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BYLAWS
OF
THE VILLAGE AT INDIAN FALLS CONDOMINIUM ASSOCIATION, INC.

1. GENERAL.

1.1 Description and Name. These are the Bylaws of The Village at Indian Falls Condominium Association, a Kentucky nonprofit corporation ("Association"), which is to be composed of each owner of a Unit in The Village at Indian Falls Condominium, single-family homes in a Condominium Community Project ("Condominium"), as created by a Master Deed (the "Master Deed") dated September 29, 2003, made by Dominion Homes of Kentucky, Ltd. (the "Declarant"), recorded in Deed Book ____, Page ____, in the Office of the Clerk of Jefferson County, Kentucky. Certain capitalized terms used herein without definition shall have the meaning ascribed to them in the Master Deed.

1.2 Purposes of Association. The Association, acting in accordance with the Master Deed, the Articles of Incorporation of the Association ("Articles"), and these Bylaws, and through its officers, and through the Board of Directors of the Association ("Board"), shall govern the affairs of the Condominium and provide for the harmonious use thereof.

1.3 Office. The office of the Association and of the Board shall be located initially at 10035 Forest Green Boulevard, Louisville, Kentucky 40223, and thereafter at such other office as the Board may determine from time to time.

1.4 Registered Office. The Association shall maintain a registered office in the Commonwealth of Kentucky as required by Kentucky law. The address of the registered office may be changed from time to time by the Board.

1.5 Members' Qualifications. Each owner of record of any Unit, and only such owner of record, shall be a member of the Association ("Member"). Any person or entity, on becoming a record owner of a Unit, shall automatically become a Member and be subject to these Bylaws, and such membership shall terminate without any formal action by the Association when such person or entity ceases to be a record owner of a Unit, but such termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of such membership or impair any rights and remedies which the Association or others may have against such former Unit owner arising out of or connected with such former Unit owner's membership in the Association.

1.6 No Capital Shares. The Association shall have no capital shares or shareholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of the Association's gain, profit or property inure to the incorporators thereof, nor officer or

director, but the Association's entire gain, profit, net earnings and property shall be devoted exclusively to the purposes set out in Article II of the Articles.

2. MEMBERS.

2.1 Annual Meetings. Regular annual meetings of Members shall be held in the second calendar quarter of each year hereafter, at such time and date as shall be specified by the Board. At such meetings, the Board shall be elected in accordance with the provisions of these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

2.2 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association as set forth in Section 1.3, or at such other place reasonably convenient to the Members as may be designated by the Board.

2.3 Special Meetings. The President of the Association ("President") shall call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed and presented to the "Secretary" (as hereinafter defined) by Members entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, or as otherwise required under these Bylaws or the Master Deed. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.4 Notice of Meetings. The Secretary or the President, or Vice President of the Association ("Vice President"), shall mail to each Member a notice of each annual meeting and of each special meeting of the Members, at least five (5) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. Any Member may waive notice of any and all meetings in writing before or after a meeting, and such waiver shall be deemed equivalent to the giving of notice. A Member's attendance at a meeting without objection to such Member's not having received proper notice of the meeting shall be deemed a waiver of the right to receive notice of that meeting.

2.5 Quorum; Adjournment. The Members present, in person or by proxy, at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

2.6 Voting Rights. Each Member shall be entitled to one vote for each Unit owned in fee simple, and, in the case of a Unit owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Unit for failure to pay

assessments when due, or for failure to observe other of the terms hereof, the Master Deed, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

2.7 Voting Power. A majority of the voting power of Members voting on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts' Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided in the Condominium Organizational Documents or by law.

2.8 Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Member, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

2.9 Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of Members, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents or by law.

3. BOARD OF DIRECTORS.

3.1 Directors. The initial directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant. Thereafter, at annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Members, by the vote of Members exercising not less than a majority of the voting power of Members, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

3.2 Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove,

with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Members as provided in the Master Deed.

3.3 Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Member or a designated officer of an entity that is a Member, and such Member must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

3.4 Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

3.5 Election. Unless there are no more nominees than vacancies, election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

3.6 Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

3.7 Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

3.8 Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days' notice to each Director.

