

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SOUTHERN FARMS
Jefferson County, Kentucky

This Declaration of Covenants, Conditions and Restrictions for Southern Farms (this "**Declaration**") is made as of July 10, 2002, by THE HOUSING PARTNERSHIP, INC., a Kentucky nonprofit corporation, 333 Guthrie Green, Suite 404, Louisville, Kentucky 40202 ("**Developer**")

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

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument 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

Section 1.1 **Existing Property** The real property which is subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

BEING Lots 1 through 63 inclusive and Open Space Lot 129, as shown on the plat of Southern Farms, of record in Plat and Subdivision Book 48, Pages 25 and 26, in the Office of the Clerk of Jefferson County, Kentucky.

BEING part of the property acquired The Housing Partnership Inc., by deed dated August 2, 2001, or record in Deed Book 7698, Page 661, in the office of the Clerk of Jefferson County, Kentucky.

Section 1.2 **Additions** Additional real property may become subject to this Declaration. To the extent Developer does develop other property as part of Southern Farms, it may contain certain common areas benefiting this section of Southern Farms, and this section of Southern Farms may contain common areas for the benefit of future sections. Developer reserves the right to create cross easements, restrictions, covenants and conditions on any such common areas. Any common areas initially covered by this Declaration shall inure to the benefit of the owners of any new Lots in future phases and the common areas in any future phase shall inure to the benefit of the owners of Lots in this Phase, to the extent set forth in this or subsequent declarations, each to enjoy the common areas of the others and to have and to hold such common areas as if each lot had been developed and subjected to this Declaration simultaneously. All

additions shall be made by filing in the office of the Clerk of Jefferson County, Kentucky, a supplementary, separate, or amended Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the general scheme of the covenants, conditions restrictions and covenants of this Declarations to such property The supplementary, separate or amended Declaration may contain additions to, modifications of and differences from the covenants, conditions, restrictions and covenants contained in this Declaration as may be appropriate to reflect the different character, if any, of the added properties

ARTICLE II USE RESTRICTIONS

Section 2 1 Primary Use Restrictions No Lot shall be used except for private single-family residential purposes No structure shall be erected, placed, altered or permitted to remain on any Lot except single family dwellings designed for the occupancy of one family

Section 2 2 Clothes Lines; Fences and Walls; Antennae and Receivers/Transmitters; Firewood; Mailboxes

(a) No outside clotheslines shall be erected or placed on any Lot

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or sidewall of the residences, all fences shall be constructed of wood or vinyl and shall not exceed six (6) feet in height All fences, as structures, are subject to prior written plan approval by Developer under Section 3 5 of this Declaration The owner of any Lot on which any fence is constructed, whether the owner or Developer constructed the fence, shall be obligated to maintain such fence and keep such fence in a neat appearance

(c) No exterior antenna (except for a standard small television antennae not to exceed five (5) feet in height) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless the site design, screening and placement are approved in writing by Developer

(d) No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored

(e) All mailboxes and paper boxes shall be of a uniform style provided by Developer (at the cost of a Lot owner)

Section 2 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 or sales offices used by a builder with the written approval of Developer or sales or field offices used by Developer which shall be removed when construction or development is completed

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

(c) No trailer, boat, truck, recreational vehicle or other vehicle, except an automobile, shall be parked on any street in Southern Farms, for a period in excess of an aggregate of 24 hours in any calendar year

(d) No automobile shall be habitually or continuously parked on any street or right-of-way in Southern Farms

Section 2 4 **Nuisances** No noxious or offensive 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 2 5 **Animals** No animals, including reptiles, livestock or poultry of any kind, shall be raised bred or kept on any Lot for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept providing they are not kept, bred or maintained for any commercial purposes All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet, provided, however, that household pets may be walked within Southern Farms, so long as such animals are at all times under the control of a resident

Section 2 6 **Disposal of Trash** No Lot shall be used or maintained as a dumping ground of rubbish, trash or garbage Trash, garbage or other waste shall not be kept except in sanitary containers No trash, garbage or other waste in sanitary containers shall be kept or allowed to remain outside, except same may be placed outside after 5 00 p m of the evening before any regular trash or garbage collection day, and until same is collected on said day

