

AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
COOPER FARMS, SECTION 4A

PLAT AND SUBDIVISION BOOK 46, PAGE 48  
JEFFERSON COUNTY, KENTUCKY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COOPER FARMS, SECTION 4A (this "Declaration"), is made by Cooper Farms, a Kentucky General Partnership, 101 North Seventh Street, Louisville, KY 40202 ("Developer")

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

WHEREAS, this Amended and Restated Declaration amends and restates that certain Declaration of Covenants, Conditions and Restrictions dated March 16, 2000, of record in Deed Book 7422, Page 962, in the Office of the Clerk of Jefferson County, Kentucky (the "Prior Declaration"),

WHEREAS, the Prior Declaration incorrectly referred to this section of Cooper Farms as Section 4 and should have referred to Section 4A,

WHEREAS, pursuant to Article II, Section 13, of the Prior Declaration, Developer, holding more than 75% of the voting rights of Cooper Farms Innovative Section IV Community Association, Inc., may amend the Prior Declaration,

WHEREAS, Developer is currently the owner of Lots 161 through 173, inclusive, as shown on the Plat of Cooper Farms, Section 4A, of record in Plat and Subdivision Book 46, Page 48, in the Office of the Clerk of Jefferson County, Kentucky, which is the property subject to the Prior Declaration,

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 easement, 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 161 through 173, inclusive, as shown on the plat of Cooper Farms, Section 4A, of record in Plat and Subdivision Book 46, Page 48, in the office of the clerk of Jefferson County, Kentucky

Being a part of the same property acquired by Developer by Deed dated 6/10/94, of record in Deed Book 6464, Page 247 in the office of the Clerk of Jefferson County, Kentucky, and by deed dated 06/07/94 of record in Deed Book 6464, Page 250, 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 13 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 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 attached to and separated from adjoining residences by party walls on one or two sides of the structure. 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 a 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 or planting are approved in writing by Developer or by any person or association to whom it may assign the right. In only remote circumstances, will fencing be considered. Fence height, if approved, may only be 48' 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 or rent thereof, which sign shall not be greater in area than nine (9) square feet, except Developer shall have the right to erect larger signs when advertising the subdivision This restriction shall not prohibit placement of occupant name signs and lot number as allowed by applicable zoning regulations

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 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.

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, 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 Party Walls Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall

(a) The right to have the other owner adjoining the party wall bear half of the expenses of moving the party wall

(b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party

(c) The right at reasonable time to enter upon the premises of the other owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay for such restoration, and to pay the other owner the amount of any damages negligently caused by such repairing or restoring

(d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted

(e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located

Section 17 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 18 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 19 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 Homeowners Association or the



Residents Association without approval from the Louisville and Jefferson County Planning Commission

Section 20 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. The provisions contained in this paragraph shall not be amended by the Cooper Farms Innovative Section IV Community Association, Inc without approval from the Louisville and Jefferson County Planning Commission

### ARTICLE III - 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 Innovative Section 4 Community Association, Inc , a Kentucky nonstock, nonprofit corporation

(b) "Exterior of Residences" shall mean the exterior portions of the Residences located on the lots and shall include the exterior of all walls, roofs, windows and doors and shall also include all gutters, downspouts, awnings, stairs, steps, sidewalks or other similar items located on the exterior of a Residence

(c) "Maintenance Easement Areas" shall mean the entire portion of each lot, including the Exterior of the Residence, but excluding the Residence Site

(d) "Residence" shall mean the single family residence constructed on each lot, including the garage and the enclosed patio, if any

(e) "Residence Site" shall mean only that portion of each lot on which the Residence is located

(f) "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 14 of this Article III, 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 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 III 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 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 14 of this Article III, 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

(a)      The Board of Directors of each Association may fix the annual assessment at an amount not in excess of the maximum. The Board 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.

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 Maintenance Fees Effective with the occupancy of a house on any lot, the homeowner will automatically be a Class A member of both the Community Association and the Recreational Association.

Every lot owner, except Developer, shall pay a monthly maintenance fee of \$70.00 per lot to the Community Association and a monthly maintenance fee of \$25.00 per lot to the Recreational Association. The Board of Directors of each association shall have the right, at any time and from time to time, to increase or decrease the maintenance fees charged by each Association. The fees shall be paid in advance on or before the first day of each month and, in any event, within ten (10) days of written notice from either association. The Community Association may, with the approval of its Board of Directors and the Board of Directors of the Recreational

Association, collect the maintenance fees due to the Recreational Association and remit such fees to the Recreational Association in such manner as is approved by the Recreational Association

Section 14 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 15 Powers and Duties of the Community Association

(a) In addition to the other duties imposed herein, the Community Association shall have the following duties