3.9 Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

3.10 Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 3.9 above, shall be sufficient to determine that matter.

3.11 Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

3.12 Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Master Deed;
- (c) enforce the covenants, conditions and restrictions set forth in the Master Deed;
- (d) fulfill the repair and maintenance responsibilities of the Association set forth in the Master Deed;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Master Deed;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Members, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;
- (g) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more

agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

3.13 Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-half (½) or more of the voting power of Members;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Master Deed, to establish, levy, enforce and collect assessments;

(e) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(f) procure and maintain insurance and bonds as provided in the Master Deed, and as the Board deems advisable, and monitor and enforce the maintenance of fire and extended coverage insurance on Units by Members;

(g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Master Deed;

(h) cause the restrictions created by the Master Deed to be enforced; and

(i) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

3.14 Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This

delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Members other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Members other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Members at the time entered into under the circumstances then prevailing.

4. OFFICERS.

4.1 Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer other than the President need be a member of the Association, nor need any officer be a Director. The same person may hold more than one office.

4.2 Selection and Term. Except as otherwise specifically provided in the Master Deed or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

4.3 Special Appointments. 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.

4.4 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any 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 the acceptance of such resignation shall not be necessary to make it effective.

4.5 Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

5. **COMMITTEES**. The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

6. **BOOKS AND RECORDS**. The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Members, lenders, and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium.

7. **AUDITS**. The Association (through its Board) shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year when deemed desirable by the Board, and, in any event, within a reasonable time (no later than 120 days of the Association's fiscal year-end) following a written request (1) from any institutional first mortgage lender, insurer, or guarantor, or appropriate government agency which has an interest or prospective interest in the Condominium, or (2) upon the affirmative vote of Members exercising a majority of the voting power of Members.

8. **FISCAL YEAR**. Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

9. **AMENDMENTS**. Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Deed, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Jefferson County Clerk's office.

08260PG0854

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the ___ day of August, 2003.

DOMINION HOMES OF KENTUCKY, LTD.

By: Dominion Homes of Kentucky GP, LLC

By: _____
Stephan M. George, President

("Declarant")

Exhibit C
Legal Description of Condominium Property

The land referred to in this Commitment is situated in the County of Jefferson, State of Kentucky, and is more particularly described as follows:

BEING Revised Tract 1 as shown on Minor Subdivision Plat approved by the Louisville and Jefferson County Planning Commission on February 13, 2002, under Docket #033-01, of record in Plat Book 47, Page 29, in the Office of the Clerk of Jefferson County, Kentucky.

