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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

**WILLOW SPRINGS SUBDIVISION
Jefferson County, Kentucky**

THIS Declaration of Covenants, Conditions and Restrictions for WILLOW SPRINGS SUBDIVISION (this "Declaration") is made on FEBRUARY 20TH, 2008, by ANDERSON-MONSOUR, INC., a Kentucky corporation, 2351 Nelson Miller Parkway, Suite 12, Louisville, Kentucky 40223 ("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
DEFINITIONS**

Except where terms are expressly defined otherwise herein, the following words, when used in this Declaration, shall have the following meanings:

Section 1. "Developer" shall mean and refer to Anderson-Monsour, Inc., its successors and assigns.

Section 2. "Lot(s)" shall mean and refer to that portion of the real property described in Article II intended for use and occupancy as a residence by a single family and shown on the Plat as Lots 1 through 63 inclusive, all as shown on the plat of Willow Springs.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of Willow Springs, but excluding any party holding the fee simple title merely as a security for the performance of an obligation.

Section 4. "Plat" shall mean and refer to the Plat of Willow Springs, recorded as set forth in Article II of this Declaration.

Section 5. The term "residential property" shall mean and refer to all real property intended by the Developer for use and occupancy as single-family residences as evidenced by Lots shown on the Plat, but excluding Lot 149, which is an open space non-buildable lot.

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Section 6. "Willow Springs" shall mean and refer to the real property described in Article II of this Declaration.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

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 (Non Buildable Lot) 1002, as shown on the plat of Willow Springs, of record in Plat and Subdivision Book 58, Page 90, in the Office of the Clerk of Jefferson County, Kentucky.

BEING part of the property acquired by Anderson – Monsour, Inc., by Deed dated May 17, 2007, of record in Decd Book 9038, Page 531, in the office of the Clerk of Jefferson County, Kentucky.

**ARTICLE III
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, altered or permitted to remain on any Lot except a single family dwelling designed for the occupancy of one family not to exceed two and one-half stories in height and including a garage for the sole use of the owner and occupants of the Lot. "Family," as used in this Section 1, shall include any domestic servants living on the premises.

Section 2. **Clothes Lines; Fences and Walls; Antennae and Receivers/Transmitters; Firewood; Mailboxes; Swimming Pools.**

(a) No outside clothes lines 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 rear wall of the residences. A street corner lot may not have a fence extend past the rear or side wall of house. All fences must be approved by Developer. All fences, as structures, are subject to prior written plan approval by Developer under Section 5 of Article IV of this Declaration. No fence shall exceed 54 inches in height. No chain link fences will be permitted. The Owner of a Lot on which any fence is constructed, whether the fence was constructed by Owner or Developer, shall be obligated to maintain such fence and keep such fence in 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 and

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placement and screening are approved in writing by Developer, which approval shall be within the sole and absolute discretion of Developer. No satellite dish may be placed on the front of a home.

(d) Basketball goals may not be allowed on the front or street side of the home.

(e) No sliding boards, swings, swimming or wading pools or other game or recreational equipment may be placed either permanently or temporarily closer to the front or side street property line than the rear corners of the house.

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

(g) All mailboxes and paper boxes shall be of a uniform style selected by Developer (at the cost of a Lot Owner).

(h) Swimming Pools. Any swimming pools, hot tubs, and spas must be approved in writing by Developer as to size, design, placement and landscaping, which approval shall be within the sole and absolute discretion of Developer.

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 with the written approval of Developer, or sales or field offices used by Developer, which shall be removed when construction or development is completed. Any other type of shed, including those in the rear of the yard of the Lot, must be approved in writing by Developer.

(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, truck, commercial vehicle, camper, trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No vehicle that is inoperable shall be parked on any street in Willow Springs, for a period in excess of an aggregate of 24 hours in any one calendar year.

(d) No vehicle shall be habitually or continuously parked on any street or right-of-way in Willow Springs.

Section 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 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 Willow Springs, so long as such animals are at all times under the control of a resident or tenant.

Section 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 6:00 p.m. of the evening before any regular trash or garbage collection day, and until same is collected on said day.

