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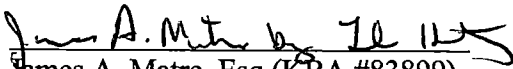
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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
BRIDLE RUN SUBDIVISION**

Instrument Prepared By:


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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
BRIDLE RUN SUBDIVISION.**

Declarant, **Shawnee Development, Inc.**, a Kentucky corporation, is the owner of certain real estate in Jefferson County, Kentucky, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein This Declaration is for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- 1.1. **Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.
- 1.2. **Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.3. **Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.
- 1.4. **Association.** "Association" means Bridle Run Homeowners Association Inc., an Kentucky nonstock, nonprofit corporation, to be established. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.
- 1.5. **Board.** "Board" shall mean the Board of Directors of the Association.
- 1.6. **Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.7. **Bylaws.** "Bylaws" means the provisions for the regulation and management of the affairs of the Association adopted for the board of director in accordance with Chapter 273 of the Kentucky Revised Statutes. A copy of the current Bylaws is attached as Exhibit C.

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- 1.8. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.
- 1.9. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III of this Declaration.
- 1.10. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.
- 1.11. Declarant.** "Declarant" means Shawnee Development, Inc., 25 Town Center Blvd., Suite 104, Crestview Hills, Kentucky, an Kentucky corporation, is the Declarant.
- 1.12. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Bridle Run Homeowners Association Inc., including any amendments hereto.
- 1.13. Dwelling Unit.** "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single family residence.
- 1.14. Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.
- 1.15. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.
- 1.16. Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.
- 1.17. Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.
- 1.18. Property.** "Property" means the real estate described in Exhibit "A" attached hereto and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.
- 1.19. Record Plan.** "Record Plan" means the record plat for Bridle Run Subdivision, Section 1A, Deed Book 11621, pages 1, of the Plat Records of the Clerk of Jefferson County Kentucky.
- 1.20. Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment

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control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

1.21. Tower Declaration. “Tower Declaration” means the Amended and Restated Declaration of Covenants, Easements and Restrictions by Vertical Bridge Landco, LLC and Vertical Bridge CC AM, LLC, dated November 14, 2018 and recorded in Deed Book 11297, page 551 of the Jefferson County Clerk’s Records.

1.22. Tower Premises. “Tower Premises” means the property described in the Tower Declaraton for the operation of radio broadcast facilities.

ARTICLE II

LOTS

2.1. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan. There will eventually be three Lot types in the subdivision – 76’ wide lots, 60’ wide lots and 50’ wide lots.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS, EASEMENTS AND RESERVATIONS

4.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Common Elements include “Open Space” Lots 1000 and 1001 as shown on the Record Plan

4.2. Easements. The Lots and Common Elements shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

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4.2.1. Enjoyment. The Common Elements and Lots shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.2.2. Drainage. The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

4.2.3. Utilities. The Lots shall be subject to easements as shown on the Record Plan for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility service and cablevision franchise. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include, but not be limited to, all incidental appurtenances, such as, guys, conduits, poles, anchors, transformers, par mount transformers, handholes, etc. Said easements right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

4.2.4. Jefferson County. A non-exclusive easement is granted to to Jefferson County, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws.

4.4. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.4.1. Restrictions set forth in this Declaration.

4.4.2. Restrictions set forth in the Tower Declaration that affect the Property and are further provided in Article IX, herein.

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4.4.3. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.4.4. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

4.4.5. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

4.4.6. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

4.4.7. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.4.8. All rights granted to the Association in this Declaration.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. **Surface Water Management System.** The Surface Water Management System shall consist of the storm water easements delineated as "Drain Esm't" as shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with guidelines as may be promulgated from time to time by Jefferson County Metropolitan Sewer District. The Association shall have primary responsibility for the maintenance of the retention basin, including any pipes, concrete gutters or mechanical devices.

