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**AMENDMENT TO RESTRICTIVE COVENANTS FOR
WORTHINGTON PLACE SUBDIVISION**

THIS AMENDMENT TO RESTRICTIVE COVENANTS FOR WORTHINGTON PLACE SUBDIVISION (the "Amendment") is made and entered into on this the 19th day of June, 2003 by BALL HOMES, INC., a Kentucky corporation, with an address of 3399 Tates Creek Road, Lexington, Kentucky 40502, as the sole owner and developer of the real property to which this Amendment pertains.

WITNESSETH:

WHEREAS, Ball Homes, Inc. ("Developer") entered into Restrictive Covenants for Worthington Place Subdivision which are of record in Deed Book 8073, Page 229, in the Jefferson County Clerk's office (the "Restrictions"); and

WHEREAS, as of this date, none of the "Property", as such is defined in the Restrictions, has been transferred, and Developer remains the sole owner of such Property; and

WHEREAS, Developer desires to enter into this Amendment in order to bind additional lots in Worthington Place Subdivision to the terms and conditions of the Restrictions.

NOW, THEREFORE, for and in consideration of the original Restrictions and the amendment thereto included herein, the sufficiency of consideration being acknowledged hereby by Developer, Developer hereby amends and modifies the Restrictions as follows:

1. The term "Property", as such is used throughout the Restrictions, shall hereafter mean and refer to Section 1 of the Worthington Place Subdivision, as shown on the subdivision plats of same of record in Plat Book 48, at Pages 77 and 78, and the Minor Subdivision Plat, approved on July 2, 2003 and Docket No. 106-03 as well as any amendments thereto, in the office of the Jefferson County Clerk.
2. The Restrictions, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by Developer as of the date and year first written above.

BALL HOMES, INC.,
a Kentucky corporation

BY: Rico A. G.
ITS: LOUISIANA OPERATIONS MANAGER

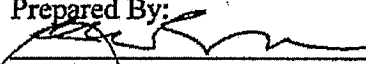
Rico A. G.

STATE OF KENTUCKY
COUNTY OF FAYETTE)

The forgoing Amendment was on this the 14 day of ~~June~~^{July}, 2003, acknowledged before me by Rocco Pignesi as Gen. Operations Manager for and on behalf of Ball Homes, Inc., a Kentucky corporation.

