

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
HEATHER RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HEATHER RIDGE ("Declaration") is made this 5TH day of FEBRUARY, 2016, by I H of KY, Inc., a Kentucky corporation (the "Declarant"), under the following circumstances:

A. Declarant has subdivided certain land in Oldham County, Kentucky and is currently the owner of all of the Lots in Heather Ridge, more particularly depicted on Exhibit A attached hereto and made a part hereof (collectively, the "Property"), and also as shown on the Record Plat for Section 1 of Heather Ridge;

B. Declarant desires that the Property be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration; and

C. Declarant has formed or, prior to the sale of the first Lot, will form the Association (as hereinafter defined), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to this Declaration and the covenants, restrictions and liens provided herein, which shall run with the land and be binding upon all the Owners.

SECTION 1.
DEFINITIONS

The words in this Declaration and the Bylaws which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1. Additional Property. "Additional Property" means property that may in the future be subjected to this Declaration and consists of such other property as the Declarant, in its sole and unfettered discretion, may from time to time determine and designate as Additional Property to be part of the Subdivision and subjected to the provisions hereof.

1.2. Annual Meeting. "Annual Meeting" means the annual meeting of the Members of the Association held within the fourth quarter of each calendar year, upon proper notice, at a date, time and at a place from time to time designated by the Board. The first

Annual Meeting of the Members shall be held within one year from the date of incorporation on such date as the initial Board shall determine.

1.3. Articles and Articles of Incorporation. “Articles” and “Articles of Incorporation” mean those articles, filed with the Secretary of State of Kentucky, incorporating the Association as a nonprofit corporation under the provisions of Chapter 273 of the Kentucky Revised Statutes, as the same may be amended from time to time.

1.4. Assessments. “Assessments” means General Assessment, Special Assessment, Individual Assessment, and Working Capital Assessment.

1.5. Association. “Association” means The Heather Ridge Owners’ Association, Inc., a Kentucky nonprofit corporation, comprised of the Owners of Lots in the Subdivision, which owns, operates, governs and maintains the Common Elements, and any successor organization which owns, operates and maintains the Common Elements.

1.6. Board or Board of Directors. “Board” or “Board of Directors” means the board of directors of the Association established pursuant to its Articles of Incorporation, Bylaws, and this Declaration.

1.7. Builder. “Builder” means any person or entity, other than Declarant, who, in the ordinary course of business, constructs a Dwelling Unit, with or without accessory structures, on a Lot for resale to, or on behalf of, a third party. A Builder may be an Owner where the Dwelling Unit is used by Builder for its own residential use or for any of the Builder’s family members’ residential use.

1.8. Bylaws. “Bylaws” means the bylaws of the Association adopted pursuant to Chapter 273 of the Kentucky Revised Statutes, attached hereto as Exhibit B, as the same may be amended from time to time.

1.9. Common Elements. “Common Elements” means all real property that is owned or leased by the Association, or property in which the Association has an interest such as an easement, for the benefit, use and enjoyment of all of the Members of the Association. “Common Elements” includes those areas that have been specifically designated as “open space” by Declarant on the Record Plat, together with all landscaping, signage, entrance monuments, fences, walking trails, benches, Detention/Retention Pond, other basins, ponds, and lakes or other structures located thereon.

1.10. Common Expenses. “Common Expenses” means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, as more particularly described in Section 4.2 of this Declaration.

1.11. Conditions of Approval. “Conditions of Approval” mean the conditions of approval imposed by the Oldham County Planning and Zoning Commission in Docket No.

PZ-14-011. All development, construction and use of the Common Elements and Lots within the Subdivision shall be subject to the Conditions of Approval.

1.12. Constituent Documents. “Constituent Documents” mean this Declaration, the Record Plat, the Bylaws, the Articles of Incorporation, any rules and regulations adopted by the Board, any management agreement between the Association and a professional management company for the Common Elements on the Property, and any other documents used to create and govern the Property.

1.13. Declarant. “Declarant” means I H of KY, Inc., a Kentucky corporation, its successors and assigns or an entity affiliated with I H of KY, Inc.

1.14. Declaration. “Declaration” means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heather Ridge as the same may amended from time to time.

1.15. Default. “Default” means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration, or any other Constituent Documents.

1.16. Detention/Retention Pond. “Detention/Retention Pond” means an area depicted on the Record Plat to be used as a basin to retain or detain storm water within the Subdivision.

1.17. Development Period. “Development Period” means the period commencing on the date on which this Declaration is recorded in the Oldham County, Kentucky Clerk’s Office and terminating on the earlier to occur of: (a) when Declarant, in its sole discretion, so determines; or (b) when one hundred percent (100%) of the Lots have a Dwelling Unit and are sold to a third party, other than a Builder, and Declarant no longer has an interest in the Subdivision.

1.18. Development Period Special Meeting. “Development Period Special Meeting” has the meaning assigned to such term in Section 3.2.2 of this Declaration.

1.19. Director(s). “Director” or “Directors” means a member of the Board of Directors of the Association.

1.20. Drainage Easements. “Drainage Easements” means any easements for surface water drainage within or for the benefit of Lots in the Subdivision. These easements are for the benefit of all Owners and any agency of Oldham County, Kentucky having jurisdiction over drainage control. Drainage Easements may be located on Lots, Common Elements, or property adjoining the Subdivision.

1.21. Dwelling Unit. “Dwelling Unit” means any building or portion of a building situated upon the Property that is designed and intended for use and occupancy as a single-family residence.

1.22. General Assessment. “General Assessment” means the charge established by Section 4.2 of this Declaration.

1.23. Individual Assessment. “Individual Assessment” means the charge described in Section 4.3 of this Declaration.

1.24. Lot(s). “Lot” or “Lots” means each of the parcels of land shown as such upon the Record Plat of the Property, other than those parcels designated as “open space” on the Record Plat.

1.25. Maintenance Standards. “Maintenance Standards” mean those standards adopted by Declarant or the Board pursuant to Section 7 of this Declaration as the same may from time to time be amended.

1.26. Majority Vote. “Majority Vote” means the amount of votes equaling fifty-one percent (51%) of the total votes outstanding.

1.27. Manager. “Manager” has the meaning assigned to such term in Section 8.4.

1.28. Members. “Members” means all Owners of Lots in the Subdivision.

1.29. Occupant. “Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and includes without limitation an Owner’s family members, guests, invitees, or Tenants.

1.30. Owner. “Owner” means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of ninety-nine (99) years or more, but does not include the Association. “Owner” includes a purchaser under a recorded land contract but not a person or entity having an interest in a Lot merely as security for the performance of an obligation.

1.31. Property. “Property” means that certain land in Oldham County, Kentucky, more particularly depicted on Exhibit A.

1.32. Record Plat. “Record Plat” means the plat or plats of Heather Ridge to be recorded in the Oldham County, Kentucky Clerk’s Office, whether or not such plat is recorded in phases or sections.

1.33. Restrictions. “Restrictions” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including without limitation the Maintenance Standards, and all notices issued and rules and regulations adopted in accordance with this Declaration or the Bylaws.

