors and Officers. Neither Developer nor the directors or officers of the Community Association shall be personally liable to the lot owners for any mistake or judgment or for any 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 lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors, and assigns in accordance with the Bylaws.

SECTION 6:

Board'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 of the Bylaws, the termination thereof by the Board shall be final and binding on each and all such lot owners.

WITNESS the signature of Developer by its duly authorized officer of this 24 day of Feb., 2003.

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC  
Its: Member

BY: S. Lee Mattingly  
S. Lee Mattingly, Manager of Trinity  
Capital, LLC

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by S. Lee Mattingly, Mgr. of Trinity Capital, LLC Member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said limited liability company, on this 24 day of Feb., 2003.

Susan L. Stevens  
Notary Public  
Kentucky, State at Large

My Commission Expires: 3/26/2005

THIS INSTRUMENT PREPARED BY:

Robert L. Ackerson

Robert L. Ackerson  
Ackerson, Mosley & Yann  
One Riverfront Plaza  
Suite 1200  
Louisville, KY 40202  
Telephone: (502) 589-4130  
Facsimile: (502) 589-4168

**Recorded In Plat Book**

No. 48 Page 81  
Part No. \_\_\_\_\_

Document No.: DN2003058240  
Lodged By: BROWN & NOLTEMEYER  
Recorded On: 03/18/2003 01:20:20  
Total Fees: 50.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: YOLLOE2

END OF DOCUMENT

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LITTLE SPRING FARM - SECTION 1B  
PLAT AND SUBDIVISION BOOK 49, PAGE 3  
JEFFERSON COUNTY, KENTUCKY

BROWN, NOLTEMEYER & MATTINGLY, LLC  
LITTLE SPRING FARM SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Supplemental Declaration") for Little Spring Farm Subdivision, Phase I, is made on this 31<sup>st</sup> day of July, 2003, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as "Developer"), a Kentucky limited liability company, 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky to be developed as a residential subdivision;

WHEREAS, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the "Original Declaration"), the Developer declared certain property to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

WHEREAS, Article I, Section 2 of the Original Declaration permits Developer to subject additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration; and

WHEREAS, Developer desires to subject additional real property in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration.

NOW, THEREFORE, Developer hereby declares that all of the property described in this Supplement Declaration of Covenants, Conditions and Restrictions shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Original Declaration for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

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

BEING lots 77 through 84, 87 through 154, 156 and 157 as shown on the plat of Little Spring Farm Subdivision, Section 1B, of record in Plat and Subdivision Book 49, Page 3, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

ARTICLE II  
INCORPORATION OF ORIGINAL DECLARATION

All of the terms, covenants, conditions, easements and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky, are incorporated herein as fully as if restated and set forth herein in their entirety. Such easements, restrictions, covenants and conditions shall run with the real property described herein and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

IN TESTIMONY WHEREOF, witness the signature of Developer by its duly authorized officer on this 31<sup>st</sup> day of July, 2003.

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC, a Kentucky limited liability company

Its: Member

By: S. Lee Mattingly  
S. Lee Mattingly, Manager of  
Trinity Capital, LLC



COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing instrument was sworn to, subscribed and acknowledged before me by S. Lee Mattingly, Manager of Trinity Capital, LLC, a member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said entities this 31<sup>st</sup> day of July, 2003.

Susan Higdon  
NOTARY PUBLIC  
State at Large, Kentucky

My commission expires: 3/25/2004

THIS INSTRUMENT PREPARED BY:

Daniel M. Walter

Daniel M. Walter  
Ackerson & Yann, P.S.C.  
One Riverfront Plaza  
Suite 1200  
Louisville, Kentucky 40202  
Telephone: (502) 589-4130  
Facsimile: (502) 589-4168

**Recorded in Plat Book**

No. 49 Page 3  
Part No. \_\_\_\_\_

Document No.: DM2003174714  
Lodged By: little spring farm  
Recorded On: 08/07/2003 02:33:25  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: CARHAR