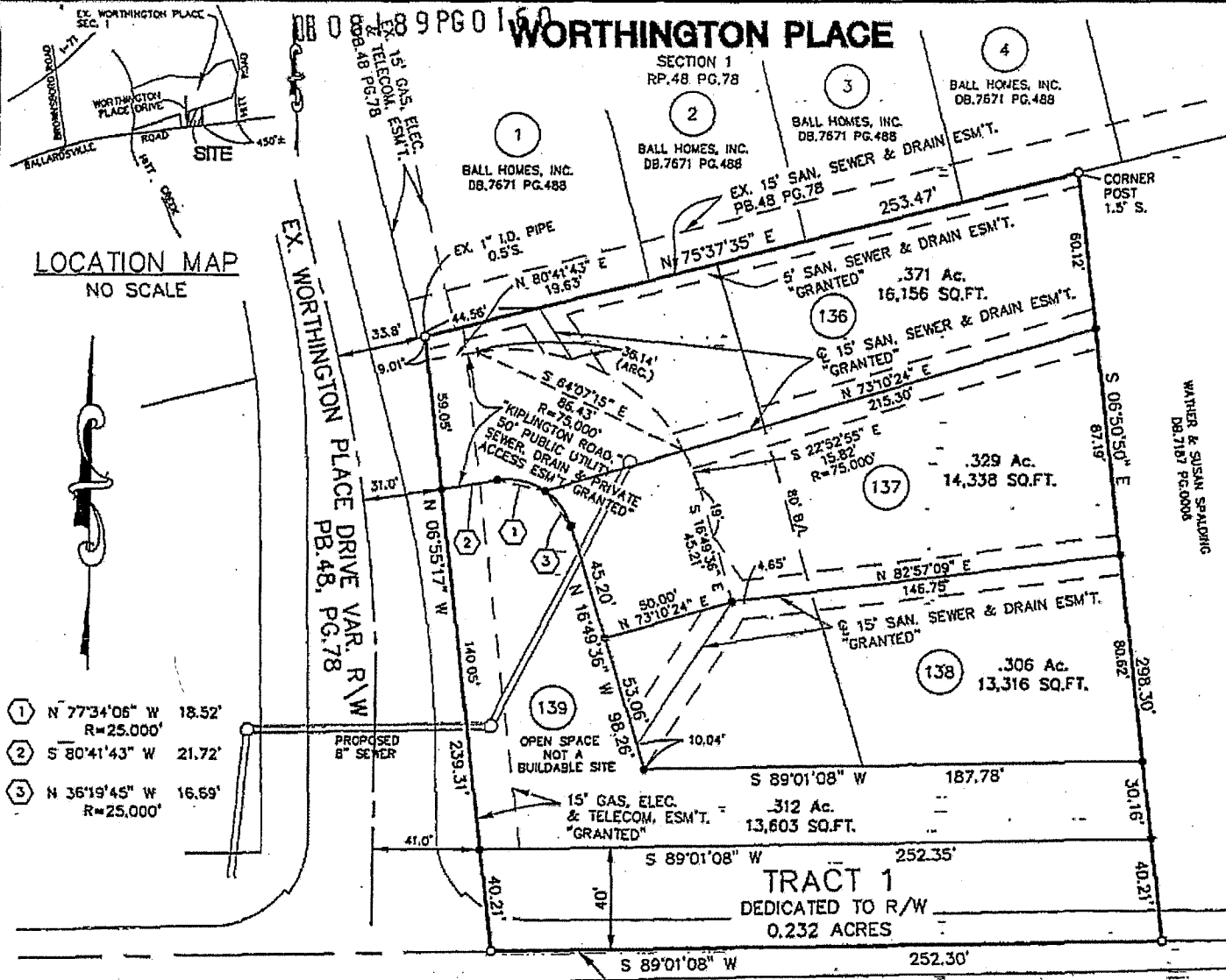
Judy Long
NOTARY PUBLIC
My Commission Expires: 8-29-04

Prepared By:


Jonathan R. Norris, Esq.
3399 Tates Creek Road
Lexington, Kentucky 40502
(859) 268-1191

Amendment - Worthington Place

WORTHINGTON PLACE



LOCATION MAP
NO SCALE

- ① N 77°34'06" W 18.52'
R=25,000'
- ② S 80°41'43" W 21.72'
- ③ N 36°19'45" W 16.69'
R=25,000'

NOTES:

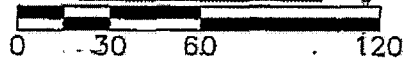
- 1.) THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2.) ALL OPEN SPACES, TRAFFIC ISLANDS AND LANDSCAPED AREAS TO BE MAINTAINED BY THE DEVELOPER, ITS SUCCESSORS AND/OR ASSIGNS.
- 3.) THE LOTS SHOWN ON THIS PLAT SHALL BE LIMITED TO SINGLE FAMILY RESIDENTIAL USE AND SHALL OBSERVE THE YARD REQUIREMENTS OF THE ZONING DISTRICT. R4
- 4.) BEARING DATUM BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE. S 89°01'08" W
- 5.) THIS IS A CLASS "A" SURVEY. THE UNADJUSTED ERROR OF CLOSURE WAS 0.501 FEET. THE PRECISION RATIO 1:16954. THIS SURVEY WAS ADJUSTED BY LEAST SQUARES. FIELD WORK FOR THIS SURVEY WAS CONDUCTED IN NOVEMBER 1994.
- 6.) ALL NECESSARY RIGHTS FOR SANITARY SEWER & DRAINAGE PURPOSES ARE HEREBY RESERVED THROUGH AREAS MARKED "OPEN SPACE". LOT 139.
- 7.) THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO BALLARDSVILLE ROAD FROM ANY LOT.
- 8.) THIS PROPERTY IS NOT LOCATED IN A 100-YEAR FLOOD HAZARD AREA AS DETERMINED FROM REVIEW OF F.I.R.M. FLOOD MAP NO. 21111C 0020 D, DATED FEBRUARY 2, 1994.
- 9.) THIS PLAT IS SUBJECT TO THE BINDING ELEMENTS IN DOCKET NO. 10-21-96 ON FILE IN THE OFFICES OF THE PLANNING COMMISSION.
- 10.) OPEN SPACE LOT SHALL NOT BE FURTHER SUBDIVIDED OR DEVELOPED FOR ANY OTHER USE AND SHALL REMAIN AS OPEN SPACE IN PERPETUITY.

