

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUTHERLAND SUBDIVISION, PHASE I

JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUTHERLAND SUBDIVISION, PHASE I is made on December 21, 1990, by STM/SUTHERLAND, INC., a Kentucky corporation, 301 North Hurstbourne Lane, Louisville, Kentucky 40222 ("Developer").

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

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additions as may be made pursuant to Article I, 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; ADDITIONS

Section 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 42 and 44 through 52 inclusive as shown on the plat of Sutherland Revised Phase I of record in Plat and Subdivision Book 38, Page 68, in the office of the Clerk of Jefferson County, Kentucky.

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BEING part of the same property acquired by Developer by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729 in the office of the Clerk of Jefferson County, Kentucky.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 49 lots a part of a larger community to be developed in accordance with current plans and known as Sutherland. Additional land may (but is not required to) be included by Developer as other sections of Sutherland within 20 years from January 1, 1990, and may include certain common properties. Developer reserves the right to create cross easements and to restrict all the properties according to the terms of this Declaration. The common areas initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common areas allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common areas of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

The additional land which may be included is the land described in the following instruments recorded in the Jefferson County Clerk's office: Deed Book 5911, Page 729; Deed Book 5911, Page 722; and Deed Book 5930, Page 709.

All additions shall be made by filing with the Office of the Clerk of Jefferson County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development may be annexed to Sutherland by Developer.

## ARTICLE II -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

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

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

Section 3. Use of Other Structures and Vehicles.

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

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

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

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

(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 front or side wall of a residence. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved as provided in Article III, Section 1 of these restrictions. All fences and walls shall be constructed so that the finished side thereof, as determined by Developer in its sole discretion, shall face away from the lot upon which such fence or wall is constructed.

(c) No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl, acceptable to Developer and the plans for such fence have been approved by Developer in writing pursuant to Article III hereof.

(d) No aboveground swimming pools shall be erected or placed on any lot.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless (i) the lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain or by fences or other structures; and (iii) its design and placement are approved by Developer. By granting permission to a lot owner to erect receivers or transmitters, Developer shall not be deemed to have waived this restriction as it may apply to other lots in Sutherland.

(f) No ornamental yard objects, statuary or sculpture, etc. shall be placed on any lot unless its design and placement are approved in writing by Developer.

Section 6. Duty to Maintain Lot.

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

(b) From and after the date construction of a single family residence on a lot is begun, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any then existing first mortgage thereon.

Section 7. Duty to Repair and Rebuild.

(a) Lot owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that 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 such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

Section 8. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 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 by the builder and one sign by a real estate agent or lot owner advertising the sale or rent thereof, which shall not be greater in area than nine square feet each; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision (ii) place signs on lots designating the lot numbers, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 12. Underground Utility Service.

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

Appropriate easements as shall be acceptable to Developer are hereby dedicated and reserved to LG&E and SC Bell, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's and SC Bell's respective termination points. Electric and telephone 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 thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E and SC Bell.

(b) Easements for overhead 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 dash lines and designated for underground and overhead facilities.

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

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

Section 13. Rules for Common Areas. The Community Association is authorized to adopt rules for the use of common areas and such rules shall be furnished in writing to the lot owners.

#### ARTICLE III -- ARCHITECTURAL CONTROL

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

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) views of the house (front, rear and side elevations); (iii) the relationship of the finished grade of the front or side yard to the top of the curb; (iv) the type of exterior material (including delivery to Developer of a sample thereof, if requested); (v) the color of paint or stain to be applied to any exterior surfaces (including delivery to Developer of a sample thereof, if requested); and (vi) the location and size of the driveway (which, unless otherwise approved by Developer, shall be constructed of exposed aggregate concrete), shall have been approved in writing by the Developer.

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

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae (except for standard small television antennae) and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials; Roof; Builder; Paint Colors; Foundation.

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

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

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have supervised the construction of or built a minimum of six homes. Developer makes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

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

(e) The finished grade of the yard at the foundation wall of any residential structure on any Lot shall be at least 36 inches above the level of the top of the curb of the street upon which the lot is located.

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

(a) The ground floor area of a one story house shall be a minimum of 2,600 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,500 square feet, exclusive of the garage.

(c) The ground floor area of a two story house shall be a minimum of 1,500 square feet, exclusive of the garage.

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

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

Section 5. Garages; Carports.

The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by Developer. All lots shall have at least a two car garage unless otherwise approved in writing by Developer. No detached garages or carports are allowed unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

Section 6. Landscaping; Sidewalks; Driveways; Trees.

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

(b) On streets where sidewalks are required by subdivision regulations, each lot owner shall cause a sidewalk to be constructed on each lot within one year from the date construction of a residence on 80% of the lots in this section has begun, whether or not the lot owner has begun construction on that particular lot.

(c) Each lot owner shall concrete or asphalt the driveway within three months after completion of a single family dwelling; provided, however that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.

(d) Upon final completion of construction of a residence, the lot owner shall cause to be planted two trees (at least three inches in diameter) in the front yard of the lot and where the lot is a corner lot, two such trees in the street-side yard. These trees shall be in addition to any trees planted in the right-of-way by Developer or other performing party. No tree shall be removed from any lot without the prior written approval of Developer.

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

Section 7. Mail and Paper Boxes; Hedges. All mail boxes and paper holders (if applicable) shall be provided and installed by Developer at the lot owner's expense (not to exceed \$125.00). Such cost may be charged to the lot owner in the first Community Association Assessment. No hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer.

#### ARTICLE IV -- COMMUNITY ASSOCIATION

Section 1. Community Association. The Sutherland Community Association, Inc. ("Community Association") has been created to maintain common areas (which includes open spaces, lakes and certain other recreational and community facilities) and to provide other functions set forth herein. Owners of lots in the Subdivision shall be members of the Community Association and subject to the membership obligations established in this instrument, including association rules adopted under Article II Section 13.

Section 2. Lot Owners' Easements of Enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. "Common area(s)" means and refers to all non-residential lots and areas, which are shown on any recorded final subdivision plat within any portion of Sutherland made subject to the Community Association, together with all other improvements owned or to be owned by the Community Association. Developer releases and quitclaims to the Community Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to permit the use of and to charge an initiation fee and reasonable admission and other fees for the use of the clubhouse and any recreational facilities situated on Lot 43. The Board of Directors of the Community Association may, as part of the operation of the clubhouse and recreational facilities, permit nonresidents of Sutherland to use the clubhouse and recreational facilities for a

reasonable annual fee, payable to the Community Association. Such users shall not be members of the Community Association.

(b) The right of the Community Association to borrow money for the purpose of improving the common areas or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common areas;

(c) The right of the Community Association to suspend the voting rights and the right to use common areas for any period during which any assessment against a lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and

(d) The right of the Community Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association and such agency, authority or utility. 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 14, and so long as additions are permitted under Article I, Section 2(a).

Section 3. Delegation of Use. Lot owners may delegate, in accordance with the Bylaws, their right of enjoyment to the common areas to the members of their families or to their tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the lot.

Section 4. Community Association's Right of Entry. The authorized representative of the Community Association or the Board 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 areas, 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 5. Assessments; Creation of the 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 Community 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 Community Association, incurred over and above assessed amounts payable to the

Community Association by the lot owners, until Developer transfers control of the Community Association. Maintenance cost overruns funded by Developer are an obligation of the Community Association, which shall be repaid to Developer from future surpluses. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 6. Purpose of Assessments.

(a) The assessments levied by the Community Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties and services devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Community Association when necessary, and such other needs as may arise. The Community Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, gatehouse, entranceways, streets, cross-walks, medians, berms, storm drains, basins, lakes, recreational facilities and areas including tennis courts, swimming pool and clubhouse and other improvements.

(b) Developer may construct certain recreational facilities on Lot 43, a part of the common area owned or to be owned by the Community Association. In order to finance this construction, Developer reserves the right to subject that particular common area and the improvements thereon to a mortgage which, for the initial construction, furnishings and similar improvements, shall not exceed \$530,000.00. If the mortgage is made after transfer of ownership of that particular common area to the Community Association, the Community Association shall be the mortgagor. If the mortgage is made before transfer of ownership of that particular common area, the Community Association shall assume the mortgage upon the transfer of ownership. In either event, the loan secured by the mortgage shall be used solely for the purpose of constructing, furnishing and improving the recreational facilities. The assessments described in this Article IV shall be used in part to make principal and interest payments on the mortgage.

(c) Until Class B membership ceases and is converted to Class A membership pursuant to Section 14, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Sutherland Community as permitted in this Declaration.

Section 7. Maximum Annual Assessment.

(a) Until the earlier of January 1, 1993 or the clubhouse facility is completed and open for use, the maximum annual assessment shall be set at a rate not to exceed \$30.00 per month per lot. From and after January 1, 1993 or the completion of the clubhouse facility until the later of January 1, 1994, or one year after the completion of the clubhouse facility, the maximum annual assessment shall be set at a rate not to exceed \$49.00 per month per lot. Thereafter, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 8. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Community 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 a common area, including fixtures and personal property related thereto. Any such assessment shall have the the assent of the members of the Community Association in accordance with the Bylaws.

Section 9. Uniform Rate of Assessment; Exception.

Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate for all lots except those unimproved and unoccupied lots owned by Developer or a builder. 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. Those lot owners holding lot reservations prior to the recordation of these restrictions who have elected not to participate in the support and use of the recreational facilities to be constructed on Lot 43 shall, until January 1, 1993, pay annual assessments at a rate not to exceed \$30.00 per month and shall have no right to use these facilities. When title to each of these lots is transferred to a new owner, then the next (and the succeeding) owners of the lots will pay the full normal assessment and have corresponding rights to use the facilities.

Section 10. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein 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 11. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid by the due date shall bear interest from the due date at the rate of 10% per annum or maximum rate of interest then allowable by Kentucky law, whichever is greater. The Community Association may bring an action at law against the lot owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of a Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any then existing first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 13. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, Articles of Incorporation to be recorded in the office of the Clerk of Jefferson County, Kentucky, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Community Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 14. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer.

(b) Class B. The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A

membership on the happening of any of the events specified in paragraph (c) below whichever occurs earlier.

(c) Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of

(i) When, in its discretion, Developer so determines;

(ii) When 100% of the lots which may be developed as described in Article I Sections 1 and 2 have been sold by Developer and residences have been constructed thereon; or

(iii) January 1, 2010.

#### ARTICLE V -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceedings at law or in equity, brought by any lot owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. If any lot owner, the Community Association or Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including court costs and attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions shall have a lien on the lot of the party violating these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided in Article IV, Section 5 and Article IV, Section 11 of this Declaration. Failure of any lot owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law or in equity shall not preclude the exercise of any other remedy available at law or in equity.

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

Section 3. Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot and all parties

claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the lot owners of the lots subject to this Declaration has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof; provided, however, that if Developer, its designated successors or assigns, as applicable, then owns any lot, or any portion of Sutherland, or if any portion of Sutherland remains unplatted as a phase, this Declaration may not be so changed in whole or in part without the prior written consent of Developer in its sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Sutherland (i) this Declaration may hereafter be unilaterally amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, and (ii) Developer may otherwise unilaterally amend this Declaration as Developer may elect in its sole discretion, provided, that any such amendment under this subpart (ii) shall not materially adversely affect the then existing private single-family residential nature of the developed sections of Sutherland. At such time as neither Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Springhurst, or upon such earlier date as Developer may elect in its sole discretion by written notice given to the board of directors of the Community Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the board of directors of the Community Association certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the lots subject to this Declaration.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

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





**BOOK 7151 PAGE 0951****DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the ~~11th~~ day of December, 1998, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 6, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BOOK 7151 PAGE 0952

BEING Lots 293 and 294, and Lots 303 through 314, inclusive, Sutherland, Phase 18, a plat of which is of record in Plat and Subdivision Book 44, Page 96, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated January 22, 1990, of record in Deed Book 5930, Page 709, all in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 293 and 294, and Lots 303 through 314, inclusive, Sutherland, Phase 18:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in

diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

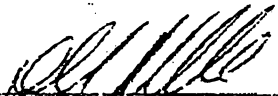
5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. **Reaffirmation** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By:  \_\_\_\_\_

Title: Exec Vice Pres.

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THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 14th day of December, 1998, by Bradley J. DeVries, the Exec Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 2002

[Signature]  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 14th day of December, 1998, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 2002

[Signature]  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

[Signature]

Gregory A. Compton, Esq.  
1900 Mellwood Avenue  
Louisville, Kentucky 40206  
(502) 893-0323

Document No.: DN1998199402  
Lodged By: MTS  
Recorded On: 12/11/1998 02:46:31  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: EVEROB

OF DOCUMENT-4-

Recorded In Plat Book

No. 44 Page 96

Part No

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUTHERLAND SUBDIVISION, PHASE I

JEFFERSON COUNTY, KENTUCKY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made, declared and imposed as of the 3/8 day of October, 1991, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation f/k/a STM/Sutherland, Inc. (the "Declarant"), with principal office, place of business and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, in the office of the Clerk of Jefferson County, Kentucky, (the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Developer with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Developer desires to amend certain provisions of the Declaration as set forth below; and

WHEREAS, capitalized terms used in this Amendment as defined terms and not otherwise defined in this Amendment shall have the respective meaning ascribed thereto in the Declaration;

NOW THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Amendment subject to the terms hereof, Declarant hereby amends the Declaration as follows:

1. Section 2(b), Article I. Section 2(b), Article I of the Declaration, entitled "Other Additions" is hereby amended and restated in its entirety as follows:

"(b) Other Additions. Additional real property, whether owned by Declarant or others, which is not presently a part of Declarant's general plan and scheme of development of Sutherland, may be hereafter annexed to Sutherland by Declarant at its sole discretion as residential property and/or common area and made subject to this Declaration, or another Declaration of Covenants, Conditions and Restrictions acceptable to Declarant at its sole discretion. All such additions to Sutherland shall be made by filing a Declaration of Annexation or Supplementary Declaration (as hereinafter defined), with respect to such additional property in the aforesaid Clerk's Office, which shall declare the annexation and addition of such real property to Sutherland, and shall extend the scheme of this Declaration to, or impose a scheme of such other Declaration of Covenants, Conditions and Restrictions acceptable to Declarant on, such annexed real property. Any such Declaration of Annexation or Supplementary Declaration extending the scheme of this Declaration to such annexed real property make contain such conditions and modifications of the provisions of this Declaration as Declarant may elect, and or as may be necessary to reflect the different character, if any, of the annexed real property."

2. Section 2(c), Article I. A new Section 2(c), Article I, is hereby added to the Declaration to read as follows:

"(c) Withdrawal. Declarant may from time to time elect in its discretion not to develop portions of the real property made subject to this Declaration for which a subdivision plat ("Plat") has not been recorded in the aforesaid Clerk's Office, or, if a Plat has been

recorded, in which phase of development for Sutherland evidenced by such Plat ("Phase") no lots are then owned by other than Declarant or any of its affiliates or related entities, as a part of Sutherland, and may withdraw such portions of the real property subject to this Declaration from Sutherland and this Declaration, as applicable. Any such withdrawal shall be accomplished by the filing in the aforesaid Clerk's Office of a Notice of Withdrawal executed by the Declarant, and describing by adequate legal description the portions of the real property thereby withdrawn."

