

**FIRST AMENDMENT TO THE DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SPRINGHURST SUBDIVISION, VILLAGE OF SPRINGHURST  
GARDENS, TRACT 17, DATED OCTOBER 21, 1998, OF RECORD  
IN DEED BOOK 7151, PAGE 660 IN THE  
OFFICE OF THE JEFFERSON COUNTY CLERK**

**THIS FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGHURST SUBDIVISION, VILLAGE OF SPRINGHURST GARDENS, TRACT 17, is made this 30th day of April, 2006 by and between the SPRINGHURST COMMUNITY ASSOCIATION, INC., the VILLAGE OF SPRINGHURST GARDENS HOMEOWNERS ASSOCIATION, INC., and the individuals executing Exhibit 'A' hereto who comprise seventy-five percent (75%) of the owners of lots in Springhurst Subdivision, Village of Springhurst Gardens, Tract 17, subject to the aforementioned original and amended Declarations.**

**RECITALS**

- A. Whereas, on October 8, 2001, CMB, Springhurst Gardens, Kentucky LLC, ("Developer") turned over legal and management control of the Village of Springhurst Gardens Homeowners Association, Inc. and the Village of Springhurst Gardens Tract 17 to its residents.
- B. Whereas, pursuant to Article VII, Section 3 of the Declarations the residents may amend such Declarations by a seventy-five percent (75%) vote of the total lots subject thereto.

**NOW THEREFORE, the residents of the Village of Springhurst Gardens hereby amend the Declarations as follows:**

- 1. Article III Section 2(d) is hereby amended as follows:

No hedge or fence shall be placed or planted on any lot unless the Board approves its design and placement of planting in writing. Only a portion of the rear yard shall be fenced. In no event will the Board approve the construction of any fence, which is ~ to be constructed of chain link materials, [ii] more than six feet in height, [iii] to be constructed of materials which are not approved by the Board in its discretion from time to time, or not landscaped to the Board's satisfaction. Current approved materials are: wood, masonry, brick, black wrought iron and powder coated black aluminum. All materials are to be of high quality. Privacy screens for patios shall not be considered fences for purposes of this Section; provided, however, no patio privacy screen shall be placed or erected on any lot unless its general design and placement are approved by the Board.

IN WITNESS WHEREOF, the Springhurst Community Association, Inc., the Village of Springhurst Gardens Homeowners Association, Inc., and those residents identified on Exhibit "A" have executed this First Amendment on the date set forth above.

SPRINGHURST COMMUNITY ASSOCIATION, INC.

By: 

J. Gregory Troutman, President

COMMONWEALTH OF KENTUCKY )

) ss:

COUNTY OF JEFFERSON

Subscribed and sworn to before me by J. Gregory Troutman, President of the Springhurst Community Association, Inc. this 11<sup>th</sup> day of September, 2006.

My Commission Expires: 

6/21/07


NOTARY PUBLIC

State-At-Large, Kentucky

VILLAGE OF SPRINGHURST GARDENS  
HOMEOWNERS ASSOCIATION, INC.

By: 

G.O. KIDD,  
President

Prepared by 

G.O. KIDD  
10213 SPRINGHURST GDN CIR  
LOUISVILLE KY 40241  
502 339 8622

COMMONWEALTH OF KENTUCKY )

) ss:

COUNTY OF JEFFERSON )

Subscribed and sworn to before me by G.O. Kidd, President of the Village of Springhurst Gardens Homeowners Association, Inc. this 26<sup>th</sup> day of August, 2006.

