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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

COOPER FARMS INNOVATIVE SUBDIVISION SECTION VI

PLAT AND SUBDIVISION BOOK

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for COOPER FARMS is made by Cooper Farms, a Kentucky general partnership, 11620 Commonwealth Drive, Louisville, Kentucky 40299 ("Developer").

WHEREAS, Developer is the owner of certain real property in Jefferson County, Kentucky, which is to be developed as a residential subdivision;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner. As to any inconsistencies between the terms and conditions of this Declaration and the terms and conditions of the Prior Declaration, the terms and conditions of this Declaration shall govern and prevail.

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING Lots 86 through 135 inclusive, as shown on the Record Plat of Cooper Farms, Section VI, Innovative Subdivision, of record in Plat and Subdivision Book 41, Page 96, in the Office of the Clerk of Jefferson County, Kentucky.

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Being the same property conveyed to Developer by Deed dated April 17, 2001, of record in Deed Book 7630, Page 140, in the Office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan Development. Developer intends to make this section containing ___ lots a part of a larger community being developed in accordance with current plans known as Cooper Farms. Additional land described in instruments recorded in Deed Book 7630, Page 137, as corrected in Deed Book 7707, Page 588, Deed Book 7641, Pages 880, Deed Book 6464, Page 247, Deed Book 6464, Page 250, and Deed of Correction recorded in Deed Book 6532 Page 558, in the Office of the Clerk of Jefferson County, Kentucky, may be included by the Developer as other sections of Cooper Farms within 20 years from August 11, 1995. Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots within Cooper Farms which may become subjected to this Declaration or a similar set of deed restrictions and common area allocable to the owners of all such lots within Cooper Farms shall inure to the benefit the owners of lots recorded earlier, each to enjoy the common area of the other and to have to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect of the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common area which are not presently a part of the general plan of development of Cooper Farms may be annexed to Cooper Farms by Developer.

ARTICLE II – USE RESTRICTIONS/GENERAL PROVISIONS

Section 1. Primary Use Restrictions/Approval of Construction Plans

(a) Use. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling. Said single family dwellings shall be from adjoining residences. The structures are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two stories in height and having a single kitchen and containing only one garage for the sole use of the owner and occupants of the lot.

(b) No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specifications and a plan showing the grade

elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of exterior material shall have been approved in writing by Developer or by any person or association to whom it may assign the right. All additions, alterations or improvements approved Developer or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be made as a condition of approval. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of other Structures, Garages and Vehicles.

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

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

(c) No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile, which is inoperable, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile or motor vehicle of any kind or description shall be continuously or habitually parked on any street or public right-of-way in Cooper Farms.

(e) All garage doors shall remain closed at all times except when required to be open for the entrance or exit of vehicle housed therein.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet or shall be restrained by a leash.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Mail and Paper Boxes; Hedges and Fences, Yard Ornaments; Ornamental Garden Material; Antennae and Receivers/Transmitter.

(a) No mailbox paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Fence height, if approved, may only be 48" minimum to 72" maximum. Fence material to be of wood, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved.

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

(c) No inground or aboveground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

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

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

(f) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved in writing by Cooper Farms Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(g) No outside clothes lines shall be erected or placed on any lot.

Section 6. Business; Home Occupations. No trade or business of any kind (and no practice of medicine dentistry, chiropody, osteopathy and the like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision or section (1) hereof, a new house may be used by the builder thereof or developer as a model home for display or for the builder's or Developer's own office, provided the use terminates within one (1) year from completion of the house.

Section 7. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations.

Section 8. Drainage. Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. Each homeowner shall ensure that the grading of his Lot shall comply with drainage plans. If drainage is blocked or altered the homeowner shall correct problem at his expense or Developer may correct problem and bill the home owner for expenses to correct problem. 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 9. Underground Utility Service. Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (LG&E) point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective Lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no hanger in the grade or elevation thereof shall be made by any person or Lot owner without the express written consent of LG&E and South Central Bell Telephone company and their respective successors and assigns.

(a) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

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

Section 10. Disposal of Trash.