EX. & BALLARDSVILLE ROAD

**APPROVED WAIVERS FOR R-4 AREA
(LOTS 136-139)
DOCKET NO. 10-21-96**

1. REDUCE PRIVATE DRIVEWAY WIDTH TO 18' FROM 20' AND NOT TO HAVE CURBS.
2. PERMIT LOTS TO FRONT ON PRIVATE DRIVEWAY NOT ON PUBLIC ROAD.
3. NOT TO HAVE SIDEWALKS FOR LOTS 136-139.

GRAPHIC SCALE



- DENOTES FOUND 5/8" IRON PIN W/CAP STEVEN L. BURCH LS 3022 UNLESS OTHERWISE NOTED.
- DENOTES SET 5/8" IRON PIN W/CAP STEVEN L. BURCH LS 3022.

CERTIFICATE OF APPROVAL

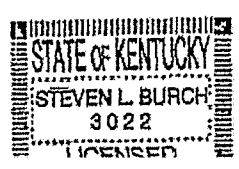
Approved this 2 day of July, 2003.
Invalid if not recorded before this date: 7/2/03
By: [Signature]
Louisville Metro
Planning Commission

Approval subject to attached certificates.
Special requirement(s): _____

Docket No. 106-03

LAND SURVEYOR'S CERTIFICATE

I hereby certify that the survey for this plat was made under my supervision and that the angular and linear measurements shown thereon are correct to the best



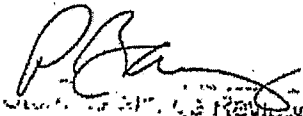
MINOR SUBDIVISION PLAT

PURPOSE: TO CREATE THREE LOTS AND ONE

DB 08189PG0161

METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has approved this plat. However, this review does not constitute a warranty or endorsement of any work on this plat.

 _____ 6/5/03
Sanitary Sewer Review Date

RZ MSD SEC BY PSC APP _____
Sanitary Sewer Review Date

ZONING CERTIFICATE

0808189PG0162

I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

Rene A. Pijun for Ball Homes, Inc.
OWNER: Ball Homes, Inc.

CERTIFICATE OF OWNERSHIP AND DEDICATION

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of Ball Homes, Inc. Deed Book 7671, Page 488 and does hereby dedicate to public use TRACT shown thereon.

Rene A. Pijun for Ball Homes, Inc.
OWNER: Ball Homes, Inc.

3399 Tates Creek Rd. Lexington, Kentucky 40502
ADDRESS

LOUISVILLE OPERATIONS MANAGER
TITLE

CERTIFICATE OF ACKNOWLEDGEMENT

State of Kentucky)
)SS
County of Jefferson)

I, Karun S. Sawder, a notary public in and for the County aforesaid, do certify that the foregoing plat of Ball Homes, Inc. Deed Book 7671, Page 488 was this day presented to me by, Rocco A. Pignone, known to me, who executed the Certificate in my presence and acknowledged it to be W/O free act and deed.

Witness my hand and seal this 10th day of June, 2003.
My commission expires on the 30th day of October, 2003.

Karun S. Sawder
Notary Public

MINOR SUBDIVISION PLAT

**DEDICATION OF PUBLIC UTILITY, SEWER,
DRAINAGE AND PRIVATE ACCESS EASEMENTS**

THIS INSTRUMENT made and entered into on this 6th day of June, 2003 by the undersigned Owners, Ball Homes, Inc. per Deed Book 7671 Page 488 confers the rights and obligations regarding certain real property as follows:

This is to certify that the undersigned GRANTOR is the owner of the land shown on the plat attached hereto and made a part hereof and that a perpetual easement for roadway, courts, drives, public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewer and drains are hereby dedicated and reserved on, over and under the strips of land and spaces so designated on the attached plat as "Public Utility, Sewer, Drainage and Private Access Easements," together with the right of ingress and egress over GRANTOR'S property to and from the easements for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easements. The perpetual easements shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements. --

Access easements, to the extent they are not occupied by a public utility, shall be maintained by the GRANTOR, his heirs, executors, administrators, assigns or the owners of the underlying fee simple title until said easements are accepted for maintenance by the public utilities.