1.34. Special Assessment. “Special Assessment” means the charge established by Section 4.4 of this Declaration.

1.35. Structure. “Structure” means: (a) any thing or object (other than trees, shrubbery, or landscaping) the placement of which upon any part of the Property may affect the appearance of the Property, including without limitation a porch, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent improvement; and (b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.36. Subdivision. “Subdivision” means Heather Ridge, Section 1, located on the Property, as shown on the preliminary Record Plat attached as Exhibit A. The Subdivision shall also include any phases of Heather Ridge as such phases are developed and recorded, each of which may be subjected to this Declaration.

1.37. Subdivision Plans. “Subdivision Plans” means those subdivision plans approved by the Oldham County Planning and Zoning Commission.

1.38. Tenant. “Tenant” means any person occupying any Lot pursuant to a written or oral lease or rental agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.39. Working Capital Assessment. “Working Capital Assessment” the charge established by Section 4.5 of this Declaration.

SECTION 2. **PROPERTY SUBJECT TO THIS DECLARATION**

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

SECTION 3. **ASSOCIATION**

3.1. Formation of the Association. Declarant has caused or will cause the Association to be chartered in accordance with Chapter 273 of the Kentucky Revised Statutes. The purpose of the Association is to provide for the administrative, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Subdivision and the Property.

3.2. Board of Directors.

3.2.1. Until the Development Period Special Meeting, the Board shall consist of three Directors appointed by Declarant, who shall serve until their respective successors are appointed and qualified. A Director appointed by Declarant need not be a Member of the Association. A Director elected by the Members on or after the Development Period Special Meeting must be an Owner of a Lot or Dwelling Unit or a spouse of an Owner of a Lot or Dwelling Unit, except that if an Owner is a corporation, partnership, joint venture, or other entity, the Owners may elect as a Director an officer, partner, joint venturer, or like individual affiliated with such entity.

3.2.2. Not more than sixty (60) days after the earlier of the following events occurs, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"): (a) the expiration of the Development Period; or (b) Declarant relinquishes, in writing, the right to appoint Directors. At the Development Period Special Meeting, the Directors appointed by Declarant shall be deemed removed from office, and the Members, including Declarant if it is then an Owner, shall elect a new Board consisting of at least three but not more than five Directors who all shall be Owners or who shall otherwise be qualified pursuant Section 3.2.1 above to be a Director. The persons so elected shall take office immediately upon election.

3.2.3. Notwithstanding anything above to the contrary, Declarant may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Owners, Declarant's right to appoint or elect one or more Directors at such Annual Meeting pursuant to this Section.

3.3. Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.4. Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with Section 13.2.

SECTION 4. **ASSESSMENTS**

4.1. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of Common Expenses and for such other purposes as hereinafter set forth.

4.2. General Assessment. A General Assessment is hereby established for the benefit of the Association, its successors and assigns, and all Owners, as a charge on each Lot or Dwelling Unit. The General Assessment shall be used in covering the Common Expenses incurred by the Association's in operating, insuring, maintaining, and repairing the Common Elements including without limitation the entrance way, fences, landscaped areas, mounding,

Detention/Retention Ponds, and other improvements that are part of the Common Elements; real estate taxes and assessments on the Common Elements; the cost of supplying water to the Common Elements; mowing, edging and fertilization of all grass on the Common Elements; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration. The General Assessment shall be estimated in accordance with Section 4.6 of this Declaration. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or the actual occupancy of any Lot or Dwelling Unit on the Property. Each Owner, by acceptance of a deed for a Lot, covenants and agrees to pay such General Assessment, except the Declarant and any Builder shall have no obligation to pay the General Assessment until Declarant or any Builder conveys the Lot or Dwelling Unit to a third party purchaser. The General Assessment shall be effective, as to each Lot or Dwelling Unit, on the date this Declaration is recorded in Oldham County, Kentucky or the date that a budget is established pursuant to Section 4.6, whichever is later. Each third party purchaser shall pay to the Association, at the time of closing on the Lot, the annual General Assessment applicable to such Lot for such calendar year, prorated for the number of days remaining in such calendar year from the date of closing through the end of the year.

4.3. Individual Assessment. The Association, after approval by a majority of the members of the Board and after written notice to the Owner, shall have the right to place an Individual Assessment on a Lot or Dwelling Unit for costs incurred by the Association in connection with a Default by an Owner or Occupant, including without limitation:

4.3.1. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, Tenants, guests or invitees, including attorneys' fees, court costs and other expenses incurred; or

4.3.2. any costs associated with the enforcement of this Declaration or any rules and regulations of the Association, including without limitation preparation, recording, and enforcement of liens; and attorneys' fees, witness fees and costs, and court costs.

4.4. Special Assessment. To the extent that the Association's reserve fund is insufficient, the Association may levy a Special Assessments for the following reasons:

4.4.1. If there is an operating deficit in any calendar year, such deficit may be with a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4.3 below.

4.4.2. To the extent that the capital budget is insufficient, the Association may levy a Special Assessment in any fiscal year to construct, structurally alter, or replace capital improvements which are a part of the Common Elements.

4.4.3. If the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed one hundred twenty percent (120%) of the General Assessment for that fiscal year, the Board may impose the Special Assessment in its sole discretion. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a Majority Vote of the Members voting in person or by proxy at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

4.5. Working Capital Assessment. In addition to the prorated General Assessment, at the time of closing on the sale of each Lot with a Dwelling Unit from Declarant or any Builder to a third party purchaser, the purchaser shall pay to the Association, a Working Capital Assessment in the amount of Three Hundred and no/100 Dollars (\$300.00). This Working Capital Assessment shall be used by the Association for its operating expenses and is not an advance payment of the General Assessment or any other Assessment established herein. The Working Capital Assessment may be commingled with the Association's other funds and is not required to be held in a separate trust or reserve account. Declarant and any Builder shall be exempt from paying the Working Capital Assessment.

4.6. Computation of General Assessment. The General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws.

4.7. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot or Dwelling Unit, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorneys' fees.

4.7.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot or Dwelling Unit which shall run with the land. All persons or entities acquiring an interest in a Lot or Dwelling Unit after the recording of this Declaration shall take such interest subject to the lien.

4.7.2. Effective Dates and Perfection. The lien for the General Assessment shall be effective on the date this Declaration is recorded in Oldham County, Kentucky. The lien for other Assessments shall be effective on the first day notice is sent to the Owners of the Lots affected. Recording of this Declaration constitutes notice and perfection of the lien for all Assessments.

4.7.3. Notice of Lien. The Association may record a notice of lien with the Clerk of Oldham County, Kentucky. Such notice shall not be required for the Association to enforce its lien.

4.7.4. Priority of the Lien. The lien for Assessments created by this Declaration shall be prior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage on a Lot filed of record. Mortgagees shall have no obligation to collect Assessments.

4.7.5. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and reasonable attorneys' fees in accordance with the Bylaws) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of a sheriff's sale of a Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

4.7.6. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless either proceedings to enforce it are instituted within fifteen (15) years after the full amount of the Assessment becomes due or said unpaid Assessments are paid in full. If an Owner of a Lot or Dwelling Unit subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

4.8. Allocation of General and Special Assessments. The portion of the General Assessment and any Special Assessment chargeable to each Lot shall be a fraction, the numerator of which is one and the denominator of which is the total number of Lots subject to this Declaration. The Owner of each Lot shall be charged with the payment of that portion of the total General Assessment or Special Assessment. Notwithstanding the foregoing, neither Declarant nor any Builder shall have any obligation to pay any Assessment on a Lot.