Section 2 7 **Drainage** Drainage of each Lot shall conform to the general drainage plans of Developer for Southern Farms No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system Plumbing connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements

Section 2 8 **Business; Home Occupations** No trade or business of any kind (including any practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any Lot Notwithstanding the provisions hereof or of section 2 1 of this Declaration, a new house may be used by a builder thereof as a model home for display or for the builder's own office Also, until such time as Developer has sold all of its Lots in Southern Farms, Developer may maintain a sales office within Southern Farms

Section 2 9 **Signs** No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale thereof, which sign shall not be greater in area than nine (9) square feet, provided, however, Developer shall have the right to (i) erect larger signs when advertising Southern Farms, (ii) place signs on Lots designating the lot number of any Lot, and (iii) following the sale of a Lot, place signs on such Lot

indicating it has been sold and the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 2 10. Duty to Repair and Build Each Lot owner shall, at the owner's sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to the condition which existed immediately prior to the casualty.

Section 2 11. Duty to Maintain Lot After the date of purchase, it shall be the duty of each 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. This requirement includes, without limitation, performing such duties in all areas of the Lot subject to easements and all landscape buffer areas. Should any owner fail to do so, then Developer may take such action as it deems appropriate including mowing, in order to make such 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 shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon. The owner shall and does hereby indemnify and hold harmless Developer for any liability, loss or damage as a result of the entry by Developer onto the owner's Lot in accordance with this Section 2 11.

Section 2 12. Underground Utility Service

(a) Each property owner's electric utility service lines shall be underground at locations designated by Louisville Gas & Electric (LG&E) throughout the length of service from LG&E's point of delivery to customer's building, and title to the service lines shall remain in and the cost of installation or maintenance thereof shall be borne individually by the respective owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the rights of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

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

(b) Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all

spaces (including park, open and drainage space area) outlined by appropriate lines on the plat and designated for underground and overhead facilities

Above ground electric transformers and pedestals may be installed at appropriate locations in electric easements where described and directed by Developer

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

(c) The electric and telephone easements hereby dedicated and reserved to LG&E and South Central Bell Telephone Company, as shown on the recorded plat of Southern Farms, shall include easements for the installation, operation and maintenance of cable television service to the owners including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums, including but not limited to internet lines

Section 2 13 No Mow Zone With respect to Lots 1 through 24 inclusive, the rear of each such Lot backs up to a ditch that is subject to the sewer and drainage easements shown on the plat referenced in section 1 1 of this Declaration Pursuant to an agreement with Louisville and Jefferson County Metropolitan Sewer District, there is hereby established on those 1 through 24 inclusive a "no mow zone" No person or entity may mow the grass or otherwise disturb any vegetation in that "no mow zone" Signs indicating the physical boundary of the "no mow zone" may be placed from time to time on those Lots, and no person shall remove or otherwise disturb those signs Failure of any sign to be in place, however, is not a justification for any person not to comply with the provisions of this section 2 13 The "no mow zone" extends from a line that is parallel to and five (5) feet eastwardly from the top of the bank of the ditch referred to in this section 2 13 through and including the ditch This section 2 13 may not be amended without the consent of Louisville and Jefferson County Metropolitan Sewer District, or its successor or assigns

ARTICLE III ARCHITECTURAL CONTROL

Section 3 1 **Building Materials; Builder**

(a) Except as provided in this Section 3 1(a), the exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer, siding, or a combination of same Developer recognizes that the appearance of other exterior building materials (such as stucco or stucco like materials) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials

(b) Developer reserves the right of prior approval of each general contractor, contractor, or builder which proposes, or is contracted with, hired or otherwise retained by any owner, to build a residential structure on any Lot, which approval must be obtained prior to the

commencement of any such construction in Southern Farms Developer reserves the right of prior approval in order to ensure (i) the maintenance of a quality construction within Southern Farms, (ii) that the economic value of other Lots and structures within Southern Farms, will not be impaired by the construction of residential structures not of the comparable quality, and (iii) the maintenance of the aesthetic quality of Southern Farms Developer's approval of any general contractor or builder for any particular Lot shall not be considered approval to build on any subsequent Lot, nor does the Developer waive any right to disapprove any general contractor or builder on any subsequent Lot because of approval on a previous lot