6/6/03
Date

Rocco A. Pigneri for Ball Homes, Inc.
Owner's Signature

STATE OF KENTUCKY)
)ss
COUNTY OF JEFFERSON)

The foregoing Dedication of Private Access and Public Utility Easements was signed and acknowledged before me by Rocco A. Pigneri GRANTOR, this 6th day of June, 2003.

Wanda D. Stawicki
NOTARY PUBLIC, KENTUCKY

My Commission expires: 10/30/2003

CERTIFICATE OF SANITARY SEWER AND DRAINAGE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants to the LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), its successors and assigns, a perpetual easement on, over, and under strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto.

This grant is made on the following terms:

1. MSD has the right of ingress and egress over GRANTOR's property to and from the easement at all times for the purpose of constructing, operating, maintaining, repairing, and reconstructing sanitary sewers, drains, and related equipment, structures or materials, hereinafter referred to as appurtenances, under MSD's jurisdiction, control, and supervision.
2. Nothing shall be placed in, on, over, or under the sanitary sewer and drainage easement which will obstruct or interfere with the purposes of said easement.
3. MSD may authorize any public agency or others to carry out the purposes as set forth in Paragraph 1.
4. The GRANTOR covenants that they are (he/she is) lawfully seized of the property through which the sanitary sewer and drainage easement is granted and that they have (he/she has) full right and power to convey the same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
5. The GRANTOR acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by MSD of rights to subject GRANTOR and their (his/her) property to sewer rates, drainage fees, rentals, and other charges, including special assessments, as may be authorized by law.
6. MSD covenants that it will assume full responsibility for claims resulting from damage to any land improvement, or the environment within or outside the sanitary sewer and drainage easement granted herein, or to any land or improvements used for ingress and egress to such easement, caused by MSD during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, drains, and appurtenance unless damage is caused by the placing of any structure within or outside the easement in violation of this certificate, in such case no liability will be assumed by MSD.
7. If shown, a temporary easement, as defined and marked "Temporary Construction Easement" on the plat attached hereto is hereby reserved for MSD's use as needed during original construction of said sanitary sewers, drains, and appurtenances. Such easement shall terminate and automatically revert to the property owners upon completion of the original construction.

IN TESTIMONY WHEREOF, witness the signature of the GRANTOR on this 6th day of June, 2003.


GRANTOR

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT
700 WEST LIBERTY STREET
LOUISVILLE, KENTUCKY 40203-1913

COMMONWEALTH OF _____

COUNTY OF _____

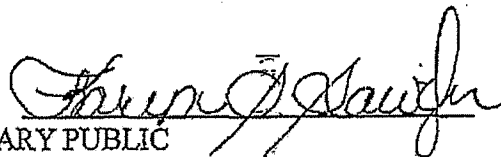
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by _____ and _____ being the within named GRANTOR(S), who being by me first duly sworn, declared that _____ signed the foregoing instrument as _____ true and proper act and deed.

OR

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Marco A. Pigneri, who, being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 6th day of June, 2003

My Commission expires: 10/30/2003


NOTARY PUBLIC

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT
700 WEST LIBERTY STREET
LOUISVILLE, KENTUCKY 40203-1913

Record No. _____

**EASEMENT, RESTRICTIONS AND MAINTENANCE REQUIREMENTS
FOR 3 OR MORE LOTS ON MINOR PLAT**

THIS INSTRUMENT made and entered in to on this 6th day of June, 2003 by the undersigned Owners, Ball Homes, Inc., Deed Book 7671, Page 488 confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of Lots 136 and 137 are hereby granted the easement shown on the attached plat for ingress and egress across the property designated 50' Public Utility, Sewer Drain & Private Access Esm't. Said easement shall be for the benefit of said owners or occupants, their guests, and invitees.