4.9. Surplus. If the General Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion: (a) refund each Owner's share of the surplus; (b) credit each Owner's share of the surplus to each Owner's payment of the General Assessment due for the following year; or (c) apply the surplus to the reserve.

4.10. Payment. Unless otherwise established by the Board, the General Assessment shall be paid in annual installments due in advance twenty (20) days after the mailing of the notice of amount due to the Owners by United States mail. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate. Additionally, any Special Assessment

or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice of the amount due to the Owner(s) by United States mail.

4.11. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorneys' fees and interest at the rate determined in the Bylaws (but not in excess of the maximum rate permissible under Kentucky law). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any Assessment is payable in installments and any installment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law, this Declaration or the Bylaws.

4.12. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

4.13. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of the Lot or Dwelling Unit. The personal obligation shall not pass to any successors in title unless expressly assumed by them, although the lien on the Lot will continue until paid or until the lien expires.

4.14. Statement. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot, or stating that the amount of any Assessments due for such Lot have been paid. This statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Owner. The Association may charge a reasonable amount for this statement.

4.15. No Exemption for Liability for Assessments. No Owner is exempt from liability for payment of any Assessments by waiving of the use or enjoyment of the Common Elements or by abandoning the Lot against which the Assessments are made, or the Dwelling Unit on such Lot.

4.16. Books and Records of the Association.

4.16.1. Inspection by Members. The membership book, account books and minutes of the Association, the Board or any committee shall be made available for inspection and copying by Members or by their duly appointed representatives at any reasonable time and for a purpose reasonably related to a Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. A Member desiring to make inspection shall give notice to the Board. The Board will notify the Member of the hours and days of the week and location when and where such inspection may be made. The Member shall pay the cost of reproducing any copies requested by the Member.

4.16.2. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect (a) all books, records, and documents of the Association, the Board or any committee and (b) the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5.
ARCHITECTURAL REVIEW

5.1. Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units and accessory Structures by any Builder and Common Elements by Declarant, no Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefore shall have been submitted to and approved in writing by the Board, and during the Development Period, Declarant. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, including without limitation any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The Board, and during the Development Period, Declarant, shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.2. Approval of Plans and Specifications. The Board and during the Development Period, Declarant, shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that the plans and specifications comply with the requirements of Section 5.1 above and Section 6.2 below and will further the purposes outlined in this Declaration. Upon final approval thereof, a copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right

subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section). The Board's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

5.3. Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with the requirements of Section 5.1 above and Section 6.2 below as to the information required to be included in the plans and specifications, the Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

5.4. Failure of the Board to Act. If the Board fails to act upon any plans and specifications submitted to it within thirty (30) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Board shall be required. Notwithstanding the foregoing, in the event that plans and specifications are submitted to the Board for review that would violate any of the provisions of this Declaration, then no action by the Board is required and the submission is automatically deemed a denial, unless the Board delivers an approval within thirty (30) days of its receipt of such submission.

5.5. Expiration of Approval. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then any approval or deemed approval of the Board shall be automatically canceled and a new submission shall be required.

5.6. Violations. If any Dwelling Unit or Structure situated upon any Lot is constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications and with Section 6.2 and 6.3 below, the Board shall give notice of a Default to the Owner of the Lot involved; provided, however, that the Board may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the purposes outlined in this Declaration.

5.7. Enforcement. In the event of a violation of the provisions of this Section 5, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, the Bylaws, or any rules and regulations, as well as any other relief available at law or in equity, including as provided in Section 5.10 and Section 9.3 below.

5.8. Fees. The Board may charge reasonable fees for reviewing plans and specifications. Such fees may cover the cost of review, including inspection costs. Such fees shall be payable at the time of submission of the respective plans and specifications for approval and shall be paid to the Association.

5.9 Approval of Plans by Declarant. Each contract to sell Lots entered into by Declarant may require that each purchaser of a Lot secure Declarant's approval of a site plan and plans and specifications prior to commencement of construction of a Dwelling Unit and other improvements and Structures on a Lot. In addition to other remedies available to Declarant under such contract(s), and at law or in equity, Declarant shall have all legal and equitable remedies available under this Declaration and particularly Section 9.3 of this Declaration to enforce the plan approval and other provisions of such contracts against the purchaser(s) thereunder and successors in title to the purchaser(s) thereunder with regard to each Lot. Notwithstanding anything to the contrary in this Declaration, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit and other improvements or Structures on a Lot shall be subject only to Declarant's approval and shall not require approval by the Board.

5.10. Failure to Comply. If any improvement, alteration or change is made without the prior written approval or deemed approval of the Board (or, if applicable, Declarant pursuant to Section 5.9), the Owner shall, upon demand of the Board or Declarant, as applicable, cause such construction or alteration to be removed, remodeled or restored in order to comply with the requirements of this Section. The Owner shall be liable for the payment of all costs of such removal or restoration, including (a) all costs and reasonable attorneys' fees incurred by the Board or Declarant, as applicable, and (b) a fine of up to \$1,000 if such removal or restoration is not completed within thirty (30) days of demand by the Board or Declarant, as applicable. Such costs may also be the basis for an Individual Assessment applicable to such Owner. The Board and Declarant are specifically empowered to enforce the architectural provisions of this Declaration by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any construction or alteration or to remove any unapproved construction, the Board or Declarant shall be entitled to recover its court costs, expenses and reasonable attorneys' fees in connection therewith.

SECTION 6.
COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS

6.1. Purposes. In order to promote the health, safety and welfare of all Owners and Occupants, and to preserve, beautify and maintain the Subdivision as one of high quality, and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted. These covenants, restrictions and limitations shall burden and benefit all Lots, shall run with the land, and shall be binding on current and successor Owners, for the benefit of all Owners and all Lots.

6.2. Covenants and Restrictions. The following are the covenants, restrictions and limitations as to use and occupancy to which the Property is hereby subjected and, as long as Declarant is an Owner, may not be amended without Declarant's approval. Notwithstanding anything to the contrary in this Declaration, during the Development Period, any approval by

the Board required pursuant to following covenants, restrictions, and limitations shall be granted or withheld by Declarant, and not by the Board.

6.2.1. Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a single-family residence. No Lot shall be subdivided to form lots of less area. Only one single-family Dwelling Unit with a private garage for no fewer than two cars attached to the Dwelling Unit shall be permitted to be constructed and to remain on each Lot. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not violate Section 6.2.19 of this Declaration. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Lots or Dwelling Units.

6.2.2. Factory Built, Modular or Mobile Home. No structure of any kind that is commonly known as “factory built,” “modular,” or “mobile home” type of construction shall be erected on the Property.

6.2.3. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. No barns, storage sheds or other buildings shall be permitted on any Lot. Construction trailers and/or storage sheds installed by Builder or Declarant shall be permitted until such time a home has been completed on each Lot.

6.2.4. Driveways. All driveways shall be surfaced with concrete or similar substance.

6.2.5. House Placement and Yard Grading. Dwelling Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate governmental authorities. Final grades at Lot lines as established by Declarant shall not be altered without the written consent of the Board and, as long as Declarant is an Owner, Declarant.