**END OF DOCUMENT**

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LITTLE SPRING FARM – SECTION 1C  
PLAT AND SUBDIVISION BOOK 49, PAGE 44  
JEFFERSON COUNTY, KENTUCKY**

**BROWN, NOLTEMEYER & MATTINGLY, LLC  
LITTLE SPRING FARM SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the “Supplemental Declaration”) for Little Spring Farm Subdivision, Phase I, is made on this 16 day of DECEMBER, 2003, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as “Developer”), a Kentucky limited liability company, 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

**WHEREAS**, Developer is the owner of certain real property in Jefferson County, Kentucky to be developed as a residential subdivision;

**WHEREAS**, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the “Original Declaration”), the Developer declared certain property to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

**WHEREAS**, Article I, Section 2 of the Original Declaration permits Developer to subject additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration;

**WHEREAS**, pursuant to a Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8206, Page 218 in the office aforesaid, the Developer declared certain additional property to be subject to the Original Declaration; and

**WHEREAS**, Developer desires to subject additional real property in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration.

**NOW, THEREFORE**, Developer hereby declares that all of the property described in this Supplement Declaration of Covenants, Conditions and Restrictions shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Original Declaration for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or

interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

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

BEING lots 33 through 43, 52, 53, 155, and 197 through 204 as shown on the plat of Little Spring Farm Subdivision, Section 1C, of record in Plat and Subdivision Book ~~49~~, Page ~~44~~, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

**ARTICLE II**  
**INCORPORATION OF ORIGINAL DECLARATION**

All of the terms, covenants, conditions, easements and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky, are incorporated herein as fully as if restated and set forth herein in their entirety. Such easements, restrictions, covenants and conditions shall run with the real property described herein and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE III**  
**PARKING RESTRICTIONS**

No automobile, trailer, truck, motorcycle, boat, camper or other vehicle shall be parked on Periwinkle Court. Notwithstanding the provisions of Article II, Section 7 of the Original Declaration, the Developer shall post "No Parking" signs on Periwinkle Court and the Community Association shall repair and replace such signs as necessary.



**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "First Amendment") for Little Spring Farm Subdivision is made on this 2<sup>nd</sup> day of March, 2004, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as "Developer"), a Kentucky limited liability company having a mailing address of 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

**WHEREAS**, Developer is the owner of certain real property in Jefferson County, Kentucky being developed as a residential subdivision;

**WHEREAS**, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the "Original Declaration"), the Developer declared certain property described in Exhibit A to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

**WHEREAS**, Article I, Section 2 of the Original Declaration permits Developer to subject additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration;

**WHEREAS**, Developer subjected additional real property described in Exhibits B and C in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration by Supplemental Declaration of Covenants, Conditions and Restrictions dated July 31, 2003, recorded in Deed Book 8206, Page 218 in the office aforesaid (the "First Supplemental Declaration"), and Supplemental Declaration of Covenants, Conditions and Restrictions dated December 16, 2003 and recorded in Deed Book 8321, Page 539 in the office aforesaid (the "Second Supplemental Declaration");

**WHEREAS**, Article VI, Section 3 of the Original Declaration provides that so long as Developer owns any lot it may unilaterally amend the Original Declaration as Developer may elect, in its sole discretion, so long as such amendment does not materially adversely affect the then-existing private single-family residential nature of the developed residential phases of Little Spring Farm; and

WHEREAS, Developer desires to amend the Original Declaration, First Supplemental Declaration and Second Supplemental Declaration (collectively, the "Declaration") as hereinafter set forth.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article IV, Section 6 of the Declaration is hereby amended to provide in its entirety as follows:

"SECTION 6:

Maximum Annual Assessment. Until July 1, 2004, the maximum annual assessment shall be set at a rate not to exceed \$588.00 per year per lot. Thereafter, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum permitted assessment for the previous calendar year unless such larger increase is approved by the affirmative vote of two-thirds of the Community Association members then permitted to vote pursuant to this Declaration."

