

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TOWN & COUNTRY PATIO HOMES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWN & COUNTRY PATIO HOMES (the “Restrictions”), is made on November 30, 2017, by special vote of the applicable Lot owners of Town ‘N’ Country, Section XI (a/k/a Town & Country Patio Homes), with a principal office and place of business in Shelbyville, KY 40065. Woodfield, Inc., a Kentucky corporation, and Donald Hamilton, Inc., a Kentucky corporation, execute these Restrictions to acknowledge transfer of control of the Association (as defined herein) to the Lot owners.

RECITALS

A. Pursuant to Deed dated August 2, 2002, of record in Deed Book 421, Page 527, in the Shelby County Clerk’s Office, Next Generation LLC, a Kentucky limited liability company, conveyed to Donald Hamilton, Inc., a Kentucky corporation, certain property located in Town and Country Subdivision, as more particularly described therein.

B. Pursuant to Deed dated December 13, 2005, of record in Deed Book 479, Page 520, in the Shelby County Clerk’s Office, Donald Hamilton, Inc., conveyed the above-described property to Woodfield, Inc., a Kentucky corporation.

C. On or about June 26, 2006, the Donald Hamilton, on behalf of Donald Hamilton, Inc. and Woodfield, Inc. (collectively, the “Developer”) caused to be recorded the Final P.U.D. Certificate Sheet Town ‘N’ Country, Section XI, of record in Plat Cabinet 7, Slide 328, in the Shelby County Clerk’s Office (the “Development”).

D. On or about June 26, 2006, Donald Hamilton, Inc., executed that certain Declaration of Covenants, Conditions and Restrictions Town & Country Patio Homes, of record in Deed Book 487, Page 650, in the Shelby County Clerk’s Office (the “First Restrictions”).

E. On or about August 31, 2006, Woodfield, Inc., the actual owner of the Property, executed that certain Declaration of Covenants, Conditions and Restrictions Town ‘N’ Country Subdivision, Section XI a/k/a Town & Country Patio Homes, of record in Deed Book 490, Page 439, in the Shelby County Clerk’s Office (the “Second Restrictions”).

F. On or about January 25, 2007, Donald Hamilton organized the Town & Country Patio Homes Homeowners Association, Inc., a Kentucky non-profit corporation (the “Association”).

G. The Development is nearing completion and the Developer has transferred to the Lot owners the control and management of the Association and the Lot owners have accepted such control and management of the Association.

H. The Lot owners further desire to amend, restate and replace the First Restrictions and Second Restrictions with these Restrictions.

NOW, THEREFORE, Association declares that all of the property described in these Restrictions shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions that are for the purpose of protecting the value and desirability of the real property described herein. The easements, restrictions, covenants and conditions shall run with such real property and be binding on all parties having any right, title or interest in such real property, their heirs, executors, successors and assigns, and shall inure to the benefit of each owner.

1. **Existing Property.** The real property that is subject to these Amended and Restated Restrictions is located in Shelby County, Kentucky, and known as Town 'N' Country, Section XI (a/k/a Town & Country Patio Homes), as more particularly described on **Exhibit A**, attached hereto and incorporated herein (including all amendments to the plat, the "Property"). Each of the lots/units reflected on **Exhibit A** shall be referred to herein as a "Lot" and collectively as the "Lots."

2. **Primary Use Restrictions.** No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single-family dwelling. Said single-family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family, not to exceed two stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit. At least one owner must occupy the Lot that he or she owns, unless extraordinary circumstances exist or unless a Lot is owned by another party, trust or entity for legitimate estate planning purposes. Lot owners desire that the Lots not be owned solely for investment/business purposes. Specifically, the Lots shall not be leased by Lot owners to others, unless extraordinary circumstances exist. In all cases, the Association must approve any lease or licensing of the Lots by any owner.

3. **Approval of Construction Plans.** No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any Lot nor shall the original exterior architecture, design or color of the structure on any Lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by the Association or by any person or association to whom it may assign the right. All additions, alterations or improvements approved by the Association or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Notwithstanding the foregoing, the Developer shall not need approval of the Association to complete the initial development of the Lots, provided such development and construction is consistent with the Development as a whole.

4. **Nuisances.** No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance to the Development.