My Commission Expires: 

6/21/07

NOTARY PUBLIC

State-At-Large, Kentucky

## EXHIBIT "A"

Signature: [Signature]  
 Printed Name: ISMAIL ASAD M.D.  
 Address: 10210 Springhurst Gdn

Signature: [Signature]  
 Printed Name: SAMIA ASAD  
 Address: 10210 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Mark Backley  
 Address: 10216 Springhurst Gdn

Signature: [Signature]  
 Printed Name: MARY & ALEX RICH  
 Address: 10215 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Angie Pryor  
 Address: 10212 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Jeremy McGlow  
 Address: 10214 Springhurst Gdn

Signature: [Signature]  
 Printed Name: MINTA ABDOMERONIC  
 Address: 10217 Springhurst Gdn

Signature: [Signature]  
 Printed Name: GARVIS O KIDD  
 Address: 10213 Springhurst Gdn

Signature: [Signature]  
 Printed Name: CHARLES T-BASS  
 Address: 10206 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Kathy Nolan  
 Address: 3801 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Edward L. Dantch  
 Address: 10201 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Sally Bicknell  
 Address: 10211 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Daniel Roche  
 Address: 10207 Springhurst Gdn

Signature: [Signature]  
 Printed Name: John M. Gomes  
 Address: 10123 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Stephen E. Parent  
 Address: 10208 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Ami Presler  
 Address: 10119 Springhurst Gdn

Signature: [Signature]  
 Printed Name: BER SENI  
 Address: 10104 Springhurst Gdn

Signature: [Signature]  
 Printed Name: James M. Edwards  
 Address: 10123 Springhurst Gdn

Signature: [Signature]  
 Printed Name: LYNDA RICHARDSON  
 Address: 10106 Springhurst Gdn

Signature: [Signature]  
 Printed Name: Tejwina A. Khan  
 Address: 10122 Springhurst Gdn

Signature: [Signature]  
 Printed Name: FRANK P. GIMCALONE  
 Address: 10108 Springhurst Gdn

Signature: [Signature]  
 Printed Name: DEAN H. SHORT  
 Address: 10101 Springhurst Gdn

**EXHIBIT "A"**

Signature: Mrs David Habba  
 Printed Name: Mrs DAVID HABBA  
 Address: 10100 Springhurst Gdn

Signature: Michael Werwer  
 Printed Name: Michael Werwer  
 Address: 10105 Springhurst Gdn

Signature: Suzy Zakorik  
 Printed Name: SUZY ZAKORIK  
 Address: 10109 Springhurst Gdn

Signature: Vitali HAH  
 Printed Name: VITALI HAH  
 Address: 10107 Springhurst Gdn

Signature: Jennifer Gray  
 Printed Name: Jennifer Gray  
 Address: 10111 Springhurst Gdn

Signature: Natalie Daniels  
 Printed Name: Natalie Daniels  
 Address: 10113 Springhurst Gdn

Signature: Bokyoung Young  
 Printed Name: Bokyoung Young  
 Address: 10119 Springhurst Gdn

Signature: Zuan Gibbs  
 Printed Name: Zuan Gibbs  
 Address: 10127 Springhurst Gdn

Signature: Susan G. Zepeda  
 Printed Name: SUSAN G. ZEPEDA  
 Address: 10203 Springhurst Gdn

Signature: Jodi A. Carr  
 Printed Name: JODI A. CARR  
 Address: 10120 Springhurst Gdn

Signature: Sean T. Minter  
 Printed Name: Sean T. Minter  
 Address: 10112 Springhurst Gdn

Signature: Mary J. Tanotola  
 Printed Name: MARY J. TANOTOLA  
 Address: 10116 Springhurst Gdn

Signature: Beatrice Senn  
 Printed Name: BEATRICE SENN  
 Address: 10104 Springhurst Gdn

Signature: K. Linberg  
 Printed Name: K. LINBERG  
 Address: 10118 Springhurst Gdn

Signature: Barbara Trevor  
 Printed Name: Barbara Trevor  
 Address: 10110 Springhurst Gdn

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn

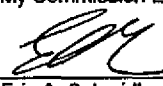







Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn







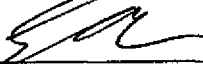

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn









Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn







Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Springhurst Gdn

<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Ismail Asad M.D.</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Angie Pryor</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Mark Bobrow</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Mina Abdomevovic</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Charles J. Bass</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Edward L. Dortch</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Daniel Roche</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Stephen Parent</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>