(c) Any approval by Developer of any general contractor, contractor or builder shall in no manner whatsoever serve as a guarantee, warranty or representation of the quality of workmanship by said general contractor, contractor or builder, or of the ability of said general contractor or builder to fully perform the work for which the owner contracted, nor the owner's satisfaction therewith

Section 3 2 Setbacks No structure shall be located on any Lot nearer to the front Lot line or the street side Lot line than the minimum building setback lines shown on the recorded plat of Southern Farms, except steps may project into said areas, and open porches may project into said areas not more than six (6) feet Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations

Section 3 3 Minimum Floor Areas Developer has currently approved four house styles for Southern Farms, a "1" style, a "2" style, a "3" style, and a "4" style, as on file with Developer The minimum square footage of a "1" style house is 1,100 square feet, the minimum square footage of a "2" style house is 1,200 square feet, the minimum square footage of a "3" style house is 1,250 square feet and the minimum square footage of a "4" style house is 1,300 square feet References to these styles and minimum square footages in no way limits Developer from approving different style houses or minimum square footages under section 3 5 of this Declaration Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas

Section 3 4 Garages; Carports

(a) Lots may have an attached or detached garage, but are not required to Garages, as structures, are subject to prior plan approval under Section 3 5 of this Declaration No carport shall be constructed on any Lot in Southern Farms

Section 3 5 Approval of Construction, Fencing and Landscaping Plans

(a) No structure may be erected, placed or altered on any Lot (except by Developer) until the construction plans and building specifications and a plan consisting of (i) a survey of the Lot prepared by a land surveyor, licensed in the Commonwealth of Kentucky, (ii) the location and specifications of all improvements including any building, fence, wall or other structure on the Lot, (iii) the grade elevation (including rear, front and side elevations), (iv) the type of exterior materials (including delivery of a sample thereof), (v) the location and size of the

driveway, which shall be concrete, and (vi) such other data as the Developer may request shall have been approved by Developer in its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any Lot until a plot plan depicting the location of all improvements, setbacks and easements has been approved by Developer in its sole discretion. In reviewing any proposed structure, Developer shall have the right to take into consideration the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view from adjacent or neighboring Lots. Developer, in its sole discretion, shall have the right to accept or reject construction plans and building specifications solely on the basis of aesthetics.

(b) References to "Developer" in this Declaration shall include any entity, person or association to whom Developer may assign its rights and responsibilities, including these rights of approval. References to "structure" in this Section 3.5 shall include, but not be limited to, any building (including a garage), fence, sheds, walls, antennae (except for standard small television antennae not exceeding five (5) feet in height), microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pool(s), tennis court(s) and mail and paper boxes.

Section 3.6 Landscaping; Driveways; Trees; Sidewalks

(a) After the construction of a residence, the owner shall promptly grade and sod the front yard and street side yard of the Lot and shall either grade and sod or grade, seed and straw the rear and side yards.

(b) Each owner shall concrete the driveway and the driveway apron up to the edge of the sidewalk prior to occupancy of a single-family dwelling. Any driveway which in Developer's determination restricts drainage by, over or into a roadway shall be removed and replaced by owner within twenty (20) days of demand for such removal and replacement by Developer at the sole cost and expense of owner.

(c) Prior to occupancy of any residence and unless otherwise permitted by the express written approval of Developer, the owner shall cause to be planted six shrubs or bushes and at least one tree (at least two and one-half inches in caliper) in the front yard of the Lot. Developer retains the right, in its sole discretion, to determine the location of any and all trees on the Lot. No tree shall be removed from any Lot without the prior written approval of Developer.