5.2. **Surface Water Management System Easements.** Each Lot and the Common Elements shall be subject to and shall be benefited by easements for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. **Access to Lots and Common Elements.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or

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employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

5.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by Jefferson County Metropolitan Sewer District. If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that portion shall promptly cause it to be repaired.

5.5. Restriction on use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. Easements to structural storm water management practices shall be restricted against the planting in said easement of trees, shrubbery, or other woody growth; against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of storm water and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by Jefferson County.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered in accordance with Chapter 273 of the Kentucky Revised Statutes, a nonstock, nonprofit corporation named Bridle Run Homeowners Association Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

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6.3.2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association, the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;

6.3.3. Enter into contracts and incur liabilities relating to the operation of the property;

6.3.4. Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;

6.3.5. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

6.3.6. Acquire, encumber, and convey or otherwise transfer real and personal property;

6.3.7. Hold in the name of the owners association the real property and personal property;

6.3.8. Grant easements, leases, licenses, and concessions through or over the common elements;

6.3.9. Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

6.3.10. Levy the following charges and assessments:

6.3.10.1. Interest and charges for the late payment of assessments;

6.3.10.2. Returned check charges;

6.3.10.3. Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;

6.3.10.4. Charges for damage to the common elements or other property.

6.3.11. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

6.3.12. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

6.3.13. Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

6.3.14. Borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

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6.3.15. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

6.3.16. Purchase insurance and fidelity bonds the directors consider appropriate and necessary;

6.3.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of the Commonwealth of Kentucky;

6.3.18. Exercise powers that are any of the following:

6.3.18.1. Conferred by the declaration or bylaws;

6.3.18.2. Necessary to incorporate the Association as a nonprofit corporation;

6.3.18.3. Permitted to be exercised in this state by a nonprofit corporation;

6.3.18.4. Necessary and proper for the government and operation of the Association.

6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Members shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws and the laws of the Commonwealth of Kentucky.

6.5. Number of Votes. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate (eleven months) after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

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6.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. Individual Assessment.

7.4.1. Subject to the provisions of Section 7.6, the Association shall have the right to assess an individual Lot for any of the following:

7.4.1.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.4.

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7.4.1.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.4.1.1.

7.4.1.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.4.1.4. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

7.4.1.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Bylaws to be charged or assessed as an Individual Assessment.

7.4.2. The Association shall credit any amount it receives from a lot owner pursuant to this section in the following order:

7.4.2.1. To interest owed to the owners association;

7.4.2.2. To administrative late fees or enforcement assessments owed to the Association;

7.4.2.3. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;

7.4.2.4. To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.5.1. Notice. Prior to imposing a Individual Assessment, the Board shall give the Owner written notice containing:

7.5.1.1. a description of the property damaged, the required maintenance or the violation;

7.5.1.2. The amount of the proposed charge or Individual Assessment;

7.5.1.3. A statement that the Owner has a right to a hearing before the Board to contest the Individual Assessment;

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7.5.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.6.2; and

7.5.1.5. A reasonable date by which the Owner must cure the violation to avoid the Individual Assessment, if such opportunity to cure is applicable.

7.6. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.6.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Owner.

7.6.1. Manner of Notice. Any notice required under this Section to be served:

7.6.1.1. upon the Owner shall be delivered personally to the Owner and Occupants at the Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

7.6.1.2. upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

7.7. Working Capital Fund; Initial Assessment. At the time of closing of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of \$ 300.00, as such purchaser's initial capital contribution to the working capital fund of the Association. This Assessment shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither Declarant nor Builder shall be subject to or required to pay such Working Capital Fund Assessment.

7.8. Special Assessment. There is hereby established a Special Assessment for repairing or restoring damage or destruction to the Common Elements as further set forth in Article X;

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7.9. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay the Annual General Assessment.

7.10. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2021, the maximum Annual General Assessment shall be \$300.00. Beginning with Assessments levied as of January 1, 2022, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Twenty-five (25%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

7.11. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability.