2. Article VI, Section 3 of the Declaration is hereby amended to provide in its entirety as follows:

"SECTION 3:

Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, 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. If Developer, its designated successors or assigns, as applicable, then owns any lot subject to this Declaration, then this Declaration may not be canceled, altered or amended in whole or in part without the prior written consent of Developer, which consent may be given or withheld in Developer's sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot subject to this Declaration, (i) this Declaration may hereafter be unilaterally altered or amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, and (ii) Developer may otherwise unilaterally alter or amend this Declaration as Developer may elect, in its sole discretion, provided that any such alteration or amendment pursuant to this subpart (ii) shall not materially adversely affect the then-existing private single-family residential nature of the developed residential phases of Little Spring Farm.

At such time as neither Developer nor its expressly designated successors or assigns, as applicable, owns any lot subject to this Declaration or upon such earlier date as Developer may elect in its sole discretion by written notice given to the Board of Directors of the Community Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the Jefferson County, Kentucky Clerk's Office in which the Community Association certifies that (i) such cancellation, amendment or alteration was approved by the owners of seventy-five percent (75%) of the lots subject to this Declaration, and (ii) Developer has provided its written consent to such cancellation, amendment or alteration, if required above. Except to the extent permitted in the immediately preceding sentence, this Declaration may not be amended, modified or cancelled by the lot owners, Community Association or Board of Directors, such right being exclusively reserved herein to the Developer as provided above. The owners of lots entitled to vote on such cancellation, amendment or alteration shall be those lot owners on a date designated by the Board of Directors of the Community Association and such cancellation, amendment or termination shall be approved by the affirmative vote of 75% of the lot owners as of that date. The President and Secretary of the Community Association shall certify such affirmative approval by 75% of the lot owners and file appropriate amendments, modifications, or terminations in the office of the Clerk of Jefferson County, Kentucky effective as of the date indicated. Such amendments, modifications or terminations shall be effective as of the date reflected therein and such date shall not be earlier than the date selected by the Board of Directors of the Community Association as the effective date for lot owners to be entitled to vote on any such amendments, modifications or terminations of this Declaration."

IN TESTIMONY WHEREOF, witness the signature of Developer by its duly authorized officer on this 2<sup>nd</sup> day of March, 2004

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC, a Kentucky limited  
liability company  
Its: Member

By: S. Lee Mattingly  
S. Lee Mattingly, Manager of  
Trinity Capital, LLC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing instrument was sworn to, subscribed and acknowledged before me by S. Lee Mattingly, Manager of Trinity Capital, LLC, a member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said entities this 20<sup>th</sup> day of MARCH, 2004

My commission expires: 2-19-2008

Kelli J. Purce  
NOTARY PUBLIC  
State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Daniel M. Walter  
Daniel M. Walter, Esq.  
Ackerson & Yann, P.S.C.  
401 W. Main Street, Suite 1200  
Louisville, Kentucky 40202  
Telephone: (502) 589-4130



Exhibit A

BEING lots 1 through 32, 44 through 51, 54 through 76, 85 and 86 as shown on the plat of Little Spring Farm Subdivision, Section 1A, of record in Plat and Subdivision Book 48, Page 81 in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit B

BEING lots 77 through 84, 87 through 154, 156 and 157 as shown on the plat of Little Spring Farm Subdivision, Section 1B, of record in Plat and Subdivision Book 49, Page 3, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit C

BEING lots 33 through 43, 52, 53, 155, and 197 through 204 as shown on the plat of Little Spring Farm Subdivision, Section 1C, of record in Plat and Subdivision Book 49, Page 44, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

END OF DOCUMENT

Document No.: DN2004037665  
Lodged By: ACKERSON  
Recorded On: 03/05/2004 09:49:29  
Total Fees: 20.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: EVERAY

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Second Amendment") for Little Spring Farm Subdivision is made on this 6<sup>th</sup> day of May, 2004, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as "Developer"), a Kentucky limited liability company having a mailing address of 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

**WHEREAS**, Developer is the owner of certain real property in Jefferson County, Kentucky being developed as a residential subdivision;

**WHEREAS**, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the "Original Declaration"), the Developer declared certain property described in Exhibit A to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

**WHEREAS**, Article I, Section 2 of the Original Declaration permits Developer to subject additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration;