(d) Upon an owner's failure to comply with the provisions of this Section 3.6, Developer may take such action as necessary to cause the owner to comply therewith or take such other actions as Developer shall deem appropriate, 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 shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(e) Each owner shall construct on that owner's Lot a four (4) foot wide concrete sidewalk along the full length of the front Lot line, and where such Lot is a corner Lot, the sidewalk shall be constructed along the full length of each Lot line adjacent to a right-of-way, all in accordance with applicable laws and regulations. Also, each owner shall construct a concrete sidewalk (with Developer having the right to approve other materials) (i) from the front door of the residential house constructed on a Lot to either the driveway or the front sidewalk, and (ii) from the rear door to the storage shed. Developer may waive the requirement set forth in the preceding sentence. Such sidewalks shall be concrete and of broom finish.

Section 3.7 Subdividing Lots No owner of a Lot shall subdivide any Lot in Southern Farms, without the prior written consent of the Developer.

ARTICLE IV ASSOCIATION AND COMMON AREAS

Section 4.1 Common Area Every Lot owner in Southern Farms shall have a right and easement of enjoyment in and to any "Common Area", which right and easement shall be appurtenant to and shall pass with the title to every Lot. The term "Common Area" means and refers to all non-residential Lots and areas designated as "common area" or "open space" or "non-buildable" on any plat of Southern Farms, including without limitation Lot 129 as shown on the plat of this Section of Southern Farms, the Woodland Protection Area referenced in section 4.14 below, and shall also mean any area intended and designated by Developer for the common use and enjoyment of Lot owners in Southern Farms, whether or not so designated on a plat. Such Common Area may also mean and include, to the extent necessary and appropriate for the enjoyment of or maintenance by the Homeowners Association, certain areas dedicated to public use, and certain easement areas on a Lot or Lots in Southern Farms, including without limitation areas where signature walls or entry features may be located (currently designated '25' landscape and fence line on Lots 1 and 63 in Southern Farms), and including islands located in rights-of-way.

The right of enjoyment is subject to the following provisions:

(a) The right of the Homeowners Association to permit or regulate the use of any facilities situated within Common Area.

(b) The right of the Homeowners Association to borrow money for the purpose of improving the Common Area or for constructing, repairing or improving any facilities located or to be located thereon, and to give a security for the payment of any such loan a mortgage on all or part of the Common Area.

(c) The right of the Homeowners Association to suspend the voting rights and the right to use and enjoy the Common Area, by any Lot owner for any period during which an assessment against the owner's Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

(d) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners Association. Developer may dedicate utility or service easements at its sole discretion so long as Developer owns any Lots in Southern Farms.

(e) The right of the Homeowners Association to make rules and regulations governing the use of the Common Area.

(f) Common Area, including open space, private roads, islands in dedicated rights-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission, or its successors or assigns. The Homeowners Association may not amend this restriction without approval from the Louisville and Jefferson County Planning Commission, or its successors or assigns.

(g) Anything to the contrary herein notwithstanding, the Homeowners Association and the Lot owners shall be responsible for the maintenance of all Common Area and common open space, private roads, islands in the right-of-way, an signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

Section 4.2 Delegation of Use Any Lot owner may delegate, in accordance with the Homeowners Association's bylaws or rules and regulations, his or her right of enjoyment to the Common Area and facilities to the members of his or her family or to tenants or contract purchasers who reside on that owner's Lot. Membership in the Homeowners Association may not be conveyed separately from ownership of the Lot.

Section 4.3 Homeowners Association's Right of Entry The authorized representative(s) of the Homeowners Association or its Board of Directors shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of property on an individual Lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Areas or to make any alteration required by any governmental authority.

Section 4.4 Assessments; Creation of Lien and Personal Obligation Each Lot owner, except Developer and except builders who are owning a Lot only for the purpose of constructing a home thereon for resale, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Homeowners Association incurred over and above assessed amounts payable to the Homeowners Association by Lot owners, until Developer transfers control of the Homeowners Association to the Lot owners. The annual and special assessments, together with

interest, cost and reasonable attorney fees, shall be a charge on each owner's Lot and improvements thereon and shall be a continuing lien upon such property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to an owner's successors in title unless expressly assumed by the successor, provided, however, the lien shall remain effective against a Lot for delinquent assessments notwithstanding any transfer of the Lot.