<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Bea Senn</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Lynda Richardson</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Frank P. Giacobone</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Mary Rattiff</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Jeremy McGraw</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Garvis D. Kidd</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Kathy Nolan</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  Subscribed and sworn to before me by  <u>Sally Bicknell</u>  this 30th day of April, 2006.  My Commission Expires: June 21, 2009    Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>

<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Mrs. David Habka</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Michael Wenner</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Suzy Zahorik</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Vital Shah</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Jennifer Bray</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Natalie Daniels</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Bokyoung Young</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Iver Gibbs</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p></p> <p>Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>

<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Susan G. Zepeda</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Jodi A. Carr</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Sean Murphy</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Mary J. Yanutola</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Valeriy Klinberg</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  <u>Barbara Trevor</u>  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  _____  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>_____  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY)  COUNTY OF JEFFERSON ) ss:  ) )</p> <p>Subscribed and sworn to before me by  _____  this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p>_____  Eric A. Schmidt  NOTARY PUBLIC  State-At-Large, Kentucky</p>



<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Juan M. Gomez</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Anni Presler</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>James M. Edwards</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Tehmina A. Kahn</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by <u>Dean Short</u> this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by _____ this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>
<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by _____ this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>	<p>COMMONWEALTH OF KENTUCKY) COUNTY OF JEFFERSON ) ss: )</p> <p>Subscribed and sworn to before me by _____ this 30th day of April, 2006.</p> <p>My Commission Expires: June 21, 2009</p> <p><u>[Signature]</u> Eric A. Schmidt NOTARY PUBLIC State-At-Large, Kentucky</p>

END OF DOCUMENT

Document No.: DN2007027127  
 Lodged By: village of springhurst  
 Recorded On: 02/21/2007 01:16:58  
 Total Fees: 31.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: CARRAR

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**VILLAGE OF SPRINGHURST GARDENS  
SPRINGHURST SUBDIVISION, TRACT 17**

**JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGE OF SPRINGHURST GARDENS, Tract 17,** is made on this \_\_\_\_\_ day of October, 1998, by Springhurst Gardens, LLC, a Kentucky Limited Liability Company, 1802 Waterfront Tower, 325 West Main Street, Louisville, Kentucky 40202, hereafter referred to as "Developer."

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

**NOW, THEREFORE,** Developer hereby declares that all of the property described in this instrument shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants, and conditions shall run with the real property and be binding on all parties having any right, title, or interest in it, their heirs, successors, and assigns, and shall inure to the benefit of each owner.

**ARTICLE I -- PROPERTY SUBJECT TO  
THIS DECLARATION**

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

BEING Lots 1 through 49, inclusive, as shown on the plat of Springhurst Gardens, Tract 17, of record in Plat and Subdivision Book 44, Page 93, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property acquired by Springhurst Gardens, LLC, by Special Warranty Deed dated May 12, 1998, of record in Deed Book 7038, Page 0902, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

ARTICLE II--USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family. Said single-family dwellings are designed for the occupancy of one family (including a domestic servant living on the premises), not to exceed two stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes" and shall not be permitted on any lot within Springhurst Gardens, LLC, Tract 17, Village of Springhurst Gardens, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules, or regulations, any uses which constitute or relate to (a) boarding houses, (b) lodging houses, (c) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirmed, (i) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system and/or persons engaged in the care, custody, nurturance, or supervision of such persons, (j) any Exceptional Residential Use (as presently defined in Article 2 of the Regulations of the Louisville and Jefferson County Planning Commission), and (k) any "group home" or other similar use as determined by Developer and/or the Board.

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

Section 3. Use of Other Structures and Vehicles.

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

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

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No

trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile, truck, minitruck, van, recreation vehicle, etc., shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

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

Section 4. Animals. No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, bred, or maintained for any commercial breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet or shall be restrained by a leash.

Section 5. Clothes Lines; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Yard Ornaments.

(a) No outside clothes lines shall be erected or place on any lot.

