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**TERMINATION AND WAIVER OF
MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION OF
CONDOMINIUM OWNERSHIP CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP FOR SPRING VILLA CONDOMINIUMS
AND
ESTABLISHMENT OF NEW DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SPRING VILLA SUBDIVISION
Plat and Subdivision Book 54, Page 91-92
Jefferson County, Kentucky**

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION OF CONDOMINIUM OWNERSHIP CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION ("Declaration") is simultaneously made, imposed and declared on this 30th day of December, 2014, by and among: CITIZENS UNION BANK, whose mailing address is PO Box 189, Shelbyville, KY 40066 (the "Declarant"); CITIZENS UNION BANK, whose mailing address is PO Box 189, Shelbyville, KY 40066; **WOODIE M. McELVANEY & JANICE H. McELVANEY, husband and wife, whose mailing address is 8201 Parker Grant Court, Louisville, KY 40291; **BRENDA DILLER**, widow, whose mailing address is 8207 Parker Grant Court, Louisville, KY 40291; **THOMAS V. BARKER, JR.**, whose mailing address is 8209 Parker Grant Court, Louisville, KY 40291; **SANDRA LEFFEL**, unmarried, whose mailing address is 7112 Brett Frazier Drive, Louisville, KY 40291; **WALTER H. ENLOW & KAREN S. ENLOW**, husband and wife, whose mailing address is 7114 Brett Frazier Drive Louisville, KY 40291; **GWENDOLYN LAMBERT**, widow, whose mailing address is 7120 Brett Frazier Drive, Louisville, KY 40291; **MARY CAMILLE ERWIN**, unmarried, whose mailing address is 7124 Brett Frazier Drive, Louisville, KY 40291; **CLARENCE DISNEY & JUDY DISNEY**, husband and wife, whose mailing address is 6502 Villa Spring Drive, Louisville, KY 40291; **CAROLYN E. WOODSON & CATHERINE J. WOODSON**, both unmarried, whose mailing address is 6517 Villa Spring Drive, Louisville, KY 40291; **TERRI L. KELLEY F/K/A TERRI L. HARRAL**, unmarried, whose mailing address is 6519 Villa Spring Drive, Louisville, KY 40291; **CHRISTINE A. WOJTOWICZ**, unmarried, whose mailing address is 6521 Villa Springs Drive, #92, Louisville, KY 40291; **GEORGE FREEMAN & VALERIE FREEMAN TRUST under Agreement dated December 18, 2006**, whose mailing address is 6523 Villa Spring Drive, Louisville, KY 40291; **JOSEPH K. MITZLAFF & KAREN A. MITZLAFF**, husband and wife, whose mailing address is 6533 Villa Springs Drive, Louisville, KY 40291; **JOSEPH C. SHOEMAKER AND NANCY SHOEMAKER**, husband and wife, whose mailing address is 6534 Villa Springs Drive, Louisville, KY 40291; **RICHARD M. HARRIS**, unmarried, whose mailing address is 6536 Villa Springs Drive, Louisville, KY 40291; **DUANE WRIGHT & GERALDINE WRIGHT**, husband and wife, whose mailing address is 6600 Villa Springs Drive, Louisville, KY 40291; **HAROLD L. ADKINS & CHARLENE B. ADKINS**, husband and wife, whose mailing address is 6603 Villa Spring Drive, Louisville, KY 40291; **NANCY E. SEYMOUR**, widower, whose mailing address is 6511 Villa Springs Drive, Louisville, KY**

40291; **TERI LYNN SCHNEIDER**, unmarried, whose mailing address is 6513 Villa Springs Drive, Unit #88, Louisville, KY 40291; **BARBARA J. CURRY**, unmarried, whose mailing address is 6515 Villa Spring Drive, Louisville, KY 40291; **BETTIE L. McCORMICK**, whose mailing address is 6603 Casey Springs Way, Louisville, KY 40291; **ROGER E. GOODIN, SR. & DONNA GOODIN**, husband and wife, whose mailing address is 6604 Casey Springs Way, Louisville, KY 40291; **MARIE TOLLY**, unmarried, whose mailing address is 6605 Casey Springs Way, Louisville, KY 40291; **LOUIS HARBSMEIER & BARBARA M. HARBSMEIER**, husband and wife, whose mailing address is 6606 Casey Springs Way, Louisville, KY 40291; **BARBARA J. SHEEHAN**, unmarried, whose mailing address is 6607 Casey Springs Way, Louisville, KY 40291; **DAVID L. ROYALL**, unmarried, whose mailing address is 6608 Casey Springs Way, Louisville, KY 40291; **BOBBY C. LANHAM & BARBARA S. LANHAM**, husband and wife, whose mailing address is 6609 Casey Springs Way, Louisville, KY 40291; **RITA R. TOMPKINS**, whose mailing address is 6610 Casey Springs Way, Louisville, KY 40291; **LOUIS KERN & PATRICIA G. KERN**, husband and wife, whose mailing address is 6611 Casey Springs Way, Louisville, KY 40291; **CHARLES COSTELLO & DONNA COSTELLO**, husband and wife, whose mailing address is 6612 Casey Springs Way, Louisville, KY 40291; **C. NELL FREEMAN AND KEITH C. FREEMAN** in their capacities as Co-Trustees under the **C. NELL FREEMAN LIVING TRUST** dated **January 15, 1992**, whose mailing address is 6613 Casey Springs Way, Louisville, KY 40291; **KENDRIX COMBS & PATRICIA COMBS**, husband & wife, whose mailing address is 6614 Casey Springs Way, Louisville, KY 40291; **STEPHEN B. TONG**, unmarried, whose mailing address is 6616 Casey Springs Way, Louisville, KY 40291; **DAVID B HALL & JUDY HALL**, husband and wife, whose mailing address is 6617 Casey Springs Way, Louisville, KY 40291; and **JOHN P. ZOLL & SHERRY D. ZOLL**, husband and wife, 6622 Casey Springs Way, Louisville, KY 40291; **EMILY C. WILLIAMS & DONNA HONE**, whose mailing address is 6615 Casey Springs Drive, Louisville, KY 40291 **THOMAS S. BENNETT & DIANA L. BENNETT**, husband and wife, whose mailing address is 7002 Brett Frazier Drive, Louisville, KY 40291; and **ALVIS B. ADKINS**, unmarried, whose mailing address is 6532 Villa Springs Drive, Louisville, KY 40291; **DAVID R. PHELPS & SHARON L. PHELPS**, husband and wife, whose mailing address is 6530 Villa Springs Drive, Louisville, KY 40291. **MARTIN J. POHLER & MARY S. POHLER**, husband and wife, whose mailing address is 6602 Villa Springs Drive, Unit 106, Louisville, KY 40291, and **SUPERIOR BUILDERS, INC.**, a Kentucky corporation, whose mailing address is P.O. Box 91483, Louisville, Kentucky 40291 (collectively, the "Owners").

WITNESSETH:

WHEREAS, pursuant to that certain Master Deed of Horizontal Property Regime and Declaration of Condominium Ownership Creating and Establishing a Plan for Condominium Ownership for Spring Villa Condominiums dated January 4, 2005, of record in Deed Book 8549, Page 930, as rerecorded in Deed Book 8556, Page 318, both in the Office of the Clerk of Jefferson County, Kentucky, **CARL R. COX, LLC**, a Kentucky limited liability company, and **LARRY F. AND MARY ANN OGLE, LLC**, a Kentucky limited liability company (collectively, the "Original Developer") as the original developer of certain property in Jefferson County, Kentucky established a condominium regime titled "**SPRING VILLA CONDOMINIUMS**" (the "Condominium Regime") on that certain real property, as more particularly described on Exhibit

A attached hereto and made a part hereof (the "Condominium Property"), as amended by that certain First Amendment to Master Deed of Spring Villa Condominiums, dated March 3, 2005, of record in Deed Book 8580, Page 688 in the Office of the Clerk of Jefferson County, Kentucky, as further amended by that certain Second Amendment to Master Deed of Spring Villa Condominiums, dated April 21, 2005, of record in Deed Book 8612, Page 325 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Third Amendment to Master Deed of Spring Villa Condominiums, dated July 20, 2005, of record in Deed Book 8661, Page 889 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fourth Amendment to Master Deed of Spring Villa Condominiums, dated July 20, 2005, of record in Deed Book 8661, Page 895 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fifth Amendment to Master Deed of Spring Villa Condominiums, dated September 23, 2005, of record in Deed Book 8702, Page 454 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Sixth Amendment to Master Deed of Spring Villa Condominiums, dated July 21, 2006, of record in Deed Book 8872, Page 835 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Seventh Amendment to Master Deed of Spring Villa Condominiums, dated August 17, 2006, of record in Deed Book 8891, Page 464 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Eighth Amendment to Master Deed of Spring Villa Condominiums, dated December 6, 2006, of record in Deed Book 8950, Page 487 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Restated and Supplemental Eighth Amendment to Master Deed of Spring Villa Condominiums, dated April 18, 2007, of record in Deed Book 9022, Page 835 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Ninth Amendment to Master Deed of Spring Villa Condominiums, dated June 4, 2007, of record in Deed Book 9047, Page 223 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Tenth Amendment to Master Deed of Spring Villa Condominiums, dated November 14, 2007, of record in Deed Book 9138, Page 122 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Eleventh Amendment to Master Deed of Spring Villa Condominiums, dated August 8, 2008, of record in Deed Book 9270, Page 814 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Twelfth Amendment to Master Deed of Spring Villa Condominiums, dated October 4, 2008, of record in Deed Book 9304, Page 750 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Thirteenth Amendment to Master Deed of Spring Villa Condominiums, dated October 31, 2008, of record in Deed Book 9314, Page 915 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Thirteenth Amendment to Master Deed of Spring Villa Condominiums (which is the second Thirteenth Amendment), dated July 4, 2009, of record in Deed Book 9433, Page 872 in the Office of the Clerk of Jefferson County, Kentucky, as further amended by that certain Fourteenth Amendment to Master Deed of Spring Villa Condominiums, dated August 30, 2013, of record in Deed Book 10132, Page 795 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fifteenth Amendment to Master Deed of Spring Villa Condominiums, dated May 21, 2014, of record in Deed Book 10244, Page 698 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Sixteenth Amendment to Master Deed of Spring Villa Condominiums, dated June 3, 2014, of record in Deed Book 10251, Page 995 in the Office of the Clerk of Jefferson County, Kentucky (collectively, the "Master Deed");

WHEREAS, pursuant to KRS 381.9169 of the new Condominium Act (the "New Condominium Act"), applicable to the existing Condominium Regime, the Declarant shall

turnover control of the Spring Villa Condominiums Association, Inc. (the "Condominium Association") to the unit owners upon the earliest to occur of the following: (i) 60 days after conveyance of 75% of the units which may be created to unit owners other than a Declarant; (ii) 2 years after Declarant ceased to offer units for sale in the ordinary course of business; (iii) 2 years after any development right to add new units was last exercised; or (iv) 7 years after the first unit was conveyed to a unit owner other than a Declarant, and more than one of the above conditions have occurred;

WHEREAS, pursuant the above referenced provision of the New Condominium Act, the existing unit owners have the responsibility to maintain the entire Condominium Property in the Condominium Regime, of which 41 of the 117 condominium units in Phase 1 and Phase 2 have been created. Because of federal financing laws, there is little chance the remaining condominium units will be constructed if the Condominium Property remains in the Condominium Regime, as well as little chance the existing condominium units will be sold for their original intended fair market value at the inception of the Condominium Regime;

WHEREAS, pursuant to KRS 381.850 and the terms of the Master Deed, the Owners, being all the Unit Owners (as defined in the Master Deed), as well as the holders of all encumbrances on the Units (the "Lienholders"), by execution hereof or by execution of that certain Consent to Termination of Condominium Regime document of even date herewith, of record in Deed Book 10346 Page *, in the Office of the Clerk of Jefferson County, Kentucky ("Consent to Termination"), desire to terminate and waive the Condominium Regime on the Condominium Property, and desire to terminate and withdraw the Master Deed, as amended; *248; 254, 262; 268; 275, 282, 289, 295, 301; 308; 315, 321, 327; 333, 339, 345

WHEREAS, it is the desire and intention of Declarant and Owners, with the consent of the Lienholders, to subject the property as described on Exhibit B attached hereto and made a part hereof (the "Property") (Exhibit B is larger than Exhibit A as the Property subject to this Declaration includes sections not part of the Condominium Property) in accordance with the provisions of this Declaration and both the Planned Residential District ("PRD") and Subdivision Regulations of the Louisville Metro Land Development Code and to subject and impose upon the Property (as defined herein) certain rights, privileges, covenants, conditions and restrictions, and to reserve and/or dedicate certain easements, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision development and improvement for the benefit of such real property and for the benefit of Declarant, its successors and assigns, the Owners and the Lienholders, and other purchasers of real property in Spring Villa Subdivision (the "Subdivision" or "Spring Villa Subdivision") and it is further intended that said rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all of the Property should be owned, held, used, leased, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration; and

WHEREAS, the Owners will become the owners of individual lots upon which their Units are located through the simultaneous execution, delivery, and recording of a separate deed or deeds which will be recorded in the Office of the Clerk of Jefferson County, Kentucky, and

the Owners and Lienholders will sign amendment documents to evidence that the Lienholders' liens will be secured by the new property descriptions for the Owners' individual lots;

WHEREAS, upon the recording of this Declaration and the creation of the Spring Villa Homeowners Association, Inc., a Kentucky non-profit corporation (the "Association"), the Condominium Association shall be dissolved and the assets of the Condominium Association shall be transferred to the Association as set forth herein;

WHEREAS, it is the desire and intention of Declarant to also construct the residences on the lots of the Subdivision, this Declaration contains provisions for the approval by the Association Board of certain construction in order to provide protection to the Owners and future lot owners in the event that Declarant sells any lots in the Subdivision without a residence located thereon or assigns its interest in the Subdivision and the development thereof; and

WHEREAS, pursuant to such general and common plan and scheme of subdivision development and improvement for the Subdivision, Declarant and Owners desire to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration (all existing structures as of the execution of this Declaration have previously been approved by the Original Developer);

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Declarant hereby declares that the Property described on Exhibit B, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration, all of which are declared and agreed to be in furtherance of a common plan and scheme for the Subdivision, and the development, sale and improvement of the Property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such Property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and other provisions of, this Declaration shall run with the Property made subject hereto and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

ARTICLE I TERMINATION AND WAIVER OF CONDOMINIUM REGIME

Section 1.01 Termination and Waiver of Condominium Regime. Pursuant to KRS 381.850 and the terms of the Master Deed, the Declarant, all of the Owners, and the required percentage of the Lienholders by execution hereof, or by execution of the Consent to Termination, hereby terminate and waive the Condominium Regime on the Property.