Section 7. Drainage. Drainage of each Lot shall conform to the general drainage plans of Developer for Willow Springs. 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 8. Business; Home Occupations. No trade or business of any kind (including any practice of medicine, dentistry, chiropraxy, osteopathy and other like endeavors) shall be conducted on any Lot. Notwithstanding the provisions hereof or of Section 1 of Article III, 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 twenty-four (24) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer. Provided, further, that until such time as Developer has sold all of its Lots in all sections of Willow Springs subdivision, it may maintain a sales office within Willow Springs.

Section 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 or rent 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 Willow Springs, (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 10. Duty to Repair and Build.

(a) Each Owner shall, at the Owner's sole cost and expense, repair the Owner's 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.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct said residence in a manner which will substantially restore it to the condition which existed immediately prior to the casualty.

Section 11. Duty to Maintain Lot.

(a) 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. 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.

(b) The Owner shall 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 subparagraph (a) of this Section 11.

Section 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 shown on this Plat, 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 Willow Springs, 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.

**ARTICLE IV
ARCHITECTURAL CONTROL**

Section 1. Building Materials; Roof; Builder.

(a) The exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer, wood, vinyl siding, or a combination of those, as may be approved by Developer pursuant to Section 5 of this Article IV; provided vinyl siding is only permitted on the rear wall of the structures (that is, the front and side walls must be brick, stone, brick veneer, stone veneer) and on the front and side walls in accent areas. Developer recognizes that the appearance of other exterior building materials (such as wood siding and stucco) 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 Willow Springs. Developer reserves the right of prior approval in order to ensure (i) the maintenance of a quality construction within Willow Springs, (ii) that the economic value of other Lots and structures within Willow Springs, will not be impaired by the construction of residential structures not of the same or comparable quality as already exists in Willow Springs, and (iii) the maintenance of the existing aesthetic quality of Willow Springs. 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 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

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of Willow Springs, 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. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this Declaration is recorded:

(a) The total floor area of a one-story residence shall be a minimum of 1,600 square feet.

(b) The total floor area of a one and one-half story residence shall be 1,800 square feet.

(c) The total floor area for a two-story residence shall be a minimum of 2,000 square feet.

(d) Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas.

Section 4. Garages; Carports.

(a) All Lots shall have at least a two-car garage, and the location of each garage must comply with any and all setback requirements set forth in applicable zoning regulations. All garages shall have doors that must be maintained by the Owner in usable condition. Garages, as structures, are subject to prior plan approval under Section 5 of this Article IV.

(b) No carport shall be constructed on any Lot in Willow Springs.

(c) No detached garages are allowed on any Lot in Willow Springs.

(d) No garage doors shall remain open during daylight hours except when in use or being repaired. Each garage door shall have an automatic door operator.

Section 5. Approval of Construction, Fencing and Landscaping Plans.

(a) Except as provided in this subparagraph (a) of Section 5, no structure may be erected, placed or altered on any Lot 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) To maintain the aesthetic quality of Willow Springs, Lot Owners shall not interfere with the natural growth of any and all trees planted by Developer.

(c) References to "Developer" in this Article IV shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this Section 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 6. Landscaping; Driveways; Trees; Sidewalks.

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

(b) Each Owner shall concrete the driveway and concrete the driveway apron up to the edge of the sidewalk prior to occupancy of a single family dwelling; provided, however, that the concrete driveway apron shall extend to and meet with the edge of the driveway where no sidewalk has been constructed and Developer shall determine in its sole discretion the point at which the apron and the driveway shall meet. Any driveway which in Developer's determination restricts drainage by, over or into a roadway or sidewalk 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. All Lots shall have a driveway sufficiently wide to park two cars in the driveway, unless otherwise approved in writing by Developer.

(c) Upon an Owner's failure to comply with the provisions of this Section 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.

(d) Each Owner shall construct on that Owner's Lot a four 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. Such sidewalk

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shall be concrete and of broom finish specification, and the elevation of such sidewalk shall be specified by Developer in its sole discretion.

Section 7. **Subdividing Lots.** No Owner of a Lot shall subdivide any Lot in Willow Springs, without the prior written consent of the Developer.