(b) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by Developer or by any person or association to whom it may assign the right. Fence material to be of wood, masonry, brick, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved. Privacy screens for patios shall not be considered fences as defined in this paragraph; however, no patio privacy screen shall be placed or erected on any lot unless its design and placement are approved in writing by Developer or by any person or association to whom it may assign the right.

(c) No tennis court shall be erected or placed on any lot.

(d) No inground or aboveground swimming pools shall be erected or placed on any lot unless approved in writing by Developer or by any person or association to whom it may assign the right.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless (i) the Lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters [small digital satellite dishes of 18 inches or less shall probably satisfy this subsection (i)]; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain or by fences or other structures; and (iii) its design and placement are approved by the Developer or by any person or association to whom it may assign the right, all as provided under ARTICLE III. By granting permission to a Lot owner to erect receivers or transmitters, the Developer

shall not be deemed to have waived this restriction as it may apply to other lots in Springhurst.

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

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

(h) No ornamental yard objects, statuary, or sculpture, etc., shall be placed on any lot unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right, all as provided under ARTICLE III.

(i) Developer reserves the right to place a fence on the perimeter of the subdivision or to replace existing fences in the future. Fences placed will be the responsibility of the Homeowners Association for maintenance and repairs.

(j) No drapes, blinds, or window treatment of any kind shall be placed on or at any window unless such drapes, blinds, or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

Section 6. Business: Home Occupations. No trade or business of any kind (including but not limited to the practice of medicine, dentistry, chiropractic, chiropody, osteopathy and other like endeavors) shall be conducted on any lot other than personal and private business which does not increase traffic to the property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 7. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign by the builder and one sign by the real estate agent or Lot Owner advertising the sale or rent thereof, which shall not be greater in area than nine square feet each; provided however, the Developer shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot numbers, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 8. Drainage: Erosion: Sediment Control.

(a) Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. No storm water drains, roof downspouts, or ground water shall be introduced into the sanitary sewage system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(b) It shall be the further responsibility of each Lot Owner to prevent mud, dirt, silt, gravel, or other debris from washing, draining, or being otherwise deposited upon any street in Springhurst Gardens. This requirement is in keeping with the Federal Clean Water Act which has been adopted by the Commonwealth of Kentucky.

(c) Developer shall provide each Lot Owner a detailed drainage plan for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his Lot shall comply with the drainage plan. If drainage is blocked or altered, the Lot Owner shall correct the problem at his expense or Developer, or its individual or association assignee, may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem.

Section 9. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No trash or garbage or other waste shall be kept except in sanitary containers. If trash is placed on the Lot, the Owner must remove it within thirty (30) days. The sanitary disposal company responsible for the collection of trash and garbage for Springhurst Gardens shall be selected by the Developer and no other company shall be used without the express written approval of Developer or any person or association to whom it may assign the right.

Section 10. Underground Utility Service.

(a) Each Lot Owner's electric, gas, cable television, and telephone utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric's (hereinafter "LG&E"), Intermedia Cable (hereinafter "Intermedia"), and South Central Bell Telephone Company's (hereinafter "SC Bell") respective points of delivery to the customer's building. Title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the Lot Owner upon whose lot the service line is located.

Appropriate easements as shall be acceptable to the Developer are hereby dedicated and reserved to LG&E, Intermedia, and SC Bell together with the right of ingress and egress over abutting lots or properties to install, operate, and maintain electric, gas, cable television, and telephone service lines from each lot to LG&E's, Intermedia's, and SC Bell's respective termination points. Electric, gas, cable television, and telephone service lines, as installed, shall determine the exact location of said easements.

The electric, gas, cable television, and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or Lot Owner without the express written consent of LG&E, Intermedia, and SC Bell.