Section 1.02 Withdrawal and Termination of the Master Deed. The Declarant, the Owners, and the Lienholders hereby withdraw and terminate the Master Deed of record in Deed Book 8549, Page 930, as rerecorded in Deed Book 8556, Page 318, both in the Office of the Clerk of Jefferson County, Kentucky, as amended by that certain First Amendment to Master Deed of Spring Villa Condominiums, dated March 3, 2005, of record in Deed Book 8580, Page 688 in the Office of the Clerk of Jefferson County, Kentucky, as further amended by that certain Second Amendment to Master Deed of Spring Villa Condominiums, dated April 21, 2005, of record in Deed Book 8612, Page 325 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Third Amendment to Master Deed of Spring Villa Condominiums, dated July 20, 2005, of record in Deed Book 8661, Page 889 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fourth Amendment to Master Deed of Spring Villa Condominiums, dated July 20, 2005, of record in Deed Book 8661, Page 895 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fifth Amendment to Master Deed of Spring Villa Condominiums, dated September 23, 2005, of record in Deed Book 8702, Page 454 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Sixth Amendment to Master Deed of Spring Villa Condominiums, dated July 21, 2006, of record in Deed Book 8872, Page 835 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Seventh Amendment to Master Deed of Spring Villa Condominiums, dated August 17, 2006, of record in Deed Book 8891, Page 464 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Eighth Amendment to Master Deed of Spring Villa Condominiums, dated December 6, 2006, of record in Deed Book 8950, Page 487 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Restated and Supplemental Eighth Amendment to Master Deed of Spring Villa Condominiums, dated April 18, 2007, of record in Deed Book 9022, Page 835 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Ninth Amendment to Master Deed of Spring Villa Condominiums, dated June 4, 2007, of record in Deed Book 9047, Page 223 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Tenth Amendment to Master Deed of Spring Villa Condominiums, dated November 14, 2007, of record in Deed Book 9138, Page 122 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Eleventh Amendment to Master Deed of Spring Villa Condominiums, dated August 8, 2008, of record in Deed Book 9270, Page 814 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Twelfth Amendment to Master Deed of Spring Villa Condominiums, dated October 4, 2008, of record in Deed Book 9304, Page 750 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Thirteenth Amendment to Master Deed of Spring Villa Condominiums, dated October 31, 2008, of record in Deed Book 9314, Page 915 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain *Thirteenth Amendment to Master Deed of Spring Villa Condominiums (which is the second Thirteenth Amendment)*, dated July 4, 2009, of record in Deed Book 9433, Page 872 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fourteenth Amendment to Master Deed of Spring Villa Condominiums, dated August 30, 2013, of record in Deed Book 10132, Page 795 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Fifteenth Amendment to Master Deed of Spring Villa Condominiums, dated May 21, 2014, of record in Deed Book 10244, Page 698 in the Office of the Clerk of Jefferson County, Kentucky; as further amended by that certain Sixteenth Amendment to Master Deed of Spring Villa Condominiums, dated June 3, 2014, of record in Deed Book 10251, Page 995 in the Office of the Clerk of Jefferson County, Kentucky, and thus said Master Deed, as amended, is hereby declared null and void.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 2.01 Existing Property. The Property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

Section 2.02 Open Space Lots. Any open space lots shown on the plat of the Subdivision referenced hereinabove and thus covered by this Declaration shall be owned by the Association and inure to the common benefit of the owners of the lots referenced hereinabove and covered by this Declaration as well as the owners of any new lots within the Subdivision which may become subjected to this Declaration or a similar set of covenants, conditions and restrictions, pursuant to the procedure set forth hereinabove (provided any open space lot may be further subdivided or developed for any other use only with the approval of the board of directors of the Association (the "Association Board") and the Louisville Metro Planning Commission (the "Planning Commission")). Open space lots allocable to the owners of lots in the Subdivision recorded at any time shall be enjoyed by the owners of all lots, irrespective of when those lots are recorded, each to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously. Such open space lots, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and without approval of the Planning Commission; provided, the lot owner's easements of ingress and egress and any public utility easements previously established shall not be affected. Anything to the contrary herein notwithstanding, the Association shall be responsible for the maintenance of all open space lots, private roads (to the extent any are not publicly dedicated), islands in the right-of-way, and signature entrances, so long as the Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. Declarant may dedicate utility service or drainage easements upon, through or under same at its sole discretion so long as there is in existence the Class B membership in accordance with Article VIII, Section 8.02. When Class B membership ceases, this right of Declarant shall automatically pass to the Association Board. The restriction contained in this Section 2.02 shall not be amended without approval from the Planning Commission.

ARTICLE III -- RESTRICTIONS ON USE

Section 3.01 Single Family Use. Except as otherwise expressly provided in this Declaration, no building site shall be used for any purpose other than that of residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however that no lot shall be used as a rooming house, group home, commercial foster home, fraternity, or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing:

(a) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the lot), making professional telephone calls or corresponding, in or from a lot, is engaging in a use expressly declared customarily incidental to residential uses and is not a violation of these restrictions; and

(b) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of lots, one or more lots as sales and rental models and offices, and for storage and maintenance purposes.

Section 3.02 Nuisances. No noxious or offensive trade or activity nor anything that may become a nuisance or annoyance to the neighborhood shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, or be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant, provided that this paragraph shall not be construed so as to prohibit Declarant from construction activities consistent with reasonable residential construction practices.

Section 3.03 Use of Other Structures and Vehicles.

(a) Unless approved by the Association Board in writing, no structure of a temporary character or otherwise including, without limitation, any mobile home, outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary sheds or field offices used by a builder or Declarant, which shall be approved in writing by the Association Board and removed when construction or development is completed, and no such structure shall at any time be used as a residence, temporarily or permanently. This restriction shall not affect structures existing on the date of this instrument.

(b) The Association Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, SUVs, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles in the Subdivision, and may enforce such regulations or restrictions by levying enforcement charges, and/or fines, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate. Except as specified below, no automobiles, SUVs, vans, trucks, prohibited commercial vehicles, boats, trailers, campers, recreational vehicles nor mobile homes shall be parked or stored on the streets in the Subdivision or in the driveways (except in a garage or the parking space directly adjacent to the garage, and in the case of a shared driveway in such a way as to not hinder or inconvenience the neighboring resident from entering or exiting their garage or driveway) for any time period longer than 12 hours in any 30 day period, and no overnight parking shall be permitted, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of homes on the lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that weigh, fully loaded, more than 6,000 pounds, all vehicles that have a length of more than 21 feet, and all vehicles that include an open exterior storage of tools or materials, except no more than 2 visible ladders. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and "step vans" larger than one-ton capacity, full size cargo vans, pickup trucks larger than one ton capacity, and semi type tractors and trailers shall all be considered in every instance to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, boat trailer or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

(c) No vehicle determined to be objectionable or unsightly by the Association Board and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a lot except in a garage.

(d) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

Section 3.04 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, and not prohibited by local ordinances may be maintained on a lot, provided that (i) the maintaining of animals shall be subject to such rules and regulations as the Association Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges and/or fines against persons who do not clean up after their pets, and (ii) the right of an owner to maintain an animal on a lot shall be subject to termination if the Association Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or other lots or owners thereof. Each owner, in consideration of the right herein granted to maintain a household domestic pet within their respective units, hereby agrees to indemnify, protect, reimburse and save harmless the Association Board and the other owners, and their respective members, managers, agents representatives, employees, successors and assigns, as their respective interest may appear from and against all claims, demands, debts, obligations, liabilities, judgments arising from or otherwise relating, directly or indirectly, to any damages incurred to persons or property by reason of such pets. Such damages shall include but not be limited to court cost and reasonable attorney's fees.

Any animals allowed by this Section 3.04 shall not be kept, bred or maintained for any commercial or breeding purposes, and then only in the residence and neither overnight nor for extended periods out-of-doors, provided further that they are restrained on the owner's lot such that they are not allowed to wander onto other lots or onto the property of adjoining landowners. No dog or other pet runs are allowed on any lot. The lot owner keeping any such pets shall keep the lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the common areas shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner. In addition to such other remedies as may be available, including fines, violation of this Section 3.04 by any lot owner or resident of the Subdivision may result in the suspension of the voting rights of a lot owner in the Association and suspension of other rights set forth in this Declaration

Section 3.05 Clotheslines; Awnings; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

(a) Clotheslines, window air conditioning units on any window facing a private drive, and storage tanks for propane gas, fuel oil, or any other combustible substance, except propane gas grills and patio heaters, are specifically prohibited in the Subdivision. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Architectural Review Committee (as hereinafter defined) may require, as a condition to approval, that the

responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting lot owner and all future owners of the lot.

(b) Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior drapes, curtains, or louvered blinds but which do not display advertisements or other messages which have not been previously approved in writing by the Architectural Review Committee (as hereinafter defined) upon written request by a lot owner) or placed on the outside walls or doors of a residence, or any part thereof, without the prior written consent of the Association Board or unless authorized by rule or regulation adopted by the Association Board, and no awning, canopy, pergola, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Association Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Association Board may adopt from time to time, provided, however, that a lot owner may install and maintain a satellite dish having a diameter of 40" or less on the exterior of the residence. Prior to the installation of a satellite dish, a lot owner must first obtain the written permission of the Architectural Review Committee. A lot owner must file with the Architectural Review Committee a written application which shall specifically state that portion of the exterior of the residence and how the satellite dish is to be installed. The cost of installation, maintenance and removal of a satellite dish shall be at the sole cost of the lot owner. Normal door decorations, such as wreaths or floral sprays, decorative flags, and timely removed holiday decorations are permitted.

(c) No perimeter fence or wall of any nature may be erected. All fences installed as of the date of this Declaration are hereby approved. Any non-perimeter fence hereinafter built must be of black wrought iron or black brushed aluminum and no more than 4 feet tall. The design and placement of any wrought iron or brushed aluminum fence shall be approved in writing in advance of construction by the Architectural Review Committee, in its sole discretion.

(d) No above ground swimming pools, hot tubs, spas, or tennis courts shall be erected or placed on any lot. However, water features may be permitted on patios and decks provided they are approved in writing in advance of construction by the Architectural Review Committee, in its sole discretion.

(e) No exterior play equipment, including basketball goals, shall be located on any lot, unless approved in writing, in advance of installation, by the Architectural Review Committee in its sole discretion.

Section 3.06 Signs. No sign of any kind shall be displayed to the public view in the Subdivision except (i) signs regarding and regulating the use of the common areas, provided that they are first approved in writing by the Association Board and (ii) one professionally prepared sign not in excess of six square feet in size, advertising the residence for sale or rent.

Section 3.07 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 roll out trash containers. Such sanitary containers shall be kept in the garage except on the day of trash collection. If trash is placed on a lot, owner must remove same within 7 days, or earlier if

the rubbish, trash or garbage becomes a nuisance or annoyance to the neighborhood. This restriction shall not apply during the period of construction of a residence on the lot, provided such lot owner makes provision to retain all rubbish, trash and garbage on that particular lot.

If municipal trash collection is, or becomes, unavailable, then trash collection shall be solely at the direction and approval of the Association Board, in which case there shall be only one sanitation company approved for collecting garbage from each lot. The cost of said collection service shall be included in the Association monthly assessment described below.

Section 3.08 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.

Section 3.09 Easements. Easements are reserved as shown on a recorded Plat for various utility installations and maintenance and for other purposes shown on such Plat. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Subdivision which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

Section 3.10 Yard Sales. No yard sales or garage sales of any kind shall be conducted on any lot unless approved in writing, in advance of said event, by the Association Board in its sole discretion.

Section 3.11 Garage Doors Kept Closed. Garage doors and the doors of any other storage rooms or the like shall be maintained in a closed position when not being used for ingress or egress or when the owner is working in the garage or yard, as allowed by the Association Board.

Section 3.12 Rental and Leasing. Declarant shall not lease a lot with a newly home constructed thereon unless Declarant has first used commercially reasonable efforts to sell the lot with a newly constructed home thereon and it does not sell within 4 months of substantial completion of the home. Any lessor shall maintain his/her/its leased property and shall be responsible for payment of the monthly maintenance fee. No lot or residence, or part thereof, shall be rented or used for transient or hotel purposes, which is defined as (i) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a residence only. No lease may be of less than an entire residence on the lot. Any lease agreement shall be in writing, shall provide that the lease and the tenants and occupants shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Association Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease, the lot owner shall notify the Association Board, in writing, as to the name or names of the tenant or tenants and the period during which the lease term shall be in effect and a copy of the lease shall be provided to the Association Board prior to lease commencement. The owner of the property may redact the rental amount paid by the tenant prior to submitting the copy of the lease to the Association Board.

ARTICLE IV -- IMPROVEMENTS TO PROPERTYSection 4.01 Lot Improvements.

- (a) All buildings shall be one of the model types described in Appendix A. The Architectural Review Committee shall be responsible for maintaining copies of all approved plans. New plan proposals shall be reviewed and decided upon by the Architectural Review Committee within four (4) business days. All building exteriors shall be substantially similar to the building exterior existing as of the model types described on Appendix A as of the date of this Declaration. No building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot unless the construction plans, specifications and a plan showing the grade elevation (including front, rear and side elevations), the location of structures, fences, walls or other improvements, the type of exterior building materials, the type and surface material of any driveway and the initial landscaping shall have been approved in writing by the Architectural Review Committee (as hereinafter defined). In order to preserve the uniformity of the residential buildings, the Architectural Review Committee shall insure that all exterior walls of a residential building will be brick or stone as more particularly set forth in Section 4.02 hereof.
- (b) After initial construction of a residence on a lot, no building, fence, wall sign or other structure or improvement shall be commenced, erected or maintained upon a lot, or any part thereof, nor shall any exterior addition to or change or alteration therein be made (specifically including the color and style of the front door), until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee.
- (c) The Architectural Review Committee shall consist of two individuals, who shall constitute its total membership, and shall be appointed to perform the functions set forth in this Section 4.01(c) (the "Architectural Review Committee") and as set forth in the remainder of this Declaration. Until such time as Class B membership ceases pursuant to Section 8.02 hereof, Declarant shall appoint one member of the Architectural Review Committee and one member shall be appointed by the Residents Advisory Committee (who may appoint multiple alternates so that one representative can always attend the meetings) exclusive of the Declarant who shall not be entitled to vote on the one member to be appointed by the owners of the lots in the Subdivision. The resident appointed member of the Architectural Review Committee shall be one of the two Resident Board Members or a qualified resident. Both the Declarant's member and the Residents' member shall each have one vote on any issue before the Architectural Review Committee. No resident alternate member is entitled to vote unless the appointed resident member is unable to attend. After Class B membership ceases pursuant to Section 8.02 hereof, the membership of the Architectural Review Committee shall change to three members and the owners of lots in the Subdivision shall elect all three members of the Architectural Review Committee.

(1) Approval of Building and Landscape Plans.

- (a) Building Plans. After initial construction of a residence on a lot, no "improvement" (as described in Section 4.01(a) and (b), 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08 and 4.09 (b, c, d and e),) may be erected, placed or altered on any lot until the plans and elevations and such other items or matters as may be reasonably required by the Architectural Review Committee (collectively, the "Building Plans") shall have been approved in writing by the Architectural Review Committee.
- (b) Landscape Plans. In addition to the Building Plans, after initial construction of a residence on a lot, no Improvement or landscaping may be erected, placed or altered on any of the Property until the landscape plan shall be prepared and approved in writing by the Architectural Review Committee.
- (c) Alterations. After any Improvement has been erected, no alterations or additions that affect the external appearance of any Improvement may be performed until the plans have been approved in writing by the Committee.

(2) Standard of Review. All Building Plans shall be one of the model types described in Appendix A unless otherwise approved by the Architectural Review Committee. After initial construction of a residence on a lot, the approval of Improvements and landscaping shall be in the sole but not arbitrary discretion of the Architectural Review Committee and shall be based, among other things, on conformance with this Declaration, the requirements of the Planning Commission, compatibility of architectural style and features with the overall development, location and shape of buildings, site plan, to that of neighboring Improvements, and conformity of the Building Plans and landscape plans (collectively, the "Plans") to the purpose and general planning and intent of this Declaration.

(3) Procedure.

(a) Response. Once Plans or other items that are required to be reviewed are submitted to the members of the Architectural Review Committee, the Architectural Review Committee shall convene a meeting to review the Plans. All members must attend the meeting or review the Plans and respond in writing prior to the meeting in order for his or her vote on the Plans to be counted. All decisions of the Architectural Review Committee shall be unanimous until such time as Class B membership terminates pursuant to Section 8.02 hereof, provided, if the decision is not unanimous, the Plans or other items to be reviewed shall be submitted to the Association Board for review and for the ultimate decision. After Class B membership terminates pursuant to Section 8.02, all votes of the Architectural Review Committee shall be by simple majority vote of the members voting on the matter. The Committee shall have a period of up to 4 calendar days from receipt of such Plans within which to review and act upon same. If not disapproved in writing within that period, the Plans shall be deemed approved, provided the same do not violate the terms and provisions of this Declaration or any applicable law or regulation including any development code. The Architectural Review Committee shall provide a written explanation for any disapproval to the Association Board. If plans or other items are

disapproved, the applicant has seven (7) calendar days to appeal the decision, to the Association Board. The Association Board's decision on any Architectural Review Committee matter appealed the Association Board shall be the final and binding determination on the issue.

(b) Commencement and Completion of Work. If Improvements for which Plans have been approved have not been commenced in a material manner within 6 months from the date of approval, such approval shall be deemed to have expired and the Plans must be resubmitted for approval by the Architectural Review Committee in accordance with the requirements of this Section. Any Improvements commenced pursuant hereto shall be completed within 1 year from the date of commencement, except for so long as such completion is rendered impossible, or unless work upon the proposed Improvements would impose a great hardship upon the building party (due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of such party) to whom the Architectural Review Committee's approval is given. The Architectural Review Committee may, upon written request made and received prior to the expiration of the one year period, extend the period of time within which work must be completed. All construction work shall be completed by licensed and insured builders/contractors, as applicable.

Section 4.02 Building Style and Materials. The buildings shall be either one story ranch style or 1 ½ story townhouse style built either with a basement with concrete foundations or on slab on grade with concrete foundations or on block, crawl space, or slab foundations. The exterior building materials of all structures shall be brick and/or stone of a color type essentially the same as the brick and stone in the existing buildings as of the date of this Declaration, except that dormers, gables, and accents may be of other maintenance free materials. Exterior building finishes shall extend to within 6 inches of the finished landscape and sod elevation. Roof shingles shall be of a color, style, and design substantially similar to the roof shingles in the existing buildings as of the date of this Declaration.

