

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

SADDLE RIDGE SUBDIVISION
Jefferson County, Kentucky

This Declaration of Covenants, Conditions and Restrictions for Saddle Ridge Subdivision (this "Declaration") is made as of _____, 2004, by SUPERIOR BUILDERS, INC., P.O. Box 91483, Louisville, Kentucky 40228 ("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

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 17 inclusive, as shown on the plat of Saddle Ridge Subdivision, of record in Plat and Subdivision Book ____, Page ____, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property conveyed to Superior Builders, Inc. by deed dated April 25, 2003, of record in Deed Book 8122. Page 980, in the office of the Clerk of Jefferson County, Kentucky.

ARTICLE H
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 (including any domestic servants living on the premises) not to exceed two and one-half stories in height.

Section 2.2. Clothes Lines; Fences and Walls; Antennae and Receivers/Transmitters; Firewood; Mailboxes; Tennis Courts and Pools; Sports Equipment.

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

(b) No fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by Developer pursuant to this Declaration. Such approval may be withheld by Developer in its discretion, and Developer may apply its discretion differently with respect to otherwise similar fences or walls.

(c) No swimming pool shall be erected or placed on any lot unless the design and placement thereof are approved by Developer.

(d) No antenna, masts, poles, microwave or other similar type receivers and transmitters (including those currently called "satellite dishes") or appurtenances shall be erected or placed on any lot unless its design and placement are approved in writing by Developer.

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

Section 23. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, an 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 shall be permitted on any lot, except temporary tool sheds or field or sales offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, boat or other recreational type vehicle or shall be parked or kept on any lot at any time unless housed in a garage or basement or kept in the back yard in such a manner as not to be intrusive on neighboring lots. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or 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 24 consecutive hours.

(c) No automobile shall be continuously or habitually parked on any street in the Subdivision,

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.

(a) 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 or breeding purposes. Any such pets shall be kept on the owner's lot or leashed when not on the owner's lot.

(b) No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure offeces on any lot in the Subdivision (other than the lot of the owner or person in charge or control of such animal) or any street, sidewalk or right-of-way in the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of the same in a sanitary manner.

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; Erosion; Sediment Control. Drainage of each lot shall conform to the general drainage plans of Developer for the Subdivision. Developer shall provide to the initial purchaser from Developer a detailed drainage plan for the lot, each lot owner and builder shall conform the construction on a lot to such drainage plan. It is the lot owner's responsibility to ensure that grading of a lot complies with the drainage plan. If drainage is blocked or altered, the lot owner shall correct the problem at the lot owner's expense. If any lot owner fails to do so. Developer (or the Homeowners Association after Developer assigns this right to the Homeowners Association) may perform the corrective work and charge the cost thereof to the lot owner. Developer may place a lien on the lot to ensure payment of those costs. No storm water drains, roof downspouts, ground water or other 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. Each lot owner shall be responsible for preventing mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited on any street. This requirement is in keeping with the Federal Clean Water Act and the laws of the Commonwealth of Kentucky.

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 for a period not to exceed 24 months after completion of the house (which 24-month period Developer may extend in Developer's discretion).

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 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 the Subdivision, (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.

(a) 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.

(b) Each lot owner shall keep the lot neat and attractive in appearance. Should any lot owner fail to do so, then Developer may take such action as it deems appropriate 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.

(c) 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. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 2.11 Underground Utility Service

(a) Each lot owner's electric utility, gas, sewer, cable television, Internet access and telephone service lines shall be underground at locations designated by Louisville Gas & Electric (LG&E) or the other service provider, throughout the length of service from the 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 utility service lines to the provider's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric, telephone and other easements shown on the plat of the Subdivision, 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 or Bell South or other service providers, and their respective successors and assigns.

(b) Easements for 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 bringing service to the property, service providers are 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 Bell South, as shown on the recorded plat of the Subdivision, 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.