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

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

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

(c) The electric, gas, cable television, and telephone easements dedicated and reserved in this Section 10 and those as shown on a plat for Springhurst Gardens, Tract 17, Village of Springhurst Gardens, shall include easements for the installation, operation, and maintenance of cable television service to the lots, common areas, clubhouse and recreational facilities, including the underground installation and service of coaxial cables, cable drop wires, converters, home terminal units, and other necessary or appropriate equipment, as well as easements for the installation, operation, and maintenance of future communications, telecommunications, and energy transmission mediums.

#### Section 11. Duty to Maintain Lot.

(a) From and after the date of purchase of a Lot until construction of a single-family residence is begun, Developer shall have the exclusive right to perform all maintenance on the Lot, including but not limited to mowing. Each Owner shall be assessed an annual fee payable in January at the rate of \$10.00 per month for the first year following the date the Lot Owner acquires title to a Lot; thereafter, Developer may assess the Lot Owner at an amount Developer determines necessary to maintain the Lot.

(b) From and after the date construction of a single-family residence on a Lot is begun, it shall be the duty of each Lot Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer, or its individual or association assignee, may take such action as it deems appropriate, including maintenance and repair, in order to make the Lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer, or its

individual or association assignee, shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any then existing first mortgage thereon.

12. Obligation to Construct or Reconvey. Within twenty-four (24) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single-family dwelling approved according to ARTICLE III hereof upon each Lot conveyed, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the Deed of said Lot or Lots hereunder, in which event the Lot Owners shall immediately reconvey and deliver possession of said Lot or Lots to Developer by Deed of Special Warranty. The obligations, duties, and requirements of this Section 14 shall run to and benefit the Developer only, may be waived or extended by Developer, and shall not pass to or extend to the Homeowners Association.

### **ARTICLE III--ARCHITECTURAL CONTROL**

#### **Section 1. Approval of Construction and Landscape Plans.**

(a) No structure may be erected, placed or altered on any Lot until the construction plans and building specifications and plan showing (i) the location of improvements on the Lot; (ii) views of the house (front, rear, and side elevations); (iii) the relationship of the finished grade of the front or side yard to the top of the curb; (iv) the type of exterior material (including delivery to Developer of a sample thereof, if requested); (v) the color of paint or stain to be applied to any exterior surfaces (including delivery to Developer of a sample thereof, if requested); and (vi) the location and size of the driveway (which shall be exposed aggregate concrete or other material approved by Developer and not asphalt), shall have been approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs, and other plantings. Upon final completion of construction of a residence, the Lot Owner shall cause to be planted one (1) Summitt Ash tree [at least two-to- two and one-half (2 to 2 ½) inches caliper] in the front yard of the Lot; and where the Lot is a corner Lot, two (2) of such trees [at least two-to- two and one-half (2 to 2 ½) inches caliper] in the street side yard. No tree shall be removed from any Lot without the prior written approval of Developer or by any person or association to whom it may assign the right.

(c) References to "Developer" shall include any entity, person, or association to whom the Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall,



privacy screen, antennae (except for standard small television antennae), and microwave and other receivers and transmitters (including those currently called "satellite dishes").

**Section 2. Building Materials: Roof: Builder: Paint Colors: Foundation: Fences.**

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

(b) The roof pitch of any residential structure shall not be less than a plane of eight (8) inches vertical for every plane of twelve (12) inches horizontal.

(c) The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Developer or its successor (including the Homeowners Association, if assignee).

(d) Fence material shall be exclusively wood, masonry, brick, or possibly wrought iron, and landscaped. Only a portion of the rear yard shall be fenced. Chain link fences will not be approved. Privacy screens for patios shall not be considered fences, as defined in this paragraph; however, no patio privacy screen shall be placed or erected on any lot unless its design and placement are approved in writing by the Developer or by any person or association to whom it may assign the right.

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

(a) The ground floor of a one story house shall be a minimum of 1,800 square feet, exclusive of the garage.

(b) The ground floor of a one and one-half story house shall be a minimum of 1,100 square feet with a total minimum area of 2,000 square feet, exclusive of the garage.

(c) The ground floor area of a two-story house shall be a minimum of 1,100 square feet with a total minimum area of 2,200 square feet, exclusive of the garage.