Section 4.03 Roof Pitch. The primary roof pitch of any residential structure shall not be less than 8 inches vertical for every 12 inches horizontal, or, if currently less than that pitch on the roofs as of the date of this Declaration, then substantially similar to the roofs of the existing residential structures as of the date of the filing of this Declaration.

Section 4.04 Setbacks. Unless greater restrictions are imposed by the applicable zoning regulations, no structure shall be located on any lot nearer to the front lot line or the side street line than the front lot setback distance shown on the recorded plat.

Section 4.05 Minimum Floor Areas. The total floor area of any residence shall be approximately as set forth in Appendix A. Any residence shall be no less than One Thousand Four Hundred Seventy Five Square Feet (1,475.00 sq. ft.), with the square footage of the garage excluded in the total square footage. Finished basement areas and open porches are not included in computing floor area.

Section 4.06 Garages, Carports and Driveways. Each lot shall have a two car attached garage, being either front or side entry.

Section 4.07 Mail and Paper Boxes. The initial mailbox shall be installed by the builder or Declarant. Thereafter, the lot owner shall be responsible for the maintenance, repair and

replacement of their mailbox. Each lot owner shall be responsible for maintaining their mailbox to the standard set by the Association Board. All mailboxes and paper boxes shall be in the same form and design as currently exists in the Subdivision as of the date of this Declaration.

Section 4.08 Drainage. Drainage on each lot shall conform to the general drainage plans of Declarant for the Subdivision. During construction, each lot owner shall ensure that the grading of his or her lot shall comply with the drainage plans. If drainage is blocked or altered by a lot owner, the lot owner shall correct the problem, immediately upon notice from the Association Board, at the owner's expense, or the Association Board may correct the problem and bill the lot owner for the cost to correct the problem.

Section 4.09 Landscaping, Sidewalks, Driveways and Doors.

(a) Grading and Sodding. All yards shall be graded and sodded upon completion of construction of a residence. All finished grades must be in accordance with construction plans approved by and on file with the appropriate Jefferson County, Kentucky agencies.

(b) Trees, Shrubs and Landscaping. The trees, shrubs, and landscaping in the yard of every lot shall comply with the comprehensive plan for the Subdivision. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. Weeds and other unsightly vegetation on all lots not owned by Declarant shall be kept under control by the Association (the Declarant shall be responsible for the lots owned by the Declarant). A lot owner shall be entitled to plant his/her own trees and landscape, only to the extent the same is approved, in writing, in advance of planting, by the Association Board in its sole discretion. Subject to the provisions in Article V hereof, the Association shall not be responsible for the maintenance of any additional landscaping except as agreed to in writing by the Association Board, and only on the condition such maintenance is paid for by the lot owner by special assessment.

(c) Driveways. Each lot owner shall install and finish a driveway comprised of exposed aggregate concrete. Lot owners shall not alter or change the driveway in any manner without the prior written approval of the Architectural Review Committee. Each lot owner shall be responsible for maintaining their driveway to the standard set by the Association Board. If the Association determines the lot owner failed to maintain their driveway to the standard set by the Association Board, the driveway shall be maintained thereafter by the Association with the cost and expense thereof paid by the lot owner as a special assessment on each lot so maintained.

(d) Decks and Patios. No decks shall be constructed on any lot except in the back of walkout type basement homes, provided, however, that any such deck allowed hereunder shall be approved in its design and location by the Architectural Review Committee prior to construction. Lot owners shall not alter or change the decks or patios, if approved, in any manner without the prior written approval of the Association Board. The lot owners shall be responsible for maintaining the decks and patios on their lot to the standard set by the Association Board. If the Association determines the lot owner failed to maintain their deck and/or patio to the standard set by the Association Board, the deck and/or patio shall be maintained thereafter by the Association with the cost and expense thereof paid by the lot owner as a special assessment on each lot so maintained.

(e) Sidewalks. Sidewalks, if applicable, shall be installed as set forth on the development plan and record plats of the Subdivision in accordance with the zoning and subdivision regulations of Jefferson County, Kentucky. Sidewalks shall be maintained thereafter by the Association unless otherwise maintained by the local government or municipality.

(f) Yard Maintenance and Easement in Gross. Every owner of record of a lot in this Subdivision shall also be obligated to participate in the regular yard maintenance program of the Association, for cutting the grass on all portions of every lot, for maintaining shrubbery, grass and controlling weeds on every part of every lot (except that landscaping within a fenced in area and landscaping not within the comprehensive plan which is approved by the Architectural Review Committee and installed by the lot owner, shall be the responsibility of individual lot owners). Any landscaping installed by the lot owner and not adequately maintained, as determined by the Association Board, can be maintained by the Association, the cost of same to be paid for by the lot owner as a special assessment. Yard maintenance shall be managed by the Association Board and part of the Association dues collected shall be used for this purpose and disbursed in accordance with the purposes generally described herein. In furtherance of these maintenance obligations of both the Association to perform these functions and of the lot owners to permit the Association to do so, the Association and the Declarant (to the extent of its maintenance obligations contained herein) shall have an easement in gross over the entirety of the Subdivision, including each and every individual lot, for the purposes of carrying out these maintenance obligations. By acceptance of a deed in this Subdivision, lot owners acknowledge this responsibility of the Declarant and the Association, and the reciprocal responsibility on its part to abide by these provisions and to do no such thing as would in any way interfere with the obligations and responsibilities of the Declarant and the Association to carry out these maintenance functions. Entering onto a lot owner's lot shall not be deemed a trespass for the purpose of fulfilling the responsibilities of these maintenance functions. As with all other provisions of this Declaration, a lot owner's failure to abide by these provisions shall also entitle the Association Board, to enforce these provisions by fine, levied by the Association Board, which fine shall constitute a new fine for each day of violation. Fines shall bear interest and be enforced in the manner provided elsewhere in this Declaration. The Association has no responsibility for replacing shrubs or trees on owners' lots.

(g) Irrigation System. All yards shall include an irrigation system which shall be maintained by the Association. Replacement and major repairs, that are not required as a consequence of lot owner damage or negligence, shall be the responsibility of the Association as well. Any damage caused by lot owner negligence shall be charged to the lot owner as a special assessment. The lot owner is absolutely obligated to utilize the irrigation system on a regular on-going basis such as is necessary to maintain the yard in a green and healthy condition, and the Association shall be authorized to enter upon a lot owner's lot, and is hereby granted an easement in gross, as further defined below, to assure that the system is operating in accordance with Association rules and regulations.

(h) Enforcement. Upon a lot owner's failure to abide by or comply with the provisions this Section 4.09, the Association Board may take such action as necessary to enforce a lot owner's obligations and compliance therewith. A lot owner shall immediately, upon demand, reimburse the Association, at the Association Board's direction, other performing party, for all expenses incurred in so doing, including reasonable attorney's fees, together with allowable statutory interest. The Association shall have a lien on that lot and the improvements thereof to

secure repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 4.10 Utilities.

(a) Each property owner's utility service lines shall be underground throughout the length of service line from the utility's point of delivery to a customer's building. Title to the portion of the service lines for all buildings that share a utility service line up to the point the service line enters the building, shall be with the Association, and the maintenance responsibility thereof shall be borne by the Association. For the water service, the utility service line shall be maintained by the Association up to the point of the exterior water shut off valve for each residence, and thereafter, shall be maintained by the lot owner. Title to the portion of the service lines for all buildings with detached stand-alone structures with a separate utility service line for only that one building, shall be with the owner of the lot upon which the service line is located and the maintenance responsibility thereof shall be borne by the owner of the lot upon which the service line is located. Appropriate easements are hereby dedicated and reserved to each property owner and the Association, as applicable, together with ingress and egress over abutting lots, buildings or properties to install, operate and maintain utility service lines to the utility's termination points. If a utility service line owned by the Association causes needed repairs inside a property owner's building, the Association shall be responsible for such repairs as well as any resulting damage to the building or property caused by the service line owned by the Association, including, but not limited to, damage to drywall, flooring, subflooring, etc. Provided, however, a property owner shall be responsible for any repairs which take place inside a neighboring property owner's building if caused by the negligence attributable to the responsible property owner, as well as any damage to the building or property, including, but not limited to, damage to drywall, flooring, subflooring, etc. The decision of the Association Board as to whether the needed repairs and damage are the responsibility of the property owner, the Association, or a negligent neighboring property owner shall be final and binding on the issue. Such damage shall be repaired as soon as reasonably practical following the repair to the utility service line. Utility service lines, as installed, shall determine the exact location of said easements. Utility 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 made by any person or lot owner without the express written consent of utility service providers and their respective successors and assigns.

(b) Easements for overhead and underground transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces outlined by dashed lines on the Development Plan and designated for underground and overhead facilities. Aboveground utility transformers and pedestals may be installed at appropriate points in applicable utility easements. In consideration of bringing utility service to the lots shown on this plat, each utility is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The utility easements hereby specified above and/or dedicated and reserved to the Association, as shown on the recorded plat of this subdivision, shall include easements for the installation, operation and maintenance of water and sanitary sewer service plus electric, gas, telephone and 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 media.

(d) The lot owners shall be responsible for payment of all utility services to the lot. Water for the irrigation system shall be paid by all residents through their monthly assessment.

Section 4.11 Preservation of Trees, Landscape Buffer.

Woodland Protection Areas (WPAs), Tree Protections Areas (TPAs) and Tree Canopy Protection Area (TCPAs), if any, identified on a plat or Planning Commission approved plan of the Subdivision represent individual trees and/or portions of the site designated to meet requirements of the Planning Commission or zoning and subdivisions regulations of Jefferson County, Kentucky and are to be permanently protected in accordance with provisions thereof. All clearing, grading and fill activity in these areas must be in keeping with the zoning and subdivision regulations and/or with Planning Commission restrictions established at the time of plan approval. As trees within these areas are lost through natural causes, new trees shall be planted by the Association in accordance with these requirements, if any, in order to maintain minimum tree canopy as specified on the approved development or preliminary subdivision plan. Removal of vegetation within these areas may be necessary for the purpose of installing infrastructure that Jefferson County Sewer District, any governmental agency, or utility may require.

Any Landscape Buffer Area shown on a Planning Commission approved plat or plan of the Subdivision as "LBA" or "Landscape Buffer Area" may depict the type, number and location of plants to be planted and maintained in the LBA. No party, including any lot owner, the Declarant or its assignee (including the Association) may remove or destroy plantings within the LBA, and the LBA must be maintained in accordance with the approved landscape plan and provisions of the zoning and subdivisions regulations of Jefferson County, Kentucky by the Declarant or its assignee.

Any tree or shrub removed in violation of this Declaration shall be replaced by the person who removed the tree or shrub within 30 days of demand by the Association Board, or said tree or shrub shall be replaced by the Association Board, and the cost of same shall be assessed to the lot owner. Trees planted to replace a tree that is improperly removed at Association Board's sole discretion, may be required to equal the diameter of the removed tree (that is, one tree of the same diameter or multiple trees together equaling the same diameter of the removed tree) and shrubs and under story vegetation shall be replaced using native species.

These restrictions may be amended or released only with the prior approval of the Planning Commission.

Section 4.12 Damage caused by Construction Operations. The repair of damage, caused by the builder or one of his/her contractors to utilities lines and/or other lots or common areas, whether owned by the Association or a private party owner, is the responsibility of said builder or contractor. Any party enforcing this obligation shall have the obligation to show the damage was caused by the Declarant or one of his/her contractors or subcontractors; however, this obligation shall not apply if the parties are in agreement as to cause and amount of damage.

ARTICLE V--- OWNERS OBLIGATIONS

Section 5.01. Association Obligation of Maintenance and Repair: It shall be the responsibility of the Association to maintain, repair, and paint, as applicable, at the expense of the Association, the common areas and all grounds maintenance, including, but not limited to, the entryway features, sidewalks, general landscaping not directly adjacent to a residence, and utility service lines as set forth in Section 4.10 hereof. The Declarant shall be responsible for the initial construction and installation of all common drainage swales, ditches, and pipes not placed in Jefferson County Sewer District easements, which shall thereafter be maintained by the Association.

Section 5.02. Owner Obligation of Maintenance and Repair. It shall be the responsibility of each lot owner with respect to the lot owned by such owner:

- (1) To maintain, repair, and replace at the expense of such lot owner all portions of the building on the lot. Such maintenance, repair, and replacement shall not change the appearance of any portion of the exterior of the building without prior written approval of the Architectural Review Committee.
- (2) To maintain, repair, and replace at the expense of each lot owner the appliances and fixtures located in the residence and the appliances and fixtures located outside the residence benefitting the residence to the exclusion of any other residence, including, but not limited to, any plumbing fixtures, water heaters, heating and air conditioning equipment, interior and exterior lighting fixtures, refrigerators, dishwashers, disposals, ranges, microwaves, hoods and fans, sinks, lamps, doors, telephones or any electric, gas or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.
- (3) To maintain, repair, and replace at the expense of each lot owner the fences, driveways, pergolas, decks, and patios, to the extent any are approved as set forth herein, if applicable.
- (4) To maintain the landscaping and flowers on the lot that are not maintained by the Association as set forth in Section 4.09(f). Any landscaping or flowers not adequately maintained, as determined by the Association Board, can be maintained by the Association, the cost of same to be paid for by the lot owner as a special assessment.
- (5) The lot owners shall be responsible for maintenance and repair of all property service connections outside of Jefferson County Sewer District easements and for any private sewers not placed in Jefferson County Sewer District easements.

Section 5.03 Obligation to Construct or Reconvey. Within 12 months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a single-family dwelling approved in accordance with Section 4.01 hereof, upon each lot conveyed, Declarant may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed without interest of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Declarant by deed of special warranty.

Section 5.04 Substantial Building Damage or Destruction. In the event of substantial damage to or destruction of a building, the owner(s) of the lot shall promptly restore or replace

the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association. The restoration or replacement of the building shall be completed within 12 months following the substantial damage to, or destruction of, the building. In any event, within 90 days of such substantial damage to, or destruction of, a building, the lot owner shall take such actions as are necessary to restore the building so as not to be a nuisance, hazard or to detract from the value of the Subdivision; provided that, if a lot owner fails to take such actions within 90 days of such substantial damage to, or destruction of a building, and the Association may perform the same, and the cost thereof shall constitute a special individual assessment against the lot.

Section 5.05 Insurance. The Association shall maintain liability insurance on the common areas and any property for which the Association is responsible. It is the responsibility of the homeowner to maintain casualty and liability insurance on their homes, driveways, and lots.

ARTICLE VI -- GENERAL PROVISIONS

Section 6.01 Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner or by the Association Board against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or the Association Board 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.

Enforcement of these restrictions may also be by fine, levied by the Association Board. Each lot owner, by accepting a deed for a lot within the subdivision, agrees to accept the judgment of the Association Board with regard to any fine levied for violation of the terms of this Declaration and further agrees to the same lien rights for nonpayment as set forth in Section 9.01 hereinbelow. Fines shall not be more than \$50 per violation per day, each day being considered a new violation, but such fines up to that amount are entirely within the discretion of the Association Board. Unpaid fines shall bear interest at the same rate as unpaid assessments and shall be collectible in the same method as unpaid assessments, along with reasonable attorney's fees.

Section 6.02 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6.03 Restrictions Run With Land. Unless canceled, 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 30 years from the date this document is recorded, after which time they shall be extended automatically for successive periods of 10 years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. So long as Class B membership exists pursuant to Section 8.02, the Declarant shall have the right, with the written consent of 75% of the owners of constructed homes in the Subdivision who are also residents in those homes, to alter or amend this Declaration and the terms thereof.

Once the Class B Membership terminates, these restrictions may be canceled, altered or amended at any time by a written instrument signed by the owners of the lots with 75% of the votes in the Association and recorded in the Jefferson County Clerk's office. No amendment shall be effective to release the Association from its responsibility to maintain walkways, open areas and medians, located in publicly dedicated rights-of-way or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

Section 6.04 Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 6.05 Non-Liability of the Directors and Officers. The directors and officers of the Association Board shall not be personally liable to the owners for any mistake or judgment for any other acts or omissions of any nature whatsoever while acting in their official capacity on behalf of the Association Board, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. This Section 6.05 shall not apply to any acts of the Declarant in its capacity as developer or builder in the Subdivision as opposed to the Association Board. The lot owners shall indemnify and hold harmless each of the directors and officers of the Association Board and their respective heirs, executors, administrators, successors and assigns. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6.06 Association Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Association Board shall be final and binding on each and all such owners.