The first owner of a Lot, other than Developer or a builder who owns a Lot only for the purpose of constructing a home thereon for resale, shall pay at the time of closing the annual fee for the year of closing (\$50.00 for calendar year 2002) to the Homeowners Association, without proration, which shall be the fee for the remainder of the calendar year in which closing occurs. Failure of the first owner to pay this fee at closing through oversight of the builder, closing attorney or otherwise, shall not relieve the owner from paying that amount as soon as the oversight is discovered.

Section 4.5 Purpose of Assessments The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including without limitation street lights, if any, in the subdivision, and for the use and enjoyment of the Common Area, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws of the Homeowners Association, the employment of attorneys, accountants and other professionals to represent and advise the Homeowners Association, and such other needs as may arise, and for the improvement and maintenance of the Common Area. The Homeowners Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Area. Until Class B membership ceases and is converted to Class A membership pursuant to Section 4.13 of this Article V, Developer or its nominee shall administer the assessments and receipts of the Homeowners Association, which may only be used for the purposes set forth in this Declaration.

Section 4.6 Assessment Amounts The Board of Directors of the Homeowners Association may fix the annual assessment at an amount determined by the Board to be reasonably necessary to meet the budgeted expenses of the Homeowners Association. The Board of Directors shall determine when the assessment shall be due, and whether the assessment shall be paid monthly, quarterly or annually. The Board of Directors may establish from such assessments a reserve account.

Section 4.7 Special Assessments In addition to the annual, regular assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. As determined by the Board of

Directors, any such special assessment may be payable in a lump sum or the Board of Directors may allow installment payments, such installment payments to bear interest at a rate set by the Board of Directors

Section 4 8 Uniform Rate of Assessment Both annual and special assessments shall be fixed at a uniform rate for all Lots except those owned by Developer and those not occupied as a residence. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any Lot not occupied as a residence

Section 4 9 Date of Commencement The annual assessments provided for shall begin as to any Lot subject to the assessment at the earlier of (a) the time the Lot is occupied as a residence, or (b) eighteen months after the date on which Developer conveys the Lot to a third party. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the earlier of those events occurs

Section 4 10 Effect of Non-Payment; Remedies. Any assessment not paid by the due date shall bear interest from the due date at a rate of interest established from time to time by the Board of Directors of the Homeowners Association. Until such rate is established the interest rate shall be 10% (unless such rate is usurious under applicable law, in which event the interest rate shall be automatically deemed to be the maximum rate allowed by applicable law). The Homeowners Association may bring an action at law against the owner personally obligated to pay the assessment, and/or the Homeowners Association may foreclose the lien against a nonpaying Lot owner's Lot and improvements thereon, and interest, cost and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of a Lot

Section 4 11 Subordination to Mortgages The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in this Declaration. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien

Section 4 12 Homeowners Association and Membership Developer has incorporated as a not-for-profit corporation under the laws of the Commonwealth of Kentucky "Southern Farms Homeowners Association, Inc.", or a similar name (the "**Homeowners Association**"). Developer and every owner of a Lot that is in Southern Farms shall be a member of the Homeowners Association. Such owner and member shall abide by the Homeowners Association's Articles of Incorporation, Bylaws, rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Homeowners Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment

Section 4 13 Classes of Membership The Homeowners Association shall have two classes of voting membership

(a) Class A Class A members shall be all Lot owners, with the exception of Developer (until conversion of the membership as set forth below), and shall be entitled to one vote for each Lot owned. If more than one person or entity owns a Lot, they shall vote their vote together and, if they cannot agree, no vote shall be cast. That is, no votes may be split.

(b) Class B Class B members shall be Developer. Developer shall be entitled to one vote for each Lot in any Phase of Southern Farms, including Lots sold or conveyed to third parties. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following events: (i) December 31, 2005, (ii) when 100% of all Lots in Southern Farms have been conveyed to third parties, or (iii) when Developer elects to convert Class B membership to Class A membership.