3. **Section 3, Article I.** A new Section 3, Article I, entitled "Supplementary Declarations" is hereby added to the Declaration to read as follows:

**"Section 3. Supplementary Declarations.**

(a) **Terms.** Declarant may from time to time elect in its discretion, and without need for the consent of any other person or entity, to record with respect to any Phase of Sutherland a Supplementary Declaration of Covenants, Conditions and Restrictions (a "Supplementary Declaration") in the aforesaid Clerk's Office, pursuant to which Supplemental Declaration Declarant may impose on the Phase subject thereto rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in this Declaration, as Declarant may elect in its sole discretion and which shall at Declarant's election control over the provisions of this Declaration, taking into account the unique and particular aspects of the proposed development of the Phase covered thereby, provided, that, any of the same imposed by such Supplementary Declaration shall not material adversely affect the existing single-family residential nature of the other developed Phases of Sutherland. Further, any such Supplementary Declaration may otherwise supplement the provisions of this Declaration with respect to the Phase subject thereto, and may otherwise contain such additional information, specifications and other matters with respect to the Section subject thereto as is contemplated by this Declaration. A Supplementary Declaration may further provide for a Subassociation (as hereinafter defined) for such Phase and for the right of such Subassociation to assess lot owners within such Phase and to place liens upon the lots therein for the purposes described in such Supplementary Declaration.

(b) **Filing.** Upon filing of a Supplementary Declaration in the aforesaid Clerk's Office, the Phase subject thereto shall be subject to all of the rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and other provisions set forth in this Declaration, except to the extent, if any, specifically stated in the Supplementary Declaration. For purposes of this Section 3, the term "Subassociation" shall mean any Kentucky profit or non-profit corporation, or any unincorporated association, and the successors and assigns of any of the same, organized and established or authorized pursuant to, or in connection with, one or more Supplementary Declarations, to benefit the lot owners within Phases burdened by the applicable Supplementary Declarations."

4. **Section 4, Article I.** A new Section 4, Article I, entitled "Cross-Easements" is hereby added to the Declaration to read as follows:

**"Section 4. Cross-Easements.** Declarant reserves the right to create cross-easements and to restrict all of the property made subject to this Declaration according to the terms of this Declaration. The common area initially covered by this Declaration and hereinafter created pursuant to any Plat, or as otherwise provided herein, shall be subject to the provisions of this Declaration and shall inure to the benefit of the owners of lots within Sutherland which hereafter become subject to this Declaration, or to another Declaration of Covenants,

Conditions and Restrictions as approved by Declarant at its sole discretion which so provides, and the common area allocable to the owners of all such lots within Sutherland shall inure to the benefit of the owners of lots within Sutherland created pursuant to Plats recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each such lot had been developed and subjected to this Declaration simultaneously."

5. **Section 1, Article II.** Three new paragraphs are hereby added to Section 1, Article II of the Declaration to read as follows:

**Lease Restrictions.** No vacant lot may be leased, and no improved lot may be leased for a term of less than six (6) months. At least three (3) business days prior to the commencement of the date of the lease of any improved lot, the owner(s) of such lot shall notify Declarant and the Community Association in writing of the execution of such lease, which notice shall specify in full the names of the lessees thereunder and the names of such lessees' dependents and other family members who will reside at such lot, shall include a copy of the executed lease and shall confirm that such lease incorporates by reference the provisions of this Declaration. Should the lot owner(s) fail to so notify Declarant, such lot owner(s) shall be and remain liable for any and all unpaid fees, charges and expenses owed to Declarant and/or the Community Association by such lessees and/or their dependents, whether in connection with the use of the recreational facilities within Sutherland or otherwise. All such unpaid fees, charges and expenses, and all such fees, charges and expenses incurred by Declarant and/or the Community Association in connection therewith, including, without limitation, reasonable attorney's fees and court costs, shall bear interest at the Reimbursement Rate (as hereinafter defined), rate per annum prescribed and/or permitted pursuant to Section \_\_\_\_\_ below and all such amounts, plus accrued interest thereon, shall constitute a charge and lien upon the lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV of this Declaration.

**No Subdivision.** No lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Declarant in its sole discretion, which approval may be arbitrarily and unreasonably withheld. All lot owners are hereby notified that Declarant has the express right, in its sole discretion, to subdivide, re-plat and/or alter the boundary line of any lot or lots owned by Declarant and/or any of its affiliated or related entities. Any such division, boundary line change, or re-platting of any lots shall not be in violation of applicable subdivision and zoning regulations.

**No Time-Shares.** No lot shall be subjected to any time-share program or any similar division of interest or program whereby the right to use of the lot rotates among members of the program or holders of interests in the lot on a recurring or reservation basis."

6. **Section 3(c), Article II.** Section 3(c), Article II of the Declaration is hereby amended and restated in its entirety as follows:

(c) **Restrictions on Vehicles and Parking.**

(i) No bus, mobile home, motor home, trailer, truck, motorcycle, commercial vehicle, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a closed garage or basement, except as otherwise may be acceptable to Declarant in its sole discretion.

(ii) Each lot owner and resident of Sutherland is hereby advised that any vehicle determined to be objectionable or unsightly by Declarant and/or the Board (as hereinafter defined) must upon notice from either

Declarant or the Board, as applicable, be thereafter kept in a closed garage or basement or removed from Sutherland.

(iii) No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in Sutherland.

(iv) No trailer, boat, truck, or other vehicle shall be parked on any street in Sutherland for a continuous period in excess of ten (10) hours, or for an aggregate period in excess of twenty-four (24) hours in any one calendar year.

7. **Section 3(d), Article II.** Section 3(d), Article II of the Declaration is hereby amended and restated in its entirety as follows:

(d) **No Street Parking; No Semi-Tractor Trailers.** No motor vehicle or other vehicle shall be continuously or habitually parked on any street or public right-of-way in Sutherland, it being the intent of Declarant and this Declaration that vehicles be kept in driveways and garages. No semi-tractor trailers, or other large trucks, vans or other vehicles as determined by Declarant in its sole discretion, shall be permitted in any Phase or otherwise within Sutherland, except for limited periods as determined by Declarant in its sole discretion for moving vans being utilized by residents for moving in or out of a residence, and except for such construction, delivery or other vehicles as Declarant may permit from time to time in its sole discretion.

8. **Section 4, Article II.** Section 4, Article II of the Declaration entitled "Animals" is hereby amended and restated in its entirety as follows:

4. **Animals.** No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets in the Louisville, Kentucky vicinity) may be kept in the residence on a lot, provided they are not kept, bred or maintained for any commercial or breeding purposes. No dog or other pet runs are permitted on any lot, except for those the design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion. The lot owner keeping any such pets shall keep the lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the common area shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided, that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner. In addition to such other remedies as may be available, violation of this Section 4 by any lot owner or resident of Sutherland may result in the suspension of the voting rights of a lot owner in the Community Association and suspension of the rights to use the recreational facilities and other common amenities of Sutherland.

9. **Section 5(e), Article II.** Section 5(e), Article II of the Declaration is hereby amended and restated in its entirety as follows:

(e) **Antennae.** No antennae or microwave or other receivers and/or transmitters (including, without limitation, those currently referred to as "satellite dishes") shall be erected or placed on any residence or any lot (except for small television antennas or receivers which are concealed and contained wholly within the interior of a residence and which are not viewable outside of such residence through any window or otherwise from any vantage point or elevation as determined by Declarant), unless its design and placement are approved in

writing by Declarant, which approval shall be within the sole and absolute discretion of Declarant and may be arbitrarily and unreasonably withheld. All lot owners and residents of Sutherland are hereby notified that exterior "satellite dishes" are not permitted on any lot. By granting permission to a lot owner to erect receivers or transmitters, Declarant shall not be deemed to have waived this restriction as it may apply to other lots in Sutherland.

**10. Section 5(f), Article II.** Section 5(f), Article II of the Declaration is hereby amended and restated in its entirety as follows:

(f) Ornamental Yard Objects. No ornamental yard objects, statuary, sculpture or similar items, shall be placed on any lot unless its design and placement are approved in writing by Developer. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby lots, as determined by Declarant. All lot owners and residents of Sutherland are hereby advised that all exterior lighting, ornamental post lights, and other ornamental yard decorations located or proposed to be located on any lot are subject to the prior written approval of Declarant at its sole discretion. All exterior or outside play equipment located on any lot, including without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of Declarant at its sole discretion, and all lot owners and residents of Sutherland are advised to obtain the approval of Declarant prior to the construction or placement of any such equipment on any lot.

**11. Section 6, Article II.** Section 6, Article II of the Declaration is hereby amended and restated in its entirety as follows:

**Section 6. Duty to Maintain Lot.**

(a) Declarant's Maintenance and Fees. From and after the date of purchase of a lot until construction of a single family residence is started thereon, Declarant shall have the exclusive right to perform all normal maintenance on the lot which Declarant deems necessary, including, without limitation, mowing; provided, that Declarant shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof, from the lot, although Declarant may elect to do so in its discretion, and all of which the lot owner shall promptly cut and remove from the lot after falling, or otherwise after a determination and notice by Declarant or the Board to the lot owner that any of the same constitute a danger or are unsightly. Each lot owner shall be assessed an annual fee payable in April, at the initial rate of \$18.00 per month for the calendar year 1991; thereafter, Declarant may assess each lot owner at a greater or lesser amount as Declarant determines in its sole discretion is necessary to maintain the lot as provided herein, or as may otherwise be stated in the applicable Supplementary Declaration and/or Plat for any Phase. Such maintenance fees shall be appropriately prorated for partial year ownership of a lot conveyed by Declarant, and shall be paid by the lot owner in any case within thirty (30) days of demand by Declarant. All such fees due and payable to Declarant from a lot owner pursuant to the terms of this Section 6(a) shall bear interest from the due date thereof until paid, at a variable rate per annum equal to two percent (2%) per annum in excess of the "Prime Rate" announced by Citizens Fidelity Bank and Trust Company as in effect from time to time at its principal office located in Louisville, Kentucky, or such lower rate as may constitute the maximum then permitted by applicable law (the "Reimbursement Rate"), and such amounts shall, together with all interest accrued and unpaid thereon, and all costs of collection incurred in connection therewith, including, without limitation, court costs and reasonable attorneys' fees, constitute a charge and lien on the lot in favor of Declarant to secure the repayment of such amounts, which lien shall be of equal priority to the lien for assessments provided for in Article IV below.

(b) Lot Owner's Maintenance. From and after the date construction of a single family residence on a lot is started, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds, waste and trash, including, without limitation, construction waste, and to keep it otherwise neat and attractive in appearance to the satisfaction of Declarant. Should any lot owner fail to do so, then Declarant may take such action as it deems appropriate, including, without limitation, mowing, in order to make the lot neat and attractive, and the lot owner shall, immediately upon demand, reimburse Declarant or other performing entity for all expenses incurred in so doing, together with interest at the Reimbursement Rate, and Declarant shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided for in Article IV of this Declaration.

(c) Indemnification By Lot Owner. Each lot owner, by acceptance of a deed for the lot, releases and shall indemnify and hold harmless Declarant from and against all losses or damages which may accrue to such lot owner's lot, and the vegetation thereon, arising from any activities of Declarant and/or the lot owner pursuant to this Section 6.

**12. Section 7, Article II.** Section 7, Article II of the Declaration entitled "Duty to Repair and Rebuild" is hereby amended and restated in its entirety as follows:

**Section 7. Duty to Repair and Rebuild.**

(a) Normal Repairs. Each lot owner shall, at its sole cost and expense, repair and maintain the residence and other approved structures on such lot owner's lot, keeping the same in first class condition and repair acceptable to Declarant and the Board, and otherwise in a condition comparable to the condition of such residence at the time of its initial construction consistent with the approved plans therefor. In the event any such residence or other structures on any lot are not so repaired and maintained, the lot owner shall, within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully repaired and maintained to the satisfaction of Declarant and the Board, or, if the existing status of the residence or other structures on the lot are such that the same cannot be reasonably repaired and maintained within such thirty (30) day period, the lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such repair and maintenance, which shall in any case be completed within sixty (60) days of such notice from Declarant or the Board, or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such lot owner fail to complete such repairs and maintenance within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such repairs and maintenance to be so completed to their respective satisfaction, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such repairs and maintenance, and may at all other times store necessary materials on the lot, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Declarant or the Board, as applicable, shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(b) Repair of Damage. If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the lot owner shall,

with all due diligence, promptly (as acceptable to the Declarant and the Board) rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition consistent with the approved plans therefor. In the event any such residence or other structures on any lot are not so rebuilt, repaired or reconstructed, the lot owner shall within thirty (30) days after written notice from Declarant or the Board (or such greater period as Declarant or the Board shall specify in such notice), cause the same to be fully rebuilt, repaired or reconstructed to the satisfaction of Declarant and the Board, or, if the existing status of the residence or other structures on the lot are such that the same cannot be reasonably rebuilt, repaired or reconstructed within such thirty (30) day period, the lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such residence or other structures, which shall in any case be completed within one hundred twenty (120) days of such notice from Declarant or the Board, or within such other period as shall be reasonably specified by Declarant or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such lot owner fail to complete such rebuilding, repairs or reconstruction within the applicable period provided above, Declarant or the Board may, in their respective sole discretion, elect to cause such rebuilding, repairs or reconstruction to be completed to their respective satisfaction in accordance with the approved plans for such structure, and Declarant and/or the Board, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday (Louisville, Kentucky time) in connection with such rebuilding, repairs or reconstruction, and may at all other times store necessary materials on the lot, without liability or obligation of any such kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Declarant or the Board, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Declarant or the Board, as applicable, shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

13. **Section 9, Article II.** Section 9, Article II of the Declaration entitled "Signs" is hereby amended and restated in its entirety as follows:

**Section 9. Signs.**

(a) **Sign Limits.** 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 neat and attractive sign for advertising the sale or lease thereof, which shall not be greater in area than nine square feet and shall be acceptable in condition, format, appearance and content to Declarant.

(b) **Declarant's Signs.** Each lot owner and resident of Sutherland is hereby advised that Declarant may elect from time to time (i) to erect larger signs when advertising Sutherland and its attendant facilities, or upcoming events with respect thereto, (ii) to place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot and/or the fact that it has been sold.

(c) **Street Numbers.** This Section 9 shall not prohibit placement of occupant name signs and lot numbers as allowed by Declarant's guidelines (which may be included in the "Design Guidelines", as such term is hereafter defined, or otherwise) or as are otherwise acceptable to Declarant, and which signs and numbers are in compliance with applicable zoning regulations.

(d) **Uniform Sign Program.** Declarant shall have the unfettered right in its sole discretion to establish from time to time a uniform sales sign program for all lots, whether improved or unimproved, within any Phase and/or to require lot owners to obtain all signs

advertising the sale or lease of a lot, whether improved or unimproved, from Declarant or any of its related entities or from a designated third party.

14. **Section 10, Article II.** Section 10, Article II of the Declaration entitled "Drainage" is hereby amended and restated in its entirety as follows:

**Section 10. Drainage.**

(a) **Conformance to Plans.** Drainage of each lot shall conform to the general drainage plans of Declarant for Sutherland. No construction upon a lot by those other than Declarant shall cause storm water to drain upon any adjacent lot unless appropriate easements have been provided for such drainage or such drainage is otherwise allowed by local ordinances and permitted by Declarant. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. All connections for sanitary sewer, water and storm sewer on each lot shall be made with watertight joints and otherwise in accordance with all applicable plumbing and building code requirements. No Hazardous Substances (as hereinafter defined) shall be dumped or introduced into the sanitary or storm sewer system for Sutherland, or otherwise disposed of on any lot.