**ARTICLE V
COMMON AREAS AND HOMEOWNERS ASSOCIATION**

Section 1. **Common Area.** Every Lot owner in Willow Springs 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" or "detention" on the Plat of Willow Springs subdivision and shall also mean any area intended and designated by Developer for the common use and enjoyment of Lot owners in Willow Springs subdivision, 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 the landscape/entrance feature easement on Lot 63, designated "30' SIGNATURE ENTRANCE & LANDSCAPE ESM'T." on the Plat of Willow Springs, including without limitation access to signature walls or entrances located on that Lot, as designated on the plat of Willow Springs subdivision.

The right of enjoyment is subject to the following provisions:

- (a) The right of the Homeowners Association to permit the use of any recreational 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 there is in existence the Class B membership in accordance with Section 13 of this Article V.
- (e) The right of the Homeowners Association to make rules and regulations governing the use of the Common Area.

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(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 Metro 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.

(h) Certain portions of Lots and other areas within Willow Springs have been designated Tree Canopy Protection Areas as shown either on the Plat or on the preliminary subdivision plan for Willow Springs on file with the Louisville Metro Planning Commission. All such Tree Canopy Protection Areas shall be permanently preserved in a natural state, and no clearing, grading or other land disturbing activity shall occur in any Tree Canopy Protection Areas, except (a) there may occur 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, and (b) there may occur clearing and grading for any public utilities. 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 Metro Planning Commission. This restriction may be enforced by owners of Lots in Willow Springs and by the Louisville Metro Planning Commission.

(i) Anything to the contrary herein notwithstanding, the Homeowners Association shall be responsible for mosquito abatement on Open Space (Non Buildable Lot) 1002, including treating accumulations of water in which mosquito larvae breed or have the potential to breed shall be treated by the Homeowners Association with a mosquito larvacide approved by the Louisville Metro Health Department. Larvacides shall be administered in accordance with the product's labeling. This requirement may be amended or released only with the prior written, recorded approval of the Louisville Metro Planning Commission. This requirement may be enforced by owners of Lots in Willow Springs and by the Louisville Metro Planning Commission

Section 2. Delegation of Use. Any Lot owner may delegate, in accordance with the Homeowners Associations' 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.

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Section 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. Assessments; Creation of Lien and Personal Obligation. Each Lot owner, except Developer, 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 V. 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 his successors in title unless expressly assumed by them; provided, however, the lien shall remain effective against a Lot for delinquent assessments notwithstanding any transfer of the Lot.

Section 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, 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, including without limitation mosquito abatement. 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 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 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

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monthly, quarterly or annually. The Board of Directors may establish from such assessments a reserve account.

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

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

Section 10. Effect of 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 11. Subordination to Mortgages. The lien of the assessment 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 12. Homeowners Association and Membership. Developer has incorporated as a not-for-profit corporation under the laws of the Commonwealth of Kentucky "Willow Springs Homeowners Association, Inc." (the "Homeowners Association"). Developer and every owner of a Lot in Willow Springs 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

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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 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 Willow Springs subdivision, 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, 2015; (ii) when 100% of all Lots in Willow Springs subdivision have been conveyed to third parties, or (iii) when Developer elects to convert Class B membership to Class A membership.

**ARTICLE VI
GENERAL PROVISIONS**

Section 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 of twenty (20) 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 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 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 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. 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.

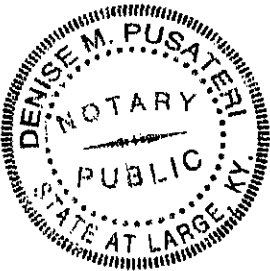
WITNESS the signature of Developer on the above date.

ANDERSON - MONSOUR, INC.

By: Michael Monsour
 Title: Secretary/Treasurer

COMMONWEALTH OF KENTUCKY)
)SS
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on Feb 21, 2008, by MICHAEL MONSOUR as SECRETARY/TREASURER of Anderson - Monsour, Inc., a Kentucky corporation, on behalf of the corporation.



Denise Pusateri
 Notary Public
 Commission expires: 6-28-2008

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This Instrument Prepared By:



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

Document No.: DN2008034296
Lodged By: WILLOW SPRINGS
Recorded On: 03/18/2008 11:11:46
Total Fees: 49.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: SHEGCH

15

END OF DOCUMENT

Recorded in Book No. 52 Page 90
Part No. _____