(a) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

(b) The Developer shall seek bids for solid waste removal (garbage service) and contract with only one solid waste management company (garbage company) to provide service to Cooper Farms and all residents thereof. After Developer surrenders control to the Community Association, said association shall contract solid waste management company (garbage company). It shall be the responsibility of each lot owner to contract directly with the approved solid waste management company (garbage company) with neither Developer nor Community Association acquiring any liability for the payment of said service.

Section 11. Insurance Required. The owner of each lot shall insure all improvements, existing or hereafter placed upon his lot against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts, as Developer or any person or association to whom it may assign the right, shall from time to time require. Such insurance shall be made payable to the owner, or his nominee (which may be any mortgage holder) and to the Community Association jointly and copies of such policies issued pursuant to this provision shall be delivered by the Lot owner to the Community Association at the time of the closing of the sale of any lot. The owner, shall, at least fifteen days before the expiration of any policy for any insurance hereinabove required, deliver to the Community Association evidence of a proper renewal policy.

Section 12. Obligation to Reconstruct or Repair and Maintain Lot.

(a) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration of Covenants, Conditions and Restrictions and shall be treated as an addition, alteration, or improvement under Section 1 above. Any proceeds from insurance received in payment for the damage or destruction of the improvements on any lot shall be disbursed only to cover the expense of repair or replacement until such time as the

repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the Lot owner or his nominee.

(b) Each owner of a lot shall keep the grass on the lot properly cut, shall keep the lot free from weeds and trash, and shall keep it otherwise neat and attractive in appearance. Should any lot owner fail to do so, then Developer or the Community Association may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. The Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amount. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 13. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this Section 13, these covenants and restrictions shall run with the land and shall be binding on all parties to which they apply for a period of thirty (30) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration shall terminate or modify these restrictions and covenants. This Declaration may be cancelled, altered or amended at any time by the affirmative action of the owners of seventy-five percent (75%) of the lots subject to this Declaration.

Anything to the contrary herein notwithstanding, the Community Association and the lot owners shall be responsible for the maintenance of all open spaces, private roads, lakes(if any), activity areas, and common areas, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended without approval of the Louisville and Jefferson County Planning Commission.

Section 14. Enforcement. Enforcement of these restrictions, shall be by proceeding at law or in equity, brought by any owner of real property in Cooper Farms, the Community Association or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

Section 15. Invalidation. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Section 16. Fences. Fences if erected by Developer on the outer perimeter and at the rear of lots in various parts of the subdivision will become the property of abutting Lot owner. Fences will be maintained and painted by the Association.

Section 17. Maintenance of Open Space and Signature Walls. The Community Association shall maintain the open space and signature walls, which are an integral part of the subdivision community and development.

Section 18. Dedication of Common Areas, Open Space and Signature Walls. No common areas, open space or signature walls shall be dedicated to a unit of local government without acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this paragraph shall not be amended by the Community Association without approval from the Louisville and Jefferson County Planning Commission.

Section 19. Dedication of Roads. No Road shall be dedicated to a unit of local government without the consent of the owners of all lots abutting said road and without the acceptance by the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. Approval of Construction and Landscape.

(a) Purchasers of lots shall begin construction of residence in accordance with the contractual agreement between the purchaser and the Developer.

(b) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof, if requested by developer); and (iv) the location and size of the driveway (which shall be concrete), shall have been approved in writing by the Developer.

(c) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs, and other plantings then existing or to be planted on the lot. Every effort shall be made in such plans to maintain existing trees on all lots. The developer does not warrant any trees, shrubs, or any other growing plant life on the property. Once approved, no additional trees, shrubs or other growing planting may be placed on any yard area of a lot until a supplementary landscape plan has been submitted to Developer for its approval in writing. Each lot shall have at least one tree, no smaller than 3" in diameter, planted in the front yard at the time of occupancy.

(d) References to "Developer" shall include any entity, person or association to whom Developer may assign the foregoing right of approval. References to "structure" in this paragraph shall include any building, including a garage, fence, wall antennae (except for standard small television antennae), microwave and other receivers and transmitters (including those currently called "satellite dishes").