Section 6.07 Compliance with Other Laws. Nothing herein shall limit application of any zoning, regulation or any ordinance and where such regulation or ordinance conflicts with this Declaration, the more restrictive shall prevail. No approval given by the Association Board shall be deemed a representation by the Association that the matter approved complies with any law, ordinance or regulation of any governmental entity having jurisdiction.

Section 6.08. Assignee of Declarant. As the term "assignee" is utilized herein, it shall mean the Association in accordance with the provisions of Article VIII hereof but, prior thereto, any entity which legally succeeds to the rights of the Declarant named herein as a consequence of a legal assignment of said named Declarant's rights as "Declarant" as set forth herein.

ARTICLE VII -- PROPERTY RIGHTS

Section 7.01 Owners' Easement of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to areas shown as common area

or open space on a plat of any section of the Subdivision, or otherwise designated common areas on the record plats of the Subdivision, including, but not limited to, retention/detention basins, non-buildable open space lots, entranceways, undedicated streets, medians, and other improvements thereto), if applicable. Declarant releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the right of the Association Board to adopt rules for the common areas and to suspend the voting rights of any owner for any period during which any assessments against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

Section 7.02 Association's Right of Entry. The authorized representative of the Association or the Association Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas and the areas described in Section 7.04 below, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore such lot to its former condition.

Section 7.03 No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the open space lots or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the Association Board from allowing a partition in exceptional circumstances through acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 7.04 Association Easements in Gross. The Association shall have a right and easement, including without limitation the right of vehicular and pedestrian ingress and egress over, under and across the entirety of the Subdivision to perform its obligations pursuant to this Declaration. The Association and the Declarant or its assigns (to the extent of Declarant's maintenance responsibilities separate from the Association) shall have an easement in gross over the entirety of the Subdivision, including each and every individual lot, for the purposes of carrying out its obligations pursuant to this Declaration, including, but not limited to, its maintenance and utility service obligations. By acceptance of a deed in this Subdivision, lot owners acknowledge this responsibility of the Association and the Declarant, and its assignee, and the reciprocal responsibility on its part to abide by these provisions and to do no such thing as would in any way interfere with the obligations and responsibilities of the Association and the Declarant and its assignee, to carry out these functions. Entering onto a lot owner's lot shall not be deemed a trespass for the purpose of fulfilling the responsibilities of the Association or the Declarant pursuant to this Declaration. As with all other provisions of this Declaration, a lot owner's failure to abide by these provisions shall also entitle the Association to enforce these provisions by fine, levied by the Association Board, which fine shall constitute a new fine for each day of violation. Fines shall bear interest and be enforced in the manner provided elsewhere in this Declaration.

Section 7.05 Reservation of Side Yard Construction and Maintenance Easement. Each lot on which there is to be located a residential structure ("dominant lot") shall be entitled to, and shall benefit from, an easement of access on, over and through so much of the adjoining side yard of any lots adjoining said lot ("servient lot" or "lots" as the case may be) for the purpose of

constructing and maintaining a residential structure. This easement of access shall be for construction and maintenance purposes only and shall be limited in duration to the time that it takes to construct and maintain the residential structure on said dominant lot. If any of the adjoining side yard or other property of a servient lot is damaged or disturbed by any person or entity engaged in construction or maintenance on the dominant lot entitled to the easement, then the owner of the dominant lot entitled to the easement shall be responsible for that damage and by acceptance of a deed of ownership of said dominant lot agrees to indemnify and hold harmless the owners of all adjoining servient lots to the extent that said adjoining servient lots are disturbed or damaged as a result of said dominant lot owner's use and enjoyment of the referenced easement.

ARTICLE VIII -- HOMEOWNERS ASSOCIATION

Section 8.01 Membership. Declarant and every owner of a lot which is subject to an assessment shall be a member of the Association. Such owner and member shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association Board. Conveyance of a lot (except a conveyance to a mortgagee) automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 8.02 Classes of Membership. The Association shall have two classes of voting membership. Membership in the Association shall be as set forth in the Articles of Incorporation of the Association which shall be as follows:

(a) Class A. Class A members shall be all owners of lots within the Subdivision, with the exception of Declarant. When more than one person holds an interest in any lot, all such persons shall be the Class A Members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Class A Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(b) Class B. The Class B member in the Association shall be the Declarant. The Class B membership of Declarant shall cease and be converted to Class A membership (at which time the Class B members, through their Association, shall automatically be viewed as the "assignee" of Declarant) on the happening of any of the events specified in paragraph (c) below, whichever occurs earlier.

(c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote (except as provided in Section 6.03 and Section 8.04) until the earlier of:

(i) When, in its discretion, the Declarant member(s) so determine(s);

(ii) Within 180 days following the date when 100% of the lots which may be developed in this Subdivision have been sold by the Declarant, excluding a bulk

sale of the lots to another party along with an assignment of the Declarant rights pursuant to this Declaration; or

(iii) January 1, 2030.

Section 8.03 Rights and Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency, authority or utility having jurisdiction thereof, those items specifically set forth as Association obligations in Article IV and Article V, the common areas, including, without limitation, any open spaces, walkways, entranceways, streets, medians (even where located in publicly dedicated rights-of-way), sidewalks, crosswalks, storm drains, common drainage swales, basins, recreational facilities, if any, pipes not in Jefferson County Sewer District easements, and landscaping located therein. Until release of the drainage bond on the subdivision, the Declarant and/or Association, as the case may be, shall be responsible for maintenance of all drainage facilities on both undeveloped lots and common area. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include, among other things, lawn care and collection of garbage (if not collected by a municipality). All rights reserved by Declarant in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Section 8.02 above, and thereafter any reference to Declarant shall be construed to mean the Association. Prior to the Class B membership interests ceasing pursuant to Section 8.02 above, the Declarant shall ensure that all road, drainage, sanitary sewer, water service, required landscaping, and other required infrastructure are installed by the Declarant.

Section 8.04 Association Board. The Association Board shall consist of a minimum of five individuals, who shall constitute its total membership. Two members shall be elected by, and from, the owners of constructed homes in the Subdivision who are also residents in those homes (the "Resident Board Members"). The Declarant is specifically excluded from voting on those two memberships. The Declarant shall appoint the remaining members of the Association Board. Alternate members, in order to ensure attendance at Association Board meetings, may be determined by the appointing or electing authority. After Class B membership ceases pursuant to Section 8.02 hereof, the Association Board shall be elected as set forth in the Bylaws of the Association.

Section 8.05 Dissolution of Condominium Association. Upon the recording of this Declaration and the creation of the Association, the Owners and the existing board of directors hereby consent and agree to the immediate dissolution of the Condominium Association. Pursuant to Article XIII of the Articles of Incorporation for the Condominium Association, the board of directors hereby directs the Condominium Association to transfer all assets, including all funds in bank accounts, to the Association to be held in accordance with this Declaration.

Section 8.06 Future Extension of Public Right of Way. The Association shall install signs, approved by the appropriate Louisville Metro agencies, which indicates the future extensions of the public right of way for streets in the Subdivision. Such signs shall be installed prior to release of any bonds for the installation of the street infrastructure.

Section 8.07 Mosquito Abatement. After release of the drainage bond for the Subdivision, mosquito abatement on open space lots shall be the responsibility of the

Association. Accumulations of water in which mosquito larvae breed or have the potential to breed are required to be treated with a mosquito larvicide approved by Jefferson County Health Department. Larvicides shall be administered in accordance with the product's labeling.

ARTICLE IX – INITIATION FEE AND ASSESSMENTS

Section 9.01 Assessments; Creation of the Lien and Personal Obligation. As of the date of recording of this Declaration, the Condominium Association account shall be dissolved and all of its funds will be transferred to the Association as follows: \$2,749.00 of the funds in the Condominium Association account shall be placed into a Capital Replacement Fund, established by the Association Board, and the remaining funds placed into an Association Operating Account. Thereafter, the Association shall pay into the Capital Replacement Fund from month to month that portion of assessments collections from the lot owners attributable to budget items for capital replacement reserves, the monthly amount of which shall be determined by the Association Board, but initially set at \$10 per month per lot. Each future lot owner, except Declarant, builder, and the Association, by acceptance of a deed for a lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association, (i) an initiation fee equal to one month of the then current monthly assessment (prior transfers specifically excluded), (ii) monthly, quarterly, or annual assessments or charges as set forth below, and (iii) special assessments as set forth elsewhere herein for any improvement set forth in this Declaration and for any other capital improvements determined necessary by this Declaration or by the Association Board, such assessments to be established and collected as provided in this Article IX. Declarant shall be responsible for the maintenance costs specifically relating to the lots that Declarant owns. When a builder commences construction of a residence on a lot, it shall immediately pay a one-time fee of \$100 to the Association Operating Account to defray the cost, if any, of its usage of common water during the period of construction. Upon substantial completion of a new residence, the owner of said lot/residence (which could mean the builder until such time as the lot/residence is sold) shall begin paying their fair costs for maintaining the property and common areas of Spring Villa in the amount of sixty (\$60) dollars per month until such time as the residence on the lot is occupied; at which time full regular monthly assessments shall be paid. When Class B membership in the Association is converted to Class A membership, Declarant shall begin to pay assessments to the Association for each lot Declarant owns in the same manner and amount as every other lot owner pays assessments, but not until that time. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

Section 9.02 Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the lot owners, all of whom are members of the Association, and in particular for the acquisition, improvement and maintenance of the Subdivision lots and Association properties, as well as services and facilities devoted to this purpose, all as described herein and as determined by the Association Board. Assessments shall

also cover the cost of labor, equipment, materials, management and supervision, payment of taxes, if any, assessed against the open space lots, the procurement and maintenance of insurance in accordance with the Bylaws, the maintenance responsibilities of the Association for the items set forth in this Declaration, the employment of attorneys, accountants and other professionals to represent the Association when necessary, the cost of snow removal, the cost of street lighting, and such other needs as may arise. Until such time as Class B Membership ceases pursuant to Section 8.02 hereof, the Resident Board Members shall control the expenditure of Association funds, except that the Association Board shall approve the yearly budget pursuant to which such expenditures are made. The Resident Board Members shall consult with and act pursuant to such committees as are established by the owners of constructed homes in the Subdivision who are also residents in those homes.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article VIII, Section 8.02, the Association Board in conjunction with the Resident Finance Committee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 9.03 Monthly Assessment.

Until December 31, 2014, the initial monthly assessment shall be set at a rate not to exceed \$180.00 per month. Thereafter, the Association Board shall fix each monthly assessment and shall determine when the assessments shall be paid.

Owners shall pay their pro rata share for residential water service in their monthly assessment.

Section 9.04 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, maintenance, reconstruction, repair or replacement of a capital improvement upon common areas and upon the lots which the Association has the maintenance responsibility, including fixtures and personal property related thereto, including but not limited to those items described in Articles IV and V above. Any such assessment shall have the assent of the members of the Association, in accordance with the Bylaws. Provided, however, special assessments for new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to 5% or more of that fiscal year's budget, without the prior consent of the lot owners exercising not less than 75% of the voting power of lot owners and provided the Declarant is not able to vote for the lot owners on this vote.

Section 9.05 Uniform Rates of Assessment. The monthly general assessments shall be fixed at uniform rates for all lots, except those owned by Declarant during the period when Class B membership exists in the Association, as provided in Section 9.01 of this Article.

Section 9.06 Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall begin as to any lot subject to the assessment on the day the lot is conveyed to the owner or the day the lot is occupied pursuant to Section 9.01. Said assessment

shall be prorated for the number of days remaining in the period of the closing or the period from the date of occupancy. The assessments shall be due on the first day of each month and are delinquent if not paid by the 10th day of the month.

Section 9.07 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, including monthly assessments, not paid by the due date shall be subject to a late charge of 10% of the amount due for each period a payment is late or as otherwise determined by the Association Board. The Association may bring an action at law against the owner personally obligated to pay an assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of common areas or abandonment of such owner's lot.

Section 9.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

Section 9.09 Financial Statements. Within 120 days following the close of each fiscal year, the books and records of the Association shall be examined by an independent professional. The results of this examination shall be available for inspection, during the course of normal business hours, by the lot owners and the holder, insurer, or guarantor of any mortgage which is secured by a lot in the Subdivision on a submission of a written request for inspection to the custodian of the records.

Section 9.10 Homeowners Association Funds. All Homeowners Association monies, including, but not limited to the Capital Replacement Fund, shall belong to the Association and remain in Association accounts. At no time does the Declarant have ownership of said funds.

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THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

WITNESS the signature of Declarant and the Owners by its duly authorized representative as of the day, month, and year first above written.

The "Owners":

Woodie McElvaney

Janice McElvaney

Woodie m. McElvaney
Signature

Janice H McElvaney
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)

SS.

JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Woodie McElvaney**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)

SS.

JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Janice McElvaney**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Brenda Diller


Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

9/24th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Brenda Diller**.

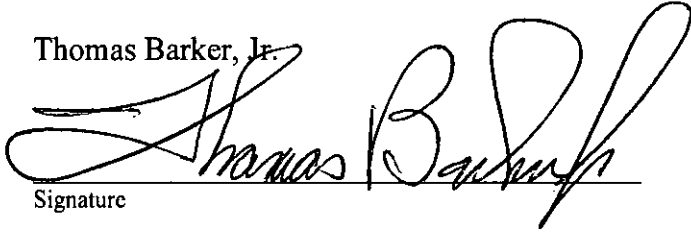
My Commission expires: 3/10/2015


Notary Public, State-at Large, Kentucky



THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Thomas Barker, Jr.



Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

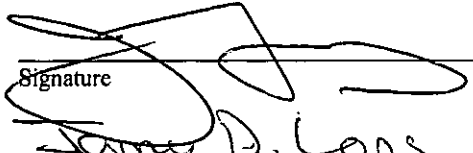
The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of MAY, 2014, by **Thomas Barker, Jr.**

My Commission expires: July 2


Notary Public, State-at-Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Citizens Union Bank, a Kentucky corporation



 Signature _____
James D. Long
 Print Name _____
Sr. V. Pres
 Title _____

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
 JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2014, by James D. Long, as Sr. Vice Pres, on behalf of **Citizens Union Bank, a Kentucky corporation**.

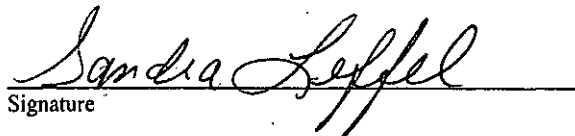
My Commission expires: 1-21-2018



 Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION
FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Sandra Leffel

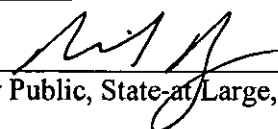

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this
day of November, 2014, by Sandra Leffel.

My Commission expires: 1-21-2018


Notary Public, State-at-Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Walter Enlow

Karen Enlow


Signature 

Signature 

NOTARY CERTIFICATE


COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Walter Enlow**.

My Commission expires: JULY 20, 2018

Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Karen Enlow**.

My Commission expires: JULY 20, 2018

Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Gwendolyn Lambert

Gwendolyn Lambert
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Gwendolyn Lambert**.

My Commission expires: July 22, 2018
[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Mary Camille Erwin

Mary Camille Erwin
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2014, by **Mary Camille Erwin**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State of Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Clarence Disney

Judy Disney

Clarence Disney
Signature

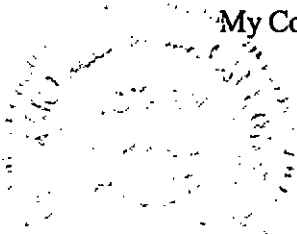
Judy Disney
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1 day of DECEMBER, 2014, by Clarence Disney.

My Commission expires: July 11, 2017



Randall J. Mayall
Notary Public, State-at-Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1 day of DECEMBER, 2014, by Judy Disney.

My Commission expires: July 11, 2017



Randall J. Mayall
Notary Public, State-at-Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Carolyn Woodson

Catherine Woodson

Carolyn E. Woodson
Signature

Catherine Woodson
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY)

SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18 day of NOV, 2014, by **Carolyn Woodson**.

My Commission expires: July 22, 2018

Paul Estelle
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY)

SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18 day of NOV, 2014, by **Catherine Woodson**.

My Commission expires: July 22, 2018

Paul Estelle
Notary Public, State-at Large, Kentucky

**THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION
FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION**

Terri Harrel *Kelley*

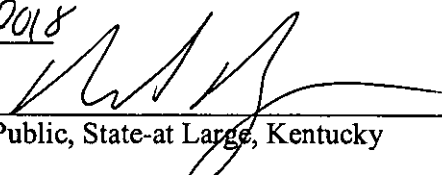
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
13th day of November, 2014, by ~~Terri Harrel~~ → *Kelley*

My Commission expires: 1-21-2018



Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Christine Wojtowicz

Christine A Wojtowicz
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of March, 2014, by **Christine Wojtowicz**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at-Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

George Freeman

Valerie Freeman

George Freeman

Signature

Valerie Freeman

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

13K The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **George Freeman**.