(d) The total floor area of all other types of house designs shall be a minimum of 2,000 square feet, exclusive of the garage.

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

**Section 4. Setbacks.** No structure shall be located on any Lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except steps may project into said areas, and open porches may project into said areas not more than ten (10) feet. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

**Section 5. Garages: Carports.** All Lots shall have at least a two car attached garage. Front or front side entries to garages shall be permitted. No detached garages or carports are allowed. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

**Section 6. Landscaping: Sidewalks: Driveways: Trees.**

(a) Within sixty days of the final completion of construction of a residence, the Lot Owner shall grade, sod, and landscape that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting streets. Developer in its sole discretion may extend or postpone this sixty-day period to allow for weather conditions.

(b) Each Lot Owner shall provide an exposed aggregate concrete, or other material approved by Developer, driveway within three (3) months after completion of a single-family dwelling. No asphalt driveway will be permitted on any Lot.

(c) Upon final completion of construction of a residence, the Lot Owner shall cause to be planted one (1) Summitt Ash tree [at least two-to- two and one-half (2 to 2 ½) inches caliper] in the front yard of the Lot; and, where the Lot is a corner Lot, two (2) of such trees [at least two-to- two and one-half (2 to 2 ½) inches caliper] in the street side yard. These trees shall be in addition to any trees planted in the right-of-way by Developer or other performing party. No tree shall be removed from any Lot without the prior written approval of Developer.

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

**Section 7. Mail and Paper Boxes.** A mailbox and paper holder selected and approved by the Developer will be placed by and at the Lot Owner's expense.

## ARTICLE IV--COMMUNITY ASSOCIATION

Section 1. Membership in Community Association. Springhurst Community Association, Inc. ("Community Association"), has been created to maintain "Common Property" as defined in the Declaration of Covenants, Conditions and Restrictions dated September 17, 1996, of record in Deed Book 6789, Page 353, in the Office of the Clerk of Jefferson County, Kentucky ("Master Declaration"). Pursuant to the Master Declaration, every owner of a lot in this Springhurst Subdivision shall be automatically a Class A member of the Community Association and shall be required to pay to the Community Association on an annual basis the "Maintenance Assessment" as defined therein. By acceptance of a deed, each owner of a lot in the Village of Springhurst Gardens shall comply with the provisions of the Master Declaration as well as the Articles of Incorporation, Bylaws, Rules and Regulations of the Community Association. No owner of any lot in the Village of Springhurst Gardens shall be entitled to have Clubhouse membership privileges unless Zaring Homes Kentucky, LLC ("Zaring") or the Community Association determines to make such memberships available and then only on such terms and conditions as Zaring (or the Community Association) may require.

Section 2. Maintenance Assessment. The "Maintenance Assessment" means the annual assessment levied from time to time by the Community Association for the maintenance of the Common Property but which does not include any obligations or expenses with respect to the Clubhouse. Currently the Maintenance Assessment is \$216 per lot per year. In addition, a non-refundable initial assessment in the amount of \$300 shall be paid to the Community Association upon the conveyance of each lot in the Village of Springhurst Gardens to a purchaser who is purchasing the lot to occupy a structure constructed thereon.

Section 3. Master Declaration. The terms and provisions of the Master Declaration are incorporated herein by reference and made a part hereof.

Section 4. Rights, Duties & Obligations. Except as set forth above, every lot owner in the Village of Springhurst Gardens shall have the same rights, duties and obligations with respect to the Community Association (and the Community Association shall have the same rights, duties and obligations with respect to each such lot owner) as are found in the Master Declaration and the previously recorded Declarations of Covenants, Conditions and Restrictions for other sections of the Springhurst Subdivision. The Community Association shall be permitted to maintain the landscape easements along Springhurst Boulevard shown on the plat of "The Village of Springhurst Gardens" of record in Plat and Subdivision Book \_\_\_\_\_, Pages \_\_\_\_\_ in the Office of the Clerk of Jefferson County, Kentucky. The landscaping shall include shrubs, trees, flowers and ground cover which shall be regularly maintained by the cutting of grass, trimming and where necessary replacement of shrubs and trees. The Kentucky Department of Highways and the Jefferson County Public Works and Transportation Department shall have the right to make changes in the maintenance or in the embankment and slopes where necessary to maintain the integrity of the Springhurst Boulevard right-of-way.