(e) After any structure has been erected and the initial landscaping material installed, no alterations or additions that affect the external appearance of the structure or landscaping may be performed until plans for same have been approved in writing by the Developer, the Community Association, or any designated review entity as the case may be.

Section 2. Building Materials; Roof; Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either wood, vinyl siding, brick, drivit, stone, brick veneer, or stone veneer or a combination of same. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every plane of 12 inches horizontal for structures with more than one story, and a plane of 6 inches vertical for every plane of 12 inches horizontal for one story structures.

(c) In the event the Developer shall decide to allow other general contractors to build residential structures in the subdivision, the general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have built a minimum of six homes. The Developer makes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards and experience.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded;

(a) The ground floor area of a one story house shall be a minimum of 1100 square feet, exclusive of the garage.

(b) The ground floor area of a one and one half story house shall be a minimum of 900 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 700 square feet, exclusive of the garage.

(d) The total floor area of a tri-level house shall be a minimum of 1250 square feet, exclusive of the garage.

(e) Finished basement areas, garages and open porches are not included in computing floor areas.

(f) Different concepts must be approved by the Developer.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, except steps may project into such areas, and open porches may project into such area so long as such projections do not conflict with applicable building codes or the rules and regulations of the Louisville and Jefferson County Planning Commission. No structure shall be located on my lot nearer any side lot line or side street line than the minimum building setback lines required pursuant to applicable zoning regulations, which zoning regulations presently provide that no structure shall be located any nearer any such side lines than a distance of five (5) feet on one side and a total of ten (10) feet for both sides; provided, however, notwithstanding that applicable zoning regulations may become less restrictive, in no event shall any structure be located on any lot nearer any side lot line than five (5) feet. Developer may vary the established building lines, at its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carport.

(a) All lots shall have at least a two car garage unless otherwise approved in writing by Developer and no detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III. Garage door openings may face the front lot line.

(b) No carport shall be constructed on any lot.

Section 6. Landscaping; Sidewalks, Driveways, Trees.

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall, at his/her expense and upon completion of a single family dwelling on the lot, install a sidewalk along the length of all portions of the lot bordering a street, as required by the Jefferson County Public Works Department or the Developer.

(c) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as shall be necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party of all expenses incurred in so doing, together with allowable statutory interests, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 7. Mail and Paper Boxes, Hedges. Mail boxes and paper holders shall be developer's standard. No hedge shall be placed or planted on any lot unless its design and place of planting are approved in writing by Developer.

Section 8. Developers Right to Waive Restrictions. Anything contained in the foregoing notwithstanding, until such time as residences have been constructed on all building lots in the various sections of Cooper Farms Subdivision, Developer, or their successors and assigns, may waive any of the foregoing restrictions in the event the enforcement of same would create a hardship because of the topography of any of said lots, or in the event that enforcement of same would create an undue burden on the purchaser of any particular residence. Any such waiver shall be within the sole and absolute discretion of the Developer.

ARTICLE IV - COMMUNITY AND RECREATIONAL ASSOCIATIONS

Section 1. Definitions. As used in this Declaration the following terms shall have the meanings set forth below:

(a) "Community Association" shall mean Cooper Farms Community Association, Inc., a Kentucky nonstock, nonprofit corporation.

(b) "Recreational Association" shall mean Cooper Farms Recreational Association, Inc., a Kentucky nonstock, nonprofit corporation.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all non-residential lots and areas, which are shown on any recorded final subdivision plat within any portion of Cooper Farms, together with all recreational facilities and other improvements owned or to be owned by the Recreational Association. Although constructed in an area dedicated to public use, the entranceway to Cooper Farms is also part of the common area subject to maintenance by the Community Association. The right of enjoyment is subject to the following provisions:

(a) The right of either or both of the Community Association and the Recreational Association to borrow money for the purpose of improving the common area or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area;

(b) The right of the Community Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 13 of this Article IV, and so long as additions are permitted under Article I, Section 2.

Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without

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the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. This provision shall not be amended without approval from the Louisville and Jefferson County Planning Commission.

Section 3. Community Association's Right of Entry. The authorized representative of the Community Association or the 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 or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any government authority.