My Commission expires: 1-21-2018

[Signature]

Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

13K The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Valerie Freeman**.

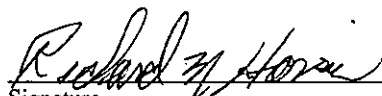
My Commission expires: 1-21-2018

[Signature]

Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Richard M. Harris


Signature

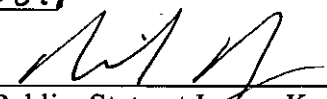
NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY)

SS.

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Richard M. Harris**.

My Commission expires: 1-21-2018



Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Duane Wright

Geraldine Wright

Duane Wright
Signature

Geraldine S Wright
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12 day of NOV, 2014, by **Duane Wright**.

My Commission expires: July 22, 2018
Charles R. Estep
Notary Public, State-at Large, Kentucky

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18 day of NOV, 2014, by **Geraldine Wright**.

My Commission expires: July 22, 2018
Charles R. Estep
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Harold Adkins

Charlene Adkins

Signature

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)

SS.

JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Harold Adkins**.

My Commission expires: 1-21-2018

Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)

SS.

JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Charlene Adkins**.

My Commission expires: 1-21-2018

Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Joseph C. Shoemaker

Nancy Shoemaker

Joseph C. Shoemaker
Signature

Nancy Shoemaker
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)

) SS.

JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Joseph C. Shoemaker**.

My Commission expires: July 22, 2018
Paul R. Costello
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)

) SS.

JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Nancy Shoemaker**.

My Commission expires: July 22, 2018
Paul R. Costello
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION
FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Terri Lynn Schneider

Terri Lynn Schneider
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
13th day of November, 2014, by **Terri Lynn Schneider**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Barbara Curry

Barbara Curry
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2014, by **Barbara Curry.**

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Bettie McCormick

Bettie McCormick
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2014, by **Bettie McCormick**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at-Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Roger Goodin, Sr.

Donna Goodin

Roger Goodin Sr.
Signature

Donna Goodin
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of November, 2014, by **Roger Goodin, Sr.**

My Commission expires: August 2, 2017



K. Hatler
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of November, 2014, by **Donna Goodin.**

My Commission expires: August 2, 2017



K. Hatler
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Louis Harbsmeier

[Handwritten Signature]
Signature

Barbara Harbsmeier

[Handwritten Signature]
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Louis Harbsmeier**.

My Commission expires: 1-21-2018

[Handwritten Signature]
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

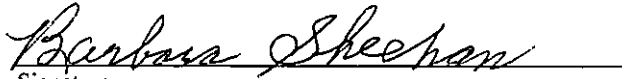
13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Barbara Harbsmeier**.

My Commission expires: 1-21-2018

[Handwritten Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Barbara Sheehan

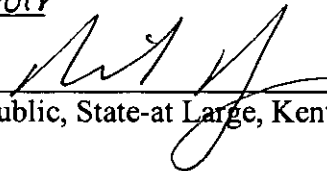

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)


The foregoing instrument was subscribed, sworn to and acknowledged before me this
13th day of November, 2014, by **Barbara Sheehan**.

My Commission expires: 1-21-2014


Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

David Royall

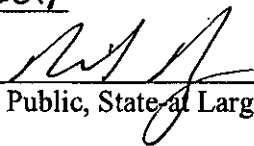

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
) SS.
JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of NOVEMBER, 2014, by **David Royall**.

My Commission expires: 1-21-2014


Notary Public, State at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Bobby Lanham

Barbara Lanham

Bobby C. LANHAM By Signature
Barbara S. Lanham P.O.A. Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY) SS.

19th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by Bobby Lanham, by Barbara S. Lanham, POA

My Commission expires: 06/10/2018

Carolyn M. DeLoach, NPSAL
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY) SS.

19th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by Barbara Lanham.

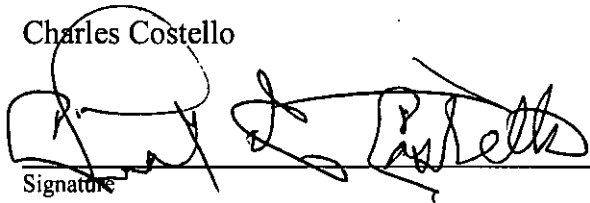
My Commission expires: 06/10/2018

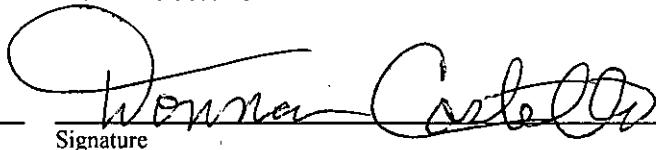
Carolyn M. DeLoach, NPSAL
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Charles Costello

Donna Costello


Signature



Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

13^K The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Charles Costello**.

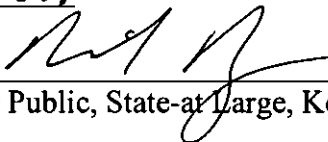
My Commission expires: 1-21-2018


Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

13^K The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Donna Costello**.

My Commission expires: 1-21-2018


Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

C. Nell Freeman Living Trust

C Nell Freeman
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2014, by C Nell Freeman, as Trustee on behalf of the C. Nell Freeman Living Trust.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Kendrix Combs

Patricia Combs

Kendrix Combs
Signature

Patricia Combs
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY)

SS.

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Kendrix Combs**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY)

SS.

13th The foregoing instrument was subscribed, sworn to and acknowledged before me this day of November, 2014, by **Patricia Combs**.

My Commission expires: 1-21-2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

David Hall

Judy Hall

David Hall

Signature

Judy Hall

Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)

)

SS.

JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **David Hall**.

My Commission expires: JUL 22, 2018

[Signature]
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)

)

SS.

JEFFERSON COUNTY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17 day of NOV, 2014, by **Judy Hall**.

My Commission expires: JUL 22, 2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

Emily C. Williams

Donna Hone

Emily C. Williams
Signature

Donna C. Hone
Signature

NOTARY CERTIFICATE

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of NOV, 2014, by **Emily C. Williams.**

My Commission expires: July 22, 2018

[Signature]
Notary Public, State-at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
)
JEFFERSON COUNTY) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of NOV, 2014, by **Donna Hone.**

My Commission expires: July 22, 2018

[Signature]
Notary Public, State-at Large, Kentucky

THIS TERMINATION AND WAIVER OF MASTER DEED OF HORIZONTAL PROPERTY REGIME AND DECLARATION FOR SPRING VILLA CONDOMINIUMS AND ESTABLISHMENT OF NEW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLA SUBDIVISION

David R. Phelps

Sharon L. Phelps

David R. Phelps
Signature

Sharon L. Phelps
Signature

NOTARY CERTIFICATE

state of Florida
~~COMMONWEALTH OF KENTUCKY~~)
Manatee)
JEFFERSON COUNTY)

SS.

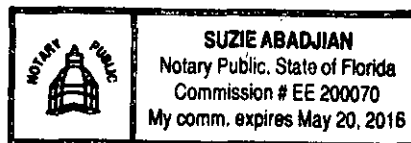
The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of December, 2014, by David R. Phelps.

My Commission expires: May 20, 2016

[Signature]
Notary Public, ~~State at Large, Kentucky~~ state of Florida

state of Florida
~~COMMONWEALTH OF KENTUCKY~~)
Manatee)
JEFFERSON COUNTY)

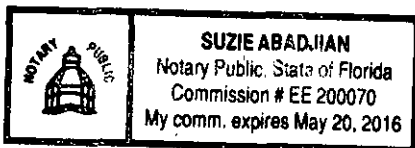
SS.



The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of December, 2014, by Sharon L. Phelps.

My Commission expires: May 20, 2016

[Signature]
Notary Public, ~~State at Large, Kentucky~~ state of Florida



THE UNIVERSITY OF KENTUCKY
KENTON, KENTUCKY

March 1, 1914

Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 27th inst.

STATE OF KENTUCKY

OFFICE OF THE COMMISSIONER OF LANDS

28

TO THE COMMISSIONER OF LANDS

The following instrument was acknowledged before me this 1st day of March, 1914:

My Commission expires _____

Henry Wood, State of Kentucky



STATE OF KENTUCKY

TO THE COMMISSIONER OF LANDS


The following instrument was acknowledged before me this 1st day of March, 1914:

My Commission expires _____

Henry Wood, State of Kentucky

NOTARY PUBLIC
STATE OF KENTUCKY
KENTON, KENTUCKY

THIS INSTRUMENT PREPARED BY:



BARDENWERPER, TALBOTT & ROBERTS, PLLC
Building Industry Association of Greater Louisville Building
1000 N. Hurstbourne Parkway, Second Floor
Louisville, KY 40223

E:\CLIENT FOLDER\CUB Bank\SPRING VILLA\Termination Docs\1. TERM. OF CONDO REGIME\Termination of Condominium Regime and CCRsv18 12 17
14.doc
AMC Rev. 12/18/2014 11:46 AM

EXHIBIT ALEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

BEING a tract of land located in Jefferson County, Kentucky and being more particularly described as follows:

Beginning at a pipe on the Northeasterly corner of boundary along South Watterson Trail. Said boundary being owned by Larry F. & Mary Ann Ogle, L.L.C. as recorded on Deed Book 8096, Page 963. Thence, S 88°07'45" E, 25.00 feet to the true point of beginning.

Thence, S 01°40'13" W, 300.46 feet; to a point.

Thence, S 01°55'34" W, 294.42 feet; to a point.

Thence, N 88°04'26" W, 131.00 feet; to a point.

Thence, N 88°04'26" W, 20.00 feet; to a point.

Thence, N 01°55'34" E, 7.96 feet; to a point.

Thence, N 88°04'26" W, 112.50 feet; to a point.

Thence, S 01°55'34" W, 58.13 feet; to a point.

Thence, with a curve turning to the right, with an arc length of 164.29 feet, a radius of 567.50 feet, a chord bearing of S 10°13'11" W, and a chord length of 163.72 feet, to a point.

Thence, N 76°34'00" W, 150.30 feet; to a point.

Thence, N 18°43'00" E, 23.65 feet; to a point.

Thence, N 77°42'28" W, 110.68 feet; to a point.

Thence, N 05°56'36" W, 107.38 feet; to a point.

Thence, N 06°55'54" E, 265.14 feet; to a point.

Thence, N 01°55'34" E, 92.50 feet; to a point.

Thence, S 88°07'45" E, 90.59 feet; to a point.

Thence, N 01°52'15" E, 95.00 feet; to a point.

Thence, N 88°07'45" W, 33.00 feet; to a point.

Thence, N 01°52'15" E, 176.00 feet; to a point.

Thence, S 88°07'45" E, 469.33 feet; to the point of true beginning.

This Tract has an area of 7.93 acres.

Also including the following revised Condominium Property description:

BEING a tract of land located in Jefferson County, Kentucky and being more particularly described as follows:

Beginning at a point on the Northeast corner of Phase 2 and the Northwest corner of Phase 1, said point being the point of beginning of a boundary provided by QK4; Thence with the common line of Phase 1 and Phase 2, S01°52'15"W, 176.00 feet; to a point.

Thence S88°07'45"E, 33.00 feet; to a point.

Thence S01°52'15"W, 95.00 feet; to a point.

Thence N88°07'45"W, 90.59 feet; to a point.

Thence S01°55'34"W, 92.50 feet; to a point.

Thence S06°55'54"W, 265.14 feet; to a point.

Thence S05°56'36"E, 107.38 feet; to a point.

Thence S77°42'28"E, 110.68 feet; to a point.

Thence S18°43'00"W, 23.65 feet; to a point.

Thence S76°34'00"E, 150.30 feet; to a point.
Thence S17°45'32"E, 21.37 feet; to a point.
Thence S23°55'57"W, 120.26 feet; to a point.
Thence N62°45'32"W, 118.48 feet; to a point.
Thence S27°14'38"W, 206.75 feet; to a point.
Thence N62°45'32"W, 46.32 feet; to a point.
Thence S27°14'28"W, 124.25 feet; to a point.
Thence N62°45'32"W, 704.12 feet; to a point.
Thence N29°30'26"E, 652.21 feet; to a point.
Thence N30°04'03"E, 122.22 feet; to a point.
Thence N48°27'56"W, 207.50 feet; to a point.
Thence N04°23'32"E, 267.27 feet; to a point.
Thence N85°57'21"W, 316.45 feet; to a point.
Thence N04°02'39"E, 40.00 feet; to a point.
Thence S85°57'21"E, 184.61 feet; to a point.
Thence S04°02'39"W, 228.73 feet; to a point.
Thence S88°07'44"E, 112.23 feet to the point of beginning.
This Tract has an area of 17.36 acres.

Being a portion of the same property conveyed to Carl R. Cox, LLC, a Kentucky limited liability company and Larry and Mary Ann Ogle, LLC, a Kentucky limited liability company, of record in Deed Book 8414, Page 859, dated March 21, 2003 in the office of the Clerk of Jefferson County, Kentucky, a portion of which as subsequently conveyed to Citizens Union Bank, a Kentucky banking corporation, by deed dated November 5, 2012 of record in Deed Book 9978, Page 36, in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT B

PROPERTY

BEING Lots 1-41 and Open Space Lots 200, 201, 202, and 203, plus all other open space lots as shown on of that certain Spring Villa Subdivision Section 1 Record Plat dated February 24, 2014 prepared by Mindel Scott & Associates, Inc., and approved by the Louisville Metro Planning Commission in Docket Number 13ZONE1015, of record in Plat Book 54, Page 91 in the Jefferson County Clerk's Office.

and

BEING Lots 42-122 and Open Space Lots 204, 205, 206, 207 and 208, plus all other open space lots as shown on of that certain Spring Villa Subdivision Section 2 Record Plat dated June 9, 2014 prepared by Mindel Scott & Associates, Inc., and approved by the Louisville Metro Planning Commission in Docket Number 13ZONE1015, of record in Plat Book 54, Page 92 in the Jefferson County Clerk's Office.

and

The remainder of Residual Tract 1 as described on that certain Minor Subdivision Plat dated April 21, 2004, attached to that certain Affidavit in Aid of Title of record in Deed Book 8414, Page 856, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property conveyed to the Owners, by Deed dated _____, of record in Deed Book 10346, Page 354, in the Office of the Clerk of Jefferson County, Kentucky, and the property conveyed to Declarant by that certain Master Commissioner Deed dated November 5, 2012, of record in Deed Book 9978, Page 36, in the Office of the Clerk of Jefferson County, Kentucky.

65-371
12-31-14

Appendix A

008 1-0-346 PG 0.234

Spring Villa-

Re: Appendix A

Below, in Appendix A.1 are the names of houses in the subdivision as built by the original builder of Spring Villa Condominiums. A letter was also assigned to the house as well, The elevations for the houses will reflect such. Addresses* for any of these houses may be listed as well.

Appendix A.1-

Carlton-	A-	6521 VSD, 6612 CSW,
Cambridge	B	6536 VSD
Lakewood	C	6519 VSD, 7124 BFD
Belmont	D	6609 CSW
Springfield	E	6611 CSW
Waterford	F	6608 CSW
Cape Cod	G	6606 CSW

* Other homes in the subdivision have been built with these plans.