7.12. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, as well as any related interest, administrative late fees, enforcement assessments, collection costs attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable. The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

7.12.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

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7.12.2. Effective Dates. The lien is effective on the date that a certificate of lien is filed pursuant to Section 7.12.4.

7.12.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

7.12.4. Certificate of Lien. The Association shall file a certificate of of lien with the Clerk of Jefferson County.

7.12.5. Priority of the Lien. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

7.12.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.12.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.12.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

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7.13. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.14. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.15. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.16. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.17. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall be obligated to pay Common Expenses.

7.18. Loan. In the event that sufficient funds are not on hand to pay Common Expenses as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the prime rate charged by Heritage Bank at the time said loan is made.

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ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Owner Responsibility. Except as herein after provided, the Owners are responsible to maintain the Lot, its Dwelling Unit and any improvement erected thereon in a reasonable manner in accordance with the standard generally prevailing throughout the Property.

8.2. Association Responsibility. The Association shall maintain and provide for the Common Elements

8.3. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

8.4. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

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9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) reasonably sized political signs installed two months before and remove within one month after an election, and (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

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9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed twenty-four (24) hours for the purpose of cleaning, loading or unloading.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and two (2) orderly domestic pets (e.g., dogs and cats) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Each Owner shall be responsible to clean up after their pets in the Common Elements. All pets shall be maintained in accordance with the laws and ordinances of Jefferson County.

Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. The Board shall have the authority to provide further rules regarding pets on the Common Elements.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

Emotional support animals are permitted upon certification or documentation from a licensed professional.

9.1.8. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.9. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Tower Declaration Restrictions. The following restrictions are set forth in the Tower Declaration.

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9.2.1. Interference with Signals. No Owner shall use or operate any equipment if such equipment would cause interference with the quality, strength or range of any broadcast signals or radio communications, signals, frequencies or other form of electronic and wireless forms of communications emanating from the Tower Premises.

9.2.2. Permitted Uses. No owner shall use electronic and other devices such as satellite television services, Wi- Fi services, electronic data transmission services and other electronic services which are not in compliance with all governmental regulations, including but not limited to FCC regulations, normally required for the intended commercial uses.

9.2.3. Notice to Owners Regarding Possible Interference with Owner Signals.

OWNERS ARE HEREBY ADVISED THAT IT IS POSSIBLE THAT THE SIGNALS EMITTED FROM THE TOWERS AND FROM THE ANCILLARY EQUIPMENT USED IN CONJUNCTION WITH THE OPERATION OF THE TOWERS MAY INTERFERE WITH SIGNALS THAT USERS WILL USE FOR ELECTRONIC AND OTHER DEVICES SUCH AS SATELLITE TELEVISION SERVICES, WI-FI SERVICES, ELECTRONIC DATA TRANSMISSION SERVICES AND OTHER ELECTRONIC SERVICES. EACH USER AGREES TO RELEASE AND HOLD HARMLESS THE OPERATOR, ITS HEIRS, SUCCESSORS AND ASSIGNS, AND LESSEES, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, PROCEEDINGS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF ANY COMPLAINT BY SUCH USER CONCERNING INTERFERENCE. EACH USER FURTHER AGREES THAT IF IT INSTITUTES ANY SUCH CLAIM, THEN THE USER WILL BE RESPONSIBLE FOR ALL REASONABLE FEES WHICH THE OPERATOR MAY INCUR DEFENDING SUCH CLAIMS.

9.3. Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

9.3.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition fences, and staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing

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structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration. **Nothing herein shall relieve the Owner or Builder from obtaining the required governmental permits for the improvement.**

9.3.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist until all Lots have been sold to and occupied by Owners. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

9.3.1.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. A copy of the current Design Guidelines may be obtained from the Declarant.

9.3.1.3. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

9.3.1.4. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association.

9.3.1.5. No Liability. Each Owner and Builder are responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Directors have acted in good faith on the

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basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.3.2. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars.

9.3.3. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines.