6.2.6. Underground Houses and Log Houses. Underground and log structures are prohibited.

6.2.7. Water Discharge. Storm water shall be disposed of in accordance with drainage plans established by Declarant, the Association, or the appropriate governmental authorities.

6.2.8. Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street.

6.2.9. Lighting Exterior. Yard lights in excess of seventy-five (75) watts are prohibited, except for street lights installed in a right-of-way by Declarant, a utility company, or governmental entity. This Section shall not apply to Dwelling Units used by Declarant or any Builder as model homes or sales offices.

6.2.10. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started, and the disturbed yard area of the Lot shall be sodded or seeded by the Owner as provided in Section 6.2.25.

6.2.11. Parking. No trailer, truck, boat, camper, commercial vehicle or anything other than operative automobiles, motorcycles or scooters shall be parked or stored on any Lot or any part of the Common Elements or on a public street within the Subdivision for a period in excess of forty-eight (48) hours or more than a total of thirty (30) days during any calendar year. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door is completely closed at all times when such a vehicle is parked therein. The word "trailer" shall include trailer coach, RV, recreational vehicle, boat, wave runner or other watercraft vehicle, house trailer, mobile home, automobile trailer, boat trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck, up to ¾ ton, (no ladder racks, advertising, etc.) or van which is used as a principal vehicle by an Owner or Occupant of a Dwelling Unit or their family. Notwithstanding the Restrictions in this Section, vehicles, including commercial vehicles, being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot or street in the Subdivision during working hours but shall not be permitted to be parked overnight. The Restrictions against overnight parking in the immediately preceding sentence shall not apply to vehicles used by Declarant or any Builder during the initial construction of Dwelling Units.

6.2.12. Nuisances. No offensive odors or unsightly nuisances which may be construed to be detrimental to the neighborhood are permitted on any Lot. No vehicular maintenance or repair of any type shall be performed on the public streets or on private driveways, except that Owners or Occupants may perform minor maintenance or repair of their vehicles on their own Lot provided such maintenance or repair does not exceed a period of eight consecutive hours. No Owner or Occupant shall permit anything to be done or kept in a Dwelling Unit or other approved Structure or on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Elements.

6.2.13. Mining/Soil Operations. No soil shall be removed from any Lot for commercial purposes. No soil shall be added, removed or relocated in any area of any Lot that would change the approved drainage characteristics or requirements approved for the

Subdivision as required by local governmental laws and Section 6.2.27 of this Declaration. Notwithstanding the foregoing, this Restriction shall not apply to Declarant or any Builder in the initial construction of Dwelling Units. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

6.2.14. Garbage and Refuse Disposal. No trash, garbage, or other waste shall be kept upon a Lot except in sanitary containers screened from visibility from the streets and drives within the Subdivision, except that such containers may be placed near the street, so as to not interfere with either traffic in the public roadway or drainage, on the evening before trash collection day and such containers must be removed by the evening of trash collection day. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

6.2.15. Mailboxes and Lampposts. All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant. In addition, no mailbox may be located at the edge of the street on any Lot unless it meets the requirements of the United States Postal Service to provide mail delivery service to such Lot.

6.2.16. Antennas. No radio or television antennas of any kind, except satellite receiving dishes not exceeding twenty-four inches (24") in diameter, shall be installed on the exterior of the Dwelling Unit or located anywhere on any Lot unless the location has been approved in writing by the Board and, during the Development Period, Declarant. Satellite receiving dishes must be attached to the Dwelling Unit or permanently mounted no further than two (2) feet from the Dwelling Unit wall and shall be screened so as not to be visible from the street. Prior to installation, ground mounted locations and screening require approval by the Board and during the Development Period, Declarant.

6.2.17. Signs. No signs of any kind shall be placed upon or displayed on any Lot or attached to any Structure, except that one (1) sign of not more than four (4) square feet advertising the Lot for sale may be maintained from time to time provided that the Owner of each Lot may maintain street numbers and one nameplate of the Owner of the Dwelling Unit not to exceed one square foot in area. This sign restriction shall not apply to signs used by Declarant, any Builder or their assigns, while Declarant or Builders are selling Lots or Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs nor shall this sign restriction apply to any sign approved by the Board and during the Development Period, Declarant. Notwithstanding the foregoing, political signs are permitted on Lots forty-five (45) days before an election and must be removed no later than the day following the election. Further, signs relating to elections and other political matters may not be placed upon any Common Elements at any time.

6.2.18. Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that up to three (3) household pets such as dogs, cats, or pet birds may be kept on a Lot, provided that the animals are not kept, bred or

maintained for any commercial purpose, and provided that they are kept in compliance with this Section 6.2.18. Household pets shall not include chickens, poultry, pigeons or pot bellied pigs. No pets may be allowed to run unattended. Dogs, cats, or other household pets shall be kept within the confines of the Owner's or Occupant's Lot except when being held on hand leash by the person attending the animal, or in a crate or similar form of transport. Owners and Occupants shall be responsible for cleaning up after their household pets. Notwithstanding the foregoing, the Board shall have the right to promulgate rules and regulations pertaining to size, number and type of household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets.

6.2.19. Prohibited Activities. Except as otherwise provided in this Declaration, the Bylaws and any rules and regulations, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

6.2.20. Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Property. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

6.2.21. Swimming Pools. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. "Above-ground swimming pools" shall not include portable wading pools not more than one (1) foot in height that are used by small children or pets. In-ground swimming pools are permitted provided they are approved by the Board in accordance with Section 5 above. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming in-ground swimming pool.

6.2.22. Fencing. Fences may be erected on a Lot between the rear of the Dwelling Unit (and extended to the side property lines) and the back property line but shall not be in excess of four (4) feet in height and shall be limited to Kentucky Board, wrought iron, aluminum alloy or other similar material approved by Declarant or the Board pursuant to Section 5 above; provided however, that all fences constructed shall be at least fifty percent (50%) open. Plastic, vinyl, vinyl coated, barbed wire, chain link or similar fences are prohibited, except green or black wire in conjunction with and on the inside of a Kentucky Board fence. Invisible dog-type fencing is permitted on any Lot. Fences around swimming pools shall be no lower than the minimum required by law to circumscribe a pool. If a fence is located within an easement, it shall not be placed in a location where it hinders the use of intended easement or alters the storm water drainage. Notwithstanding the foregoing, no fencing (including invisible dog-type fencing) or walls shall be permitted on any part of the Common Elements, without the prior written consent of the Board and during the Development Period, Declarant. All fencing on any Lot must be well-maintained at all times. If at any point in time a fence located on a Lot becomes unsightly, unsafe, damaged, or in

disrepair, at the sole discretion of Declarant or the Board, as the case may be, Owner shall promptly remove or repair such fence from the Lot upon receiving written notice to do so from Declarant or the Board, as applicable.