5. **Use of Other Structures, Garages and Vehicles.**

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

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

(c) No trailer, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage. No automobile that is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year. Furthermore, no vehicle determined to be objectionable or unsightly by the Association (in its sole but reasonable discretion) shall be parked at anytime on any street or any portion of a Lot except in a garage.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in the Town & Country Development.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance and exit of vehicles and persons.

6. **Animals.**

(a) No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All Lot owners and residents are responsible for the proper licensing, care and control of their pets.

(b) Lot owners, residents and visitors shall adhere to the following: (i) follow all state and local laws and regulations regarding pets; (ii) confine pets to the Lot owned or occupied by such pet's owner or control such pet by a leash while in the common areas; (iii) keep pets out of landscape and mulched areas; (iv) immediately remove animal waste from yards or common areas; (v) keep pets inside the Unit, except when the pet owner is outside with the pet for reasonable reasons; and (vi) prevent their pets from causing a nuisance (noise or otherwise) or causing or threatening harm to other persons or pets.

7. **Mail and Paper Boxes, Hedges and Fences, Ornamental Gardens, etc.**

(a) A mailbox and paper holder selected by the Association will be placed at the locations selected by the Association and no other mailbox or paper holder shall be permitted.

(b) No hedge or fence shall be placed or planted on any Lot unless the design and placement of such plantings are approved in writing by the Association or by any person or association to whom it may assign the right. Fence material to be of wood, masonry, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

(c) The Association reserves the right to place a fence on the outer perimeter of the subdivision or, to replace existing wire or wood fences. Fences placed will be the responsibility of adjacent Lot owners for maintenance and repairs.

(d) No in-ground or above-ground swimming pools shall be erected or placed on any Lot.

(e) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain on any Lot except that small flower gardens may be permitted provided the size, placement and design are approved in writing by Association or by any person or association to whom it may assign the right.

(f) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Association or by any person or association to whom it may assign the right.

(g) No exterior antennae or satellite dishes for transmission or reception shall be erected or placed on any Lot except for receiver dishes from direct signal televisions. Such receiver dishes shall not exceed twenty-four (24) inches in diameter and the Association shall approve the placement of such dishes. The Association may withhold its approval for any reason whatsoever.

(h) No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such manner so that the window treatments appear to be white from the exterior of the dwelling.

8. Clothes Lines. No outside clothes lines shall be erected or placed on any Lot.

9. Business, Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and the like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or paragraph (1) hereof, a new house may be used by the builder thereof or Developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

10. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and Lot number as allowed by applicable zoning regulations.

11. Drainage. Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. No homeowner shall make changes to the Lot that alter Developer's drainage slopes and specifications. If drainage is blocked or altered by the homeowner, he or she shall correct the problem at the homeowner's expense.

12. Underground Utility Service.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Kentucky Utilities point of delivery to customer's building, and title to the service lines shall remain and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located. Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be may be any person or Lot owner without the express consent on LG&E and Bell South and their respective successors and assigns.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities. Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reversed to each Lot owner shall include easements for the installation, operation and maintenance of cable television service to the Lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

13. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Such containers must not be stored outside or otherwise in public view except on days of trash collection. If trash is placed on Lot, owner must remove within thirty (30) days.

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

15. Insurance Required. The owner of each Lot shall insure all improvements, existing or hereafter placed upon the Lot against loss by fire, tornado, and such other hazards, casualties and contingencies, and at a minimum in such amounts for replacement value of that structure. Each owner shall maintain liability insurance for any Lot or residence owned by such owner.

16. Obligation to Maintain, Repair and Rebuild. Owners shall, at their sole cost and expense, maintain and repair the interiors and exteriors of their Lot and residence, keeping same in condition comparable to that at the time of initial construction. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to these Restrictions and shall be treated as an addition, alteration, or improvement under paragraph (3) above. In the event that more than one Unit or related party wall is damaged, the affected Lot owners and the Association shall cooperate to ensure that the Unit is repaired/reconstructed consistent with this section.

17. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive ten (10) year periods. These restrictions may be cancelled, altered or amended at any time by the affirmative action of seventy-five percent (75.0%) of those persons entitled to vote pursuant to the Articles of Incorporation of the Association or its Bylaws. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

18. Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity brought by any owner, by a property owners association or a maintenance association to be formed under paragraph (20) as set out below or by Developer itself against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages. The following SCHEDULE OF FINES and ENFORCEMENT POLICY shall be used:

<p>SCHEDULE OF FINES</p> <p>General restrictions:</p> <ul style="list-style-type: none">• Animal/Pet Compliance Violation (Section 6): \$25 for each occurrence• Landscape Maintenance Violation (Sections 7 and 8): \$25 per week for first occurrence, \$50 per week for continued violation

- **Parking or Vehicle Violation (Section 5):** \$25 for first occurrence, \$50 for subsequent occurrences of the same offense
- **Nuisance Violation (Section 4):** \$25 for first occurrence , \$50 for subsequent occurrences
- **Signage Violation (Section 10):** \$25 per day for each occurrence
- **Trash Container Compliance Violation (Section 13):** \$25 per week for each occurrence

The above list is neither complete nor comprehensive. All other violations of the Declarations, Conditions and Restrictions for Town & Country Patio Homes Homeowner Association not listed or specified above may result in reasonable fines that may be consistent with the above schedule.

Primary use restrictions (Section 2): In general, for any violation not specifically listed above that is covered by the use restrictions listed in Section 2 of the CC&Rs, including any amendments to the CC&Rs, the Board may assess a fine for each violation that is consistent with the above schedule. To the extent that any federal or state law or local ordinance may make the restriction unenforceable, no fine shall be imposed.

Architectural restrictions (Section 3 and ALRC Provisions):

- **Application for architectural change:** \$125 for each failure to submit an ALRC application. An ALRC application must be submitted and approved before any architectural improvements can be made.
- **Failure to cease work until approval is obtained:** If an owner fails to cease work upon receipt of a written notice from the Board to cease work until the required approval is obtained, the Board may assess an additional fine of \$500.
- **Removal of unapproved alteration:** The Board may establish a reasonable deadline for the removal of a non-approved structure or alteration, and notify the violating owner in writing of the deadline. If an owner fails to remove the non-approved structure or alteration within 14 days after the deadline established by the Board, the Board may assess an additional fine of \$100 per day, not to exceed \$1,500 per violation. This fine schedule does not preclude the Board from obtaining an injunction or court order to compel compliance.

ENFORCEMENT POLICY

General and Use restrictions

- **First violation:** After an alleged violation has been confirmed by the Board, a courtesy letter will be sent through regular mail citing the specific violation(s) and requesting correction of said violation(s) immediately upon receipt of letter, in no case more than 48 hours, unless agreed upon.
- **Continuing violation:** After one week if the violation has not been corrected, the Board may impose a continuing monetary penalty, assessed on a weekly basis, as laid out in the above Fine Schedule without additional notice, until the infraction or violation has been remedied. (A continuing violation is a violation of an ongoing nature that has not been corrected.)

Architectural restrictions

- **First Violation:** After an alleged violation has been confirmed by the Board, a courtesy letter will be sent through regular mail citing the specific violation(s) and requesting correction of said violation(s) within 7 days.
- **Continuing Violation:** After one week from the first letter being sent if the violation has not been corrected, a letter will be sent to the homeowner via certified mail giving notice of a \$125.00 fine. The Board may impose a continuing monetary penalty, assessed on a weekly basis, as laid out in the above Fine Schedule without additional notice or hearing, until the infraction or violation has been remedied. (A continuing violation is a violation of an ongoing nature that has not been corrected.)

Due Date and Interest: The Board shall establish a reasonable due date for any fine which is assessed, and shall notify the owner in writing of the due date. No fine shall be due earlier than 30 days after its assessment.

Any fine not paid within 15 days after the established due date shall accrue interest at the annual rate of 10%, with such interest to commence upon the established due date.

Collection: If a fine is not paid within 30 days after its due date, the Board may seek to recover a money judgment against the owner for amount of the fine, together with interest and costs of collection, including reasonable attorney fees.