15. **Section 11, Article II.** Section 11, Article II of the Declaration entitled "Disposal of Trash" is hereby amended and restated in its entirety as follows:

**Section 11. Disposal of Trash; No Hazardous Substances.** No lot shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances. Rubbish, trash, garbage or other waste shall not be kept on any lot except for normal household rubbish, trash, garbage and similar waste kept indoors within sanitary closed containers temporarily prior to collection. There shall be no burning of trash or other refuse on any lot. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. Declarant and the Community Association reserve the right to from time to time establish and maintain a uniform and exclusive trash collection program for Sutherland with one or more contractors or companies selected by Declarant or the Board on such terms as deemed acceptable by the Declarant or the Board in their respective discretion. For purposes of this Declaration, the term "Hazardous Substances" shall include, without limitation, petroleum, its products and by-products, and petrochemicals, and any compound containing any of the same, asbestos, radioactive substances, polychlorinated biphenals, any pollutant or contaminant and any hazardous, toxic, dangerous or flammable waste, substance or material, including any of the same defined as such in, for purposes of, or otherwise regulated or classified by or pursuant to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (43 U.S.C. §9601, *et seq.*) and regulations promulgated thereunder, as amended, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (whether now existing or hereafter enacted, promulgated or issued) or any judicial or administrative interpretation of any of the same, and including "oil" and "oil waste" as defined in the Clean Water Act (33 U.S.C. §1251, *et seq.*), as amended. The definition of "Hazardous Substances" for purposes of this Declaration shall not include, however, small quantities of such substances described above which constitute or are included within normal household cleaning substances or other substances used in connection with normal single-family residential purposes, which are in all cases kept within approved containers and stored, used and disposed of in accordance with all applicable governmental laws, rules and regulations and other applicable guidelines existing or established from time to time (such substances being hereinafter referred to as "Permitted Substances"). Each lot owner shall indemnify and hold harmless Declarant, its officers, employees, stockholders, successors and assigns, the Board and the Community Association, and the members of the NTS Group (as hereinafter defined), from and against any and all liabilities, damages, actions and causes of

action, costs and expenses arising from or related to the introduction and/or use of any Hazardous Substances and/or Permitted Substances by such lot owner or otherwise on such lot owner's lot during the ownership of the lot by such lot owner.

**16. Section 12(b), Article II.** Section 12(b), Article II of the Declaration is hereby amended and restated in its entirety as follows:

(b) Additional Easements.

(i) Easements for underground electric and telephone transmissions 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 or otherwise shown and designated on the Plat for any Phase, and over, across and under such portions of the common area as Declarant shall determine from time to time, for underground facilities. Declarant hereby reserves the right to grant such additional easements as may be necessary to facilitate electric service, gas service, telephone and communications services, cable television and the like throughout Sutherland.

(ii) Aboveground electric transformers and pedestals may be installed at appropriate points in any electric or other utility easement with the prior written approval of Declarant, which shall not be unreasonably withheld.

(iii) In consideration of bringing service to the Property, LG&E and S.C. Bell are granted the right to make further extensions of their respective underground lines in areas acceptable to Declarant to serve additional locations within Sutherland from all underground distribution lines.

**17. Section 12(c), Article II.** A new Section 12(c), Article II entitled "Cable Television Easements" is hereby added to the Declaration to read as follows:

(c) Cable Television Easements. The electric and telephone easements dedicated and reserved in this Section 12, and those as shown on the Plat for any Phase, shall include easements for the installation, operation and maintenance of cable television service to the lots and the common area, including the underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission mediums.

**18. Section 13, Article II.** Section 13, Article II of the Declaration entitled "Rules for Common Area" is hereby amended and restated in its entirety as follows:

**Section 13. Rules for Common Area.** The Community Association is authorized to adopt and modify from time to time rules and regulations for the use of the common area, including, without limitation, all lakes, recreational facilities and other common amenities now or hereafter located within Sutherland upon such common area, and such rules, if not otherwise posted at any such facility or amenity, shall be furnished in writing to a lot owner upon reasonable request. No lot owner shall do or permit anything to be done or kept on or in the common area which might result in the cancellation of insurance on any part of the common area, which would interfere with rights of other lot owners, or which would be noxious, harmful or unreasonably offensive to other lot owners as determined by Declarant or the Board in their respective sole discretion. No waste shall be committed by any lot owner or resident of Sutherland in the common area.

19. **Section 14, Article II.** A new Section 14, Article II entitled "Exclusive Water and Sanitary Sewer Service" is hereby added to the Declaration to read as follows:

**Section 14. Exclusive Water and Sanitary Sewer Service.** Each lot owner shall be obligated upon the construction of a residence on any lot to connect to, and obtain service from, the central water and sewage disposal systems provided for Sutherland. No other water or sewage system shall be permitted on or for any lot.

20. **Section 15, Article II.** A new Section 15, Article II entitled "Playgrounds" is hereby added to the Declaration to read as follows:

**Section 15. Playgrounds.** Any playground or other play areas or equipment furnished by Declarant or the Community Association, or others with the consent of Declarant, upon the common area or otherwise within Sutherland, shall be used at the risk of the user, and Declarant and the Community Association shall not be held liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use thereof.

21. **Section 16, Article II.** A new Section 16, Article II entitled "Air Conditioning Units" is hereby added to the Declaration to read as follows:

**Section 16. Air Conditioning Units.** Except as may be permitted from time to time by Declarant in its sole discretion, no window air conditioning units may be kept or used on any lot.

22. **Section 17, Article II.** A new Section 17, Article II entitled "Lighting" is hereby added to the Declaration to read as follows:

**Section 17. Lighting.** Except for seasonal Christmas/Holiday season decorative lights, and attendant displays and decorations, which may be displayed from December 1 of each year through the following January 10, and only as shall be acceptable to Declarant in its sole discretion, all exterior lights must receive the prior written approval of Declarant.

23. **Article III.** Article III of the Declaration entitled "Architectural Control" is hereby amended and restated in its entirety as follows:

## ARTICLE II -- ARCHITECTURAL CONTROL

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

#### (a) Grading and Construction Plans.

(i) No clearing or grading of any lot shall be permitted, and no structure may be erected, placed or altered on any lot, until a lot grading plan showing proposed clearing limits, grading and house location and location and size of the proposed driveway, leadwalks, fountains, pools and the like and any other proposed structures, and the construction plans and building specifications for all of the foregoing and any other structures, including, without limitation, (1) the location of all improvements and proposed improvements on the lot and the minimum elevation of any proposed improvements, (2) the final grade elevation (including rear, front and side elevations) and first floor elevation, which must be in compliance with Declarant's drainage and grade plans for Sutherland, (3) the type of exterior material (including delivery of samples thereof if requested by Declarant) and the color of paint or stain to be applied to any exterior surfaces (including

delivery of samples thereof if requested by Declarant), and (4) the time frame within which all construction shall be completed, shall have been approved in writing by Declarant in its sole discretion. Declarant may further specify the requirements of such plans and specifications in the Design Guidelines (as defined below) or otherwise as shall be acceptable to Declarant.

(ii) All driveways on any lot shall be of exposed aggregate concrete unless otherwise approved in writing by Declarant, which shall be constructed in final finished form not later than thirty (30) days subsequent to the substantial completion of any residence on a lot, as determined by Declarant in its sole discretion.

(iii) Declarant reserves the right to compile and modify from time to time architectural and design review and/or construction standards manuals and guidelines, or other written standards (collectively, "Design Guidelines"), for use by lot owners for guidance in the construction of any structures and other improvements on the lots, and for such other purposes as described in this Declaration, and all improvements addressed therein shall be constructed by lot owners in accordance therewith and pursuant to the plan(s) therefor approved pursuant to this Article III. All such manuals and guidelines constituting Design Guidelines shall, from time to time when issued by Declarant, be deemed to constitute a part of and be incorporated within this Declaration.

(iv) All approved construction activities, and landscape activities contemplated by Section 1(b), Article III, below, shall be completed by the lot owner within the time frame specified in the approved plans contemplated by this Section 1. Upon completion of all such construction, the lot owner shall, at the lot owner's cost, furnish to Declarant upon request a written statement and certification of the lot owner's Builder and/or an engineer acceptable to Declarant, to the effect that (1) the improvements constructed upon the lot substantially conform to the plans and specifications approved pursuant to this Section 1, and (2) drainage of the lot after improvement is in positive drainage compliance with the drainage plans for Sutherland. Declarant reserves the right to require any Builder (as hereinafter defined) to post separate deposits with Declarant to ensure compliance with such approved construction plans and/or the drainage plans for Sutherland, in such amount as Declarant shall from time to time elect not in excess of Ten Thousand Dollars (\$10,000.00) for each such deposit.

(v) In the event any such structures or other improvements constructed on any lot, and/or the final grade of any lot, do not conform to the approved construction plans or drainage plans for Sutherland, the lot owner shall, within thirty (30) days after written notice from Declarant (or such greater period as Declarant shall specify in such notice), cause such non-compliance to be fully remedied to the satisfaction of Declarant. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the construction of any improvements on a lot within the time frame established pursuant to the construction plans and specifications therefor approved by Declarant, the lot owner shall, within thirty (30) days after written notice from Declarant, complete such improvements in a good, workmanlike and professional manner, or, if the existing status of the improvements on the lot are such that the same cannot be reasonably completed within such thirty (30) day period, the lot owner shall immediately

commence and proceed with all due diligence and best efforts toward the completion of all such improvements, which shall in any case be completed within one hundred eighty (180) days of such notice from Declarant or within such other period as shall be reasonably specified by Declarant (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such lot owner fail to cure such non-compliance or to complete such construction within the applicable period provided above, Declarant may, in its sole discretion, elect to cause such non-compliance to be so cured, and may, in its sole discretion, elect to complete such construction on such lot in accordance with the approved plans therefor, and Declarant and/or the Community Association, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon at any time and from time to time in connection therewith, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Declarant upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot and shall bear interest until paid at the Reimbursement Rate, and Declarant shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(b) Landscape Plans.

(i) In addition to, and contemporaneously with, the plans and specifications referred to in Section 1(a), a landscape plan shall be submitted by such lot owner to Declarant for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing and/or to be planted on the lot, and specify the time frame within which such landscaping shall be completed. Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 3 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each lot owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration. Further, all unimproved areas of a lot which are not to be landscaped pursuant to an approved landscape plan, shall be sodded by the lot owner to the satisfaction of Declarant. The trees required by this Section 1(b) shall be in addition to any trees planted by Declarant, or otherwise present in, any right-of-way.

(ii) The lot owner shall retain all receipts for required landscaping for inspection by Declarant at its request at any time following commencement of occupancy of the residence on the lot; provided, that when seasonal limitations prohibit, the approved landscaping on, and/or sodding of, the lot must be installed within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Declarant. Moreover, when seasonal limitations do not permit planting, erosion control measures

must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by Declarant in its sole discretion, and as otherwise may be required by applicable laws, rules, regulations and ordinances, and as otherwise provided in this Declaration. In no event shall any irrigation or other water system on any lot be permitted to draw or otherwise use water from any lakes or waterways within or adjacent to Sutherland, without the prior written consent of Declarant in its sole discretion. Declarant reserves the right to waive in its discretion all or any of the requirements of this Section 1(b) with respect to any lot.

(iii) In the event that the lot owner shall fail to diligently proceed with and/or complete the landscaping of the lot within the time frame established pursuant to the landscape plans therefor approved by Declarant, the lot owner shall, within fifteen (15) days after written notice from Declarant (or within such greater period as specified by Declarant considering seasonal limitations in Declarant's sole discretion), cause such landscaping to be completed in a good, workmanlike and professional manner. Should such lot owner fail to complete such landscaping within the applicable period provided above, Declarant may, in its sole discretion, elect to complete such landscaping on such lot in accordance with the approved plans therefor, and Declarant, its agents, employees and contractors, may enter upon the lot at any time and from time to time in connection therewith, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Declarant upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and shall bear interest until paid at the Reimbursement Rate, and Declarant shall have a lien on such lot to secure the payment thereof equal priority to the lien for assessments provided for in Article IV of this Declaration.

(c) Definitions.

(i) References to "Declarant" in this Declaration shall include any entity, person or association to whom Declarant may from time to time assign all or any of its rights under this Declaration, including rights of approval, whether on a permanent or temporary basis. Declarant, its successors and assigns shall have the right to so assign all or any such rights to the Community Association, which assignment the Community Association hereby irrevocably agrees to accept when executed by Declarant.

(ii) References to "structure" in this Declaration shall include, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including those currently called "satellite dishes"), dock, deck, swimming pools and tennis courts.

(d) No Occupancy Before Completion. No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of Declarant, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with the construction thereof and other improvements on the lot. No private water or sewage treatment systems shall be permitted in Sutherland.

**Section 2 Building Materials; Roof; Builder; Architectural Standards and Design Guidelines.****(a) Building Materials.**

(i) The exterior building material of all residences and structures on any lot shall extend to ground level, and the exterior building materials of all residences shall be brick, stone, brick veneer or stone veneer or a combination of same, or such other materials as shall hereafter be specified in the Supplementary Declaration, if any, or on any Plat. Declarant recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. Exposed smooth or brick mold-poured concrete walls shall not be permitted. All exterior paint and stain finishes and combinations and prefinished exterior materials, whether original application or later reapplication, must receive the prior written approval of Declarant.

(ii) Each lot owner and resident of Sutherland is hereby advised that rights of approval reserved by Declarant in this Declaration include, without limitation, the right of prior approval and specification, in its sole discretion, of the color, texture and appearance of all brick, stone and mortar to be used on the exterior of residences or other structures built on lots which abut or are adjacent to, or are in the vicinity of (as determined by Declarant in its sole discretion), portions of the common area on which entry walls, signature gates and/or entryways, or other walls and/or structures have been constructed.

(b) Roof Pitch. The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal, or such other plane(s) as shall otherwise be specified in any Supplementary Declaration or on any Plat. Declarant may waive the requirements of this Section 2(b) in its sole discretion in special cases where architectural design warrants or requires for proper perspective.

(c) Builder Approval. Declarant reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor, builder or other person or entity (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by or on behalf of any lot owner, to construct a residence on any lot, which approval must be obtained prior to the commencement of any such construction. No lot owner, unless an approved Builder, may construct a residence on the lot. Declarant reserves this right of prior approval because Sutherland is a planned community of high aesthetic and construction quality, with which the NTS name and reputation, and the name and reputation of Declarant and that of its affiliated and related entities, shall continue to be associated and identified, and further in an attempt to ensure (i) the maintenance of a high quality of construction within Sutherland, (ii) that the economic value of other lots and structures within Sutherland will not be impaired by the construction of residential structures not of the same or comparable quality as now exist in Sutherland, (iii) the maintenance of the existing high aesthetic quality of Sutherland, and (iv) a uniform subdivision, development, improvement and marketing program for Sutherland. Nothing contained in this Section 2 or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Declarant with regard to any matter whatsoever pertaining to any Builder, or of the value or quality of any lot, or any residence or other structure or improvement constructed thereon or otherwise within Sutherland.

(d) Architectural Standards. Declarant reserves the right to issue and modify from time to time architectural and other standards and design guidelines as a part of the Design Guidelines to assist lot owners in their initial design efforts prior to submitting plans and

specifications for approval pursuant to Section 1 hereof. All lot owners and their Builders and other contractors shall comply with the construction regulations portions, if any, of the Design Guidelines. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; work trailers; parking areas; outside storage; conduct and behavior of Builders, contractors, subcontractors and lot owners; the conservation of landscape materials; and fire protection.

(e) Finished Grade. The finished grade of the yard at the foundation wall of any residential structure on any lot shall be at least 36 inches above the level of the top of the curb of the street upon which the lot is located.