Below, in Appendix A.2 are the current group of houses being built by the builder. This group is referred to by a number which is their sq. ft.. Also with a house plan may be a street address to give you a curbside view;

Appendix A.2-

2116- 6604 VSD
1723-
1671- 6528 & 6530 VSD
1669- 6602 VSD
1573-

Attach; elevations

As of Sept 15, 2014

DESIGN FIRST INC
 • DESIGN
 • PLANNING
 • CONSTRUCTION ADMINISTRATION

11900 Plantfields Drive
 Suite 1A
 Louisville, KY 40299
 Phone/Fax: 502.231.0200
 email: design@dfirstinc.com

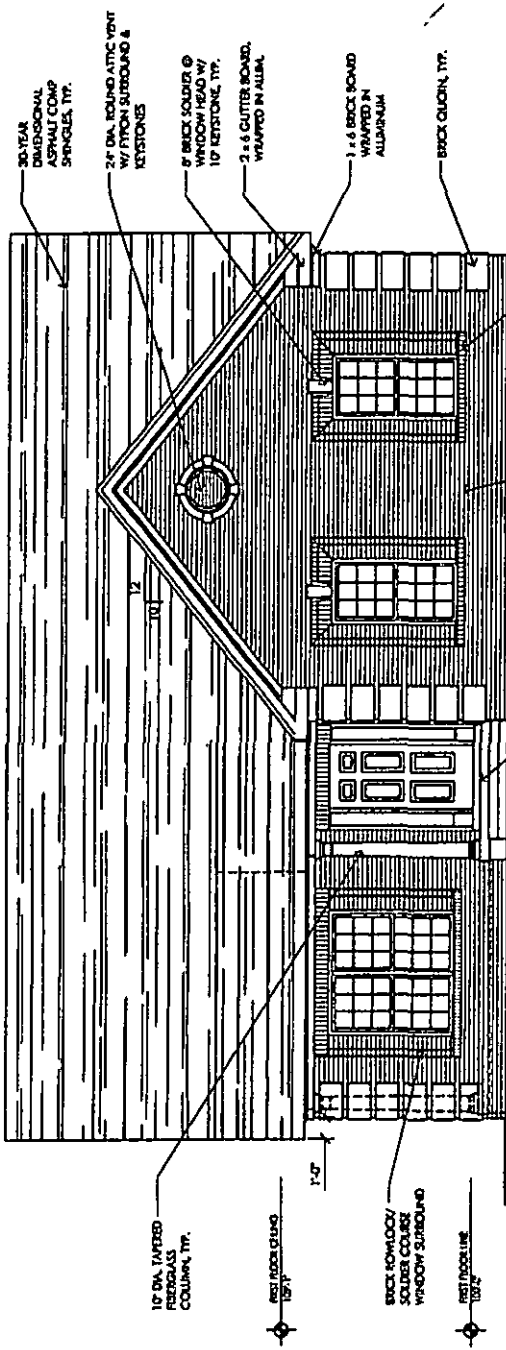
Built by:
COX VILLAS LLC
 6600 Villa Spring Dr.
 Louisville, KY 40291-2596
 Pk: 502.231.7575
 Fax: 502.

Model B - 1,578 SF
SPRING VILLA CONDOS
 9-07 Revisions

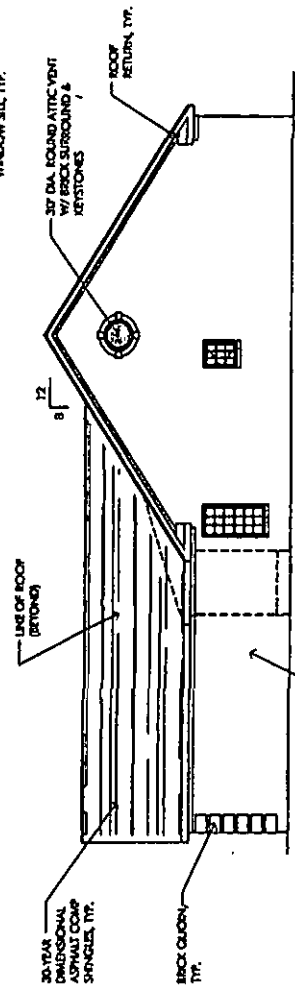
EXTERIOR ELEVATIONS (GABLED ROOF)

DRAWN BY DBG
 DESIGNED BY DBG
 FILE NO. _____
 SCALE 1/4" = 1'-0"
 DATE 9.5.07

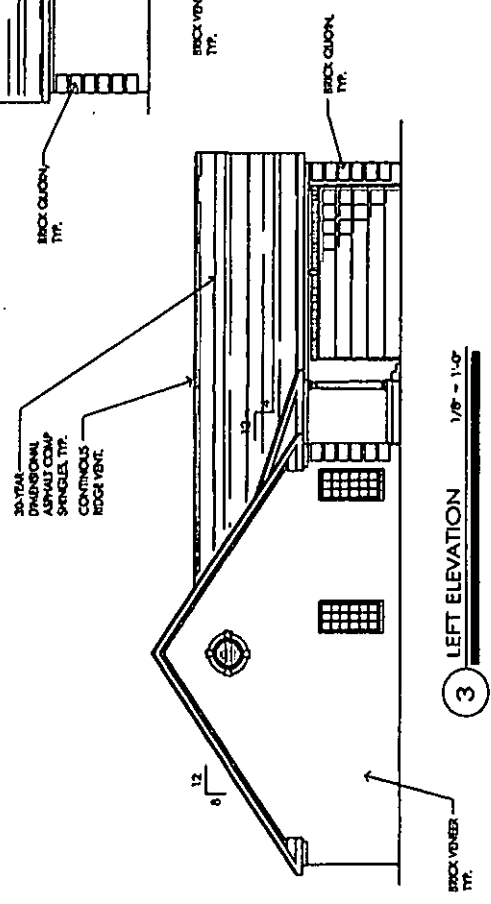
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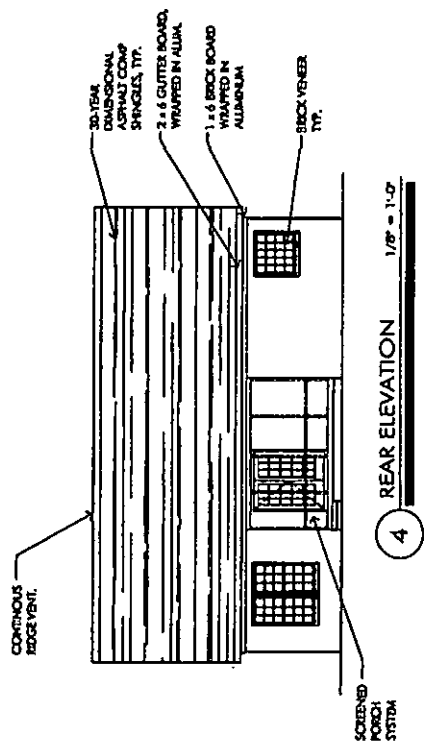
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2 RIGHT ELEVATION 1/8" = 1'-0"



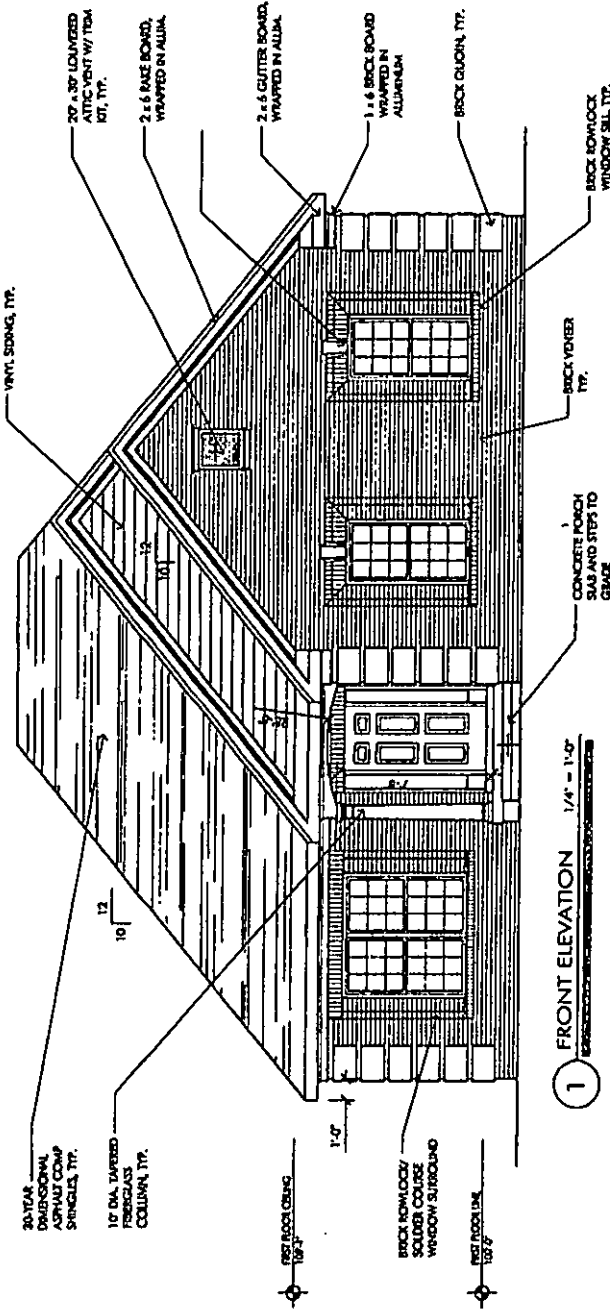
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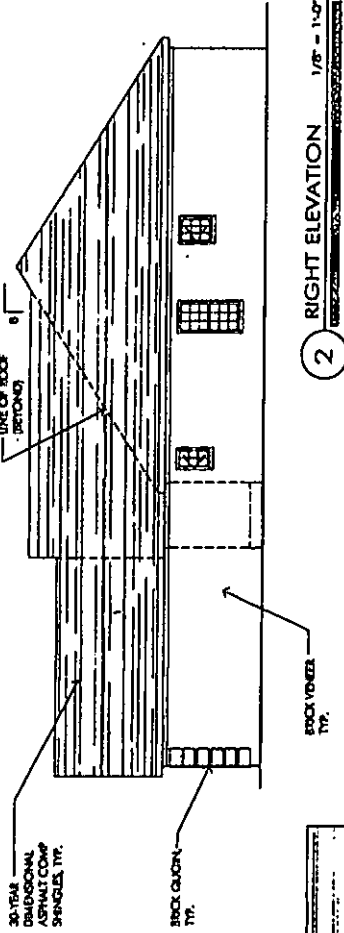
4 REAR ELEVATION 1/8" = 1'-0"

TYPE B

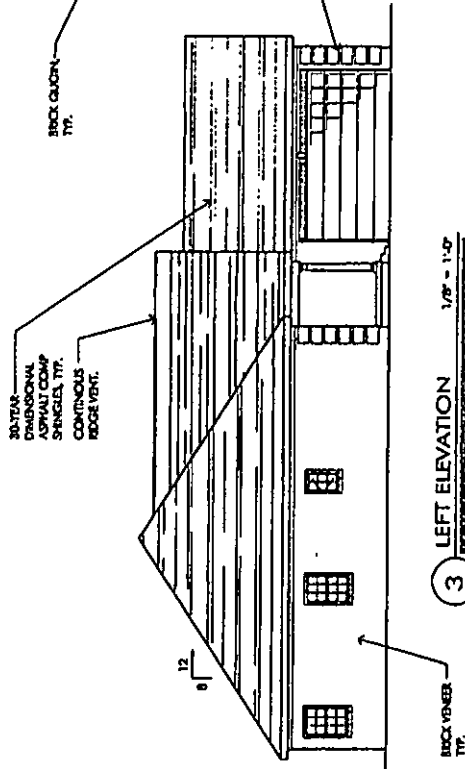
TYPE C



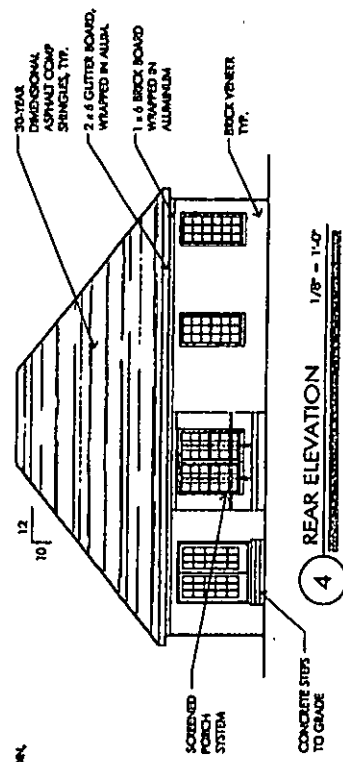
1 FRONT ELEVATION 1/4" = 1'-0"



2 RIGHT ELEVATION 1/8" = 1'-0"



3 LEFT ELEVATION 1/8" = 1'-0"



4 REAR ELEVATION 1/8" = 1'-0"

DBG

DANIEL B. GRIMM
ARCHITECT - CONSTRUCTION ADMIN.
175 South Avenue
Louisville, KY 40202
Phone/Fax: 502.573.8782
email: dgrimm@dbgarch.com

Built by:
COX VILLAS LLC
P.O. Box 130
Georgetown, KY 40026
Ph: 502.228.4327
1897

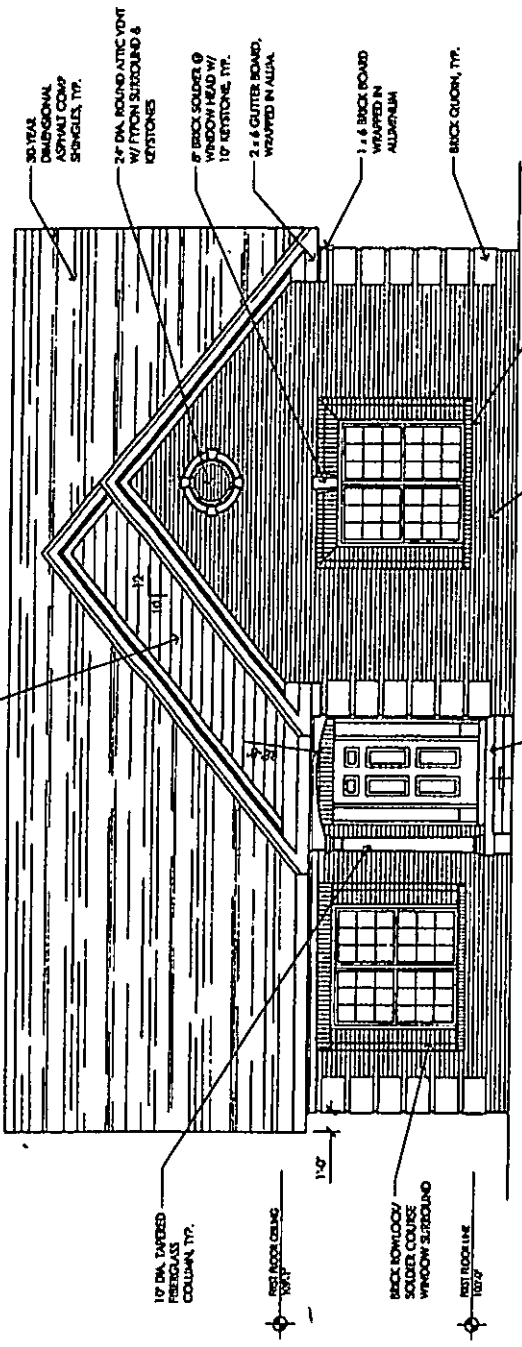
EXTERIOR ELEVATIONS (HIPPED ROOF)

DRAWN BY: DBG
DESIGNED BY: DBG
FILE NO.: _____
SCALE: 1/4" = 1'-0"
DATE: 01.06.04

SHEET NUMBER
3-C
PAGE OF

10346PG0237

TYPE D



1 FRONT ELEVATION 1/8" = 1'-0"

2 RIGHT ELEVATION 1/8" = 1'-0"

3 LEFT ELEVATION 1/8" = 1'-0"

4 REAR ELEVATION 1/8" = 1'-0"

DANIEL B. GRIMM
 DESIGN + CONSTRUCTION ADMIN.
 173 SEVEN AVENUE
 SUITE 203-D
 LOUISVILLE, KY 40207
 Phone/Fax: 502.978.9702
 email: dgrimm@dbgrimm.com

Built by:
COX VILLAS LLC

P.O. Box 130
 Gosport, KY
 40026

Ph: 502.228.4327
 Fax: 502.292.1897

SPRING VILLA CONDOS

EXTERIOR ELEVATIONS (GABLED ROOF)

DRAWN BY DBG

DESIGNED BY DBG

FILE NO. _____

SCALE 1/4" = 1'-0"

DATE 01.06.04

SHEET NUMBER

3-D

PAGE _____ OF _____

- 30-YEAR DIMENSIONAL ASPHALT COMP SHINGLES, TYP.
- 2" DIA. ROUND ATIC VENT W/ TYPON SURROUND & RETORTING
- 8" BRICK SOLDER W/ WINDOW HEAD W/ 1" RETORTING, TYP.
- 2" x 6" GUTTER BOARD, WRAPPED IN ALUM.
- 1" x 6" BRICK BOARD WRAPPED IN ALUMINUM
- BRICK QUORN, TYP.
- BRICK SOLDER WINDOW SILL, TYP.
- 8" x 12" GABLE END ATIC VENT
- ROOF RETURN, TYP.
- BRICK VENER, TYP.
- CONCRETE PORCH SLAB AND STEPS TO GRADE
- LINE OF ROOF (BEYOND)
- 30-YEAR DIMENSIONAL ASPHALT COMP SHINGLES, TYP.
- BRICK QUORN, TYP.
- BRICK VENER, TYP.
- CONTINUOUS ROOF VENT.
- 30-YEAR DIMENSIONAL ASPHALT COMP SHINGLES, TYP.
- BRICK QUORN, TYP.
- STEEL LATH (PAINTER)
- SCREENED PORCH SYSTEM
- BRICK VENER, TYP.
- 30-YEAR DIMENSIONAL ASPHALT COMP SHINGLES, TYP.
- 2" x 6" GUTTER BOARD, WRAPPED IN ALUM.
- 1" x 6" BRICK BOARD WRAPPED IN ALUMINUM
- SCREENED PORCH SYSTEM
- BRICK VENER, TYP.