**WHEREAS**, Developer subjected additional real property described in Exhibits B and C in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration by Supplemental Declaration of Covenants, Conditions and Restrictions dated July 31, 2003, recorded in Deed Book 8206, Page 218 in the office aforesaid (the "First Supplemental Declaration"), and Supplemental Declaration of Covenants, Conditions and Restrictions dated December 16, 2003 and recorded in Deed Book 8321, Page 539 in the office aforesaid (the "Second Supplemental Declaration");

**WHEREAS**, Article VI, Section 3 of the Original Declaration provides that so long as Developer owns any lot it may unilaterally amend the Original Declaration as Developer may elect, in its sole discretion, so long as such amendment does not materially adversely affect the then-existing private single-family residential nature of the developed residential phases of Little Spring Farm;

**WHEREAS**, Developer amended the Original Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 2,

2004, recorded in Deed Book 8368, Page 66, in the office aforesaid (the "First Amendment"); and

**WHEREAS**, Developer desires to further amend the Original Declaration, First Amendment, First Supplemental Declaration and Second Supplemental Declaration (collectively, the "Declaration") as hereinafter set forth.

**NOW, THEREFORE**, Developer hereby amends the Declaration as follows:

1. Article II, Section 1 of the Declaration is hereby amended to provide in its entirety as follows:

**SECTION 1:**

Primary Use Restrictions. Except for common areas and as otherwise expressly permitted by Developer, no lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except for one single-family dwelling designed for the occupancy of one family. Said single-family dwellings are designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two and one-half (2 ½) stories in height, having a single kitchen, and containing a garage for the sole use of the owner and occupants of the lot.

For the 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 Little Spring Farm Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or governmental laws, rules, or regulations, any uses which constitute or relate to (a) boarding houses; (b) lodging houses; (c) fraternities or sororities; (d) clubs; (e) hotels; (f) residences or homes for social rehabilitation; (g) nursing homes; (h) residences or homes for the aged or infirmed; (i) programs with respect to which admission to residency or an occupancy on the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system and/or persons engaged in the care, custody, nurturance, or supervision of such persons; (j) any Exceptional Residential Use (as presently defined in the regulations of the Louisville and Jefferson County Planning Commission); and (k) any "group home" or other similar use as determined by Developer and/or the Board.

2. Article II, Section 3, Subsection A of the Declaration is hereby amended to provide in its entirety as follows:

A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer which shall be removed when the construction or development is completed; it being provided, however, that nothing herein contained shall prevent any lot owner from constructing, erecting, or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym, or the like) on any lot provided that the plans for such shall have been approved in writing by Developer under Article III prior to the construction of any such recreational structure. No basketball goals, soccer nets, tennis nets, golf nets, or backboards (including, without limitation, temporary or movable goals, nets or backboards) shall be allowed in any front or side yard, or in any driveways unless on that portion of a driveway that is to the rear of the back corner of the dwelling.

3. Article II, Section 3, Subsection C of the Declaration is hereby further amended to provide in its entirety as follows:

C. No trailer, truck, motorcycle, commercial vehicle of any type, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement<sup>3</sup>. No inoperable automobile shall be parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) consecutive hours. For any violation of the above restrictions in this Article II, Section 3, Subsection C, Developer and/or the Association shall provide written notice of an offense. After one such notice with regard to a vehicle violation, the vehicle may be towed at the owner's expense. A violation of this Article II, Section 3, Subsection C shall result in a fine of \$500 plus towing expenses. The foregoing fine shall be payable to the Community Association.

4. Article II, Section 3, Subsection D of the Declaration is hereby further amended to provide in its entirety as follows:

D. No automobile shall be continually or habitually parked on any street or public right-of-way in the subdivision. For any violation of the above restrictions in this Article II, Section 3, Subsection D, Developer and/or the Association shall provide written notice of an offense. After one such notice with regard to a vehicle violation, the vehicle may be towed at the owner's expense. A violation of this Article II, Section 3, Subsection C or D shall result in a fine of \$500 plus towing expenses. The foregoing fine shall be payable to the Community Association.