9.3.4. Roof Requirements. The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines

9.3.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the Louisville Metro Land Development Code. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

9.3.6. Front Yards and Driveways. Front yards shall be landscaped within ninety (90) days after closing, weather permitting. All driveways shall be paved with concrete, brick or paving stone.

9.3.7. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

9.3.8. Exterior Siding. Any wooden sheeting materials must have prior approval.

9.3.9. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

9.3.10. Radio and Television Antennas. With the exception of antennas preempted by Federal Communications Commission rules, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and

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in accordance with the Design Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.3.11. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

9.3.12. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

9.3.13. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.3.14. Fences. No fence of any sort, may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link fences shall not be permitted.

9.3.15. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. An storage structure may be permitted with prior approval in accordance with Section 9.2. Construction trailers and/or storage sheds shall be permitted only during construction.

9.3.16. Pools and Spas. All pools, hot tubs and spas must have prior approval and comply with the Design Guidelines. All pools must be in-ground. No above-ground pools are permitted. Hot tubs and spas if in-ground, or if above ground, incorporated into a deck with enclosed sides.

9.3.17. Play Equipment and Basketball Hoops. All play equipment and basketball hoops must have prior approval and comply with the Design Guidelines.

9.3.18. Clothes Drying. No outdoor close drying apparatus of any sort shall be permitted.

9.3.19. Mailboxes, Lampposts. All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant.

9.3.20. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

9.3.21. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and builder shall be responsible for keeping the streets

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and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

9.4. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.4.1. Actions. The Board may take any of the following actions.

9.4.1.1. levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4.

9.4.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.4.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.4.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.4.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.4.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

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ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board and as may be required by the Tower Declaration.

10.2. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Director for all Owners, to be disbursed as follows:

11.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

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ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Completion of Development. The Declarant reserves the rights to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

12.2. Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.3. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

12.4. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.4.1. Easements for drainage and all utilities as shown on the Record Plan.

12.4.2. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.4.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.5. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Clerk of Jefferson County, Kentucky.

12.6. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S.

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Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate sixty (60) days after the conveyance of seventy-five (75%) percent of all Lots (including Lots on the Additional Land) to Owners other than Declarant or any Builder.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

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13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment. Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

14.2.1. Except as provided in this Section 12.5, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

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14.2.2. Any amendment reducing the maintenance responsibility of the Association as to the Common Elements, including the Surface Water Management System must be approved by Jefferson County, Kentucky.

14.2.3. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration.

14.3. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.3.1. Consent Required. This Declaration may be terminated only upon unanimous consent of the Owners, and if during the Declarant Control Period, by consent the Declarant and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

14.2.4. Any Agreement to Terminate must be approved by Jefferson County, Kentucky.

14.3.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Jefferson County Clerk. This agreement shall be executed in the same manner as a deed by the requisite number of Owners. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MISCELLANEOUS

15.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

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15.3. **Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. **Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

15.6. **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.7. **Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Shawnee Development, Inc. has caused this Declaration to be signed by Shannon Lachenman, President, this 5th day of February, 2020.

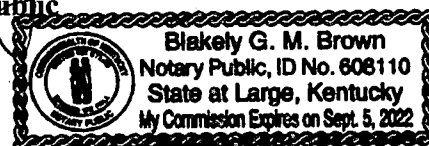
Shawnee Development, Inc.

by: [Signature]
Shannon Lachenman

STATE OF KY)
)ss:
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me, this 5th day of February, 2020, by Shannon Lachenman, President of Shawnee Development, Inc., an Kentucky corporation, on behalf of the corporation.

[Signature]
Notary Public



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EXHIBIT A
Lots to be submitted

Situated in Jefferson County, Commonwealth of Kentucky and being all of Lots 1 through 15, and 69 through 79 and Open Space Lots 1000 and 1001 as shown on the Record Plat for Bridle Run Subivision, Section 1A, recorded in Plat Book 59, page 82 of the Jefferson County, Kentucky Clerk's Records.