Section 4 14 Protection Areas Each Lot owner in every section of Southern Farms shall have a right and easement of enjoyment in and to the Woodland Protection Area, and shall be bound by the provisions of this Section 4 14. Shown on the plat of this section of Southern Farms is an area designated as "Woodland Protection Area". The Woodland Protection Area shall be preserved in its natural state, and no clearing, grading or other land disturbing activity shall occur in any Woodland Protection Area, except supplemental landscape planting, pruning to improve the general health and safety, and clearing of under story brush to remove a public health or safety threat. If any tree or shrub is removed in violation of this restriction, the person who removed it shall replace it within thirty (30) days. Each improperly removed tree shall be replaced by a tree with a diameter equal to that of the removed tree. Each improperly removed shrub or under story shall be replaced with comparable native species. This restriction may be amended or released only with the prior written, recorded approval of the Louisville and Jefferson County Planning Commission. This restriction may be enforced by owners of lots in Southern Farms, by the Louisville and Jefferson County Planning Commission and by the Homeowners Association. Owners shall also comply with the requirements of the Louisville and Jefferson County Planning Commission with respect to tree preservation areas as set forth in the binding elements in Docket Nos. 9-9-01 and 10-5-01.

ARTICLE V GENERAL PROVISIONS

Section 5 1 Restrictions Run with Land; Amendment Unless canceled, altered or amended under the provisions of this Section 1, these covenants, conditions and restrictions are to run with the land and shall be binding on all parties claiming under them for a period thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of owners prior to the date of extension is placed of record in the Jefferson County Clerk's office canceling such automatic extension. These restrictions may be canceled, altered or amended at any time by the affirmative vote of the owners of seventy-five percent (75%) of the Lots subject to these restrictions. No cancellation of, alteration of or amendment to any covenant, condition or restriction shall take effect until the owners of seventy-five percent (75%) of the Lots subject to

these restrictions file in the Office of the Jefferson County Clerk an Amendment to the Declaration describing such cancellation of alteration to or amendment to such provision herein

Section 5.2 Severability; Modification The provisions of this Declaration are severable. While the covenants, conditions or restrictions set forth above are considered to be reasonable in all circumstances, it is recognized that covenants, conditions or restrictions of this nature may fail for reasons unforeseen, and accordingly it is hereby declared that if any of such covenants, conditions or restrictions shall be adjudged void as going beyond what is reasonable in all circumstances, the said covenant, condition or restriction shall apply with such modifications as may be necessary to make it valid and effective. In the event any provision or portion of this Declaration shall be held or adjudged invalid or unenforceable and incapable of reasonable modification to make it valid and effective in accordance with this Section 2, the remaining provisions or portions of this Declaration shall not be invalidated thereby, but shall remain in full force and effect.

Section 5.3 Non-Liability of the Developer Developer shall not be personally liable to the owners of the Lots for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting within the scope of the rights and duties specified in this Declaration, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Developer and its respective successors and assigns from and against any damage, costs and/or other expenses (including reasonable fees of counsel of the indemnified party's choice) arising out of or in connection with any actions taken in good faith in accordance with this Declaration.

Section 5.4 Enforcement Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions or covenants, or to proceed for restraint of violations, shall not be deemed a waiver of a violation, or the right to seek enforcement of these restrictions.

Section 5.5 Discretion At any time that Developer is granted a right of approval herein, such right of approval shall be exercisable within the sole and absolute discretion of the Developer.

WITNESS the signature of Developer as of the above date, but actually on the date set forth in the notarial certificate below

THE HOUSING PARTNERSHIP, INC

By


Maria Gerwing Hampton, President


Notary Public
Commission expires August 14, 2002


David B Buechler
Salyers & Buechler, P S C
The 1000 Building, Suite 204
6200 Dutchmans Lane
Louisville, Kentucky 40205

No. 48 Page 25+26

Part No. _____

Document No.: DW2002125134
Lodged By: HOUSING PARTNERSHIP
Recorded On: 07/10/2002 12:05:15
Total Fees: 34.00
Transfer Tax: .00
County Clerk: Bobbie Holisclaw-JEFF CO KY
Deputy Clerk: EYEMAY

-14-