Section 4. Assessments: Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association and the Recreational Association (i) monthly and annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Community Association and the Recreational Association, incurred over and above assessed amounts payable to the Community Association by the lot owners, until Developer transfers control of the Community Association and the Recreational Association. 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. 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 his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments.

(a) The assessments levied by the Community Association and the Recreational Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent each Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common area.

Anything to the contrary herein notwithstanding, the Community Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as

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the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended without approval from the Louisville and Jefferson County Planning Commission.

(b) Until Class B membership of the Community Association and the Recreational Association ceases and is converted to Class A membership pursuant to Section 13 of this Article IV, Developer or its nominees shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting Cooper Farms, as permitted in this Declaration.

Section 6. Maximum Annual Assessment. The Boards of Directors of the Community Association and the Recreational Association may fix their respective annual assessments at an amount not in excess of the maximum established year to year by each of the Boards of Directors. The Boards of Directors shall determine when the assessments shall be paid.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, both the Community Association and the Recreational Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Community Association or the Recreational Association, as the case may be, in accordance with the Bylaws.

Section 8. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Community Association or the Recreational Association, as the case may be, may bring an action at law against the owner personally obligated to pay the 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 the common area or abandonment of his Lot.

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Section 11. 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 mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 12. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of both the Community Association and the Recreational Association. Such owner and member shall abide by each 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 each Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 13. Classes of Membership. The Community Association and the Recreational Association shall each have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Transfer of control by Developer no later than 20 years from the date of the sale of the first lot; or

(ii) When ninety percent of the lots which may be developed on the property described in Article I have been sold by Developer.

Section 14. Common Area Maintenance. Anything to the contrary herein notwithstanding, the Community Association and where applicable the individual lot owners shall be responsible for the maintenance of all common open space, private roads, 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. This section may not be amended without approval of the Louisville and Jefferson County Planning Commission.

Section 15. Dedication of Common Elements. Common areas, open space, private roads, 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 the approval of the Louisville and Jefferson County Planning Commission. This section may not be amended without approval of the Louisville and Jefferson County Planning Commission.

ARTICLE V - GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner or by Developer 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 Developer 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 see enforcement of these restrictions.

Section 2. 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 3. Restrictions Run with Land. Unless canceled, altered, or amended under the provisions of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots in the various sections of Cooper Farms has been recorded agreeing to change these restrictions and covenants in whole or in part. Except or otherwise provided in Article IV, Sections 14 and 15, these restrictions may be cancelled, altered, or amended at any time by the affirmative action of the owners of 80 percent of the lots in the various sections of Cooper Farms or by the Developer prior to when the Developer shall turn over the property to the Community Association as set forth herein.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors and officers of the Community Association or the Recreational Association shall be personally liable to the owners of the lots for any mistake in judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors, and assigns in accordance with the Bylaws of each Association and the Developer.

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Section 6. Board's Determination Binding. In the event of any dispute or disagreement between owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

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Document No.: DN2002006501
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Total Fees: 37.00
Transfer Tax: .00
County Clerk: Bobbie Holsciar-JEFF CO KY
Deputy Clerk: SHETUC

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WITNESS the signature of Developer by its duly authorized officer on this 8th day of November, 2001.

COOPER FARMS, A Kentucky General Partnership

By: [Signature]
Donald J. Cook, General Partner

By: [Signature]
Roger Allen, General Partner

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this on 11/8, 2001, by Donald J. Cook, general partner of Cooper Farms, a Kentucky General Partnership, on behalf of the partnership.

[Signature]
Notary Public
Commission Expires: 2/15/2002

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this on 11/8, 2001, by Roger Allen, general partner of Cooper Farms, a Kentucky General Partnership, on behalf of the partnership.

[Signature]
Notary Public
Commission Expires: 2/15/2002

This Instrument Prepared by

Cynthia DeReamer Rollins
FROST BROWN TODD LLC
400 W. Market Street, 32nd Floor
Louisville, Kentucky 40202-3363

[Signature]

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Document No.: ~~DN2001217484~~
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Total Fees: 40.00
Transfer Tax: .00
County Clerk: ~~Bobbie Holsclaw~~-JEFF CO KY
Deputy Clerk: ~~YOLLOS2~~