Being part of the premises conveyed to Shawnee Development, Inc. in Deed Book 11599, page 550 through 559 of the Jefferson County, Kentucky Clerk's Records.

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EXHIBIT B

Additional Land

BEGINNING at an existing stone, said stone lying in the north line of a property conveyed to Polo Fields, LLC, of record in Deed Book 10864, Page 895 in the Office of the Clerk of Jefferson County, Kentucky, and said stone also being the southernmost corner of Flat Rock Ridge Section 1, of record in Plat and Subdivision Book 51, Page 23 in the Clerk's Office aforesaid; thence running with said Flat Rock Ridge Section 1 **N13°45'05"E, 576.13'** to a point, said point being **N20°02' 28" W, 0.26'** from an existing 1/2" rebar, and said point being the southwest corner of Flat Rock Ridge Section 2B, of record in Plat and Subdivision Book 52, Page 44 in the Clerk's Office aforesaid; Thence running with the south line of said Flat Rock Ridge Section 2B **S85°46'01"E, 989.77'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492", said iron pin being the southwest corner of Flat Rock Ridge Section 3, of record in Plat and Subdivision Book 54, Page 78 in the Clerk's Office aforesaid; thence running with the south line of said Flat Rock Ridge Section 3 and the south line of Southfield at the Polo Fields Unit 1, Phase 2 **S86°54'19"E, 1681.05'** to an existing iron pin with plastic cap (unreadable); thence with the southeast line of last mentioned subdivision **N40°58'25"E, 204.77'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492", said iron pin lying in the southwest right-of-way line of Flat Rock Road ; thence running with said right-of-way line the following four courses: **S49°55'27"E, 139.10'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; **S49°55'27"E, 407.49'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; **N40°04'33"E, 8.63'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; **S50°11'41"E, 366.52'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; thence **S39°25'39"W, 367.00'** to an unmarked point in the centerline of Flat Rock Road; thence , **N50°34'21"W, 27.85'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492", said iron pin lying in the northwest tight-of-way line of Flat Rock Road; thence with said right-of-way line **S38°53'29"W, 940.30'** to an existing nail in concrete in 4" leaning metal pipe, said nail being the easternmost corner of a property conveyed to Louisville Gas & Electric Company, of record in Deed Book 4038 , Page 52 in the Clerk's Office aforesaid; thence running with said Louisville Gas & Electric Company the following three courses; **N52°08'08"W, 210.96'** to an existing 3/4" iron rod in concrete; **S37°51'52"W, 259.42'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; **S52°08'08"E, 208.32'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492", said iron pin lying in the northwest light-of-way line of said Flat Rock Road; thence running with said right-of-way line **S36°12'11"W, 259.84'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; thence running with the northeast line of a property conveyed to said Polo Fields, LLC the following four courses: **N64°49'18"W, 383.46'** to a set 1/2" x 18" iron pin with plastic cap stamped "WINK 3492"; **N64°49'18"W, 2380.13'** to a point, said point being **S47°45' 03"E, 0.26'** from a found iron pin with plastic cap stamped "2223"; **N25°13'33"E, 246.99'** to a point, said

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point being S36°48'05"E, 0.21' from a found iron pin with plastic cap (unreadable); thence N64°46'27"W, 95.92' to the BEGINNING, containing 101.65 acres.

Subject to an easement for an Antenna in favor of Vertical Bridge CC AM, LLC as set forth in Deed Book 10775, page 524 of the Jefferson County, Kentucky Clerk's Records.

Save and except the premises described in Exhibit A, above.

Being the premises conveyed to Madeira Place, LLC in Deed Book 11297, page 586 of the Jefferson County, Kentucky Clerk's Records.