5. Article II, Section 3 of the Declaration is hereby further amended to provide a new Section F as follows:

F. Except for decks constructed contemporaneously with a dwelling pursuant to construction plans approved by the Developer, no deck shall be constructed on a lot unless the plans for such deck have first been approved in writing by Developer under Article III. Such construction plans shall include complete definitions of deck materials and size specifications. No vinyl decks shall be permitted.

6. Article II, Section 5, Subsection B of the Declaration is hereby amended to provide in its entirety as follows:

B. No wall, hedge or fence shall be placed or planted on any lot unless its design and placement are approved in writing by Developer or by any person to whom Developer may assign such approval right. Fencing can only be constructed in back yards and cannot extend beyond the back corner of the residence. Special circumstances may exist on corner lots and will be considered by Developer on a case-by-case basis, but the design and placement must be approved by Developer in writing. Fencing can only be 48 inches tall and constructed of black ornamental aluminum with all posts set in concrete on 6-foot centers. Acceptable designs are diagramed in the attached Exhibit "D". All other designs, and all placements, must be approved by Developer or its assigns in writing. Fence pickets shall be installed approximately 1 to 2 inches above grade for proper drainage under fences. Fencing for children, small pets, or for swimming pool enclosures may be considered if approved by Developer in writing. Chain link fences will not be approved except as provided in Article II, Section 5, Subsection C below. Privacy screens for patios shall not be considered fences as defined in this subparagraph; however, no patio privacy screens shall be placed or erected on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom Developer may assign the right.

7. Article II, Section 5, Subsection E of the Declaration is hereby amended to provide in its entirety as follows:

E. No antenna (except for standard small television antennae) or microwaves and other receivers and transmitters (including those currently called satellite dishes) shall be erected or placed on any lot unless (i) the lot owner can show special circumstances for requiring the use of extraordinary receivers or transmitters [small digital satellite dishes of 18 inches or less shall satisfy this subsection (i)]; and (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain, or by fences or other structures. All such antennae, receivers, transmitters

and dishes shall be installed in the rear yard or the back of the house, unless prior written approval is obtained from Developer or its assignee to install the device on the front of the house or in the front or side yard of the lot.

8. Article II, Section 15 of the Declaration is hereby amended to provide in its entirety as follows:

SECTION 15:

Developer has agreed to provide certain open space buffers in and around the Little Spring Farm Subdivision. Tree pruning and the removal of trees, which may constitute a threat to public health, is permissible. Notice is required to abutting property owners prior to such pruning or removal. Use of the various open spaces for walking and recreation is permissible. No camping is allowed in these areas without written approval from Developer. No all terrain vehicles or other off road vehicle of any type shall be allowed on any walking trails, open space buffers or common areas.

9. Article IV, Section 6 of the Declaration is hereby amended to provide in its entirety as follows:

Maximum Annual Assessment. Until July 1, 2004, the maximum annual assessment shall be set at a rate not to exceed \$588.00 per year per lot. Thereafter, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum permitted assessment for the previous calendar year unless such larger increase is approved by the affirmative vote of fifty-one percent (51%) of the Community Association members then permitted to vote pursuant to this Declaration.

10. Article IV, Section 7 of the Declaration is hereby amended to provide in its entirety as follows:

SECTION 7:

Special assessments. In addition to the annual assessments authorized hereinabove, the community association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement; provided, however, that any such assessment shall have the ascent of a 51% majority of the votes of the Community Association's voting members who are voting in person or by proxy at a meeting duly



called for this purpose, written notice of which shall set forth the purpose of the meeting.