19. Invalidation. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

20. Residents Association.

(a) The Articles of Incorporation and Bylaws of the Association shall establish a Board of Directors and officers and the duties for which they are responsible shall be described therein. Every owner of a Lot shall be a Class A member of the Association and by acceptance of a deed for any Lot agrees to accept membership in, and does hereby become a Class A member of the Association. Such Owner and member shall abide by the Association's Bylaws, rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members. Every Lot owner, by acceptance of a deed for any Lot, acknowledges the need and purpose for the common maintenance of the Development and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph. The Association may establish at its discretion various committees to regulate any construction, external appearance, permanent landscape and property improvements in such a manner as to comply with a community-wide standard, to best preserve and enhance property values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

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

(d) The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of the Development and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein, and improving and maintaining the property including but not limited to repair, replacement painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits, and for the cost of labor equipment, materials, management and supervision thereof.

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

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

(g) If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then owner, his or her heirs, devisees, personal representatives and assigns. An officer of the Residents Association shall have the power to file or record a notice of lien, or *lis pendens*, in the Shelby County, Kentucky Clerk's Office. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation and shall be enforceable against the then owner.

(h) If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the Association may bring legal action against the owner

personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action.

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

(j) The Common Areas shall be exempt from the assessments and the charge and lien created hereby.

21. Common Walls and Roofs. The entire roof of a building that covers two or more Lots, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as “common roofing.”

(a) The Lots comprising each building are single family attached units with common walls, known as “party walls,” between each Lot that adjoins another Lot. The center line of a party wall is the common boundary of the adjoining Lot.

(b) Each common wall in a building shall be a party wall, and any party to said wall, his or her heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term “use” shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

(c) If a roof or party wall is damaged through an act of God or other casualty, the affected owner shall promptly have his or her Lot repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Lot building. In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a Lot owner, any expense incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the Lot owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Lot owner for the costs of such repair and reconstruction.

(d) The cost of maintaining each side of a party wall shall be borne by the Lot owner using said side.

(e) It is anticipated that the roofs of all homes will at some point deteriorate to the point where replacement is recommended. These components will need to be replaced, not necessarily at the same time. The cost of replacement of the roof, fascia, gutter and soffit will be the responsibility of the Lot owner. All owners within a building will cooperate with the Association on roof replacement. In reaching the final determination the Board of Directors may consult a qualified engineer for advice. The cost of the engineer's report will be borne by all owners of the building. The decision of the Board of Directors will be final. The Association will establish the design and specifications of the new roof and approve a qualified contractor to provide and install said roof according to community-wide standards. If agreement on replacing the roof cannot be reached between the owners and the Association, the Association may replace the roof and assess the non-agreeing owners of the units a Special Assessment. If the assessment is not paid, the Association may file a lien against the owner(s) and their Lot(s) as per Section 20 above.

22. Maintenance Obligations. The Association will maintain the common areas which shall include the open space, sidewalks and signature walls which are an integral part of the subdivision community and development. The Association shall also care for lawns, trim the shrubs and mulch as needed in the areas originally designated by the Developer for mulching (i.e., the areas beneath the front windows and along the entrance walkways, including the area around each tree originally planted in the yard of each Lot). The Association shall provide for snow removal from the driveway of each Lot. No Lot owner shall mow or cut any grass on the Property at any time; this being a function of the Association to maintain the uniform appearance of the Development. It is furthermore provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants Conditions and Restrictions shall be amended, altered, modified, or cancelled, then in such event the Lot owners shall continue to be obligated to maintain the common areas at Patio Homes unless and until the said common areas shall have been transferred to and accepted by a governmental agency for upkeep and maintenance. No common areas shall be dedicated to a unit of local government without the acceptance of the unit of local government involved. The provisions contained in this paragraph shall not be amended by the Association.

23. Professional Management. Under the direction of the Board, a professional Management Company is retained to manage the property and the issues of the Lot owners. The Management Company is authorized to act on behalf of the Board and will monitor all maintenance activities, is responsible for collecting all monthly fees from the Lot owners, and will maintain adequate and sufficient financial transactions as is reasonably required to protect the Association's assets.

WITNESS the signature of the Developer by its duly authorized officer on this 30th day of November, 2017.

TOWN & COUNTRY PATIO HOMES
HOMEOWNERS ASSOCIATION, INC.

This instrument prepared by:

Matthew H. Chandler
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