**Section 3. Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland (unless other minimum finished floor areas are otherwise specified with respect to any lot in any Supplementary Declaration or on any Plat applicable thereto):

(a) One-Story. The ground floor area of a one-story residence shall be a minimum of 2,600 finished and habitable square feet, exclusive of the garage.

(b) Two-Story. The ground floor area of a two-story residence shall be a minimum of 1,500 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 3,000 finished and habitable square feet.

(c) Others. All other housing designs shall contain a minimum of 3,000 finished and habitable square feet, exclusive of garage.

(d) Exclusions. Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3.

**Section 4. Setbacks.** No structure shall be located on any lot nearer to the front lot line, the side street line or other side lot lines, or to rear lot lines, than the minimum building setback lines shown or otherwise specified on any Plat, or in any Supplementary Declaration recorded with respect to any Phase, except that bay windows, chimneys, roof overhangs and steps may project into said areas, and open porches may project into said areas not more than six (6) feet, if permitted by applicable law and as shall be acceptable to Declarant. Declarant may from time to time vary the established building setback lines, and/or grant variances therefrom, in its sole discretion, where not in conflict with applicable zoning regulations or other applicable law.

**Section 5. Garages; Carports.**

(a) Openings. The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by Declarant in its sole discretion. All lots shall have at least a two car garage. No detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No Carports. No carport shall be constructed on any lot.

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

(a) Sod. Within sixty (60) days after the completion of construction of a residence, the lot owner shall grade and sod, and shall otherwise landscape, all remaining portions of the lot as provided on the landscape plan for such lot which has been approved pursuant to Section 1 of this Article III, including, without limitation, the portion of any lot or any areas adjacent

thereto, between the residence on the lot and the pavement of any abutting roadways, and each lot owner shall thereafter maintain (and replace, as necessary) all of the same in good health and in a neat, attractive and well-kept condition satisfactory to Declarant. Declarant in its sole discretion may lengthen or shorten the foregoing sixth (60) day period in consideration of weather conditions.

(b) Sidewalk. Each lot owner shall cause a concrete (or other material approved by Declarant in its sole discretion) sidewalk to be constructed on the lot at the location approved by Declarant and otherwise in accordance with all applicable governmental requirements, including, without limitation, curb cuts and extensions to the paved street(s) adjacent to the lot, as applicable, and, including on any right-of-way adjacent to such lot, as applicable, within one year from the date construction of a residence on 80% of the lots in the Phase which includes such lot has begun, as determined by Declarant, whether or not the lot owner has begun construction on that particular lot. Such sidewalk shall thereafter be maintained in good repair and condition by the lot owner, regardless of whether the sidewalk is located on the lot or within a right-of-way and/or easement adjacent to the lot. Any area labeled on a Plat as a "sidewalk easement" or "pedestrian access easement" shall be deemed to reserve in favor of the Declarant, its successors and assigns, and the Community Association, its successors and assigns, a perpetual pedestrian access easement over and through such area, and such area shall be deemed to be "Common Area" under this Declaration, subject to the maintenance of any sidewalk thereon by the lot owner as contemplated by this Section 6(b). Notwithstanding the foregoing, Declarant may elect to construct, or to cause the construction of, such sidewalks on such lots, at each lot owner's respective expense, and to invoice each lot owner for the cost thereof (which may include an overhead factor of 15%). Each lot owner shall pay the cost so invoiced within thirty (30) days after the issuance of such invoices by Declarant, and the costs as evidenced by such invoices shall constitute a charge upon the lots, shall bear interest at the Reimbursement Rate after the due date thereof, and Declarant shall have a lien on each such lot to secure the payment thereof, as well as all costs and expenses incurred in collecting or attempting to collect the same (including reasonable attorneys' fees and court costs), of equal priority with the lien for assessments provided for in Article IV of this Declaration.

(c) Driveway. Each lot owner shall concrete, brick or asphalt, or otherwise finish in a material or materials approved by Declarant, and thereafter maintain in good repair and condition, the driveway from the abutting street to the lot within thirty (30) days after substantial completion of a residence on such lot, as determined by Declarant; provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good repair and condition by the lot owner, regardless of whether located on the lot or within a right-of-way and/or easement adjacent to the lot.

(d) Trees. Each lot owner shall cause to be planted on the lot such trees as shall be required and otherwise approved pursuant to Section 1 of this Article III. No tree shall be removed from any lot subsequent to the implementation of the approved initial lot grading plan for such lot without the prior written approval of Declarant in its sole discretion.

(e) Default. Upon a lot owner's failure to comply with the provisions of this Section 6, Declarant may take or cause to be taken such action as may be necessary in Declarant's opinion to cause compliance therewith, without liability of Declarant, or any of its successors, assigns, officers, employees, stockholders, agents, servants or contractors, or affiliates or related entities (collectively, the "NTS Group"), to the lot owner or others for trespass or otherwise, and the lot owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with interest at the Reimbursement Rate, and Declarant shall have a lien on that lot and the improvements thereon

to secure the repayment of such amounts, which lien shall be of equal priority as the lien for assessments provided for in Article IV of this Declaration.

**Section 7. Mail and Paper Boxes.** Each lot owner is advised that Declarant shall require that a uniform mail box and paper holder (with uniform letters and numbers) be purchased directly from Declarant, a related entity, or a specified third party vendor, in order to ensure uniform use and appearance throughout Sutherland. No other mail boxes or paper holders, whether temporary or otherwise, shall be permitted on any lot.

**Section 8. Docks and Other Structures.** No dock, walkway, gazebo or other structure may be constructed in, projected into, or floated upon, any lake, pond or other body of water within or adjacent to Sutherland without the prior written approval of Declarant in its sole discretion.

**Section 9. Design Guidelines.** Notwithstanding anything to the contrary in this Declaration, Declarant reserves the right to reject any plans that do not comply with such architectural and other standards set forth in the Design Guidelines, as the same may be issued from time to time by Declarant.

**24. Section 2, Article IV.** Section 2, Article IV of the Declaration entitled "Lot Owners' Easements of Enjoyment" is hereby amended and restated in its entirety as follows:

**Section 2. Easements of Enjoyment.**

**(a) Common Area.**

(i) Every lot owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot, subject to the easements and other reservations set forth in this Declaration. Further, Declarant, and its successors and assigns, shall have a superior right and easement in gross for ingress, egress and access on and over, and use of, the common area for so long as Declarant, its successors or assigns owns any lot or any portion of the property subject to this or another declaration of covenants, conditions and restrictions applicable to Sutherland. The term "common area" as used in this Declaration means and refers to all of the following, and all facilities and amenities thereon designated by Declarant as a part of the "common area":

(1) All non-residential lots and areas which are shown on any Plat, unless expressly excluded on such Plat or otherwise designated or excluded as contemplated below;

(2) All areas shown and designated on any Plat, or on any other subdivision plat for any portion of the property subject to this Declaration filed by Declarant in the aforesaid Clerk's Office, as "common area," "common area," "open space" or the like, or as otherwise subject to the control and/or jurisdiction of the Community Association;

(3) All areas encumbered by easements reserved in favor of the Community Association on any Plat, in any Supplementary Declaration or otherwise on any other subdivision plat for, or any easement, leasehold or license in favor of the Community Association applicable to, any portion of the property subject to this Declaration, or any other real property, filed by

Declarant or with the express written consent of Declarant in the aforesaid Clerk's Office, subject to the terms thereof;

(4) All roads, streets and public rights-of-way on portions of the property subject to this Declaration, and all other streets, roads and public rights-of-way within Sutherland designated by Declarant or the Community Association, regardless of whether any of the same are dedicated to public use, and all street lights thereon, until such time as the same are accepted for maintenance by an applicable governmental authority to the satisfaction of Declarant and are relinquished by the Community Association;

(5) All areas designated in any Supplementary Declaration or on any Plat as a part of the "common area" or as "sidewalk and/or landscape" easements; and

(6) Such other areas of the property subject to this Declaration, and facilities thereon, as Declarant shall designate from time to time as a part of the "common area."

(ii) Any entranceways, gate houses, signature entrances, and other similar structures, and attendant lighting fixtures and landscaping, to or within Sutherland, and landscaped medians, although constructed and/or located in areas intended for or dedicated to public use, are also part of the common area subject to maintenance by the Community Association; provided, that any areas labeled on a Plat as a "Variable Easement for Installation and Maintenance of Entrance and Plantings" shall be deemed a perpetual easement reserved for such purposes, and for the lighting thereof and the construction of walls and signs thereon, in favor of Declarant, its successors and assigns.

(iii) Declarant and its successors and assigns, shall have the unfettered and unencumbered right to from time to time convey all or any portion of the common area and any of the facilities and amenities located thereon, in the then existing condition thereof, to the Community Association, as may be determined by Declarant in its sole discretion, and which conveyances the Community Association shall be obligated and hereby agrees to accept. Any such portion or portions of the common area to be conveyed in fee shall be conveyed by quit claim deed from Declarant to the Community Association, and any such portion or portions of the common area so conveyed shall be quitclaimed free and clear of all liens except for the lien of ad valorem taxes not yet due and payable and for such liens as are contemplated by this Declaration, and subject to all other matters of record.

(b) Reservations. The rights and easements of enjoyment granted pursuant to Section 2(a) above, and the provisions of Article II above, are further subject to the following:

(i) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities and other amenities situated upon the common area and to adopt rules and regulations with regard to the use of the common area. The Board of Directors of the Community Association (the "Board") may, as part of the operation of such facilities and amenities, permit nonresidents of Sutherland to use such facilities and amenities for an annual fee, or permit the occasional use thereof by nonresidents of Sutherland on a fee basis, in each

case determined by the Board and payable to the Community Association. Such users shall not be members of the Community Association.

(ii) The right of the Community Association to borrow money for the purpose of improving the common area, or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof, a mortgage encumbering all or any part of the common area.

(iii) The right of the Community Association to suspend the voting rights and the right to use the recreational facilities and other common area amenities by a lot owner for any period during which a violation of this Declaration by such lot owner or a resident of such lot exists, or any assessments or liens against the lot owner's lot or other sums due to the Community Association by such lot owner, remain unpaid, and for a period of time for any infraction of this Declaration and/or the rules and regulations of the Community Association.

(iv) The right of the Community 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 Board, and to grant permits and licenses as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under the common area, as may be deemed necessary or useful by the Board. Declarant may dedicate access, utility, drainage, water facility, service and other easements, rights and licenses on or over the common area, and any recreational facilities and other amenities thereon, owned by the Community Association at Declarant's sole discretion for so long as Declarant, its successors or assigns, owns any lot or any portion of the property subject to this Declaration or another similar declaration of covenants, conditions and restrictions applicable to Sutherland ("Additional Declaration").

(v) An easement in gross on and over the common area in favor of Declarant, its successors and assigns, for so long as Declarant, its successors or assigns, owns any lot or portion of the property subject to this Declaration or an Additional Declaration. Declarant, its successors and assigns, shall have the specific right to hold and/or sponsor home shows, such as Homerama, within Sutherland and to temporarily restrict portions of the common area and any facilities thereon from general use for duration of such shows, including the temporary closing of any streets and roads not accepted for public maintenance, and other streets and roads as may be permitted under applicable law. All rights and easements reserved to Declarant under or pursuant to this Declaration shall be superior to all other rights and easements otherwise granted to others under this Declaration.

(vi) Declarant shall be entitled to modify, restrict, and/or confirm any of the foregoing rights and easements provided for in this Section 2(b), and/or to grant additional rights and easements on or over the common area in favor of Declarant, its successors and assigns, by separate written instrument executed by Declarant and hereinafter recorded in the aforesaid Clerk's Office.

(c) Construction Mortgages. Declarant may from time to time construct certain recreational facilities and/or amenities on portions of the common area owned or to be owned

by the Community Association, and, in order to finance this construction and the development of Sutherland in general, Declarant shall have the right to subject all or any portion of the common area and any improvements thereon to the lien of a mortgage on terms acceptable to Declarant in its sole discretion.

**25. Section 4, Article IV.** Section 4, Article IV of the Declaration entitled "Community Association's Right of Entry" is hereby amended and restated in its entirety as follows:

**Section 4. Right of Entry.** The officers, employees, agents and authorized representatives of Declarant, the Community Association and the Board shall be entitled to reasonable access to the individual lots as may be required (a) 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, of any equipment, facilities or fixtures affecting or serving other lots and/or the common area, or to make any alteration required by any governmental authority, and (b) in connection with and reasonably related to the exercise and performance by Declarant, the Community Association or the Board of their respective rights and responsibilities pursuant to this Declaration, including, without limitation, the right of access to each lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the use thereof to inspect the lot for purpose of verifying conformance with this Declaration, whether in connection with the construction of improvements thereon in accordance with Article III of this Declaration, or otherwise.

**26. Section 5, Article IV.** Section 5, Article IV of the Declaration entitled "Assessments; Creation of the Lien and Personal Obligation" is hereby amended and restated in its entirety as follows:

**Section 5. Assessments; Lien and Personal Obligation.**

(a) **Payment.** Each lot owner, except Declarant, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to observe and conform to, and to cause the residents of the lot to observe and conform to, the provisions of this Declaration, and such lot owner further covenants and agrees, and incurs an obligation, to pay to the Community Association, except as otherwise provided in this Declaration, (i) annual assessments or charges, and (ii) special assessments, such assessments to be established and collected as provided in this Article IV. At the sole discretion and direction of Declarant or the Board, however, the Community Association shall not levy any assessment against any lot conveyed to a Builder (other than assessments with respect to such Builder's personal residence) until the first anniversary of such conveyance or the conveyance of the lot by the Builder, whichever first occurs, or until such other time as Declarant or the Board may elect. Declarant shall be responsible for the maintenance costs of the Community Association with respect to the Property, incurred over and above assessed amounts payable to the Community Association by the lot owners until Declarant transfers control of the Community Association and the Class B membership therein ceases, and Declarant shall be entitled to recoup any such accumulated funded deficit of the Community Association, now or hereafter existing, and whether funded in cash or in kind, from any excess or surplus funds generated prior to such transfer of control.

(b) **Charge and Lien.** The annual assessments and special assessments, together with interest thereon at the Reimbursement Rate, or such other rate of interest as shall be from time to time be determined by the Board not in excess of the maximum rate permitted by applicable law, and costs of collection and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity which was the lot owner of such lot at the time when the assessment fell due, and the personal obligation for delinquent assessments

shall pass jointly and severally on to such lot owner's successors in title, regardless of whether expressly assumed by such successors, and such delinquent assessments shall remain a charge on and continuing lien against the lot, which may be foreclosed by the Community Association.

**27. Section 10, Article IV.** Section 10, Article IV of the Declaration entitled "Date of Commencement of Annual Assessments; Due Dates" is hereby amended and restated in its entirety as follows:

**Section 10. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for in this Declaration shall begin as to any lot at the time the lot is initially conveyed by Declarant, its successors and assigns, to a person or entity other than any of the affiliated or related entities of Declarant, as determined by Declarant, unless otherwise provided in the Deed for such lot. The first annual assessment for a lot shall be adjusted according to the number of months remaining in the assessment year when the lot is so first conveyed.

**28. Section 11, Article IV.** Section 11, Article IV of the Declaration entitled "Effect of Nonpayment of Assessments; Remedies of the Community Association" is hereby amended and restated in its entirety as follows:

**Section 11. Effect of Nonpayment of Assessments; Remedies of the Community Association.** Any annual assessment or special assessment not paid by the due date thereof shall bear interest from the due date at the Reimbursement Rate. The Community Association may bring an action against the lot owner(s) and/or persons personally obligated to pay such assessment, and/or may foreclose the lien against the lot, and such interest, and costs and reasonable attorneys' fees of such action and/or foreclosure shall be added to the amount of such assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of the lot, or by claim of set-off.