IN TESTIMONY WHEREOF, witness the signature of Developer by its duly authorized officer on this 6 day of May, 2004

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC, a Kentucky limited liability company  
Its: Member

By: S. Lee Mattingly  
S. Lee Mattingly, Manager of  
Trinity Capital, LLC

COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF JEFFERSON )

The foregoing instrument was sworn to, subscribed and acknowledged before me by S. Lee Mattingly, Manager of Trinity Capital, LLC, a member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said entities this 6 day of May, 2004

My commission expires: 4/24/2008

Maurice A. Weir  
NOTARY PUBLIC  
State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Daniel M. Walter  
Daniel M. Walter, Esq.  
Ackerson & Yann, P.S.C.  
401 W. Main Street, Suite 1200  
Louisville, Kentucky 40202  
Telephone: (502) 589-4130

Exhibit A

BEING lots 1 through 32, 44 through 51, 54 through 76, 85 and 86 as shown on the plat of Little Spring Farm Subdivision, Section 1A, of record in Plat and Subdivision Book 48, Page 81 in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit B

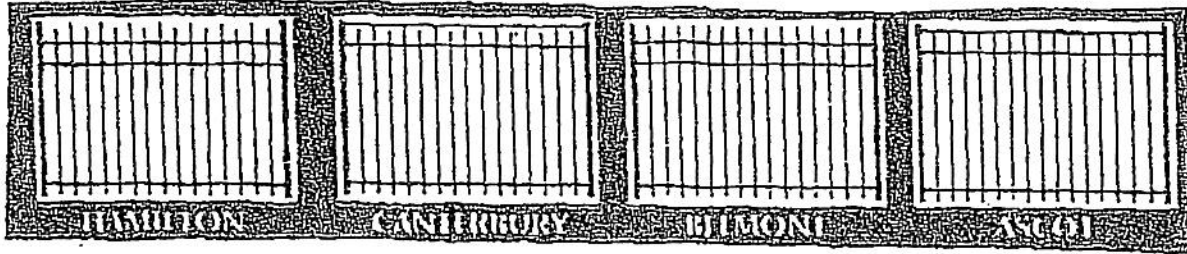
BEING lots 77 through 84, 87 through 154, 156 and 157 as shown on the plat of Little Spring Farm Subdivision, Section 1B, of record in Plat and Subdivision Book 49, Page 3, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit C

BEING lots 33 through 43, 52, 53, 155, and 197 through 204 as shown on the plat of Little Spring Farm Subdivision, Section 1C, of record in Plat and Subdivision Book 49, Page 44, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746, Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

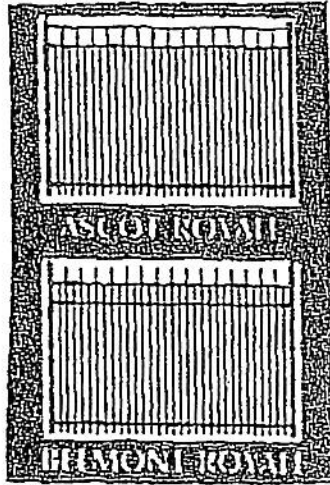


HAMILTON

CANTERBURY

BELMONT

ASCOT



ASCOT ROYALE

BELMONT ROYALE

END OF DOCUMENT

Document No.: DH2004036593  
Lodged By: ackerson & yann  
Recorded On: 05/21/2004 11:22:55  
Total Fees: 26.00  
Transfer fax: .00  
County Clerk: BOBBIE HOLSCLAW-JIFF CU KY  
Deputy Clerk: YOLL002

Exhibit "D"

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LITTLE SPRING FARM – SECTION 2B  
PLAT AND SUBDIVISION BOOK 50, PAGE 96  
JEFFERSON COUNTY, KENTUCKY**

**BROWN, NOLTEMEYER & MATTINGLY, LLC  
LITTLE SPRING FARM SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the “Supplemental Declaration”) for Little Spring Farm Subdivision is made on this 15<sup>th</sup> day of June, 2005, by Brown, Noltemeyer & Mattingly, LLC (hereinafter referred to as “Developer”), a Kentucky limited liability company, 2424 Eagles Eyrie Court, Louisville, Kentucky 40206.