**ARTICLE V--HOMEOWNERS ASSOCIATION**

**Section 1. Association Membership.** Developer has incorporated the Village of Springhurst Gardens Homeowners Association, Inc., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and Bylaws which establish a Board of Directors and officers therefor and the duties for which they are responsible. Upon the first conveyance of each Lot in Tract 17 to an Owner purchasing such Lot for the purpose of occupying a structure constructed on such Lot, such Resident Owner of a lot in the Village of Springhurst Gardens shall be a Class A member of the Village of Springhurst Gardens Homeowners Association, Inc., and by acceptance of a Deed for any lot agrees to accept membership in and does hereby become a Class A member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association's Bylaws, rules, and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Homeowners Association's Board of Directors.

**Section 2. Association Purposes: Common Area Property.** The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance and repair of all "common area property" including streets, green space, and walkways of the property. "Common area property" means all real and personal property owned by, leased to or under the control of the Homeowners Association and landscaping, irrigation systems, berm mounds, garden walls, perimeter fences or trees or any monument located within any easement area or dedicated right-of-way which the Homeowners Association is obligated or deems necessary to maintain for the common use of its members. It shall be the responsibility and right of the Homeowners Association to maintain the private streets, walkways, and lawns of the common area property located in the Village of Springhurst Gardens, and no Lot Owner shall repair or replace any of the common area property for which the Homeowners Association is responsible nor shall any Lot Owner mow or cut any grass on the common area property at any time, this being the function of the Homeowners Association. The Homeowners Association may offer lawn mowing services for residents' private lawns at rates set by the Association. The use of such services to be at the resident's election. Every Lot Owner, by acceptance of a Deed for any lot acknowledges the need and purpose for the common area maintenance of the Village of Springhurst Gardens, grants the Homeowners Association an easement for ingress, egress, and access for the purposes set out herein, in the Articles of Incorporation, and in the Bylaws of the Homeowners Association, and covenants and agrees to abide by the terms, conditions, and provisions of this paragraph.

**Section 3. Monthly Maintenance Assessments.** Each Owner of a building site shall pay to the Homeowners Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as provided herein and in the Association's Bylaws. The monthly and special assessments, together with such interest thereon as provided, shall

be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

Section 4. Use of Assessments. The assessments levied by the Association shall be made and used for the purpose of promoting the health, safety, and welfare of the residents of the Village of Springhurst Gardens and in particular for all maintenance of the common area property, including but not limited to fertilization, weed treatment, plant spraying, mowing, etc.; for the maintenance of private streets and any utility services; and for the cost of labor, equipment, materials, management, and supervision relating to maintenance and repair of common area property, including the insurance of the common area property and Homeowners Association's insurance for Officers and Directors.

Section 5. Initial Assessment. Every Lot Owner, except Developer, shall pay a monthly maintenance fee, collected as provided in the By-laws, which monthly fee shall be \$ 35.00 per Lot for 1999. This same amount shall be automatically charged monthly until the Homeowners Association gives notice of an increase or decrease. This fee is separate and in addition to fees charged by the Community Association.

Section 6. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Homeowners Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall set forth the purpose of the meeting.

Section 7. Assessment Payment. The Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least thirty (30) days in advance of such due date. At that time, the Board of Directors shall prepare a roster of the Lot Owners and assessments applicable thereto and which it, upon demand, shall furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The roster of Lot Owners shall also be furnished to the Community Association.

Section 8. Lien for Unpaid Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. An officer of the Homeowners Association shall have the power to file or record a notice of lien, or lis pendens, in the Office of the Clerk of the County Court of Jefferson County,

Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

Section 9. Collection; Litigation; Foreclosure. If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property in the manner provided by law; and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court together with the cost of the action.