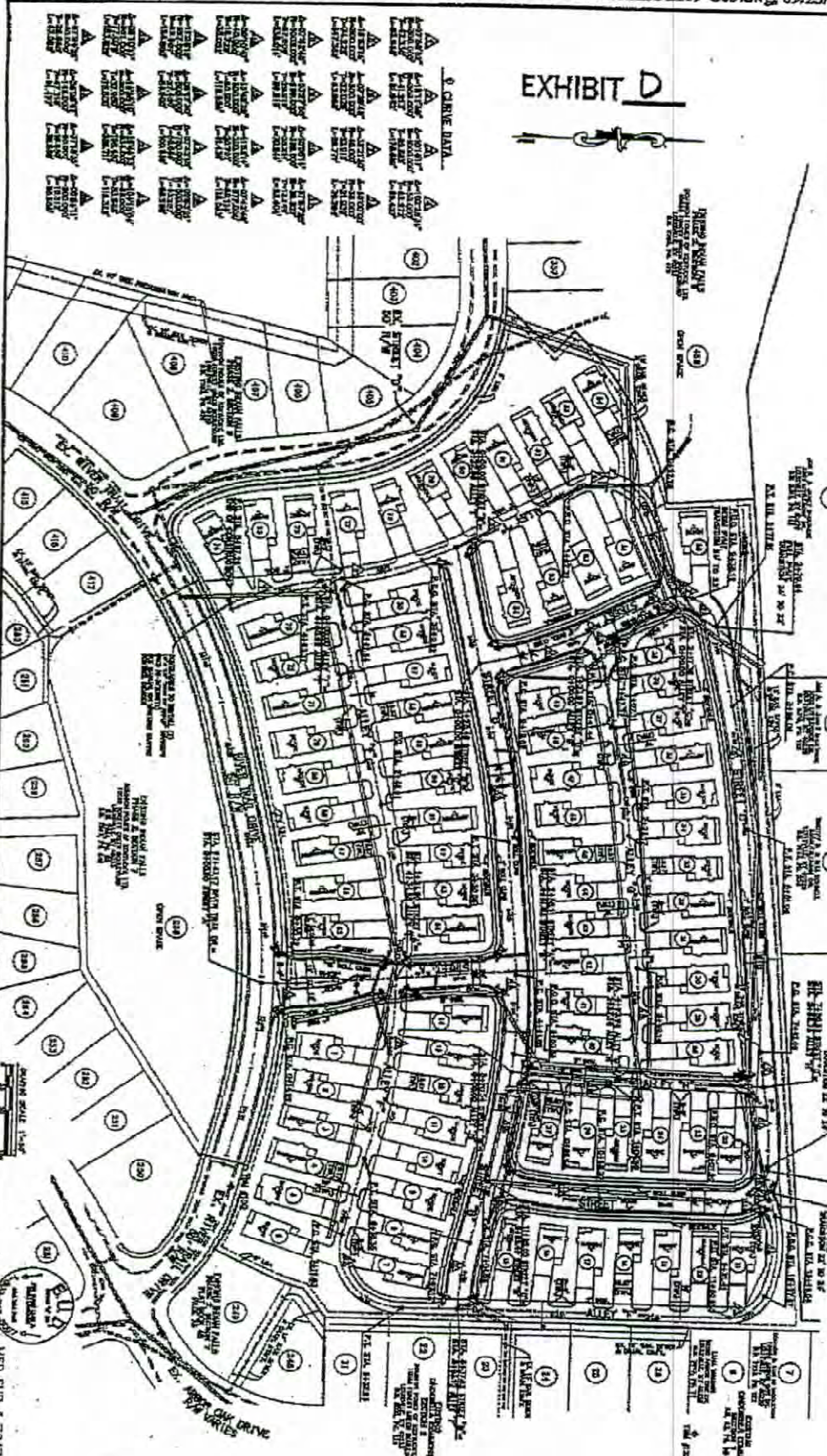
BEING the same property acquired by Dominion Homes of Kentucky, Ltd., by Deed dated January 9, 2003, of record in Deed Book 8044, Page 251, in the Office of the Clerk of Jefferson County, Kentucky.

08260P60856

EXHIBIT D



- ### PARKING SUMMARY
- | TYPE OF PARKING | NO. SPACES |
|-----------------|------------|
| STREET PARKING | 158 SPACES |
| TOTAL | 158 SPACES |
- ### NOTES:
1. THIS PLAN IS A GENERAL PLAN AND NOT A FINAL PLAN. IT IS SUBJECT TO THE APPROVAL OF THE CITY OF INDIAN FALLS AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION. THE CITY OF INDIAN FALLS AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION SHALL HAVE THE FINAL SAY IN THE MATTER OF THE CITY OF INDIAN FALLS AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION.
 2. ALL DIMENSIONS SHOWN IN PAVED AREAS ARE TO FACE OF PAVEMENT.
 3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND. ALL UTILITIES ARE SHOWN ON THE PLAN.
 4. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF INDIAN FALLS ZONING ORDINANCES AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
 5. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF INDIAN FALLS ZONING ORDINANCES AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
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20. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF INDIAN FALLS ZONING ORDINANCES AND THE KENTUCKY DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

LAYOUT PLAN THE VILLAGES AT INDIAN FALLS CONSTRUCTION PLAN	OWNER/DEVELOPER DOMINION HOMES OF KENTUCKY, LTD. 10035 FOREST GREEN BOULEVARD LOUISVILLE, KY. 40223 (502) 426-4533	MSA Mindel, Scott & Associates, Inc. Planning • Engineering • Architecture
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