**WHEREAS**, Developer is the owner of certain real property in Jefferson County, Kentucky to be developed as a residential subdivision;

**WHEREAS**, pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky (such Declaration of Covenants, Conditions and Restrictions is hereinafter referred to as the “Original Declaration”), the Developer declared certain property to be subject to certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property;

**WHEREAS**, Developer subjected additional real property to the easements, restrictions, covenants and conditions set forth in the Original Declaration by a Supplemental Declaration of Covenants, Conditions and Restrictions dated July 31, 2003, recorded in Deed Book 8206, Page 218 in the office aforesaid (the “First Supplemental Declaration”), Supplemental Declaration of Covenants, Conditions and Restrictions dated December 16, 2003 and recorded in Deed Book 8321, Page 539 in the office aforesaid (the “Second Supplemental Declaration”), Supplemental Declaration of Covenants, Conditions and Restrictions dated September 17, 2004 and recorded in Deed Book 8505, Page 414 in the office aforesaid (the “Third Supplemental Declaration”), and Supplemental Declaration of Covenants, Conditions and Restrictions dated September 17, 2004, of record in Deed Book 8607, Page 554 in the office aforesaid (the “Fourth Supplemental Declaration”);

**WHEREAS**, Developer amended the Original Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 2, 2004, recorded in Deed Book 8368, Page 66, in the office aforesaid (the “First Amendment”), and further amended the Original Declaration pursuant to that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated May 6, 2004, recorded in Deed Book 8414, Page 461, in the office aforesaid (the “Second Amendment”); and

**WHEREAS**, Developer desires to subject additional real property in Jefferson County, Kentucky to the easements, restrictions, covenants and conditions set forth in the Original Declaration, as amended by the First Amendment and Second Amendment (collectively, the "Declaration").

**NOW, THEREFORE**, Developer hereby declares that all of the property described in this Supplement Declaration of Covenants, Conditions and Restrictions shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

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

BEING lots 224 through 234, 246 through 254, 263 through 268, 344 through 359, and 362 through 364, as shown on the plat of Little Spring Farm Subdivision, Section 2B, of record in Plat and Subdivision Book 50, Page 910, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING part of the same property acquired by Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, by Deed from Little Spring Farms of Louisville, a Kentucky general partnership, of record in Deed Book 7746; Page 909, by Vendor's Lien Deed from Larry V. Helm and Carolyn J. Helm, of record in Deed Book 7747, Page 453, and by Deed of Correction from Larry V. Helm and Carolyn J. Helm of record in Deed Book 7793, Page 408, all in the Office of the County Clerk of Jefferson County, Kentucky.

**ARTICLE II**  
**INCORPORATION OF DECLARATION**

All of the terms, covenants, conditions, easements and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 8094, Page 238 in the office of the County Clerk of Jefferson County, Kentucky, as modified by the First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 2, 2004, recorded in Deed Book 8368, Page 66, in the office aforesaid, and further modified by the Second Amendment to Declaration of Covenants, Conditions and Restrictions dated May 6, 2004, recorded in Deed Book 8414, Page 461, in the office

IN TESTIMONY WHEREOF, witness the signature of Developer by its duly authorized officer on this 15<sup>th</sup> day of JUNE, 2004.5

Brown, Noltemeyer & Mattingly, LLC

By: Trinity Capital, LLC, a Kentucky limited liability company  
Its: Member

By: [Signature]  
S. Lee Mattingly, Manager of  
Trinity Capital, LLC

COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF JEFFERSON )

The foregoing instrument was sworn to, subscribed and acknowledged before me by S. Lee Mattingly, Manager of Trinity Capital, LLC, a member of Brown, Noltemeyer & Mattingly, LLC, a Kentucky limited liability company, on behalf of said entities this 15<sup>th</sup> day of JUNE, 2004.5

[Signature]  
NOTARY PUBLIC  
State at Large, Kentucky

My commission expires: 2-19-2008

THIS INSTRUMENT PREPARED BY:

[Signature]  
Daniel M. Walter  
Ackerson & Yann, P.S.C.  
401 W. Main Street, Suite 1200  
Louisville, Kentucky 40202  
Telephone: (502) 589-4130  
Facsimile: (502) 589-4168

Document No.: DN2005127179  
Lodged By: ACKERSON & YANN  
Recorded On: 08/03/2005 02:08:17  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
Deputy Clerk: LATAIL

Recorded In Plat Book  
No. 50 Page 96  
Part No. \_\_\_\_\_