Section 10. Lien Subordinate to Prior Mortgage; Subsequent Purchasers. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a judicial enforcement of the mortgage or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter; and provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided hereinabove.

#### **ARTICLE VI—OPEN SPACE AND SIGNATURE WALLS; QUITCLAIM TO HOMEOWNERS ASSOCIATION**

Developer hereby quitclaims the open space and all related improvements, landscaping, etc., to the Homeowners Association. The Homeowners Association will maintain the open space, all related improvements, and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause, or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified, or canceled, then in such event the Lot Owners shall continue to be obligated to maintain the common areas and signature walls of the Village of Springhurst Gardens, unless and until the said common areas and signature walls shall have been transferred to and accepted by a governmental agency for upkeep and maintenance. No common areas including medians in the right-of-way, open space, or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this ARTICLE VI shall not be amended by the Homeowners Association.

## ARTICLE VII—GENERAL PROVISIONS

**Section 1. Enforcement.** Enforcement of these restrictions shall be by proceedings at law or in equity, brought by any Lot Owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. If any Lot Owner, Homeowners Association, or Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including Court costs and attorney fees incurred by the party enforcing these restrictions. The party enforcing these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided or referenced in ARTICLES II, III, and V of this Declaration. Failure of any Lot Owner or Developer to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law or in equity, shall not preclude the exercise of any other remedy available at law or in equity.

**Section 2. Severability.** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 3. Restrictions Run with Land.** Unless canceled, altered, or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot, and all parties claiming under them for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five (75) percent of the Lot Owners of the lots subject to this Declaration has been recorded in the aforesaid Clerk's Office agreeing to change this Declaration in whole or in part and term hereof; provided, however, that if Developer, its designated successors or assigns, as applicable, then owns any lot, this Declaration may not be so changed in whole or in part without the prior written consent of Developer in its sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot (i) this Declaration may hereafter be unilaterally amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment, or ordinance, and (ii) Developer may otherwise unilaterally amend this Declaration as Developer may elect in its sole discretion provided that any such amendment under this subpart (ii) shall not materially adversely affect the then existing private single-family residential nature of the developed residential phases of Springhurst. At such time as neither Developer, its designated successors or assigns, as applicable, owns any Lot at Tract 17, Village of Springhurst Gardens, or upon such earlier date as Developer may elect in its sole discretion by written notice given to the Board of Directors of the Homeowners Association, this Declaration may thereafter be canceled, altered, or amended by the recordation of a

document in the aforesaid Clerk's Office in which the Board of Directors of the Homeowners Association certifies that such cancellation, alteration, or amendment was executed by the owners of seventy-five (75) percent of the lots subject to this Declaration.

**Section 4. Amendments to Articles and Bylaws.** Nothing in this declaration shall limits the right of the Homeowners Association to amend, from time to time, its Articles of Incorporation and Bylaws.

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

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

**WITNESS** the signature of Developer by its duly authorized officer on this 21<sup>st</sup> day of October, 1998.

**SPRINGHURST GARDENS, LLC**  
A Kentucky Limited Liability Company

BY: William H. Cull

TITLE: Member

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by William H. Cull, of Springhurst Gardens, LLC, a Kentucky Limited Liability Company, on behalf of said Limited Liability Company, on this 21<sup>st</sup> day of October, 1998.

Jeresa S. Stivers

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-31-99

THIS INSTRUMENT PREPARED BY:

William H. Cull  
WILLIAM H. CULL, ATTORNEY AT LAW  
210 WASHINGTON STREET  
FRANKFORT, KENTUCKY 40601  
TELEPHONE: (502) 226-4157

Document No.: DN1998199033  
Lodged By: saback  
Recorded On: 12/11/1998 11:01:50  
Total Fees: 36.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: EVERED

**Recorded In Plat Book**

15 No. 44 Page 93

Notary No. \_\_\_\_\_