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EXHIBIT C
BYLAWS
FOR
BRIDLE RUN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be Bridle Run Homeowners Association, Inc., and shall be an Kentucky nonstock, nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a "Member"). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. This Bylaws shall be the "bylaws" as defined in Section 273.191 K.R.S. The terms used in this Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded with the Clerk of Jefferson County, Kentucky (the "Declaration"), unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Jefferson County, Kentucky or as convenient thereto as possible and practical. The Board of Directors, in its sole discretion, may determine that the meeting shall not be held at any place but shall instead be held solely by means of remote communication in accordance with Section 273.196 K.R.S.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the

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Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 6. Notices for meetings of the Members shall be served not less than ten (10) nor more than thirty-five (35) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast

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the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail. Only Members in good standing, as determined by the Board, shall be eligible to vote on any matter.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate eleven months after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

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**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors in the Association shall consist of at least three (3) but not more than seven (7) persons. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner.

SECTION 3. Nomination of Directors. Nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. No nominations shall be permitted from the floor unless approved by a majority of those Members in attendance. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Directors shall be staggered with an odd number of Directors being elected in odd numbered years and an even number of Directors being elected

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in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least two (2) days before the time set for the meeting.

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Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, bidding for goods and services, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

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SECTION 17. Voting By Directors. No Director may vote by proxy. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

**ARTICLE IV
OFFICERS**

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer and shall be elected by the Board of Directors. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have

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the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Design Review Committee. The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable

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assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget without the necessity of special assessments. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget. The amount set aside annually for reserves may not be waived by the Owners.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Bylaws.

SECTION 6. Application of Payments. All payments received by the Association shall be credited in the following order: (a) First, to interest owed to the Association; (b) Second, to administrative late fees owed to the Association; (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; (d) Fourth, to the oldest principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Lot.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien

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fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

ARTICLE VII ENFORCEMENT OF COVENANTS

SECTION 1. Enforcement Powers. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violating Owner, and to suspend the Owner's right to vote or to use the Common Open Space for violating any duty imposed under the Declaration, this Bylaws, or any rules and regulations duly adopted hereunder. In the event that an Occupant of a Unit violates the Declaration, this Bylaws, or any rules and regulations and a fine is imposed, then the fine shall first be assessed against the Occupant. If the fine is not paid by the Occupant within the time set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, this Bylaws, or any rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. Any fine shall be assessed as a Individual Assessment, pursuant to Article IX, Section 9.3 of the Declaration

SECTION 2. Procedures for Imposing an Individual Assessment for Damages or Enforcement. Prior to imposing any Individual Assessment the Board shall give notice and the opportunity for a hearing as set forth in Article VII of the Declaration.

ARTICLE VIII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Kentucky law, the Articles of Incorporation, the Declaration, or this Bylaws.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Kentucky law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Kentucky law, the Declaration, the Articles of Incorporation, and this Bylaws (in that order) shall prevail.

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SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Jefferson County, Kentucky, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made;
and

iii. payment of the cost of reproducing copies requested by a Member.

c. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

i. information that pertains to the Property related personnel matters;

ii. communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;

iii. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

iv. information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

v. disclosure of information in violation of law; or

vi. meeting minutes or other records of an executive session duly called

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d. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Owners. Within thirty days after an Owner takes title to a Lot, the Owner shall provide the following information in writing to the Association through the Board:

a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Lot;

b. The name, business address and business telephone number of any person who manages the Owner's Lot as an agent of that Owner.

c. Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Notices. Unless otherwise provided in this Bylaws, all notices, demands, bills, statements, or other communications under this Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Bylaws, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when

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deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 7. Amendment. Except as otherwise provided by law or the Declaration, these Bylaws may be amended by a majority of the Owners. As the provisions of these Bylaws are procedural in nature, the Board may adopt implied consent procedures for any amendments. The failure of an Owner to respond within thirty (30) days to any written request of the Association delivered in accordance with Section 6 for approval of an amendment to these Bylaws shall constitute an implied consent of the amendment.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted this 5th day of February, 2020

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**BRIDLE RUN SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.
DESIGN GUIDELINES**

The following standards have been developed and promulgated by the Declarant in accordance with Article IX, Section 9.2.1.2 of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners. Approval must be obtained from either the Declarant or the Committee appointed by the Association, whichever has jurisdiction as provided in Article IX, Section 9.2.1 of the Declaration. Any reference herein as to approval by the Declarant shall include approval by the Association if it has jurisdiction as such time.