2. The rights conveyed by said easement are limited to such as is customarily incidental to single family residential usage of the lot.

3. All costs or expenses incidental to the maintenance, repair, or rebuilding of said road so as to keep it in a good and passable condition as a asphalt road shall be divided equally between Lots 136, 137, and 138.

The lot of any owner who fails to pay the assessment promptly upon demand by the person who has borne said cost or expense shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

4. The owners of said lots shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners of said lots who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have one vote for each lot represented.

5. A meeting may be called at any time by any owner of said lots by giving at least 21 days written notice to all other owners of said lots of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.

6. Without limiting the generality of paragraph 4, at such meeting decisions made may relate to any of the following matters:

- a. The manner and extent of maintenance, repair, or rebuilding desired for said road.
- b. Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts collecting funds, selecting a depository, signing checks, keeping records, or any other matter desired to carry out the purposes or provisions of this instrument.
- c. Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
- d. Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
- e. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.
- f. Any rules or regulations relating to the manner of the use of the road including but not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or unpaved portion of the right-of-way including establishment of easements for water, gas, electricity, sewers, and drainage.
- g. Whether payments determined in accordance with paragraph 3 should be made only

7. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.

8. The provisions of this document may not be modified except by agreement of the owners of said lots and approval of the Louisville and Jefferson County Planning Commission.

9. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.

10. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signatures of the owners of said lots as of the day and year set out above.

Ronald J. [Signature] for Ball Homes, Inc.

Owner's Signature

State of Kentucky)
) SS
 County of Jefferson)

I, Karyn S. Sawyer, a notary public in and for the County
 of Jefferson, do hereby certify the foregoing instrument was this day presented to me by
Ronald J. [Signature] who acknowledged it to be his free act and deed.

Witness my hand this 10th day of June, 2003.

My Commission expires on 10/30/2003.

NOTARY PUBLIC

Karyn S. Sawyer

ARTICLES OF INCORPORATION
OF
WORTHINGTON PLACE HOMEOWNERS
ASSOCIATION, INC.

The undersigned, acting as incorporator of a nonstock, nonprofit corporation under and pursuant to the Kentucky Nonprofit Corporation Acts, KRS 273.161, et seq., does hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation shall be Worthington Place Homeowners Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II

PRINCIPAL OFFICE

The address of the principal office of the Association is 3609 Walden Drive, Lexington, Kentucky 40517.

ARTICLE III

PURPOSES

A. The general purposes of the Association include, but are not limited to, the following:

(i) to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the By-Laws of the Association, and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the Owners of the Properties.

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

POWERS

The powers of the Association shall include those enumerated in KRS 273.171 and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the Declaration, and the By-Laws of this Association.

B. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the following:

(i) to fix and to collect assessments or other charges to be levied against members of the Association;

(ii) to manage, control, operate, maintain, repair, and improve property for which the Association by rule, regulation or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all members of the Association;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose as may be limited in the By-Laws;

(vii) to enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private.

(viii) to act as agent, trustee or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interests in such corporations, firms or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-

Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of Article IV.

ARTICLE V

MEMBERS

A. The Association shall be a membership corporation without certificate or share of stock.

B. The owner of each subdivision lot in Worthington Place Subdivision in Louisville, Kentucky, shall be a member of the Association whereupon they shall be entitled to vote on matters subject to Association votes according to the Bylaws. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

C. Membership in the Association shall be established by: (i) the recording in the public records of Jefferson County, Kentucky, a deed or other instrument establishing record title to a subdivision lot in Worthington Place Subdivision in Louisville, Kentucky, and (ii) the timely payment of all dues and other assessments levied by the Association.

ARTICLE VI

TERM

The Association shall be of a perpetual duration.

ARTICLE VII

DIRECTORS

A. The management and direction of the business and affairs of the Association shall be vested in a Board of Directors. The qualifications, term of office, method of appointment or election, powers, authority, and duties of the directors of the Association, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of the Kentucky Nonprofit Corporation Acts and the Association's Articles of Incorporation shall be as specified in the By-Laws of the Association, as such By-Laws may be amended from time to time.