6.2.23. Swing Sets and Play Equipment. All exterior and outside play equipment located on a Lot, including without limitations swing sets, jungle gyms and similar equipment shall (i) be placed in the center of the rear yard so that the same does not extend beyond a line equal to the sides of the Dwelling Unit on said Lot, and so that the same is not otherwise generally observable from the front elevation view of the Dwelling Unit on the Lot, and (ii) be subject to the prior written approval at the sole discretion of the Declarant or Board, as the case may be, in accordance with Section 5 above. Any required deviation in the required location of such equipment as provided above due to terrain or other characteristics of the Lot or Dwelling Unit thereon shall be prior approved in writing at the sole discretion of the Declarant or Board, as the case may be, in accordance with Section 5 above. If at any point in time the play equipment becomes unsightly at the sole discretion of the Declarant or Board, as the case may be, upon receiving written notification of such, the Owner of the Lot at the Owner's expense shall promptly remove from the Lot the play equipment as so directed in said written notification. No batting cages, either moveable or permanently installed, shall be on any Dwelling Unit or located on any Lot in the Subdivision.

6.2.24. Basketball Equipment. Basketball Equipment including hoops, goal nets, backboards and support poles may be erected on a Lot only after the location and materials are approved in writing by the Declarant or Board, as the case may be, in accordance with Section 5 above. Basketball Equipment is prohibited in the front and side yards of a Lot unless the Dwelling Unit on the Lot has a side entry garage. Basketball Equipment must be freestanding and attached to a permanent in ground pole, thus attaching Basketball Equipment to any part of a Dwelling Unit is prohibited and temporary and/or portable Basketball Equipment is also prohibited. No Basketball Equipment is permitted to be located in any right-of-way and/or easement areas. Attaching lighting to Basketball Equipment is prohibited. If at any point in time, Basketball Equipment becomes unsightly at the sole discretion of the Declarant or Board, as the case may be, upon receiving written notification of such, the Owner of the Lot at the Owner's expense shall promptly remove from the Lot the Basketball Equipment as so directed in said written notification.

6.2.25. Seeding and Straw or Sod. Prior to the conveyance of a Lot from any Builder to a third party purchaser, the Builder shall sod the front and side yard areas of the Lot and install seed with straw to the disturbed areas of the rear yard within the following time periods: (a) prior to the closing (if the closing occurs during the months of May through October), or (b) no later than May 31st after the closing (if the closing occurs during the months of November through April).

6.2.26. Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be

maintained in a neat and orderly manner and shall be mowed on a regular basis. Notwithstanding the foregoing, this Restriction shall not apply to vacant Lots owned by Declarant or any Builder.

6.2.27. Zoning, Laws and Rules. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes. All improvements shall comply with all laws, rules and regulations of any governmental authority with jurisdiction over the Subdivision.

6.2.28. Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or Occupant of any Lot during any twelve (12) month period.

6.2.29. Holiday Lights. Holiday-type lights may be erected no sooner than November 20th and shall be removed no later than January 30th of each year.

6.2.30. Ornamental Yard Objects. No ornamental yard objects, statutory, sculpture or similar items (other than temporary seasonal decorations as provided in Section 6.2.29) shall be placed on any Lot unless its design and placement has been approved in writing by the Declarant or Board, as the case may be, in its sole discretion.

6.2.31. Obligation to Keep Lot in Good Condition. Each Lot Owner or Occupant shall keep each Lot and all Structures thereon in such maintenance, repair, appearance and condition as shall comply with the provisions of this Declaration and applicable laws and ordinances and zoning regulations.

6.2.32. Utilities. All electric, telephone, gas and other utility lines must be installed underground unless otherwise approved in writing by the Declarant or Board.

6.2.33. Lease. No Owner may rent or lease such Owner's Dwelling Unit for transient or hotel purposes. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease with a minimum term of twelve (12) months, which shall provide that the lease is subject to the provisions of this Declaration and any failure of the lessee to comply with the terms of this Declaration, shall be a default under the lease. A copy of any lease must be provided timely to the Association.

6.2.34. Obstruction of Easement Areas. No Structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the Drainage Easements. The easement areas of each Lot and all improvements in the easement areas shall be maintained by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

6.3. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions. Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration. During the Development Period, Declarant's approval is required for the adoption or amendment of any rules and regulations which, in Declarant's judgment, would affect Declarant's ability to market any Lot owned by Declarant.

6.4. Variances. In order to avoid unnecessary hardship or overcome practical difficulties in the application of certain provisions of this Declaration, during the Development Period, the Declarant, and after the Development Period, the Board shall have the authority to grant reasonable variances from the provisions of Sections 6.2 and 6.3 above. No variance granted pursuant to the authority of this Section shall constitute a waiver of any provision of this Declaration as applied to any other Owner or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law or this Declaration.

SECTION 7. MAINTENANCE STANDARDS

7.1. Adoption and Amendment. Declarant during the Development Period, and after the Development Period the Board, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the Commonwealth of Kentucky, any other political subdivision or governmental instrumentality of the Commonwealth of Kentucky, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, the more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, as follows:

7.1.1. Except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon.

7.1.2. Each Owner shall maintain, repair and replace at such Owner's expense all portions of the Common Elements which may be damaged or destroyed by reason of such Owner's intentional or negligent act or omission or by the intentional or negligent act or omission of any Occupant, Tenant, invitee, licensee, employee, agent, family member, guest, or pet of such Owner. In the event, Owner fails to comply with this Section 7.1.2, the Board may assess an Individual Assessment for costs associated with such repairs in accordance with Section 4.3.1 of this Declaration.

7.1.3. The obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property.

7.1.4. Notwithstanding the fact that the Association or any Owner may be entitled to the benefit of any guarantee of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing their obligation hereunder.

7.1.5. Except as otherwise provided herein, each Owner shall maintain, repair and replace at such Owner's expense all portions of each Dwelling Unit and Structure located on such Owner's Lot and all internal and external installations of the Lot including appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities including, but not limited to, utility lines servicing the Dwelling Unit, which are located within the boundaries of or serving the Lot.

7.2. Obligation to Keep Premises in Good Repair. Each Owner during such Owner's period of ownership and, each Tenant during such Tenant's tenancy, shall keep each Lot, Dwelling Unit and all Structures thereon in such maintenance, repair, appearance and condition as shall comply with the provisions of this Declaration including the Maintenance Standards, as well as all applicable laws and ordinances.

7.3. Drainage Easements. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter or impede the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association and Oldham County, the Board and during the Development Period, Declarant.

7.4. Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event the Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, the Bylaws, or any laws, ordinances, rules and regulations.

SECTION 8. **COMMON ELEMENTS AND EASEMENTS**

8.1. Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass

with the title to the Owner's Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, if any, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

8.1.1. The right of the Board to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements, and during the Development Period, Declarant. After the Development Period, the Board may borrow money for such purposes subject to the approval of seventy-five percent (75%) of the entirety of the membership.

8.1.2. The right of the Board to adopt and enforce and, from time to time, amend reasonable limitations upon, and rules and regulations pertaining to use of the Common Elements.

8.1.3. The right of the Board to grant easements or rights-of-way to any public utility corporation or public agency.

8.1.4. All applicable provisions of valid agreements of the Association relating to the Common Elements.

8.1.5. The right of the Board under this Declaration or the Bylaws to convey or lease all or any part of the Common Elements.

8.1.6. All other easements, restrictions and rights to which the Property is subject.

8.1.7. The right of the Board to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

8.2. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

8.3. Conveyance or Lease of Common Elements. Upon authorization by the Board, and during the Development Period, Declarant, may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and the Board, including without limitation, terms and conditions providing for to the maintenance and repair of the Common Elements and the assessments of Owners for the costs of such maintenance and repair.