NOTE: PRIOR PLAN APPROVAL IS REQUIRED FOR ALL STRUCTURES OR IMPROVEMENTS PLACED ON THE LOT BY THE HOMEOWNER, INCLUDING PLAY EQUIPMENT, STORAGE BUILDINGS, SWIMMING POOLS AND FENCES.

GENERAL GUIDELINES APPLICABLE TO ALL LOTS

House Placement and Yard Grading. Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform the drainage plan approved for the subdivision.

The following guidelines shall be used in determining placement with respect to style and elevations:

a. There must be a minimum of a two different homes separating like models on the same side of the street. Optional items, such as full porches and pediment front foyers, may be used to establish the differences.

Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and an attached garage for at least two cars. A single-family dwelling shall meet the following requirements:

a. A one story dwelling structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.

b. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

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Roof, Building Height. The roof and gables of each Dwelling unit shall be no less than 3 - 12 pitch. Roof coverings shall be architectural style fiberglass shingles or tile. The maximum building height shall be thirty-five feet (35'). Building heights shall be measured from the grade condition present at the entry door location to the highest point of the roof area. Chimney heights may exceed this limitation with approval of the Declarant. The Declarant may grant a variance if the topography is such that the building site requires or allows, in the sole discretion of the Declarant, for an exception.

Garages. A minimum two care garage is required. Detached garages of any style are not permitted.

Yards/Landscaping. Yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions but no less than 9 months following the home receiving its certificate of occupancy.

Driveways and Walks. All driveways shall be paved with concrete, brick pavers or paving stone .

Color Schemes. All dwellings shall be in conformance with the original color schemes as promulgated by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

- a. In any group of five dwellings on the same side of a street, at least three siding colors must be used. Never use the same color on two consecutive dwellings
- b. On any cross street intersection, at least two siding colors must be used.
- c. Dwelling directly across the street from one another should have different siding colors.

Underground and Log Houses. Underground and log structures are prohibited.

Porches, appendages and additions. No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Committee.

Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for the storage of any item of any kind.

Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring lot or street.

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Railings. All deck and balcony railings shall be wood and stained the same color as the deck or balcony. An alternative material may be used provided that such material is harmonious with the exterior color scheme.

Solar Panels. Solar panels may be permitted upon prior approval of the Declarant or Association whichever has jurisdiction.

Water Discharge. Storm water must be disposed in accordance with the drainage plan for the subdivision and county regulations.

Skylights. Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

Accessory Buildings. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent Dwelling on each Lot has been completed.

Temporary Structures. No improvement or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, garages, barns, tree houses, skateboard ramps or other temporary or other outbuildings shall be erected, kept or maintained on any Lot of any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site when approved, in advance, by the Declarant. The architectural site plan shall indicate the location of such temporary structure and drawings reflecting the appearance of same.

Lot Filling. No Lot may be filled for any reason until the Declarant has reviewed and approved the preliminary application for the Single Family Dwelling, proposed for construction on the Lot, except for lot fills permitted as required to complete community development, drainage and grading by the Declarant. The site plan, along with overall drainage concerns shall be taken into consideration in determining the extent of filling which shall be permitted on any given Lot.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with natural screening.

Play Equipment. Play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines. Such structures shall be of wood construction with natural coloring or may be painted or stained brown or gray. Structures that include colored items of equipment, such as a slide or swing set seats, are acceptable so long as all such equipment is the same color. All play equipment on any one lot shall be the same colors. Rear yards shall have no paved areas intended for active recreational purposes such as basketball or similar activities.

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Basketball Hoops. No permanent basketball hoop or goal may be placed on any Lot, regardless of location. Portable basketball goals do not require prior approval, provided they meet the following guidelines.