(i) To maintain and repair the Common Areas, the Maintenance Easement Areas and the Exterior of the Residences, and to replace items therein when necessary with items equivalent to those shown on the original plans, all of which includes but is not limited to grass areas, flower gardens, shrubs, trees, plants, landscaping, curbs, driveways, walkways, fences, drainage and lighting facilities, parking areas, and other parts and accessories thereof, and the walls, roofs, windows, doors, gutters, downspouts, awnings, stairs, steps, sideways or other similar items Except as otherwise expressly provided herein, all other maintenance shall be performed by and shall be the responsibility of the owner of each lot

(ii) To pay all real estate taxes and special assessments levied against the common areas Each owner shall be responsible for all real estate taxes and assessments pertaining to that owners lot and Residence

(iii) To obtain and provide public liability insurance with respect to the Community Association's activities and the Common Areas, including but not limited to the activities of the Community Association on both the Common Areas as well as the Maintenance Easement Areas

(iv) To do such other matters as may from time to time be necessary to maintain the quality and appearance of the Common Areas, the Maintenance Easements Areas and the Exterior of the Residences

(b) In addition to the other powers granted herein, the Community Association shall have the following powers

(i) To employ a management company to carry out in whole or in part the duties or powers as set forth herein and to collect as part of the annual assessment the fee of such management company

(ii) To provide and maintain such on-site security measures, if any, as may be deemed necessary or appropriate by the Community Association, including but not limited to burglar and fire alarms, fences, gatehouse control, intercom system, guards, and any other security measures, facilities and personnel deemed necessary are appropriate by the Community Association, and to fix, levy and collect as part of the annual assessment the cost of maintaining the aforesaid security measures, facilities and personnel, but the Community Association shall not be liable for the failure to install or utilize any such measure, facility or personnel or for any alleged act or omission in connection with any measure, facility or personnel which may be installed or utilized

(iii) To establish and publish such rules and regulations from time to time which it deems necessary or appropriate for the enjoyment of the owners and for the protection of the Common Areas, the Maintenance Easement Areas and the Exterior of the Residences, and to amend said rules and regulations as it deems necessary or appropriate from time to time

(iv) To perform, install and maintain any and all other functions, measures and items deemed necessary by the Community Association for the convenience, benefit and enjoyment of the owners, and to fix, levy and collect as part of the annual assessment all sums necessary to pay the costs of any and all of the foregoing

Section 16 Designation of Residence Site and Maintenance Easement Area

Each owner, by acceptance of a deed to a lot, agrees (a) that the portion of the lot on which the Residence is located shall be deemed to be the "Residence Site" for purposes of this Declaration, and (b) that the remaining portion of the lot, including the Exterior of the Residence, shall be deemed to be the "Maintenance Easement Area" for purposes of this Declaration. Each owner, by acceptance of a deed to a lot, conveys to the Community Association a Maintenance Easement granting to the Community Association the right to landscape and maintain the Maintenance Easement Area and the Exterior of the Residence on the lot, and to prescribe rules limiting the owner's rights to use the Maintenance Easement Area in any manner so as to interfere with the performance by the Community Association of such duties and powers. Each owner retains the right, subject to the approval of the Community Association, which approval shall not be unreasonably withheld, to install at the owner's expense, landscaping in the

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Maintenance Easement Area provided, (i) the owner shall be entirely responsible for the cost of maintaining such landscaping, including the cost of pruning and removal thereof if determined by the Community Association to be unsightly or to pose a danger or hazard to others, (ii) that landscaping installed by such owners shall be properly documented and identified on records provided by the owner to the Community Association and, (iii) at the time of any future conveyance of the lot, the owner shall advise the purchaser, in writing, or the purchaser's obligations to maintain such landscaping, a copy of such writing to be acknowledged by the purchaser and delivered to the Community Association


WITNESS the signature of Developer by its duly authorized officer on this 9<sup>th</sup> day of October, 2000

COOPER FARMS, A Kentucky General Partnership

By    
 Donald J Cook, Partner

STATE OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )


The foregoing instrument was acknowledged before me this on 10/09, 2000 by Donald J Cook, general partner of Cooper Farms, a Kentucky General Partnership, on behalf of the partnership

  
Notary Public

Commission Expires 2/15/2002

This Instrument Prepared by

Timothy W Martin  
BROWN, TODD & HEYBURN PLLC  
400 W Market Street, 32nd Floor  
Louisville, Kentucky 40202-3363



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9/15/00

Document No.: DN2000136644  
Lodged by: COOPER FARMS PARTNERSHIP  
Recorded On: 10/09/2000 11:09:56  
Total Fees: 36.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: EWEWAY

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