B. The Association shall have three (3) directors initially. The number of directors may be increased or decreased from time to time in accordance with the By-Laws, but in no event shall the number of directors be less than three (3). The following persons shall serve as the initial Board of Directors of the Association and shall continue to serve until their successors are duly elected and qualified as specified in the By-Laws of the Association;

NAME	ADDRESS
Lisa B. Sharp	3609 Walden Drive, Lexington, Kentucky 40517
Jonathan R. Norris	3609 Walden Drive, Lexington, Kentucky 40517
D. Ray Ball, Jr.	3609 Walden Drive, Lexington, Kentucky 40517

ARTICLE VIII

INDEMNIFICATION

Each person who is or was a member, director, trustee, committee member, or officer of the Association, whether elected or appointed, and each person who is or was serving at the request of the Association as a member, director, trustee, or officer of another corporation, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the Association to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, trustee, officer, committee member, or employee or arising out of such person's status as a member, director, trustee, officer, committee member, or employee; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the Association the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Association of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. This right of indemnification shall also provide that the officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Furthermore, the officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any repeal or modification of this Article VII shall not affect any right or obligations then existing. If any indemnification payment required by this Article VIII is not

paid by the Association within 90 days after a written claim has been received by the Association, the member, director, trustee, officer, committee member, or employee may at any time thereafter bring suit against the Association to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Association shall maintain insurance, as a common expense, to protect itself and any such person against any such liability, cost, or expense, whether or not the Association would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Acts or under this Article VIII, if such insurance is reasonably available. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise. If this Article VIII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated or by any other applicable law.

ARTICLE IX

LIABILITY OF DIRECTORS

The liability of each and all of the directors of this Association shall be and is hereby limited to the greatest extent permitted by law and no director of the Association shall be liable to the Association for monetary damages for breach of such director's duties as a director, except for the following (which exceptions shall be construed as narrowly as legally permissible):

1. For acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; or
2. For any transaction from which the director derives an improper personal benefit.

In addition to the limitation on a director's liability stated hereinabove, no action taken as a director and no failure to take action as a director shall be the basis for monetary damages or injunctive relief unless:

A. The director has breached or failed to perform the duties of the director's office in compliance with the general standards for directors as set forth in KRS 273.215; and

B. In the case of an action for monetary damages, the breach or failure to perform constitutes willful misconduct or wanton or reckless disregard for human rights, safety or property.

If the Kentucky Nonprofit Corporation Acts are amended after approval of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be deemed to be eliminated or limited by this provision to the fullest extent then permitted by the Kentucky Nonprofit Corporation Acts,

as so amended. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE X

BY LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XI

AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as provided in KRS 273.263 provided that no amendment may be in conflict with the Declaration.

ARTICLE XII

INCORPORATOR

The name and address of the Incorporator of these Articles of Incorporation is as follows:

Jonathan R. Norris
3609 Walden Drive
Lexington, Kentucky 40517

ARTICLE XIII

REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 3609 Walden Drive, Lexington, Kentucky 40517, and the initial registered agent at such address is Jonathan R. Norris.

9th IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this day of January, 2008.


JONATHAN R. NORRIS

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Jefferson

The foregoing Articles of Incorporation were acknowledged before me this 9th day of January, 2008, by Jonathan R. Norris.

My Commission Expires: 1-17-2010

Sharon Stecker
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

[Signature]

JONATHAN R. NORRIS, ESQ.
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191

Document No.: 0N2008000112
Lodged By: ball homes
Recorded On: 01/18/2008 08:15:19
Total Fees: 23.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: CARMAR

END OF DOCUMENT

ARTICLES OF INCORPORATION

OF

**WORTHINGTON PLACE HOMEOWNERS
ASSOCIATION, INC.**

The undersigned, acting as incorporator of a nonstock, nonprofit corporation under and pursuant to the Kentucky Nonprofit Corporation Acts, KRS 273.161, et seq., does hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation shall be Worthington Place Homeowners Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II

PRINCIPAL OFFICE

The address of the principal office of the Association is 3399 Tates Creek Road, Lexington, Kentucky 40502.