8.4. Maintenance and Management of Common Elements. The Board shall provide for the management of all Common Elements and shall keep all Common Elements in such maintenance, repair and appearance as shall comply with the Maintenance Standards and all requirements of Oldham County. The Association may fulfill this responsibility by contracting with any professional management company (including without limitation Declarant or an affiliate or associate of Declarant) (hereinafter "Manager") for the management, maintenance and repair of the Common Elements upon such terms and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume on behalf of the Association the management of the Common Elements for an agreed upon management fee. Notwithstanding the foregoing, any such contract with Declarant or an affiliate or associate of Declarant, or the Board shall not exceed one (1) year in duration and shall be terminable by reasonable notice by either Declarant, Manager or the Board.

8.5. Use of Common Elements by Declarant. Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until the later of (i) the end of the Development Period or (ii) when all Lots are sold and improved with a Dwelling Unit to a third party purchaser.

8.6. Use at Own Risk. Any Common Elements within the Subdivision, including but not limited, to Detention/Retention Pond and other basins, ponds and lakes, shall be used at the sole risk of the user, including, but not limited to, Owners, Occupants, Tenants, guests, invitees, and licensees. Neither the Declarant nor the Association shall be liable to any person or entity for any claim, damage, liability, or injury occurring thereon or related to use of thereof.

8.7. Easements.

8.7.1. If by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the Dwelling Units any part of the Common Elements presently encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or if by reason of the design or construction of utility systems any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the use and maintenance of each encroachment are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any

encroachment be created in favor of any Owner if such encroachment occurred due to the willful or negligent conduct of said Owner.

8.7.2. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility company require alteration to or displacement of (i) any Common Elements, including, but not limited to, waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures or (ii) any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures located on a Lot that are not within an utility easement, then the prior approval of the Board and during the Development Period, Declarant, shall be required.

8.7.3. After the Development Period, the Board may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

8.7.4. Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. Detention/Retention Pond and other basins, ponds and lakes may be aesthetically maintained but shall not be used as recreational ponds or lakes. Therefore, it is the policy of the Association that all recreational uses are prohibited, including, but not limited to, miniature or model boating, fishing, swimming, boating or skating in or on the Detention/Retention Pond and other basins, ponds and lakes. Notwithstanding the foregoing, fishing by pole and line only is permitted only by Members of the Association; only in posted designated areas at the bank of the water feature; and in the sole discretion of the Declarant or Board, as the case may be. Any violation of this policy could result in a fine assessed by the Board in the amount of Fifty Dollars (\$50.00) per occurrence.

8.7.5. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of the Declarant or the Association, as applicable, in, on, over and through the

Common Elements and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Elements and Lots.

8.7.6. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of the Declarant or the Association, as applicable, in, on, over and through any and all easements set forth on the Record Plat, including without limitation any roadway and utility easements.

8.7.7. Every Lot and the Common Elements shall be burdened with Drainage Easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property(ies).

8.7.8. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, the Association, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

SECTION 9. **ENFORCEMENT**

9.1. Right and Easement of Entry. The Association, through its authorized Directors, officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times for the purpose of (a) inspecting each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards, (b) ascertaining whether a Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit or Structure thereon is in compliance with the provisions of this Declaration, and (c) doing anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default. The Association or such Director, officer, employee or agent shall not be deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section 9.1, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

9.2. Curing Defaults; Lien.

9.2.1. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot, if such mortgagee has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, the specific action or actions required to remedy the Default, and such reasonable time within which the Default may be corrected. The Owner shall cure, or cause to be cured, such Default within the time stated in the notice. If the Owner or Tenant fails to cure such Default within such reasonable period as stated in the notice, the Board may, but shall not be required to exercise any or all of its rights hereunder including without limitation taking such action as necessary to cure such Default on behalf of the Owner. The Board may, without notice, exercise any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

9.2.2. Costs incurred by the Association in exercising any of its rights with respect to any Default shall be an Individual Assessment and a binding personal obligation of the Owner of the subject Lot, which Individual Assessment shall be payable on written demand. If the Owner fails to pay such Individual Assessment within thirty (30) days after written demand, the Association may record a notice of lien in Oldham County, Kentucky in accordance with Section 4.7 hereof.

9.3. Remedies. Nothing contained in this Section 9 shall be deemed to affect or limit the rights of Declarant, the Association, the Board, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

9.4. No Waiver. The failure of Declarant, the Association, the Board, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

SECTION 10.
REAL ESTATE TAXES AND ASSESSMENTS

10.1. Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all real estate taxes and assessments levied or imposed upon the Lot and its improvements at the time such taxes and assessments become due.

10.2. Allocation. Prior to the time Oldham County, Kentucky establishes separate tax parcels for each Lot, Declarant shall allocate the real estate taxes and assessments upon the Property among and against the Lots in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots. The allocation by Declarant made in accordance with the terms hereof shall be binding upon all Owners.

10.3. Common Elements. Real estate taxes and assessments charged against the Common Elements shall be a Common Expense.

SECTION 11.
INSURANCE AND CASUALTY LOSSES

11.1. Insurance Policies.

11.1.1. The Board or its duly authorized agent shall obtain insurance for any insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy in amounts reasonably determined by the Board covering the Association and its Members for all damage or injury occurring within the Common Elements caused by the negligence of the Association or any of its Members or agents. The Association shall obtain directors' and officers' liability insurance. Premiums for all of the foregoing insurance shall be Common Expenses of the Association. The property policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

11.1.2. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Elements shall be for the benefit of the Owners and their respective mortgagees as their interests may appear;

(b) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary; and

(d) The Board shall be required to make reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its members, the Owners and their respective Tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, the Board, a Director, any Owner or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

11.1.3. Each Owner shall be solely responsible for any loss or damage to the Owner's Dwelling Unit and the contents thereof however caused and the Owner's personal property stored elsewhere on the Property, and the Association shall have no liability to the Owner for such loss or damage. Each Owner shall be solely responsible for obtaining the Owner's own insurance to cover any such loss and risk.

Each Owner shall obtain fire and casualty insurance for the Owner's Dwelling Unit with sufficient coverage to fully replace or restore the Owner's Dwelling Unit, if it is damaged or destroyed as a result of fire or any other casualty, to the way such Dwelling Unit existed prior to such fire or other casualty. To the extent insurance proceeds are insufficient to pay for the full replacement of the Dwelling Unit after such fire or other casualty, the Owner shall nevertheless be obligated to fully replace the Dwelling Unit and to pay any cost thereof not covered by insurance proceeds.

11.2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

11.2.1. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their

interest may appear, if any Lot is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

11.2.2. If it is determined, as provided below, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 11.4 below.

11.3. Damage or Destruction.

11.3.1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Elements to substantially the same condition in which it existed prior to the fire or other casualty.

11.3.2. Subject to Section 11.3.4, any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Members of the Association decide within sixty (60) days after the casualty not to repair or reconstruct. Notwithstanding the foregoing, if such damage or destruction occurs during the Development Period, the Common Elements shall be repaired or reconstructed unless Declarant determines not to do so, in its sole discretion. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Elements damage or destruction shall be repaired or reconstructed.

11.3.3. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition.