**29. Section 12, Article IV.** Section 12, Article IV of the Declaration entitled "Subordination of the Lien to Mortgages" is hereby amended and restated in its entirety as follows:

**Section 12. Subordination of Assessment Lien to First Mortgage.** Annual assessments and special assessments under this Declaration shall constitute a charge upon each lot, and the lien of such assessments shall be subordinate to the lien of any first mortgage encumbering a lot in favor of a bona fide institutional lender, which mortgage encumbered the lot prior to the due dates of any such assessments. Sale or transfer of any lot shall not affect the assessment lien or other liens provided for in this Declaration.

**30. Section 15, Article IV.** A new Section 15, Article IV entitled "Lot Owner's Negligence" is hereby added to the Declaration to read as follows:

**Section 15. Lot Owner's Negligence.** In the event that the need for maintenance, repair, or replacement of the common area, or any portion thereof, is caused through or by the negligent or willful act or omission of any lot owner, or by any member of a lot owner's family, or by a lot owner's tenants, guests or invitees, then the expenses, costs and fees incurred by the Community Association for such maintenance, repair, or replacement, in the amount for which the lot owner or the lot owner's family members, tenants, guests, or invitees are liable under Kentucky law, shall be a personal obligation of such lot owner and shall constitute a charge upon and lien against the lot owner's lot of equal priority to the lien for assessments provided for in this Article IV, and, if not repaid to the Community Association within thirty (30) days after the Community Association gives notice to the lot owner of the total amount or amounts due from time to time, such lien may be enforced in accordance with applicable law.

31. **Section 16, Article IV.** A new Section 16, Article IV entitled "Recorded Easements" is hereby added to the Declaration to read as follows:

**Section 16. Recorded Easements.** The common area, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the common area, or any portion thereof, and to any other easements of record, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

32. **Section 1, Article V.** Section 1, Article V of the Declaration entitled "Enforcement" is hereby amended and restated in its entirety as follows:

**Section 1. Enforcement.**

(a) **Parties.** Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Declarant and/or the Community Association, or in the absence of any such action, by any lot owner (although Declarant and/or the Community Association shall at all times have the superior right to bring and/or assume and control the course of, as applicable, any such proceeding) against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any lot owner, Declarant or the Community Association to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such lot owner, Declarant and/or the Community Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by Declarant or the Community Association in connection with any such action, and all costs and expenses incurred by Declarant or the Community Association in connection therewith, shall constitute a lien upon the lot, of equal priority to the lien for assessments provided for in Article IV, and any award of damages received by any lot owner in connection with any such action shall accrue and inure to the sole benefit of and shall be paid to the Community Association.

(b) **Liens.** All liens created and/or imposed against any lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Kentucky law, including the judicial foreclosure thereof and sale of the lot encumbered thereby, with the lot owner and any other persons responsible therefor remaining liable for any deficiency.

33. **Section 3, Article V.** Section 3, Article V of the Declaration is hereby amended to delete the term "Springhurst" where the same appears and to substitute therefor the term "Sutherland". Further the following additional paragraphs are hereby added to Section 3, Article V to read as follows:

Notwithstanding any other provision of this Declaration, no cancellation, alteration or amendment of this Declaration shall in any event (i) affect or impair the rights, privileges or easements granted pursuant to this Declaration in favor of Declarant, its successors and assigns, LG&E and S.C. Bell or any other person or entity other than the lot owners, without the express written consent of the foregoing entities and such other persons and entities benefitted thereby, or (ii) change the method of assessment or the obligations or duties of the Community Association without the prior written consent of Declarant in its sole discretion.

Until the Declarant, its successors and assigns, conveys all lots and all Phases of Sutherland, and for so long as any portion of the property subject to this Declaration or an

Additional Declaration remains unplatted as Phases by Declarant, or until Declarant shall otherwise declare, each lot owner, by the acceptance for a deed for such lot, does automatically and irrevocably appoint the Declarant as the attorney-in-fact and proxy for such lot owner, in the name and stead of such lot owner, (i) to act for such lot owner in executing any document or taking any action to amend this Declaration and/or the Articles or Bylaws of the Community Association, as applicable, and (ii) to otherwise exclusively exercise all rights of such lot owner to vote as a member of the Community Association on all matters coming before the members of the Community Association, and to cast such vote as Declarant sees fit in its sole discretion. All actions so taken by the Declarant as such attorney-in-fact and proxy shall be fully binding upon the lot owner as if taken by the lot owner in its, his or her own name without acting through an attorney-in-fact and proxy. Such irrevocable appointment of Declarant as attorney-in-fact and proxy for each such lot owner is a power coupled with an interest.

34. **Section 7, Article V.** A new Section 7, Article V entitled "Notices" is hereby added to the Declaration to read as follows:

**Section 7. Notices.** Upon purchase of any lot, the purchaser thereof shall notify Declarant and the Community Association in writing, sent to the address of Declarant set forth above (or to such other address or to such other entity as shall be designated by Declarant and/or the Community Association, whether by notice to lot owners or by the filing of a statement and/or declaration in the aforesaid Clerk's Office), of such purchase and shall set forth in writing the then existing address of such purchaser and the lot purchased. Any notice required to be sent to any lot owner pursuant to the provisions of this Declaration shall be deemed to have been properly given upon personal delivery, or when mailed, by ordinary mail, post-paid, to the last known address of the person or entity which appears as the lot owner on the records of Declarant or of the Community Association at the time of such mailing, or as specified on the deed of the lot to such lot owner.

35. **Section 8, Article V.** A new Section 8, Article V entitled "Captions and Headings" is hereby added to the Declaration to read as follows:

**Section 8. Captions and Headings.** All captions and headings used in this Declaration are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

36. **Section 9, Article V.** A new Section 9, Article V entitled "Additional Rights of Declarant" is hereby added to the Declaration to read as follows:

**Section 9. Additional Rights of Declarant.** Notwithstanding any provisions contained in this Declaration to the contrary, so long as Declarant owns any lots or other portions of the property subject to this Declaration or an Additional Declaration, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the common area and facilities thereon, such activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of lots within Sutherland, including, without limitation, business offices, signs and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such activities shall include specifically the right to use any clubhouse, community center or similar facility which may be owned by the Community Association or otherwise be located on the common area for such purposes. Further, no person or entity shall be entitled to use the words "Sutherland", "Sutherland Subdivision" or "Sutherland Community Association," or any derivative of any of the foregoing, or logos used in connection therewith, in any printed, radio or television advertisements or programming, or other promotional materials, without the prior written consent of Declarant in its sole discretion; provided, however, that lot owners may use the terms "Sutherland", "Sutherland Subdivision" and the like

in printed or promotional matter where such term is used solely to specify that particular property is located within Sutherland.

37. **Section 10, Article V.** A new Section 10, Article V entitled "Reservation of Easement" is hereby added to the Declaration to read as follows:

**Section 10. Reservation of Easement.** Declarant hereby reserves, grants and conveys unto itself, its successors and assigns, a perpetual easement five (5) feet in width within and along the boundaries of each lot, plus rights of ingress and egress and access on and over each lot to such easement, for utility services, access, drainage, construction, grading, and fill, and such other use as Declarant shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Declarant, its successors and assigns, and of any lot or other portion of Sutherland, and other persons or entities, selected by Declarant in its sole discretion; provided, that sidewalks, driveways and other structures approved pursuant to Article III above, and utilities to serve such lot, shall be permitted to cross such easement.

38. **Section 11, Article V.** A new Section 11, Article V entitled "Declarant's Rights to Complete Development: is hereby added to the Declaration to read as follows:

**Section 11. Declarant's Rights to Complete Development.** No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development, construction, promotion, marketing, sale and leasing of lots developed from within Sutherland; to construct or alter improvements on any real property owned by Declarant, its successors and assigns, or any of their affiliated entities as determined by Declarant, within the boundaries of the property; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant, its successors and assigns, or owned by the Community Association within the boundaries of the property subject hereto or to an Additional Declaration; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of such property. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant to obtain approval for any matters whatsoever, including, without limitation, to: (a) excavate, cut, full or grade any property owned by Declarant, its successors and assigns, or to construct, alter, remodel, demolish or replace an improvements on any portion of the common area or any property owned by Declarant, its successors and assigns; or (b) use any structure on any portion of the common area or any property owned by Declarant, its successors and assigns, as a construction, model home or real estate sales or leasing office. Nothing in this Section 11 shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration, and Declarant shall be generally exempt from the application of the covenants, conditions and restrictions imposed by this Declaration except as it may from time to time elect in writing in its sole discretion.

39. **Section 12, Article V.** A new Section 12, Article V entitled "Declarant's Approval of Conveyances or Changes in Use of Common Area" is hereby added to the Declaration to read as follows:

**Section 12. Declarant's Approval of Conveyances or Changes in Use of Common Area.** The Community Association shall not, without first obtaining the prior written consent of Declarant, convey, mortgage, change or alter the use of the Common Area.

40. **Section 13, Article V.** A new Section 13, Article V entitled "Reservation of Additional Easements, Exceptions and Exclusions" is hereby added to the Declaration to read as follows:

**Section 13. Reservation of Additional Easements, Exceptions and Exclusions.** Declarant reserves to itself and hereby grants to the Community Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the common area for purposes including but not limited to streets,

paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of Sutherland for the best interest of the lot owners and the Community Association, in order to serve the lot owners within Sutherland as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant, as long as it does not unduly hamper the enjoyment of Sutherland, as built or expanded, by the lot owners.

41. **Section 14, Article V.** A new Section 14, Article V entitled "Drainage Easement" is hereby added to the Declaration to read as follows:

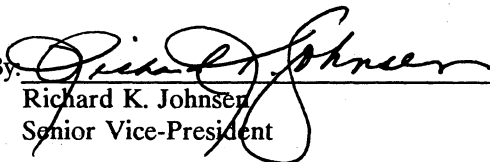
**Section 14. Drainage Easement.** An easement is hereby reserved to the Declarant and granted to the Community Association, and their respective officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under all lots and any portion of the common area for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the common area so as to improve the drainage of water on the common area. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the lot owners of their lots, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

42. **Joinder.** The Sutherland Community Association, Inc. joins herein for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Amendment.

43. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation  
f/k/a STM/Sutherland, Inc.

By:   
Richard K. Johnson  
Senior Vice-President



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (this "Annexation") is made, declared, and imposed as of the 7~~th~~ day of October, 1999, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

**B.** Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

**C.** Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

**D.** Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

**1. Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 270 through 276, inclusive, and Lots 278 through 283, inclusive, Sutherland, Phase 16, a plat of which is of record in Plat and Subdivision Book 45, Page 95, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated January 22, 1990, of record in Deed Book 5930, Page 709, all in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 270 through 276, inclusive, and Lots 278 through 283, inclusive, Sutherland, Phase 16:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 6, Article II of the Declaration - Duty to Maintain Lot.** With respect to the Property only, the following sentence shall be added to the end of each of Section 6(a) and Section 6(b) of Article II of the Declaration as follows:

"Notwithstanding anything to the contrary contained in this Section, and subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, clipping, mowing, pruning, cutting down or other destruction or removal of any

vegetation within the 50' Conservation Easement affecting Lots 273, 274, 275 and 276, as shown on the plat of Sutherland, Phase 16, shall be prohibited."

4. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.**

With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration. Provided, however, except as provided in that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, no trees may be planted within the 50' Conservation Easement affecting Lots 273, 274, 275 and 276, as shown on the plat of Sutherland, Phase 16."

5. **Modification of Section 6(a), Article III of the Declaration - Sod.** With respect to the Property only, the following sentence shall be added to the end of Section 6(a) of Article III of the Declaration as follows:

"Notwithstanding anything to the contrary contained in this Section, and subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, the area within the 50' Conservation Easement affecting Lots 273, 274, 275 and 276, as shown on the plat of Sutherland, Phase 16, shall not be disturbed."

6. **Conservation Easement and Declaration of Restrictions.** In addition to the restrictions and stipulations of the Declaration as modified and supplemented, including this Annexation, Lots 273, 274, 275 and 276, Sutherland, Phase 16, are also subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office.

7. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration and this Annexation shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

8. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the Property, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

9. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

10. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: Paul F. Dini

Title: Vice Pres.

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: Susan M. Howard

Title: Vice President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 1999, by Paul F. Dries, the Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: 9/7/2003

[Signature]  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 1999, by Susan m Howard, the Vice President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: 9/7/2003

[Signature]  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Timothy W Martin  
Timothy W. Martin, Esq.  
Brown, Todd & Heyburn, PLLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

**Recorded In Flat Book**

No. 45 Page 95

Part No. \_\_\_\_\_

Document No.: DN1999165835  
Lodged By: SUTHERLAND  
Recorded On: 10/07/1999 03:56:19  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: EVENAY

END OF DOCUMENT

DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION, PHASE I  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared and imposed as of the 16th day of June, 1993, by NTS/SUTHERLAND, INC., a Kentucky corporation f/k/a STM/Sutherland, Inc. (the "Declarant"), with principal office, place of business and mailing address at 10172 Linn Station Road, Louisville, Jefferson County, Kentucky 40223.

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 2(b), Article I, of the Declaration empowers Declarant in its sole discretion to annex real property to Sutherland and to subject such real property to the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Declarant with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below; and

WHEREAS, capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Annexation subject to the terms hereof, Declarant hereby amends the Declaration as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration the following described property:

BEING Lot 54, Sutherland Subdivision, as shown on the minor subdivision plat, approved by the Louisville and Jefferson County Planning Commission as No. 103-93, and attached to the instrument of record in Deed Book 6321 Page 69, in the Office of the Clerk of Jefferson County, Kentucky.

6-17-93  
76349

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. Joinder. The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provisions of this Annexation.

3. Reaffirmation. Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: *Quentin D. Johnson*  
Title: *Senior Vice President*

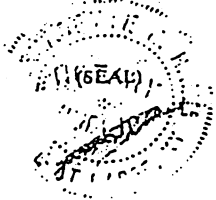
THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

*Quentin D. Johnson*  
Title: *Senior Vice President*

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1993, by Richard K. Johnson, the Senior Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: July 26, 1995



[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1993, by Richard K. Johnson, the Senior Vice President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: July 26, 1995



[Signature]  
NOTARY PUBLIC

This instrument prepared by:

[Signature]

Gregory A. Compton, Esq.  
NTS CORPORATION  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

76273

Document No: 1993076373  
Lodged By: GREENDALE DOLL  
Recorded On: Jun 17, 1993 11:32:55 A.M.  
Total Fees: \$10.50  
Transfer Tax: \$6.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

8

**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (this "Annexation") is made, declared, and imposed as of the 7<sup>th</sup> day of October, 1999, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

**A.** Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

**B.** Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

**C.** Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

**D.** Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE,** in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

**1. Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 288 through 292, inclusive, and Lots 295 through 299, inclusive, Sutherland, Phase 17, a plat of which is of record in Plat and Subdivision Book 45, Page 96, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated January 22, 1990, of record in Deed Book 5930, Page 709, all in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 288 through 292, inclusive, and Lots 295 through 299, inclusive, Sutherland, Phase 17:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 6, Article II of the Declaration - Duty to Maintain Lot.** With respect to the Property only, the following sentence shall be added to the end of each of Section 6(a) and Section 6(b) of Article II of the Declaration as follows:

"Notwithstanding anything to the contrary contained in this Section, and subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, clipping, mowing, pruning, cutting down or other destruction or removal of any

vegetation within the 50' Conservation Easement affecting Lots 288, 289 and 290, as shown on the plat of Sutherland, Phase 17, shall be prohibited."