- a. Location and Storage. Acceptable locations will be determined on a case by case basis considering the volume of street traffic and safety for the participants and others. Portable basketball goals must be stored in a garage when not in use and/or during the winter months.
- b. Use. Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 10 pm, nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that use creates an unreasonable disturbance.

Swimming Pools. Any swimming pool to be constructed on any Conventional Single Family Lot shall be inground and subject to the review and approval of the Declarant, which shall include, but not be limited to, the following criteria:

Placed only in an approved location in the rear yard which is at least ten feet (10') from any property line, screened in such a manner so as to provide minimum visual impact from the street and other Lots and shall meet the requirements of the Township of Cincinnati and does not unreasonably hinder the flow of surface water on the Lot.

Pool equipment shall be placed in an approved location and screened in such a manner so as to provide minimum visual impact from the street and other Lots. Pool Pump Buildings shall be permitted as accessory to an in-ground swimming pool.

Composition to be of material thoroughly tested and accepted by the industry for such construction.

Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend outside the defined building area and shall not extend towards the front of the house any further than a plane indicated by the rear house line, except by special permit from the Declarant.

Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding Single Family Dwellings. All lighting shall be approved by the Declarant.

Small Portable "kiddie pools" shall be permitted in rear yards only behind the home so long as said pool is in place for no more than 72 hours.

Air Conditioning and Heat Pump Equipment. Air conditioning and heat pump equipment shall be located in side yards or Rear Yards. To the extent reasonably possible, such equipment shall be screened from view in a manner approved for each particular lot.

Fencing. Standard chain link or other metal fences shall not be permitted. Fences may be erected only in the Rear Yard. On corner lots, fences may not be placed within the setback on the street side. Rear Yard perimeter fences may be a maximum of five feet (5') in height and shall be limited to black aluminum or wrought iron, if generally opaque, or decorative fences of wrought iron or similar materials and openness.. Wire fencing material (4" x 4" dog wire) may

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be attached to the fences for additional enclosure as long as they are not visible from the exterior of the lot. All swimming pool fencing shall be reviewed on an individual basis in accordance with general standard hereinafter set forth. Privacy fencing not to exceed six (6) feet in height shall be permitted around spas and hot tubs. Decorative fencing will be reviewed upon an individual basis considering the visual impact on surrounding lots. The Declarant and the Association reserve the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community.

Radio and Television Antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or
2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
3. an antenna that is designed to receive television broadcast signals.

B. Permitted Locations.

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

C. Other Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. The height of any antenna will be considered in determining its visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate

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safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

Lot Maintenance. All Lots shall be kept in a clean and sanitary condition and no rubbish, weeds, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

Empty lots must be mowed when vegetation reaches one foot. The Association shall have the right to assess any owner for the costs of mowing or clean up in the event that the owner fails to do so.

Lot Grading. The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by the Township. Any deviations from such plan must be preapproved by the County and the Declarant.

House Numbers. House numbers must be placed on mailboxes and on the Dwelling Unit. The location of the house number on the home shall be consistent throughout the community.

Exterior Lighting. Each Dwelling Unit shall have a post lamp installed at the time the home is built. Post lamp(s) and post(s) shall be no greater than fifteen feet (15') from the edge of the public street fronting the particular Dwelling and shall be operated with automatic, twenty-four (24) hour photo-cell operation so as to be illuminated during all times of darkness. All said post lamps designs, colors and style must be approved by the Declarant. The Homeowner shall be responsible for the maintenance of the post lamp, including but not limited to repair, cleaning and bulb replacement to ensure the post lamp is operational at all times.

Mailbox. All homes will be serviced with a single mailbox that will serve one home. The locations of the mailboxes are determined by the US Post Office and cannot be relocated without their permission. All mailbox must conform to the specifications as the mailbox installed by the builder. See Exhibit "B"

Discretion. Any discretion to be exercised in the review of plans shall be that of the Declarant or the Committee.

Variations. The Declarant or the Committee may grant variations from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

Right to Modify Guidelines. The Declarant reserves the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development.

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