11.3.4. Notwithstanding anything to the contrary contained in this Section 11.3, if repair or reconstruction of any portion of the Common Elements is required by Oldham County, Kentucky, the provisions of Sections 11.3.2 and 11.3.3 shall not apply, and the Board shall undertake the necessary repair or reconstruction.

11.4. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

SECTION 12.
CONDEMNATION

12.1. If all or any part of the Common Elements shall be taken (or conveyed in lieu of or under threat of condemnation by the Board, acting on behalf of the Association or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed in accordance with Section 12.2.

12.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless at least seventy-five percent (75%) of the total vote of the Association decide otherwise within sixty (60) days after the taking, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board and during the Development Period, Declarant. Notwithstanding the foregoing, if such condemnation occurs during the Development Period, the Common Elements shall be restored or replaced to the extent possible unless Declarant determines not to do so, in its sole discretion. If such improvements are to be repaired or restored, the above damage or destruction which is to be repaired shall apply. If the taking does not require restoration or replacement, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

SECTION 13.
DURATION, AMENDMENT AND TERMINATION

13.1. Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded in the Clerk's Office of Oldham County, Kentucky. Thereafter, the

Restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section 13.

13.2. Amendment or Termination.

13.2.1. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) of all Lots located in the Property; provided that, Declarant's approval is required for any amendment so long as Declarant or a Builder owns a Lot that does not have a Dwelling Unit used as a residence, in Declarant's sole discretion.

13.2.2. The Declaration may be terminated by approval of one hundred percent (100%) of the Owners of all of the Lots. Promptly after the approval of termination of this Declaration, the President of the Board shall cause to be recorded the written instrument of termination executed in properly recordable form by the President of the Association, together with a certificate of the President of the Association that the Owners of at least one hundred percent (100%) of all Lots have approved such instrument.

13.2.3. The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

13.2.4. All Owners and their mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved the provisions of this Section 13 of this Declaration by Declarant and irrevocably designate the Declarant as their proxy and attorney-in-fact to make any amendments without coming back to the Owners or mortgagees for their consent at the time of such amendment during the Development Period. All Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time any instruments and perform any acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this Section.

SECTION 14.
MISCELLANEOUS

14.1. No Reverter. No covenant, condition, restriction, reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

14.2. Assignment. The Declarant reserves the right to assign any or all of its rights and obligations under this Declaration to another person or entity, which shall be recorded by written instrument in the Clerk's Office of Oldham County, Kentucky.

14.3. Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

14.4. Non-liability of Declarant. Declarant, its representatives, successors or assigns, shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, or the Bylaws, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; nor shall they be liable on account of injury to person or damage to or loss of property wherever located however caused.

14.5. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

14.6. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

14.7. Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14.8. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

14.9. Conflict. In the event of a conflict between the Restrictions or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more recent restriction, covenant, condition, easement or other obligation shall control.

14.10. Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, any mortgagee, the Association, its Members, each Owner, each Occupant or Tenant and anyone claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by: (a) Declarant; (b) the Association; (c) the Board and (d) each Owner and anyone claiming under each Owner.

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EXHIBIT A

DEPICTION OF THE PROPERTY

HEATHER RIDGE – SECTION 1

Plat of Heather Ridge Subdivision, Section 1 as recorded at the Oldham County Recorder's office at Plat Book 1, Page 18, Lots 1 – 24 inclusive and Open Space Lot 1000.

EXHIBIT B

OLDHAM COUNTY
R12 PG121

BYLAWS

OF

THE HEATHER RIDGE OWNERS' ASSOCIATION, INC.

**ARTICLE 1
NAME AND LOCATION**

The name of the corporation is **THE HEATHER RIDGE OWNERS' ASSOCIATION, INC.** The principal office of the Association shall be located at 4901 Hunt Road, Suite 300, Cincinnati, Ohio 45242, but meetings of Members and Directors may be held at such places within the State of Ohio or Commonwealth of Kentucky as may be designated by the Board.

**ARTICLE 2
DEFINITIONS**

A. "Association" -- The Heather Ridge Owners' Association, Inc., a Kentucky non-profit corporation, its successors and assigns.

B. "Board" -- the body of Directors appointed by Declarant prior to the Development Period Special Meeting or elected by the Members of the Association at such meeting and thereafter to manage the property and affairs of the Association.

C. "Declaration" -- that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heather Ridge, applicable to the Property and recorded or to be recorded in the Oldham County, Kentucky, Clerk's Office, as the same may be amended from time to time.

F. "Members" -- persons or entities entitled to membership in the Association, as provided for in the Declaration, including all Owners of Lots.

G. "Kentucky Nonprofit Corporation Law" means Chapter 273 of the Kentucky Revised Statutes, as the same may be amended from time to time.

H. Any other capitalized terms used herein, but not defined herein, have the meaning assigned to such terms in the Declaration.

**ARTICLE 3
MEETINGS OF MEMBERS; VOTING**

A. Annual Meetings. The first Annual Meeting of the Members shall be held within one year from the date of incorporation of the Association on such date as the initial Board shall determine. Each subsequent regular annual meeting of the Members shall be within the fourth quarter of each calendar year, upon proper notice, at a date, time, and place from time to time designated by the Board and in accordance with the Declaration and these Bylaws.

B. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote fifty percent (50%) of all of the votes of the Members.

C. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The number of Members present or represented by valid written proxy at any meeting of the Members shall constitute a quorum for such meeting; provided, however, no action required by law, the Articles of the Association, the Declaration or these Bylaws to be authorized or taken by a specified proportion or number of Members may be authorized or taken by a lesser proportion or number.

E. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of the Member's Lot.

F. Voting. Each Member shall be entitled to one vote for each Lot owned by such Member. If a Lot is owned by more than one person or entity, such vote will be cast in the manner as all of the Owners of such Lot may agree amongst themselves and, if they cannot agree, that Lot shall not have a vote recorded.

F. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board who is shown on the Association's books to be delinquent in the payment of any Assessment due to the Association, as set forth in the Declaration.

G. Order of Business. The order of business at all meetings of Members will be as follows:

1. Calling of meeting to order;
2. Roll-call; determination of a quorum;
3. Proof of notice of meeting or waiver of notice;
4. Reading of minutes of preceding meeting;
5. Reports of officers;
6. Reports of committees;
7. Election of Directors (when appropriate);
8. Unfinished or old business;
9. New business; and
10. Adjournment.

ARTICLE 4
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

A. Number. The affairs of this Association shall be managed by a Board of no less than three nor more than five Directors. Qualifications for Directors are set forth in Section 3.2.1 of the Declaration.

B. Term of Office. Directors appointed by Declarant shall serve until their respective successors are appointed and qualified. At the Development Period Special Meeting and at each Annual Meeting thereafter, the Members shall elect the Directors. The terms of the Directors elected at the Development Period Special Meeting shall be staggered, with at least one of the Directors serving a one-year term, at least one of the Directors serving a two-year term, and at least one of the Directors serving a three-year term. At each annual meeting thereafter, the Members shall elect new Directors whose term shall be three years, to replace the Directors whose terms are expiring.

C. Removal. Any Director elected by the Members may be removed from the Board, with or without cause, by a Majority Vote of the Members. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the newly selected Director's predecessor.

D. Compensation. No Director shall receive compensation for any services rendered to the Association; provided, however, that Directors may be reimbursed for actual expenses incurred in the performance of their duties.

E. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval, including by means of email and other electronic communications, of all or a majority of the Directors. All voting requirements for passage shall be the same as for an in-person vote. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5
NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. At the end of the Development Period, as provided in the Declaration, nomination for election to the Board shall be made from the Members at the Development Period Special Meeting and at each subsequent Annual Meeting.

B. Election. Election to the Board may be by secret written ballot but such ballot is not required. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6
MEETINGS OF DIRECTORS

A. Regular Meetings. Regular meetings of the Board shall be held at such place and time as may be fixed from time to time by resolution of the Board, but not less than semi-annually.

Notwithstanding the forgoing, during the Development Period, the Board may meet as needed whether or not semi-annually.

B. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, by any two Directors, or by fifty percent (50%) of the Members after not less than three (3) days' notice to each Director.

C. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business by the Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers. The Board shall have the following powers:

1. To adopt, publish, enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions, including without limitation establishing penalties or fines for the infraction thereof.

2. To adopt and enforce rules that regulate maintenance, repair, replacement, modification and appearance of the Common Elements.

3. To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice, for infraction of published rules and regulations.

4. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

5. To declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board.

6. To enter into contracts and incur liabilities in relation to the operation of the Property, and to grant permits, licenses, and easements over the Common Elements for purposes deemed to be reasonably necessary, useful or desirable.

7. To employ or hire a Manager, independent contractors, attorneys, accountants, independent professionals and employees or such other employees as the Board deems necessary or desirable in the management of the Property and the Association, and to the Board shall prescribe their respective duties.

8. To commence, defend, intervene in, settle or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two or more Owners and relates to matters affecting the Property.

9. To acquire, encumber, and convey or otherwise transfer real and personal property.

10. To levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners as such services are deemed necessary or appropriate in the Board's sole discretion.

B. Duties. The Board shall have the following duties:

1. To keep or cause to be kept a complete record of all its acts and corporate affairs including records of receipts and expenditures relating to the Common Elements and records of collection of Assessments for Common Expenses, and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by at least fifty (50%) of the Members who are entitled to vote for such special meeting.

2. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

3. To keep minutes of meetings of the Association and of the Board.

4. To keep records of the names and addresses of all Owners in the Subdivision.

5. With respect to Assessments:

a. To determine the budget for Common Expenses and to fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each General Assessment period.

b. To send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each General Assessment period.

c. To foreclose the lien against any Lot for which Assessments are not paid within thirty (30) days after the date due, or to bring an action at law against the Owner personally obligated to pay the same as deemed necessary by the Board, in its sole discretion.

6. To issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these statements. If a statement indicates that an Assessment has been paid, then such statement shall be conclusive evidence of such payment.

7. To procure and maintain the insurance described in the Declaration.

8. To maintain, or cause the maintenance of, the Common Elements as provided in the Declaration.

ARTICLE 8
DIRECTORS AND THEIR DUTIES

A. Enumeration of Directors. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The office of Vice President is optional.

B. Election of Directors. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

C. Term. The Directors of this Association shall be elected annually by the Board, and each shall hold office for one year or until their respective successors are duly elected and qualified, unless an officer shall sooner resign, be removed, or otherwise become disqualified.

D. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any Director or officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Director or officer appointed to such vacancy shall serve for the remainder of the term of the Director or officer being replaced.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section D of this Article.

H. Duties. The duties of the Directors are as follows:

1. President -- The President shall preside at all meetings of the Board; shall see that orders and resolution of the Board are carried out; shall sign all contracts, notes, leases, mortgages, deeds and other written instruments.

2. Vice President -- If a Vice President is elected by the Board, the Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

3. Secretary -- The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.

4. Treasurer -- The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of account and shall prepare an annual budget and a statement of income and expenditures to be presented to be Members at their regular Annual Meeting, and deliver a copy of each to the Members.

ARTICLE 9 COMMITTEES

The Board shall appoint committees from time to time as it deems appropriate to carry out its purposes.

ARTICLE 10 BOOKS AND RECORDS

The books, records, and papers of the Association shall be subject to inspection and copying by any Member or Director, or their designee, as provided in the Declaration.

ARTICLE 11 ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all Assessments. Assessments are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments, which are not paid when due, shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or such other rate as determined by the Board, not to exceed the highest rate permitted by law, and shall also be subject to a \$25 late charge (subject to increase by the Board from time to time). The Board may also charge a reasonable charge for any check returned to the Association as unpaid for insufficient funds or stop payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid Assessment. No Owner may waive or otherwise escape liability for any Assessments by nonuse of the Common Elements or abandonment of the Owner's Lot.

ARTICLE 12 AMENDMENTS

A. These Bylaws may be amended at a regular or special meeting of the Members, by a Majority Vote of Members. Any amendment to these Bylaws shall be recorded in the Oldham County, Kentucky Clerk's Office; together with a certification of the Secretary of the Association that amendment was duly adopted by a Majority Vote of the Members at a meeting of the Members.

B. For as long as Declarant or a Builder owns at least one (1) Lot with a Dwelling Unit that is not a residence, no amendment may be made to these Bylaws without the express written consent of Declarant.

**ARTICLE 13
MISCELLANEOUS**

A. The fiscal year of the Association shall begin on the January 1 and end on December 31 each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

B. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

C. To the fullest extent permitted by Kentucky Nonprofit Corporation Law, the Association shall indemnify its Directors and officers. The Association may, to such extent and in such manner as is determined by the Board, but in no event to an extent greater than is permitted by Kentucky Nonprofit Corporation Law, indemnify any employees or agents of the Association permitted to be indemnified by the provisions of the Kentucky Nonprofit Corporation Law.

D. The caption of each Article and Section of these Bylaws is included only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of these Bylaws.

E. If any article, section, paragraph, sentence, clause or word in these Bylaws is held by a court of competent jurisdiction to be in conflict with any law of the Commonwealth of Kentucky, then the requirements of such law will prevail, and the conflicting provision or language will be deemed void in such circumstance; provided that the remaining provisions or language of these Bylaws will continue in full force and effect.

ACTION OF INCORPORATOR

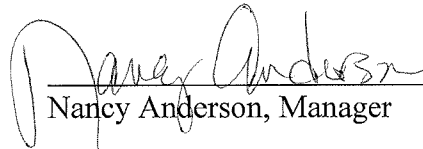
OLDHAM COUNTY
R12 PG129

OF

THE HEATHER RIDGE OWNERS' ASSOCIATION, INC.

The undersigned, being the sole incorporator of The Heather Ridge Owners' Association, Inc., a Kentucky nonprofit corporation (the "Corporation"), states that the Articles of Incorporation and the Original Appointment of Statutory Agent of the Corporation were duly filed with the Kentucky Secretary of State on June 26, 2015.

Furthermore, the undersigned hereby adopts the attached Bylaws for the governance of the Corporation.



Nancy Anderson, Manager

FBT LLC, Incorporator

DOCUMENT NO: 505102
RECORDED: February 08, 2016 02:40:00 PM
TOTAL FEES: \$136.00
COUNTY CLERK: JULIA K BARR
DEPUTY CLERK: NANCY DONNER
COUNTY: OLDHAM COUNTY, KY
BOOK: R12 PAGES: 86 - 129