TYPE E

PS
 DANIEL B. GRIMM
 DESIGN + CONSTRUCTION, LLC
 173 Scott Avenue
 Suite 200
 Louisville, KY 40207
 Phone/Fax: 502.875.6702
 email: dgrimm@psarchitect.com

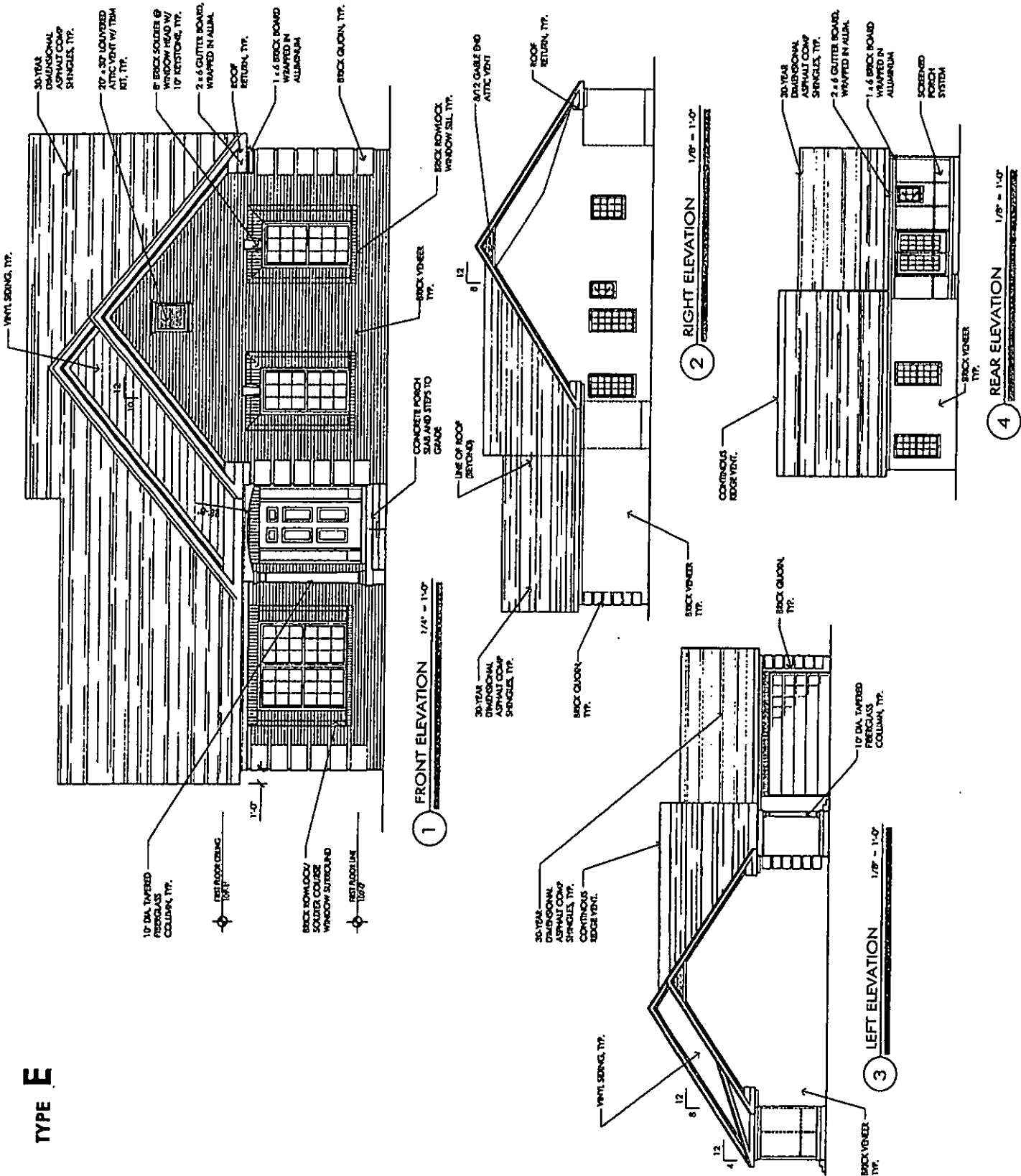
Built by:
COX VILLAS LLC
 P.O. Box 130
 Gretna, KY 40026
 PH: 502.228.4377
 Fax: 502.292.1897

SPRING VILLA CONDOS

EXTERIOR ELEVATIONS (GABLED ROOF)

DRAWN BY: DBG
 DESIGNED BY: DBG
 FILE NO.: _____
 SCALE: 1/4" = 1'-0"
 DATE: 01.06.04

SHEET NUMBER
3-E
 PAGE OF

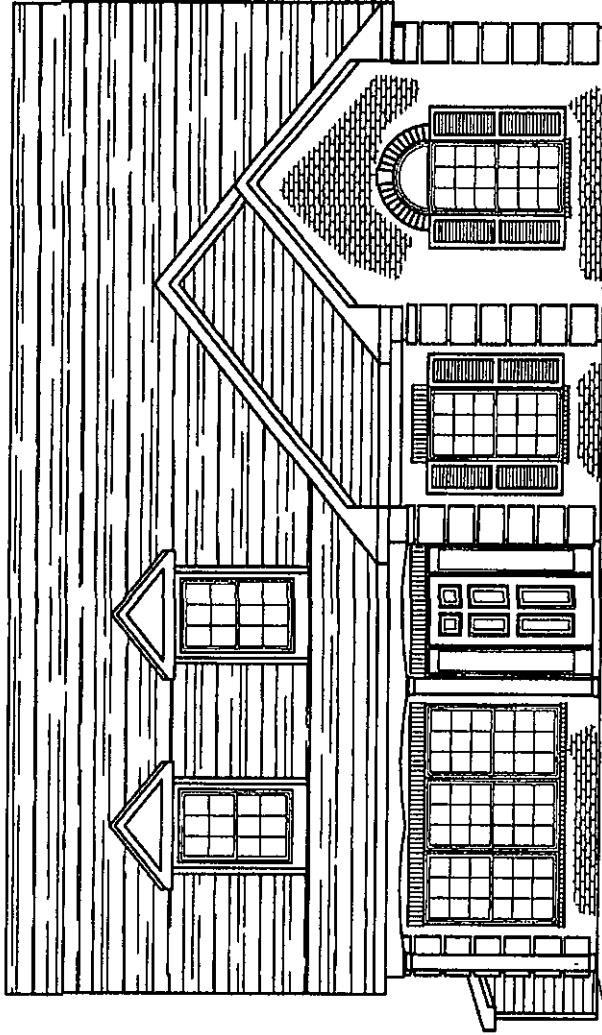


1 FRONT ELEVATION 1/4" = 1'-0"

2 RIGHT ELEVATION 1/8" = 1'-0"

3 LEFT ELEVATION 1/8" = 1'-0"

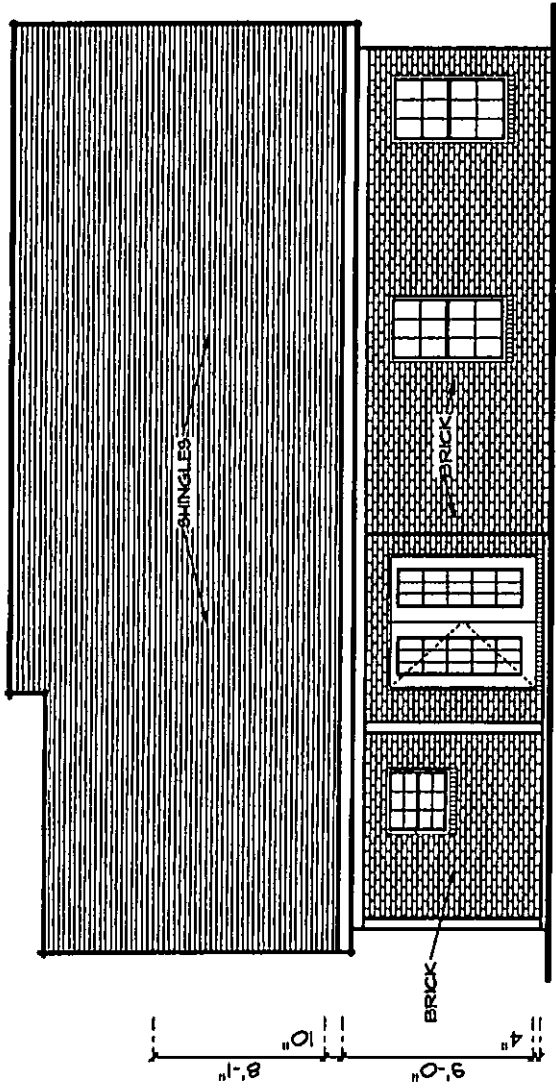
4 REAR ELEVATION 1/8" = 1'-0"



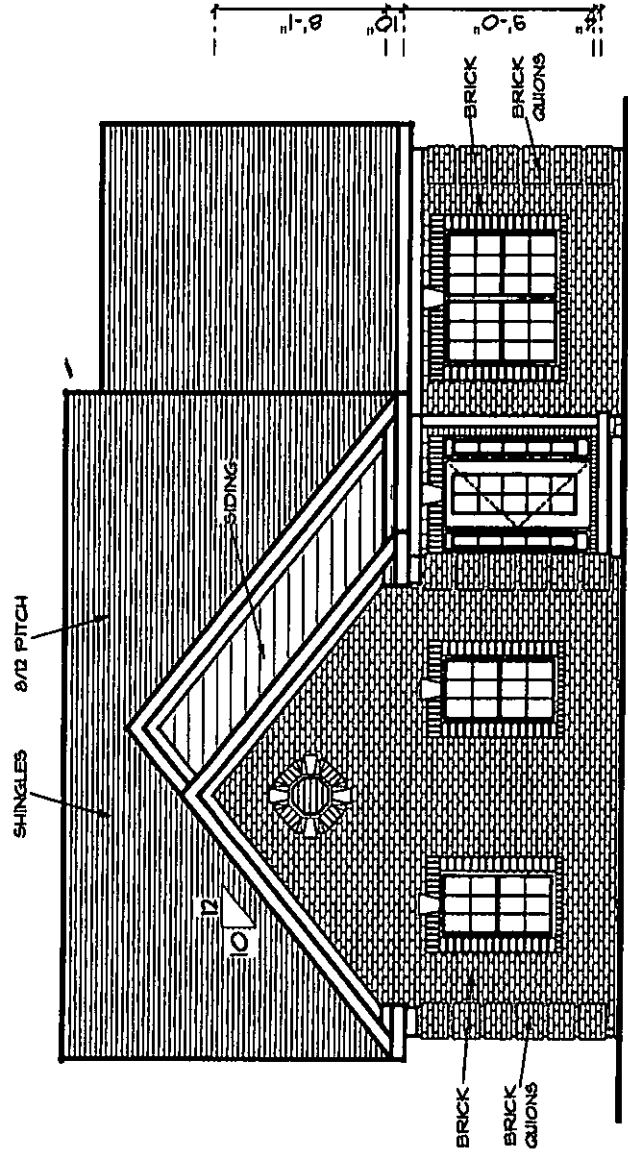
Front Elevation
(Type "G" on Slab)

RESIDENCE FOR	<i>Coz Villas, LLC</i>		
DESIGNED BY	<i>DD</i>		
DATE	8/23/04	SCALE	1/4"=1'
		FILENAME	COZVILLAS
			PO BOX 163 EASTWOOD, KY 40018 (502)808-4352