**4. Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.**

With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration. Provided, however, except as provided in that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, no trees may be planted within the 50' Conservation Easement affecting Lots 288, 289 and 290, as shown on the plat of Sutherland, Phase 17."

**5. Modification of Section 6(a), Article III of the Declaration - Sod.** With respect to the Property only, the following sentence shall be added to the end of Section 6(a) of Article III of the Declaration as follows:

"Notwithstanding anything to the contrary contained in this Section, and subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office, the area within the 50' Conservation Easement affecting Lots 288, 289 and 290, as shown on the plat of Sutherland, Phase 17, shall not be disturbed."

**6. Conservation Easement and Declaration of Restrictions.** In addition to the restrictions and stipulations of the Declaration as modified and supplemented, including this Annexation, Lots 288, 289 and 290, Sutherland, Phase 17, are also subject to the terms and provisions of that certain Conservation Easement and Declaration of Restrictions of record in Deed Book 7308, Page 802, in the aforesaid Clerk's Office.

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by Paul F. Dries, the Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: 9/7/2003

[Signature]  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by Susan M Howard, the Vice President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: 9/7/2003

[Signature]  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

[Signature]  
Timothy W. Martin, Esq.  
Brown, Todd & Heyburn, PLLC  
400 West Market Street  
Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

**Recorded In Plat Book**

No. 45 Page 96  
Part No. \_\_\_\_\_

Document No.: DN1999165837  
Lodged By: SUTHERLAND  
Recorded On: 10/07/1999 03:57:22  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: EVENAY

**END OF DOCUMENT** -5-

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF ANNEXATION

SUTHERLAND SUBDIVISION, PHASE I JEFFERSON COUNTY, KENTUCKY

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF ANNEXATION (the 'Annexation') is made, declared and imposed as of the 29th day of November, 1993, by NTS/SUTHERLAND, INC., a Kentucky corporation f/k/a STM/Sutherland, Inc. (the 'Declarant'), with principal office, place of business and mailing address at 10172 Linn Station Road, Louisville, Jefferson County, Kentucky 40223.

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, in the Office of the Clerk of Jefferson County, Kentucky (as amended, the 'Declaration'), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 2(b), Article I, of the Declaration empowers Declarant in its sole discretion to annex real property to Sutherland and to subject such real property to the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Declarant with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below; and

WHEREAS, capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Annexation subject to the terms hereof, Declarant hereby amends the Declaration as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled 'Existing Property' is hereby amended to add thereto as real property subject to the Declaration the following described property:

39-94  
29998

BEING Lots 55 through 64, inclusive, Sutherland, Phase 2, a plat of which is of record in Plat and Subdivision Book 40, Page 59, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. Subdivision Name. Sections 2(a) and (b), Article I, of the Declaration provides that Developer intends to develop a community to be known as Sutherland. To more accurately reflect the larger scope of the development, as evidenced by the annexation herein of additional real property to the Declaration, the title of the Declaration is hereby changed to 'Declaration of Covenants, Conditions and Restrictions, Sutherland Subdivision, Jefferson County, Kentucky.'

3. Joinder. The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provisions of this Annexation.

4. Reaffirmation. Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature] Title: S.M. V.R.





NTS



# SUTHERLAND

DATE: \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of a copy of the Sutherland Subdivision, Phase I Declaration of Covenants, Conditions and Restrictions, as amended, and a copy of the record plat for Lot # \_\_\_\_\_ located in Sutherland Subdivision, Phase \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



DECLARATION OF ANNEXATION  
 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 SUTHERLAND SUBDIVISION  
 JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SUTHERLAND SUBDIVISION, JEFFERSON COUNTY, KENTUCKY (the "Annexation") is made, declared and imposed as of the 29<sup>th</sup> day of November, 1993, by NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc. (the "Declarant"), with principal office, place of business and mailing address at 10172 Linn Station Road, Louisville, Jefferson County, Kentucky 40223.

WITNESSETH:

39-94  
 29498

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 645, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426 Page 645, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 2(b), Article I, of the Declaration empowers Declarant in its sole discretion to annex real property to Sutherland and to subject such real property to the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Declarant with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below; and

WHEREAS, capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Annexation subject to the terms hereof, Declarant hereby amends the Declaration as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration the following described property:

39-94  
 29507

BEING Lots 66 through 85, inclusive, Sutherland, Phase 3, a plat of which is of record in Plat and Subdivision Book 40, Page 60, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. Joinder. The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provisions of this Annexation.

3. Reaffirmation. Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature]  
 Title: Sec. V. P.

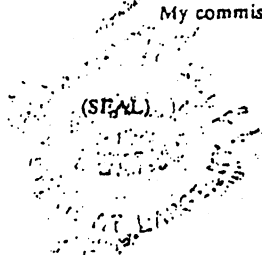
THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]  
Title: President

COMMONWEALTH OF KENTUCKY )  
  ) SS:  
COUNTY OF JEFFERSON         )

The foregoing instrument was acknowledged before me this 29th day of November, 1993, by RICHARD K. JOHANSEN, the SENIOR VICE PRESIDENT of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: 1/12/97

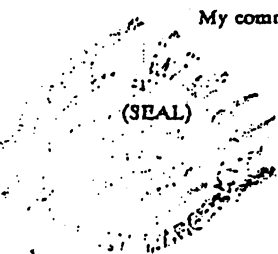


[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
  ) SS:  
COUNTY OF JEFFERSON         )

The foregoing instrument was acknowledged before me this 29th day of November, 1993, by J. THOMAS LYNCH, the PRESIDENT of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: 1/12/97



[Signature]  
NOTARY PUBLIC

This instrument prepared by:

[Signature]  
Gregory A. Compton, Esq.  
NTS CORPORATION  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

29512

Document No: 1994029512  
Lodged By: BREENBAUM DOLL  
Recorded On: Mar 09, 1994 09:18:35 A.M.  
Total Fees: \$10.50  
Transfer Tax: \$ .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END OF DOCUMENT

[Signature]

7

DECLARATION OF ANNEXATION  
 SUTHERLAND SUBDIVISION  
 JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared and imposed as of the 2nd day of November, 1994, by NTS/SUTHERLAND, INC., a Kentucky corporation (k/a SIM/Sutherland, Inc. (the "Declarant"), with principal office, place of business and mailing address at 10172 Linn Station Road, Louisville, Jefferson County, Kentucky 40223.

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 2(b), Article I, of the Declaration empowers Declarant in its sole discretion to annex real property to Sutherland and to subject such real property to the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Declarant with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below; and

WHEREAS, capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Annexation subject to the terms hereof, Declarant hereby amends the Declaration as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration the following described property:

BEING Lot 86, Sutherland Subdivision, as shown on the minor subdivision plat, approved by the Louisville and Jefferson County Planning Commission as No. 310-94, and attached hereto and made a part hereof.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. Joinder. The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provisions of this Annexation.

3. Reaffirmation. Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, (k/a SIM/Sutherland, Inc.

By: [Signature]  
 Title: Senior Vice President

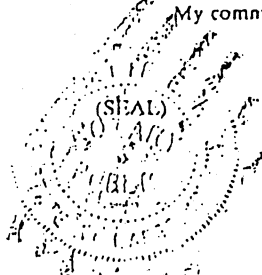
THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]  
 Title: Senior Vice President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 1994, by J. Thomas Lynch, the Secretary/President of NTS/Sutherland, Inc., a Kentucky corporation, I/A/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: July 26, 1995

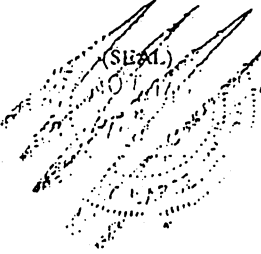


[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 1994, by J. Thomas Lynch, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: July 26, 1995

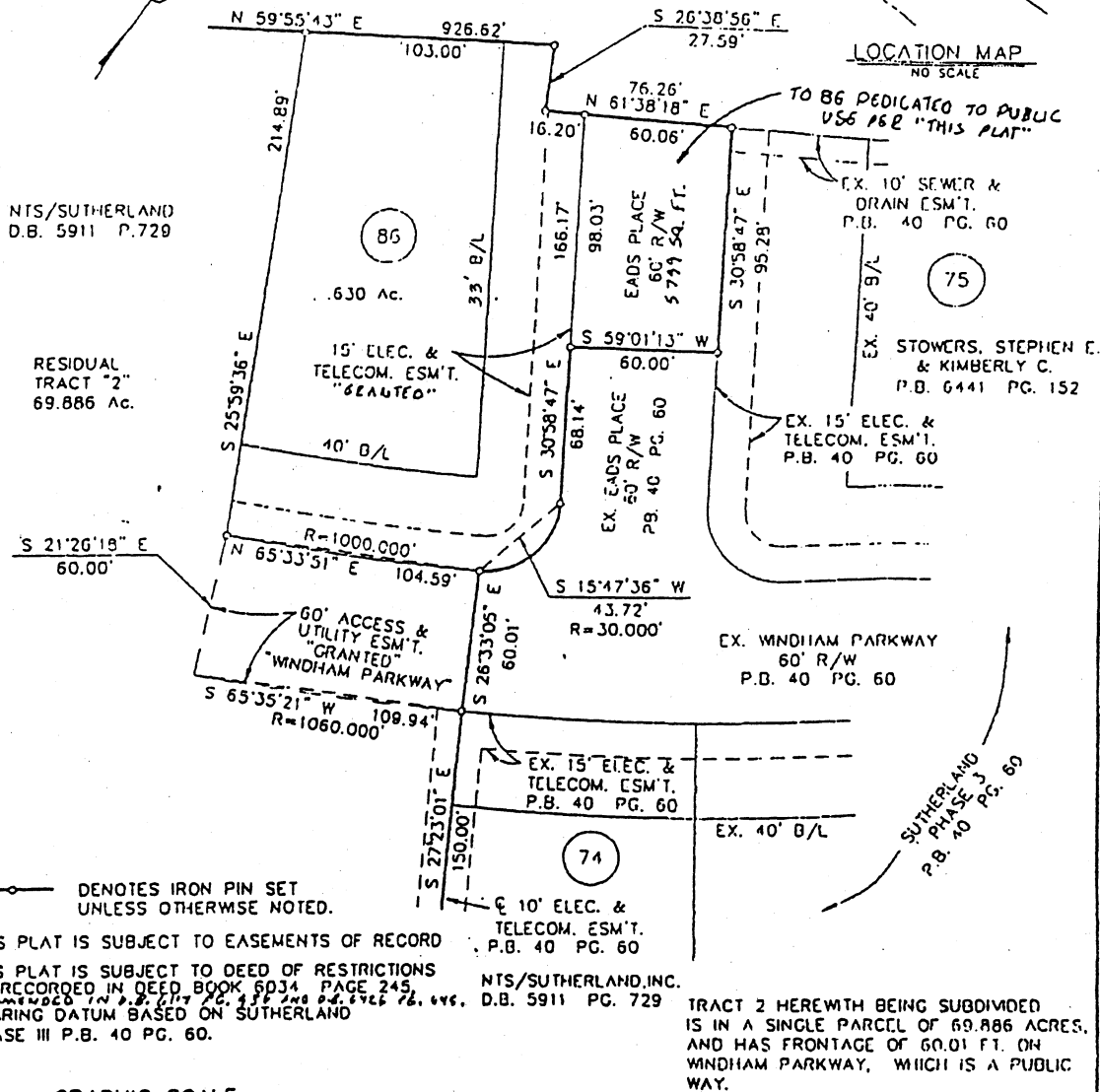
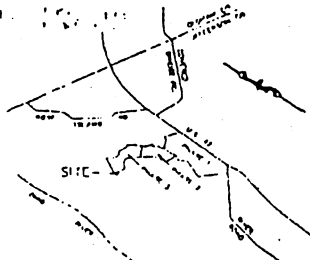


[Signature]  
NOTARY PUBLIC

This instrument prepared by:

Gregory A. Compton, Esq.  
Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

JOE D. CROSS  
D.B. 6432 PG. 776



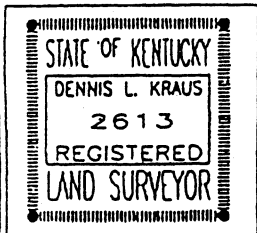
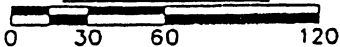
—○— DENOTES IRON PIN SET  
UNLESS OTHERWISE NOTED.

THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD

THIS PLAT IS SUBJECT TO DEED OF RESTRICTIONS  
AS RECORDED IN DEED BOOK 6034 PAGE 245,  
BEARING DATUM BASED ON SUTHERLAND  
PHASE III P.B. 40 PG. 60.

TRACT 2 HEREWITH BEING SUBDIVDED  
IS IN A SINGLE PARCEL OF 69.886 ACRES,  
AND HAS FRONTAGE OF 60.01 FT. ON  
WINDHAM PARKWAY, WHICH IS A PUBLIC  
WAY.

GRAPHIC SCALE



I hereby certify that the survey for this plot was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.

*Dennis L. Kraus* 10/6/94  
Land Surveyor License No. 2613 Date

DOCKET NO. 310-74  
Approved this 28<sup>th</sup> day of Oct., 1994.

LOUISVILLE AND JEFFERSON COUNTY  
PLANNING COMMISSION

*D. M. Infield*  
MINOR SUBDIVISION PLAT

FOR: NTS/SUTHERLAND, INC.  
10172 LINN STATION RD.  
LOUISVILLE, KENTUCKY 40223  
TAX BLOCK 2617, LOT 4  
D.B.5911 P.729

SABAK, WILSON & LINGO INC.  
Engineers, Landscape Architects & Planners  
315 West Market Street  
Louisville, Kentucky 40202

LOCATION: TERMINUS OF WINDHAM PARKWAY  
JEFFERSON COUNTY, KENTUCKY

DATE: 9-22-94 SCALE: 1"=60'  
JOB NO.: 1298-86MP

PLAT APPROVAL	
No present objections as submitted. Must comply with Jefferson County Ordinance #28 subject to construction review and approval.	
DATE:	10/6/94
BY:	Lennard H. Hill
FILE DISTRICT:	Harold Creek
COMMENTS:	

LOUISVILLE AND JEFFERSON COUNTY  
HEALTH DEPARTMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMANCE WITH THE HEALTH DEPARTMENT'S REGULATIONS AND ORDINANCES.

10-6-94

Judy D. Leavelle

No need for sanitary or storm sewer

**METROPOLITAN SEWER DISTRICT REVIEW**

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

<u>Mark H. Suter</u>	<u>10/6/94</u>
Storm Drainage Review	Date
<u>He. Mae Suter</u>	<u>10/6/94</u>
Sanitary Sewer Review	Date

**MINOR PLAT APPROVAL**

JEFFERSON COUNTY  
DEPT. OF PUBLIC WORKS

BY: M. T. Brown

DATE: 10-6-94

EASEMENT, RESTRICTIONS AND MAINTENANCE REQUIREMENTS  
FOR 2 LOTS ON MINOR PLAT

THIS INSTRUMENT made and entered into on this \_\_\_\_ day of October, 1994 by the undersigned Owners, NTS/Sutherland, Inc., per Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Clerk of Jefferson County, Kentucky, confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of Lot B6 and Residual Tract "2" are hereby granted the non-exclusive easement shown on the attached plat for ingress and egress across the property designated as Proposed 60' Access Easement, Windham Parkway on said plat. Said easement shall be for the benefit of said owners or occupants, their guests, and invitees, and NTS/Sutherland, Inc., its successors and assigns.