ARTICLE m ARCHITECTURAL CONTROL

Section 3.1. 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 a plan showing (i) the location and specifications of all improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior materials (including delivery of a sample thereof, if requested by Developer); (iv) the location and size of the driveway; and (v) such other data as the Developer may request, shall have been approved in writing by Developer.

(b) In addition to the plans referred to in the previous subsection, a landscape plan shall be submitted to Developer for its approval in writing, which plan shall show trees, shrubs and other plantings.

(c) 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" shall include, but not be limited to, any building (including a garage), fence, sheds, walls, hedges, antennae, microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 3.2. Building Materials. The exterior building material of all structures shall be either brick, stone, brick veneer, stone veneer, stucco, vinyl or a combination thereof. However Developer recognizes that other exterior building materials (such as wood siding, stucco or stucco like materials, 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

Section 3.3. 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 the Subdivision, 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 3.4. 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 house shall be a minimum of 1,040 square feet.
- (b) The total floor area of one and one-half story house shall be a minimum of 1,250 square feet.
- (c) The total floor area of a two-story house shall be a minimum of 1,400 square feet.
- (d) The total floor area of a bi-level house shall be a minimum of 1,040 square feet.
- (e) Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas.

Section 3.5. Garages; Carports. All lots may have an attached or detached garage if approved in writing by Developer, and such structures are subject to prior plan approval under this Declaration.

Section 3.6. Landscaping; Driveways; Sidewalks.

- (a) Within 60 days after the construction of a residence, the lot owner shall promptly grade and sod the front yard and side yards of the lot and shall either grade and sod or grade, seed and straw the rear yard.
- (b) Each owner shall concrete the driveway upon completion of the single family dwelling.
- (c) Each lot owner shall, at its expense and upon completion of a single family dwelling on the lot, install a four foot wide sidewalk along the length of all portions of the lot bordering a street if required by record plat or zoning laws. The corner lots must provide handicap access to sidewalk at the corner. The location and elevation of the sidewalk must be approved in writing by 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.

Section 3.7. Mail and Paper Boxes. All mail and paper boxes shall be installed in accordance with Developer's uniform specifications.

ARTICLE IV COMMON AREAS AND HOMEOWNERS ASSOCIATION

Section 4.1. Common Area. Every lot owner in the Subdivision 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 any "common area" or "open space" on the plat of the Subdivision or as otherwise designated by Developer for the common use and enjoyment of lot owners in the Subdivision, whether or not so designated on a plat. Common Area includes the easements for entry features and landscaping reserved on Lots 1 and 15 on the plat of the subdivision and designated "15' Signature Entrance/Landscape Easement". 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 the Subdivision.

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 the Subdivision.
- (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, 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 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 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 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. 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.

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. Maximum and 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 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 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 "Saddle Ridge Homeowners Association, Inc.", or a similar name (the "Homeowners Association"). Developer and every owner of a lot that is in the Subdivision 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 the 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, 2007; (ii) when 100 of all lots in the Subdivision, have been conveyed to third parties, or (iii) when Developer elects to convert Class B membership to Class A membership.

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 often (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. Compliance with Other Laws. Nothing herein shall limit application of any zoning laws or regulations or ordinances. If such laws, regulations or ordinances conflict with the provisions of this Declaration, the more restrictive shall prevail. No approval given by Developer shall be deemed a representation by Developer or the Homeowners Association that the matter approved complies with any law, regulation or ordinance of any governmental agency with jurisdiction.

WITNESS the signature of Developer on the above date.

DEVELOPER:
SUPERIOR BUILDERS, INC.

By: _____
Brian J. Wacker, President

COMMONWEALTH OF KENTUCKY)

)SS

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on October 12th 2004,
by Brian J. Wacker, president of Superior Builders, Inc., a Kentucky corporation, on behalf of the
corporation.

Notary Public _____

Commission expires: _____

This instrument prepared by:

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