NOTE:
BUILDER MUST VERIFY ALL
DIMENSIONS, DRAWINGS AND
CODE COMPLIANCES BEFORE
STARTING CONSTRUCTION

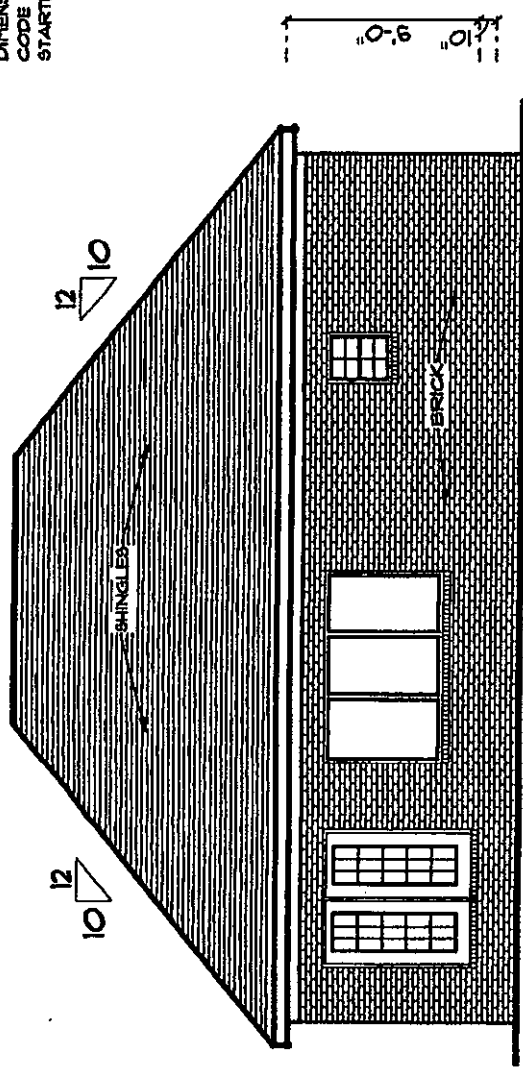


REAR ELEVATION

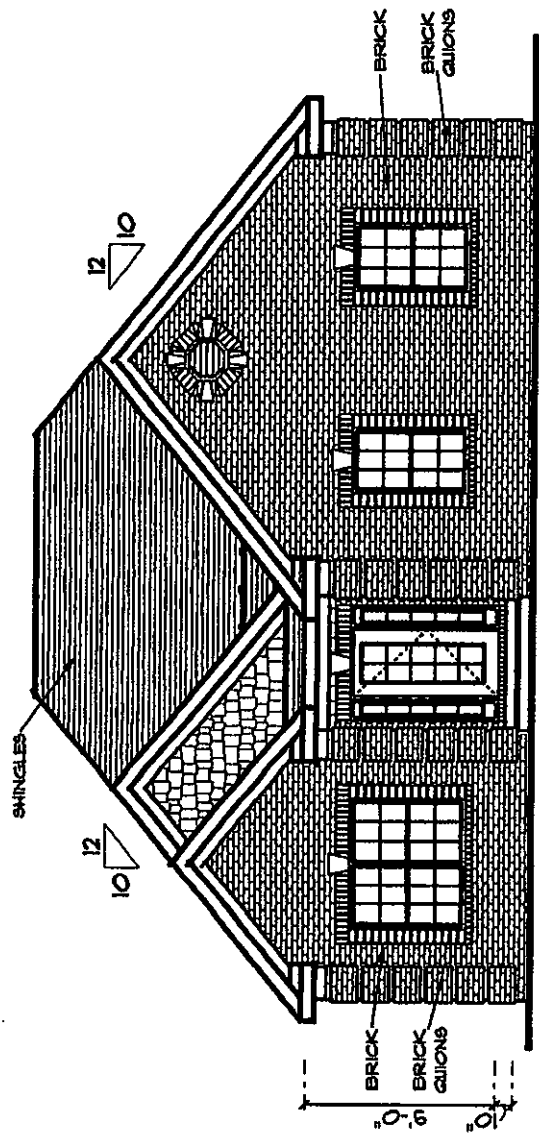


FRONT ELEVATION

NOTE:
BUILDER MUST VERIFY ALL DIMENSIONS, DRAWINGS AND CODE COMPLIANCES BEFORE STARTING CONSTRUCTION



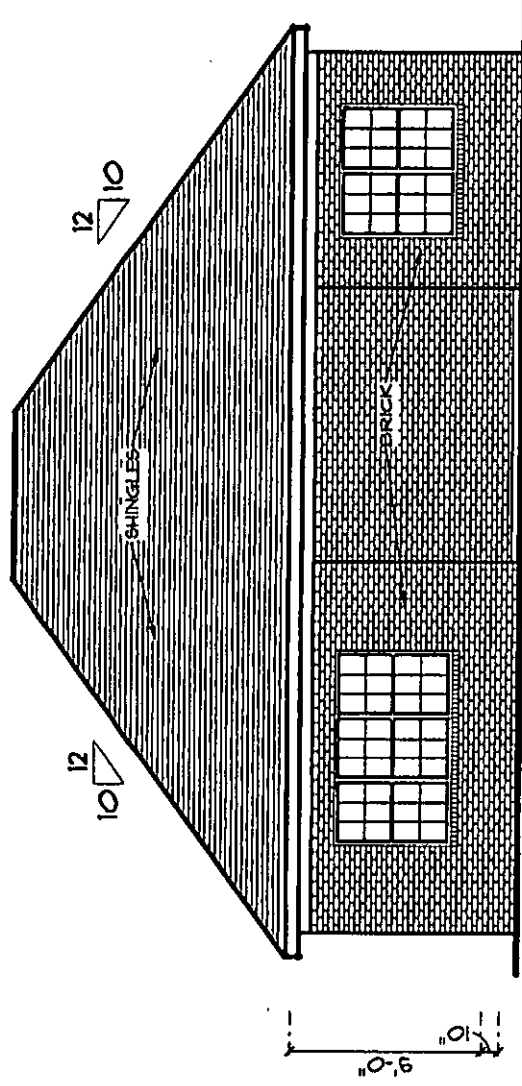
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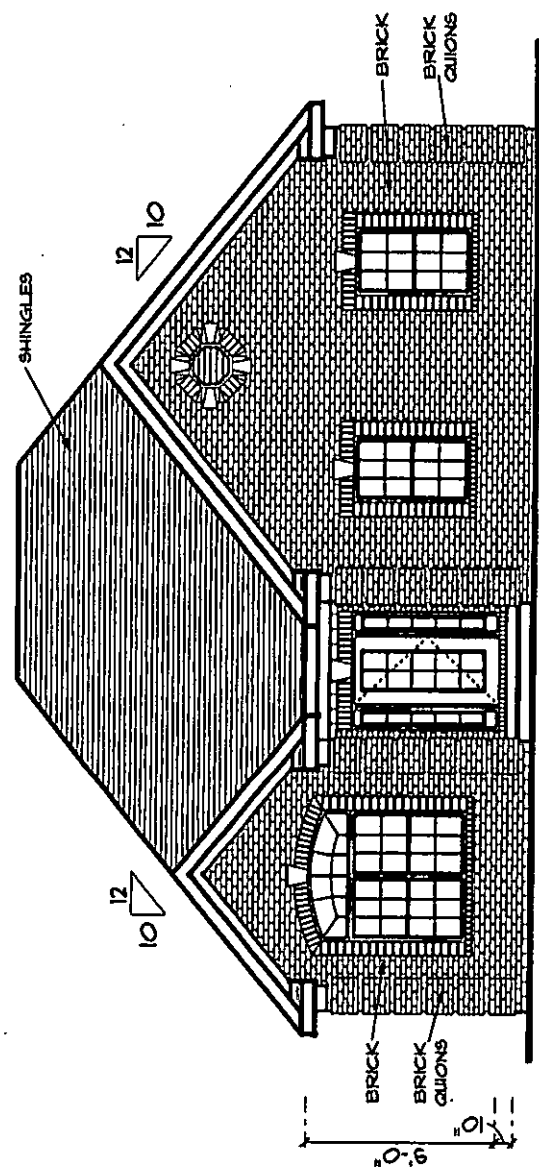
FRONT ELEVATION

BB 10346P60243

NOTE:
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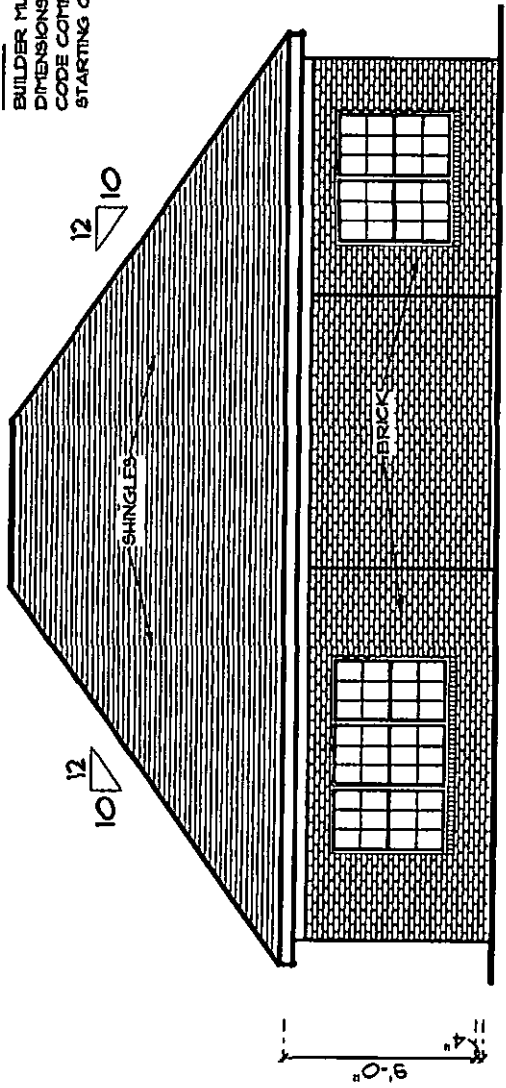


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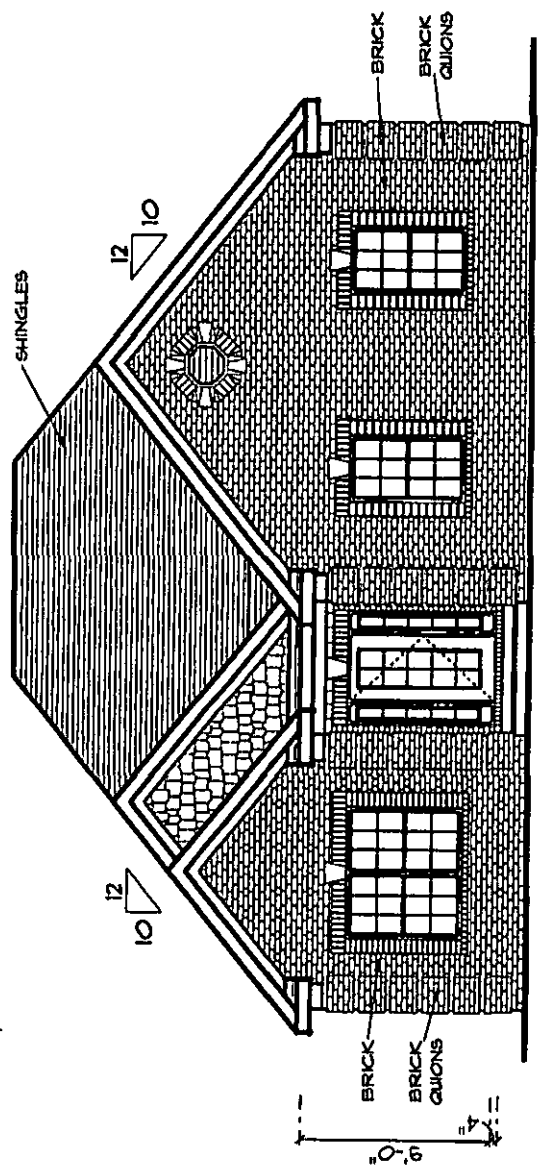


FRONT ELEVATION

NOTE:
BUILDER MUST VERIFY ALL DIMENSIONS, DRAWINGS AND CODE COMPLIANCES BEFORE STARTING CONSTRUCTION

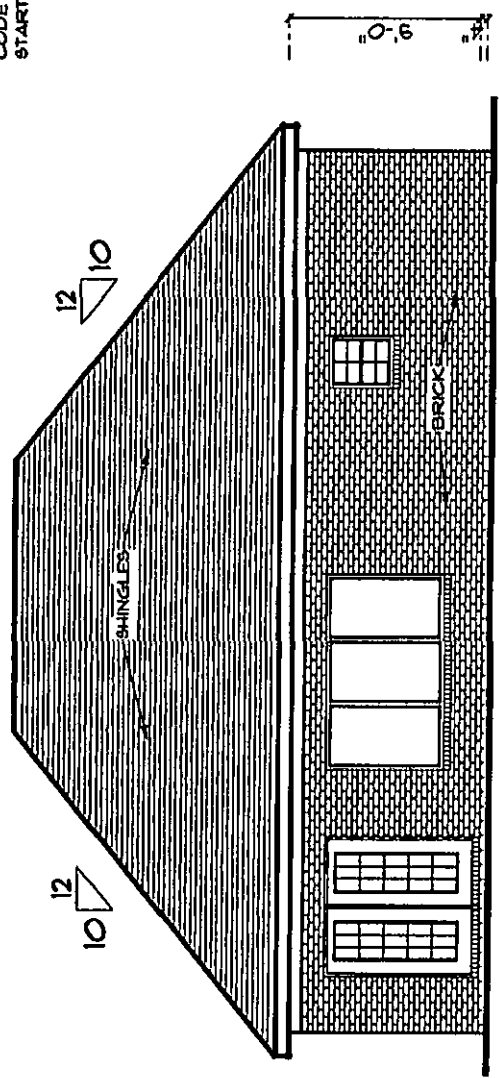


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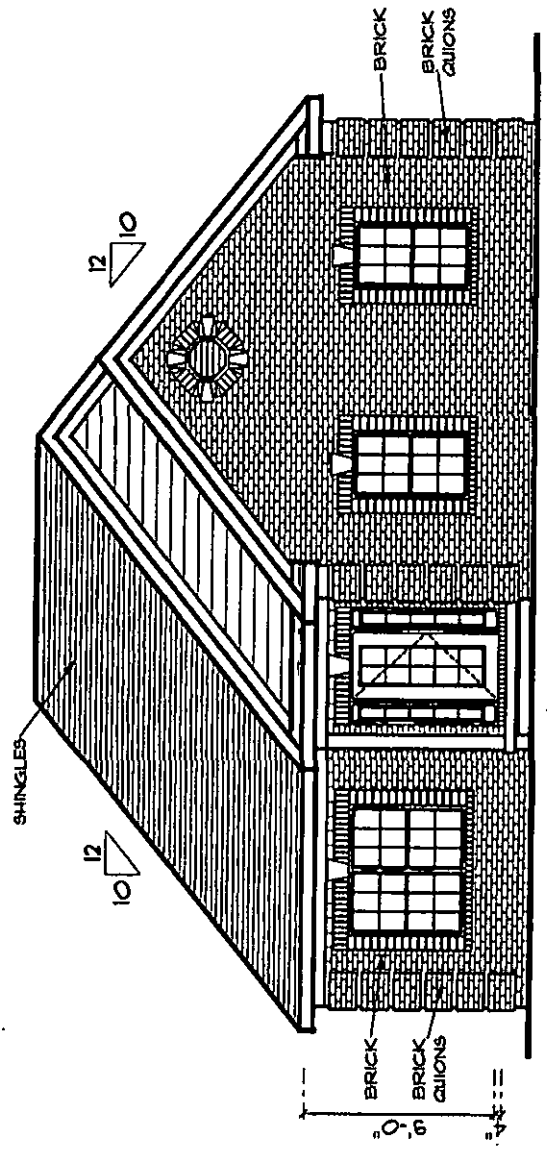


FRONT ELEVATION

NOTE:
BUILDER MUST VERIFY ALL DIMENSIONS, DRAWINGS AND CODE COMPLIANCES BEFORE STARTING CONSTRUCTION

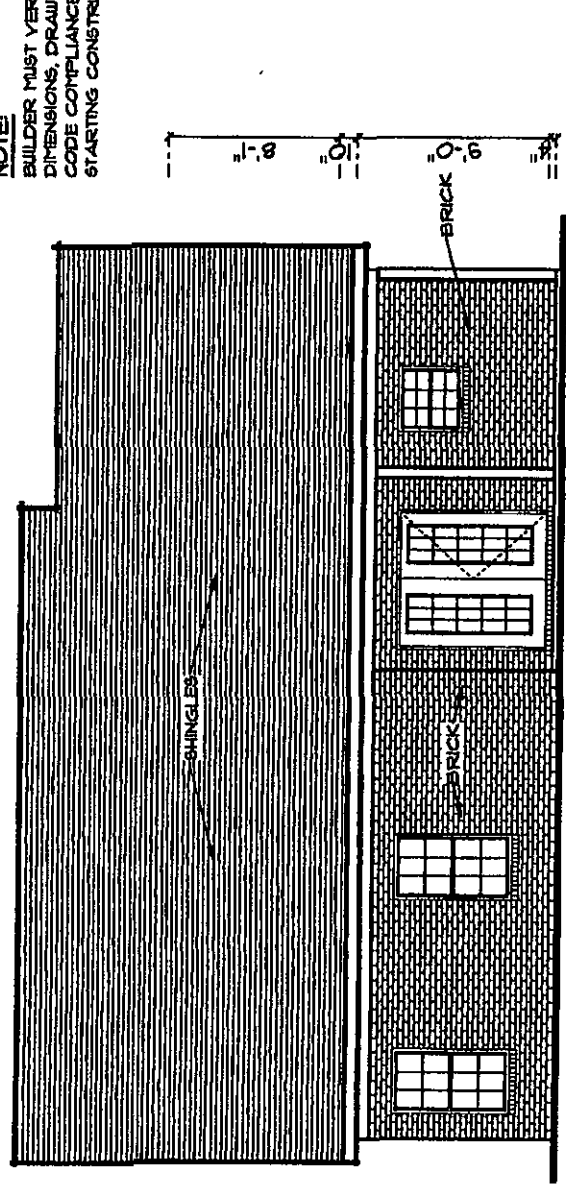


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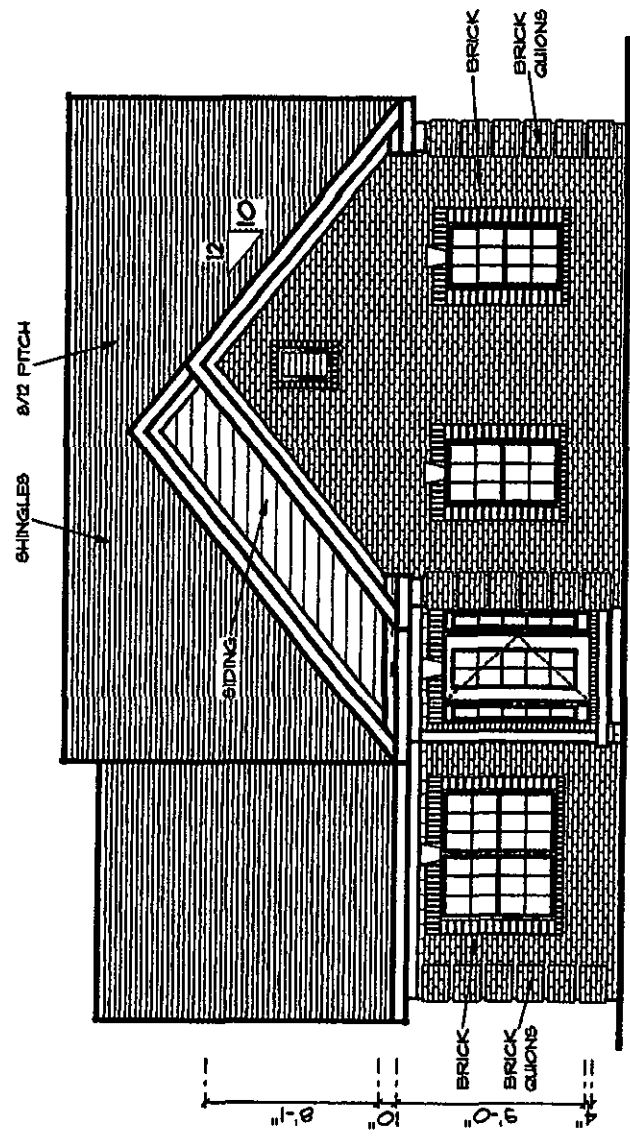


FRONT ELEVATION

NOTE:
BUILDER MUST VERIFY ALL DIMENSIONS, DRAWINGS AND CODE COMPLIANCES BEFORE STARTING CONSTRUCTION



REAR ELEVATION



FRONT ELEVATION

0010346PG0247

END OF DOCUMENT

Document No.: DN2014165354
 Lodged By: CITIZENS UNION BANK
 Recorded On: 12/31/2014 11:45:20
 Total Fees: ~~262.00~~ 265.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
 Deputy Clerk: EVENAY

Recorded In Plat Book
 No. 54 Page 91-92
 Part No.