2. The rights conveyed by said easement are limited to such as is customarily incidental to single family residential usage of the lot.

3. All costs or expenses incidental to the maintenance, repair, or rebuilding of said road so as to keep it in a good and passable condition comparable to existing Windham Parkway as shown on the plat, shall be borne by NTS/Sutherland, Inc.

4. The road shall not be dedicated to or maintained by the public except by agreement of NTS/Sutherland, Inc. and approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road. Upon dedication and acceptance of the road as a public road, this easement shall terminate and be of no further force or effect. Prior to any such dedication, NTS/Sutherland, Inc. and Owner shall be responsible for and shall promulgate all rules and regulations relating to the manner of use of the road, including, but not limited to, speed limits, parking restrictions, weight limits or other use of the paved or unpaved portion of the easement, including the establishment of easements for water, gas, electricity, sewers, drainage, telephone, cable television and other communication media.

5. The provisions of this document may not be modified except by agreement of NTS/Sutherland, Inc. and approval of the Louisville and Jefferson County Planning Commission.

6. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.

7. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signatures of the owners of said lots as of the day, month and year set out above.

NTS/Sutherland, Inc.

Owner

By: [Signature]

Title: Sr Vice President

State of Kentucky )  
                          ) 88  
County of Jefferson )

I, Kathy L. Hargaden, a notary public in and for the County and Commonwealth aforesaid, do hereby certify the foregoing instrument was this day presented to me by Gregory A. Gington, the Senior Vice President of NTS/Sutherland, Inc. who acknowledged it to be the free act and deed of that person on behalf of said corporation and limited partnership. Witness my hand this 6<sup>th</sup> day of October, 1994.

Notary Public, State at Large, KY  
My Commission Expires Nov. 19, 1997

My Commission expires on \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

138759

(SEAL)

This instrument prepared by:

\_\_\_\_\_  
(Signature)  
NTS Corporation  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Document No: 1994138759  
Lodged By: GREENBAUM DOLL  
Recorded On: Nov 03, 1994 01:58:10 P.M.  
Total Fees: \$20.00  
Transfer Tax: \$1.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: KATHYL

CERTIFICATE OF RESERVATION OF ELECTRIC & TELECOMMUNICATION EASEMENTS

The spaces outlined by dashed lines and marked "electric and telecommunication easement" are hereby reserved as easements for electric and telecommunication utility purposes which include: (1) the right of ingress and egress across all lots, access areas, and ways to and from the easement; (2) the right to cut down or trim any trees within the easement; (3) the right to trim or cut down any trees outside easement area within 10' of the closest conductor within the easement or a public way; (4) the right to cut down or trim any trees on private property that may be so defective as to present a hazard to the utility lines after reasonable notice to the property owner; (5) the right of any utility company using said easements to remove permanent structures or obstructions within the easement. No permanent structures shall be erected within the easement. Fences, shrubbery, and gardens may occupy easement area at property owner's risk. The developer is to remove all trees that may interfere with the original construction of the electric lines and telecommunication lines to serve this subdivision.

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

Appropriate easements are hereby dedicated and reserved to each property owner together with the right 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.

(B) The electric and telecommunication easements shown on this plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade of elevation thereof shall be made by any person or lot owner without the consent in writing of the Louisville Gas and Electric Company and BellSouth Telecommunications, Inc.

(C) 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 areas, outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate point in any electric easement.

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.

(D) Above ground telecommunication facilities and pedestals may be installed at appropriate points in any telecommunication easement.

NOTE:

Also the right to overhang lots with service wires to serve adjoining lots.

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of NTS/Sutherland, Inc.

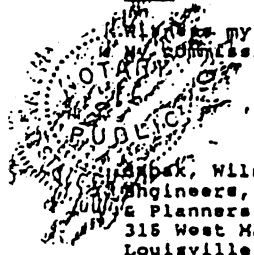
OWNER NTS/Sutherland, Inc.  
BY: [Signature]  
TITLE: Senior President

State of Kentucky )  
County of Jefferson )

I, Kathy L. Harguslon, a Notary Public in and for the County aforesaid, do certify the foregoing plat of NTS/Sutherland, Inc. was this day presented to me by Gregory A. Comp-ton together with the Certificate of Ownership and Dedication shown thereon, which he executed in my presence and acknowledged to be his free act and deed.

Witness my hand and seal this 6th day of October, 1994.  
My commission expires on the 19th day of November, 1997.

NOTARY PUBLIC Kathy L. Harguslon



Spax, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Ky. 40202

FOR: NTS/SUTHERLAND, INC.  
10172 Linn Station Road  
Louisville, Ky.  
TAX BLOCK: 2617 LOT. 4  
D.B. 5911, P. 729  
LOCATION: TERMINUS OF WINDHAM PARKWAY  
JEFFERSON CO., KY

DATE: 10-5-94 JOB NO: 1298-86MP  
SHEET 1 OF 4



DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the 30th day of November, 1994, by (1) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

P R E L I M I N A R Y   S T A T E M E N T:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 87 through 97, inclusive, Sutherland, Phase 10A, a plat of which is of record in Plat and Subdivision Book 41, Page 47, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas. With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. Minimum Finished Floor Areas. The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 10A:

(a) One-Story. The ground floor area of a one-story residence shall be a minimum of 2,600 finished and habitable square feet, exclusive of the garage.

(b) Two-Story. The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) Others. The ground floor area of all other housing designs shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(d) Exclusions. Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 2."

3. Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans. With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. Survival. The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

5. Definitions. Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. Joinder. The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. Reaffirmation. Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 1994, by Gregory A. Compton, the President of The Sutherland Community Association, Inc., a Kentucky nonprofit corporation, for and on behalf of said corporation.

My commission expires: 10/15/98

Jessie M. Husonky  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton  
Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

150379

Recorded In Flat Book  
No. 41 Page 42  
Part No. \_\_\_\_\_

Document No: 1994150379  
Lodged By: GREENBAUM DOLL  
Recorded On: Dec 02, 1994 02:03:01 P.M.  
Total Fees: \$16.00  
Transfer Tax: \$6.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: SHERRI

END OF DOCUMENT 5-



THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS

SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared and imposed as of the 24th day of September, 1995, by NTS/SUTHERLAND, INC., a Kentucky corporation f/k/a STM/Sutherland, Inc. (the "Declarant"), with principal office, place of business and mailing address at 10172 Linn Station Road, Louisville, Jefferson County, Kentucky 40223.

**WITNESSETH:**

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration; and

WHEREAS, Section 2(b), Article I, of the Declaration empowers Declarant in its sole discretion to annex real property to Sutherland and to subject such real property to the Declaration; and

WHEREAS, Section 3, Article V, of the Declaration charges and empowers Declarant with primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration; and

WHEREAS, with such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below to correct a typographical error in the Declaration; and

WHEREAS, pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration; and

WHEREAS, capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, which are incorporated into this Annexation subject to the terms hereof, Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration the following described property (the "Property"):

BEING Lots 98 through 113, inclusive, Sutherland, Phase 10B, a plat of which is of record in Plat and Subdivision Book 42, Page 7, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, and by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, both in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 10B:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,600 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Correction of Typographical Error.** Paragraph 23 of that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, Sutherland Subdivision, Phase I, Jefferson County, Kentucky, dated October 31, 1991, of record in Deed Book 6117, Page 936, in the Office of the Clerk of Jefferson County, Kentucky (the "First Amendment"), amended and restated Article III of the Declaration entitled "Architectural Control." The heading of the amended and restated section was inadvertently shown as "ARTICLE II - ARCHITECTURAL



BOOK 06649 0085

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 29th day of September, 1995, by J. Thomas Lynch, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton  
Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

122342

**Recorded In Flat Book**

No. 42 Page 7  
Part No. \_\_\_\_\_

Document No: 1995122342  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Oct 09, 1995 01:36:10 P.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

**END OF DOCUMENT**



DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the 29th day of September, 1995, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649 Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration. 10-9-9.  
122346

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 115 through 131, inclusive, Sutherland, Phase 13, a plat of which is of record in Plat and Subdivision Book 42, Page 8, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, and by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, both in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 13:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,600 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.



COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 24th day of September, 1995, by J. Thomas Lynch, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

This instrument prepared by:

Gregory A. Compton  
Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded in Plat Book  
No. 42  
Page No. 8

122351

Document No: 1995122351  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Oct 09, 1995 01:38:33 P.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

END OF DOCUMENT



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the 15<sup>th</sup> day of November, 1995, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 132 through 147, inclusive, Sutherland, Phase 4, a plat of which is of record in Plat and Subdivision Book 42, Page 18, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 4:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.



BOOK 06667 0142

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 15th day of November, 1995, by J. Thomas Lynch, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

(SEAL)

Susan M Howard  
NOTARY PUBLIC

This instrument prepared by:

Gregory A. Conroy

Gregory A. Conroy, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded in Flat Book  
No. 42 Page 18  
Date Nov 16, 1995

142363

Document No: 1995142363  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Nov 16, 1995 10:47:13 A.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: CHERYL

END OF DOCUMENT



DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 12<sup>th</sup> day of June, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 148 through 153, inclusive, Sutherland, Phase 5, a plat of which is of record in Plat and Subdivision Book 42, Page 50, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.


3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: 

Title: Exec. Vice Pres.

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: 

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 12th day of June, 1996, by Bradley J. DeVries, the Exec. Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 12th day of June, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

**Recorded in Flat Book**

42 50

Page

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

79387

Document No: 1996079387  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Jun 14, 1996 11:24:22 A.M.  
Total Fees: \$12.00  
Transfer Tax: \$ .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: PAT

*JS*

**END OF DOCUMENT**



**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 12<sup>th</sup> day of June, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82; all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 148 through 153, inclusive, Sutherland, Phase 5, a plat of which is of record in Plat and Subdivision Book 42, Page 50, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature]

Title: Exec. Vice Pres.

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 12th day of June, 1996, by Bradley J. DeVries, the Exec. Vice Pres. of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 12th day of June, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

**Recorded in Flat Book**

42 50  
Part 24

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

179387

Document No: 1996079387  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Jun 14, 1996 11:24:22 A.M.  
Total Fees: \$12.00  
Transfer Tax: 9.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: PAT

*JS*

**END OF DOCUMENT**

**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 10th day of September, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below:

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 41B, 46B, 46C and 47B, as shown on the minor subdivision plat, approved by the Louisville and Jefferson County Planning Commission as No. 191-96, attached hereto and made a part hereof:

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2: **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature]

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 10th day of September, 1996, by Bradley J. DeYries, the Executive Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

(SEAL)

[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 16th day of September, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

— DENOTES IRON PIN SET (UNLESS NOTED OTHERWISE)

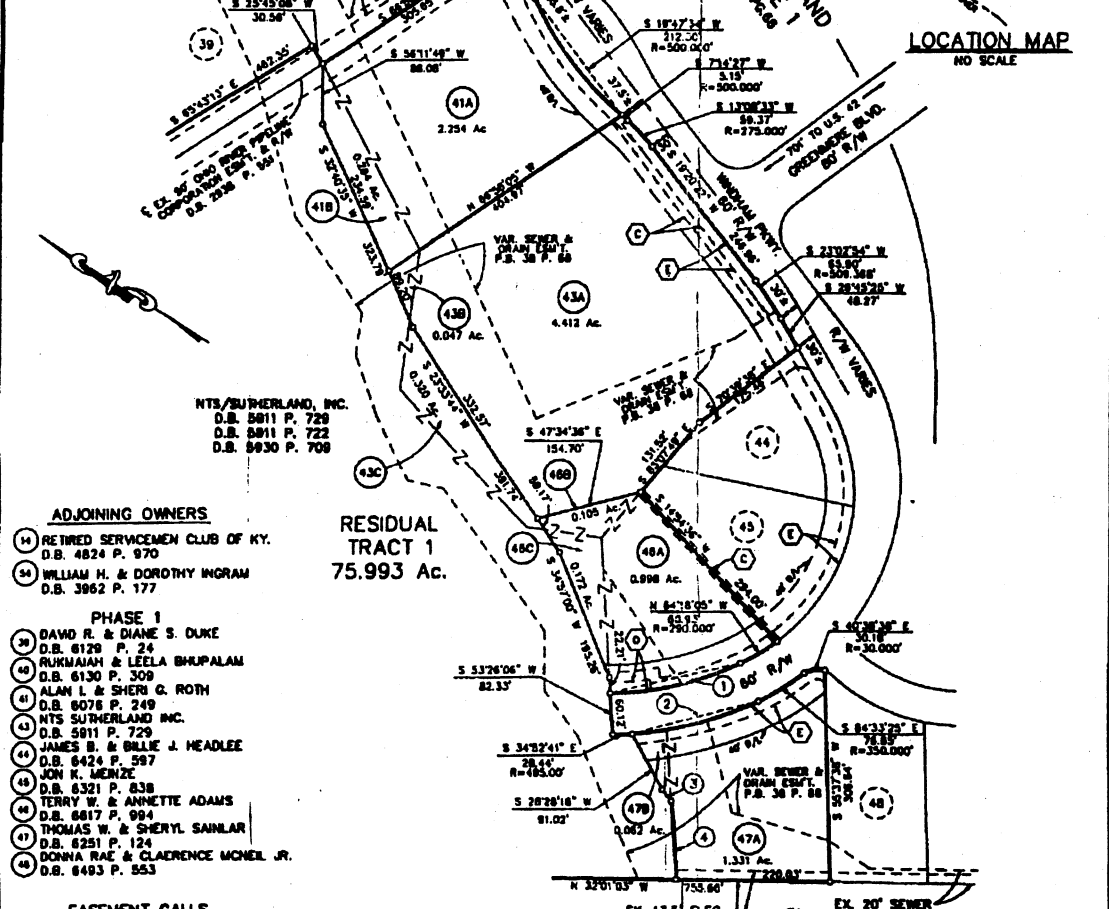
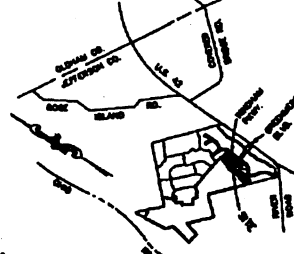
NOTES:

- 1) BEARING DATA BASED ON SUTHERLAND PHASE 1 RECORD PLAT P.B. 38, P. 68.
- 2) THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD.

THE RESIDUAL LAND OF TRACT 1 HERewith BEING SUBDIVIDED IS IN A SINGLE PARCEL OF 75.993 ACRES AND HAS FRONTAGE OF 774± FEET ON WALNUT RIDGE CIRCLE, WINDHAM PARKWAY, DUROC AVENUE AND BASS AVENUE WHICH ARE PUBLIC WAYS.

LOT AREAS REVISED

- 41 REVISED 2.538 Ac.
- 43 REVISED 4.459 Ac.
- 46 REVISED 1.275 Ac.
- 47 REVISED 1.393 Ac.