ARTICLE III

PURPOSES

A. The general purposes of the Association include, but are not limited to, the following:

(i) to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the By-Laws of the Association, and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the Owners of the Properties.

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

POWERS

The powers of the Association shall include those enumerated in KRS 273.171 and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the Declaration, and the By-Laws of this Association.

B. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the following:

(i) to fix and to collect assessments or other charges to be levied against members of the Association

(ii) to manage, control, operate, maintain, repair, and improve property for which the Association by rule, regulation or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all members of the Association;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose as may be limited in the By-Laws;

(vii) to enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private.

(viii) to act as agent, trustee or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interests in such corporations, firms or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of Article IV.

ARTICLE V

MEMBERS

A. The Association shall be a membership corporation without certificate or share of stock.

B. The owner of each subdivision lot in Worthington Place Subdivision in Lexington, Kentucky, shall be a member of the Association whereupon they shall be entitled to vote on matters subject to Association votes according to the Bylaws. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

C. Membership in the Association shall be established by: (i) the recording in the public records of Jefferson County, Kentucky, a deed or other instrument establishing record title to a subdivision lot in Worthington Place Subdivision in Lexington, Kentucky, and (ii) the timely payment of all dues and other assessments levied by the Association.

ARTICLE VI

TERM

The Association shall be of a perpetual duration.

ARTICLE VII

DIRECTORS

A. The management and direction of the business and affairs of the Association shall be vested in a Board of Directors. The qualifications, term of office, method of appointment or election, powers, authority, and duties of the directors of the Association, the time and place of their meetings,

and such other provisions with respect to them as are not inconsistent with the express provisions of the Kentucky Nonprofit Corporation Acts and the Association's Articles of Incorporation shall be as specified in the By-Laws of the Association, as such By-Laws may be amended from time to time.

B. The Association shall have three (3) directors initially. The number of directors may be increased or decreased from time to time in accordance with the By-Laws, but in no event shall the number of directors be less than three (3). The following persons shall serve as the initial Board of Directors of the Association and shall continue to serve until their successors are duly elected and qualified as specified in the By-Laws of the Association;

NAME	ADDRESS
Lisa B. Sharp	3399 Tates Creek Road, Lexington, Kentucky 40502
Jonathan R. Norris	3399 Tates Creek Road, Lexington, Kentucky 40502
D. Ray Ball, Jr.	3399 Tates Creek Road, Lexington, Kentucky 40502

ARTICLE VIII

INDEMNIFICATION

Each person who is or was a member, director, trustee, committee member, or officer of the Association, whether elected or appointed, and each person who is or was serving at the request of the Association as a member, director, trustee, or officer of another corporation, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the Association to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, trustee, officer, committee member, or employee or arising out of such person's status as a member, director, trustee, officer, committee member, or employee; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the Association the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Association of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. This right of indemnification shall also provide that the officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Furthermore, the officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent

that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any repeal or modification of this Article VII shall not affect any right or obligations then existing. If any indemnification payment required by this Article VIII is not paid by the Association within 90 days after a written claim has been received by the Association, the member, director, trustee, officer, committee member, or employee may at any time thereafter bring suit against the Association to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Association shall maintain insurance, as a common expense, to protect itself and any such person against any such liability, cost, or expense, whether or not the Association would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Acts or under this Article VIII, if such insurance is reasonably available. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise. If this Article VIII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated or by any other applicable law.

ARTICLE IX

LIABILITY OF DIRECTORS

The liability of each and all of the directors of this Association shall be and is hereby limited to the greatest extent permitted by law and no director of the Association shall be liable to the Association for monetary damages for breach of such director's duties as a director, except for the following (which exceptions shall be construed as narrowly as legally permissible):

1. For acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; or
2. For any transaction from which the director derives an improper personal benefit.

In addition to the limitation on a director's liability stated hereinabove, no action taken as a director and no failure to take action as a director shall be the basis for monetary damages or injunctive relief unless:

- A. The director has breached or failed to perform the duties of the director's office in compliance with the general standards for directors as set forth in KRS 273.215; and
- B. In the case of an action for monetary damages, the breach or failure to perform constitutes willful misconduct or wanton or reckless disregard for human rights, safety or property.