ADJOINING OWNERS

- (14) RETIRED SERVICEMEN CLUB OF KY. D.B. 4824 P. 970
- (34) WILLIAM H. & DOROTHY INGRAM D.B. 3862 P. 177

PHASE 1

- (38) DAVID R. & DIANE S. DUKE D.B. 6129 P. 24
- (40) RUKMAJAH & LEELA BHUPALAM D.B. 6130 P. 309
- (41) ALAN L. & SHERI G. ROTH D.B. 6076 P. 249
- (42) NTS SUTHERLAND INC. D.B. 5911 P. 729
- (44) JAMES B. & BILLIE J. HEADLEE D.B. 6424 P. 597
- (45) JON K. MEMIZE D.B. 6321 P. 838
- (46) TERRY W. & ANNETTE ADAMS D.B. 6817 P. 994
- (47) THOMAS W. & SHERYL SAINLAR D.B. 6251 P. 124
- (48) DONNA RAE & CLARENCE MCNEIL JR. D.B. 6493 P. 553

EASEMENT CALLS

- (A) EX. 10' SEWER & DRAIN ESM'T. P.B. 40 P. 59
- (B) EX. VAR. SEWER & DRAIN ESM'T. P.B. 40 P. 59
- (C) EX. 10' SEWER & DRAIN ESM'T. P.B. 38 P. 68
- (D) EX. 15' GAS EASEMENT P.B. 38 P. 68
- (E) EX. 15' ELEC. & TELE. ESM'T. P.B. 38 P. 68
- (F) EX. 15' ELEC. & TELE. ESM'T. P.B. 40 P. 59

BEARINGS & DISTANCES

- (1) N 43°31'16" W 192.00' R=425.000'
- (2) S 47°23'51" E 188.78' R=485.000'
- (3) S 10°58'10" W 21.47'
- (4) S 63°28'10" W 118.37'

GRAPHIC SCALE

0 50 100 200 400

LAND SURVEYOR'S CERTIFICATE

I hereby certify that the survey for this plot was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.



*Dennis L. Kraus* 9/10/96  
 Land Surveyor License No. 2613 Date  
 SABAK, WILSON & LINGO INC.  
 Engineers, Landscape Architects & Planners  
 315 West Market Street  
 Louisville, Kentucky 40202

CERTIFICATE OF APPROVAL

Approved this 10<sup>th</sup> day of Sept 1996.

LOUISVILLE AND JEFFERSON COUNTY PLANNING COMMISSION

*Matthew W. Hermin*

Docket No. 191-76  
 MINOR SUBDIVISION PLAT

FOR: NTS, SUTHERLAND, INC. D.B. 5911 PG. 729, D.B. 5911 PG. 722 & D.B. 5930 PG. 709  
 10172 LINN STATION RD. LOU. KY. 40223  
 TAX BLOCK 2617, LOT 4  
 ALAN L. & SHERI G. ROTH D.B. 6076 PG. 249  
 7116 WINDHAM PARKWAY LOU. KY. 40059  
 TAX BLOCK 2617, LOT 41  
 TERRY W. & ANNETTE ADAMS D.B. 6817 PG. 994  
 6810 WINDHAM PARKWAY LOU. KY. 40059  
 TAX BLOCK 2617, LOT 46  
 THOMAS W. & SHERYL SAINLAR D.B. 6251 PG. 124  
 6809 WINDHAM PARKWAY LOU. KY. 40059  
 TAX BLOCK 2617, LOT 47

LOCATION: TERMINUS OF WINDHAM PARKWAY  
 JEFFERSON COUNTY, KENTUCKY

DATE: 4-17-96 SCALE: 1"=200'  
 REV: 6-28-96  
 REV: 9-10-96  
 DWG. No. 129BMP14 JOB No. 1298

MINOR PLAT  
APPROVED  
JEFFERSON COUNTY  
DEPT. OF PUBLIC WORKS  
BY: M/S  
DATE: 6-28-96

METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

[Signature] 6-28-96  
Storm Drainage Review Date

[Signature] \_\_\_\_\_  
Sanitary Sewer Review Date

191-96



I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

[Signature], Exec. Vice President  
OWNER

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of NTS/Sutherland, Inc. D.B. 5911 PG. 722, D.B. 5911 PG. 729, D.B. 5930 PG. 709 and does hereby dedicate to public use N/A shown thereon.

[Signature], Exec. Vice President  
OWNER

ADDRESS

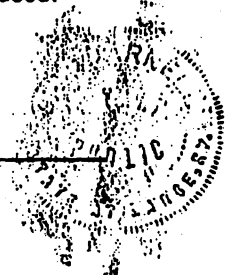
TITLE

State of Kentucky )  
                          )SS  
County of Jefferson )

I, Jay Darnell, a notary public in and for the County aforesaid, do certify that the foregoing plat of NTS/Sutherland, Inc. was this day presented to me by Bradley D. Davies, known to me, who executed the Certificate in my presence and acknowledged it to be his free act and deed.

Witness my hand and seal this 17<sup>th</sup> day of June, 1996.  
My commission expires on the 21<sup>st</sup> day of May, 1998.

Jay Darnell  
NOTARY PUBLIC



Sabak, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Kentucky 40202

MINOR SUBDIVISION PLAT  
FOR: NTS/Sutherland, Inc. D.B. 5911 P. 729  
D.B. 5911 P. 722 & D.B. 5930 P. 709  
10172 Linn Station Road  
Louisville, Kentucky 40223  
Tax Block 2617, Lot 4  
LOCATION: Terminus of Windham Parkway  
Jefferson County, Kentucky  
DATE: 4-17-96      JOB NO: 1298  
SHEET 2 OF 5

191-96

I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

[Signature]  
OWNER

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of Alan I. and Sheri G. Roth D.B. 6076 PG. 249 and does hereby dedicate to public use N/A shown thereon.

[Signature]  
OWNER  
7116 Windham Pkwy Prospect Ky  
ADDRESS  
TITLE

State of Kentucky )  
                                  )SS  
County of Jefferson )

I, [Signature], a notary public in and for the County aforesaid, do certify that the foregoing plat of Alan I. and Sheri G. Roth was this day presented to me by Alan I. and Sheri G. Roth, known to me, who executed the Certificate in my presence and acknowledged it to be their free act and deed.

Witness my hand and seal this 20<sup>th</sup> day of June, 1996.  
My commission expires on the 21<sup>st</sup> day of May, 1998.

[Signature]  
NOTARY PUBLIC



Sabak, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Kentucky 40202

MINOR SUBDIVISION PLAT  
FOR: NTS/Sutherland, Inc. D.B. 5911 P. 729  
D.B. 5911 P. 722 & D.B. 5930 P. 709  
10172 Linn Station Road  
Louisville, Kentucky 40223  
Tax Block 2617, Lot 4  
LOCATION: Terminus of Windham Parkway  
Jefferson County, Kentucky  
DATE: 4-17-96 JOB NO: 1298

191-96





**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION** (the "Annexation") is made, declared, and imposed as of the 20<sup>th</sup> day of August, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 154 through 161, inclusive, Sutherland, Phase 6A, a plat of which is of record in Plat and Subdivision Book 42 Page 68, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

121104  
2/11/96

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.


3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

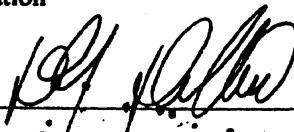
5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By:   
Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By:   
Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by Bradley J DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998.

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by Bradley J DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998.

(SEAL)

Susan M. Howard  
NOTARY PUBLIC

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded in Book 68  
49

61105

Document No: 1996121105  
Lodged By: sutherland  
Recorded On: Sep 11, 1996 11:21:20 A.M.  
Total Fees: \$12.00  
Transfer Tax: \$ .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

END OF DOCUMENT



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the 26th day of August, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 162 through 175, inclusive, Sutherland, Phase 11, a plat of which is of record in Plat and Subdivision Book 42, Page 72, in the Office of the Clerk of Jefferson County, Kentucky.

126493  
9-20

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, both in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 11:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded in Flat Book  
# 42 on 72  
DATE

1766PM

Document No: 1996126494  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Sep 20, 1996 11:55:48 A.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

END OF DOCUMENT



DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 16th day of November, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 176 through 181, inclusive, Sutherland, Phase 6B, a plat of which is of record in Plat and Subdivision Book 42, Page 90, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

11-21-96  
157364

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature]

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 18th day of November, 1996, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 18th day of November, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

Recorded to Flat Book

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

42 - 90

757374

Document No: 1996157374  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Nov 21, 1996 10:26:27 A.M.  
Total Fees: \$12.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END OF DOCUMENT



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the 15<sup>th</sup> day of November, 1996, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 182 through 193, inclusive, Sutherland, Phase 7A, a plat of which is of record in Plat and Subdivision Book 42, Page 91, in the Office of the Clerk of Jefferson County, Kentucky.

11-21-96

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 7A:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.


5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: 

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: 

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 18th day of November, 1996, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 18th day of November, 1996, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

~~Recorded in File~~  
42-91

157381

Document No: 1996157381  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Nov 21, 1996 10:30:47 A.M.  
Total Fees: \$14.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLENIA

END OF DOCUMENT



**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION** (the "Annexation") is made, declared, and imposed as of the 4th day of March, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, rerecorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property, and pursuant to Declaration of Annexation of record in Deed Book 6426, Page 647, in the Office of the Clerk of Jefferson County, Kentucky, Declarant annexed certain real property known as Sutherland Subdivision, Phase 3, as shown on plat of same of record in Plat and Subdivision Book 40, Page 60, in the aforesaid Clerk's Office to Sutherland, and imposed the Declaration upon such annexed property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, and to acknowledge the relocation of certain lot boundary lines affecting Lots 78 and 79, Sutherland, Phase 3, Declarant desires to amend certain provisions of the Declaration as set forth below;

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lot 78 Revised and Lot 79 Revised, as shown on the minor subdivision plat, approved by the Louisville and Jefferson County Planning Commission as No. 56-97, attached hereto and made a part hereof.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: [Signature]  
Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]  
Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 4th day of March, 1997, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

(SEAL)

[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 4th day of March, 1997, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M Howard  
NOTARY PUBLIC

(SEAL)

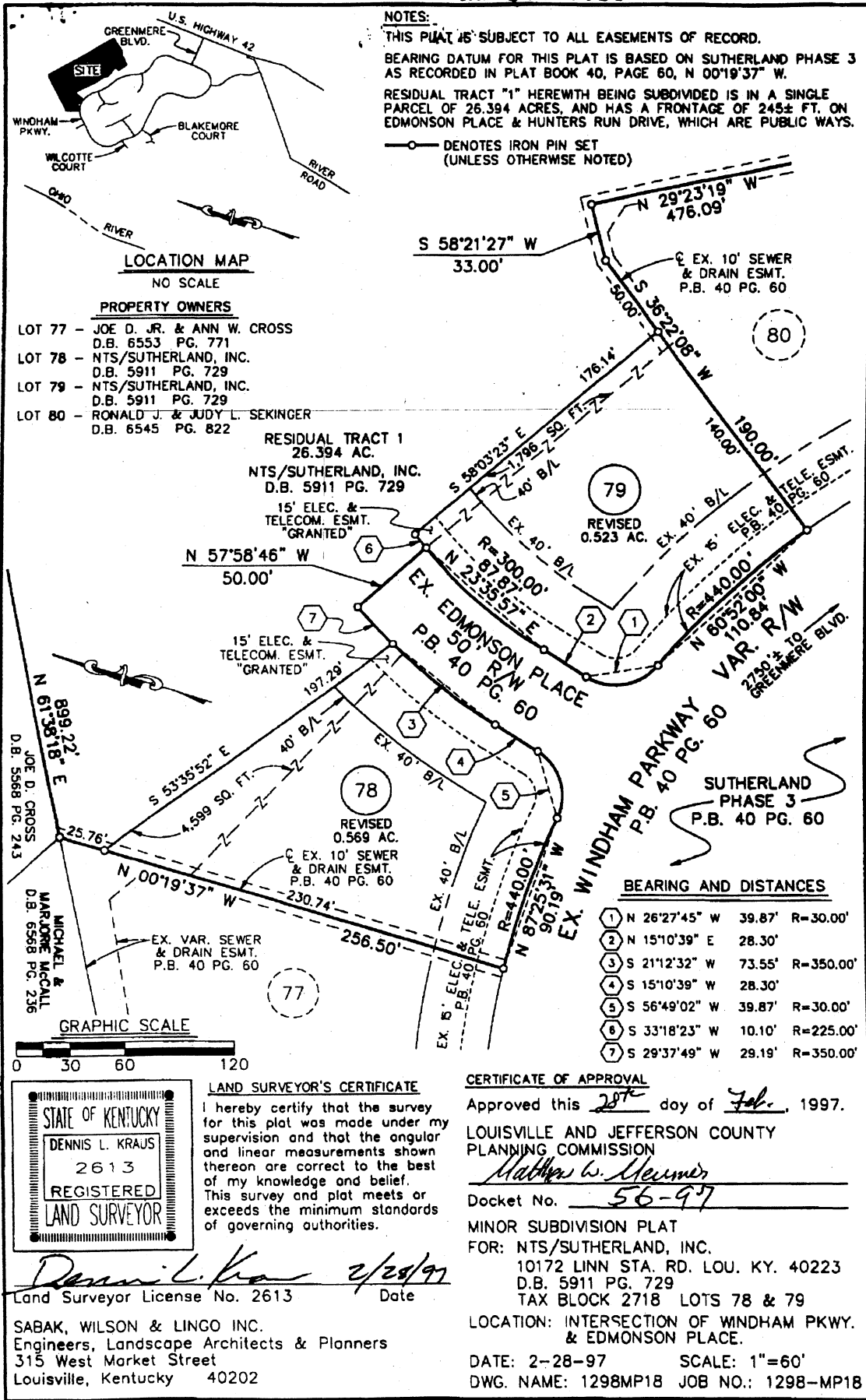
This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

28021

Document No: 1997028621  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Mar 06, 1997 10:27:43 A.M.  
Total Fees: \$20.00  
Transfer Tax: \$ .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE



**NOTES:**

THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD.  
BEARING DATUM FOR THIS PLAT IS BASED ON SUTHERLAND PHASE 3 AS RECORDED IN PLAT BOOK 40, PAGE 60, N 00°19'37" W.  
RESIDUAL TRACT "1" HEREWITH BEING SUBDIVIDED IS IN A SINGLE PARCEL OF 26.394 ACRES, AND HAS A FRONTAGE OF 245± FT. ON EDMONSON PLACE & HUNTERS RUN DRIVE, WHICH ARE PUBLIC WAYS.  
—○— DENOTES IRON PIN SET (UNLESS OTHERWISE NOTED)

**LAND SURVEYOR'S CERTIFICATE**

I hereby certify that the survey for this plat was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.



*Dennis L. Kraus* 2/25/97  
Land Surveyor License No. 2613 Date

SABAK, WILSON & LINGO INC.  
Engineers, Landscape Architects & Planners  
315 West Market Street  
Louisville, Kentucky 40202

**CERTIFICATE OF APPROVAL**

Approved this 28<sup>th</sup> day of Feb., 1997.

LOUISVILLE AND JEFFERSON COUNTY  
PLANNING COMMISSION

*Matthew W. Heuser*  
Docket No. 56-97

MINOR SUBDIVISION PLAT  
FOR: NTS/SUTHERLAND, INC.  
10172 LINN STA. RD. LOU. KY. 40223  
D.B. 5911 PG. 729  
TAX BLOCK 2718 LOTS 78 & 79

LOCATION: INTERSECTION OF WINDHAM PKWY. & EDMONSON PLACE.

DATE: 2-28-97 SCALE: 1"=60'  
DWG. NAME: 1298MP18 JOB NO.: 1298-MP18





**CERTIFICATE OF RESERVATION OF ELECTRIC & TELECOMMUNICATION EASEMENTS**

The spaces outlined by dashed lines and marked "electric and telecommunication easement" are hereby reserved as easements for electric and telecommunication utility purposes which include: (1) the right of ingress and egress across all lots, access areas, and ways to and from the easement; (2) the right to cut down or trim any trees within the easement; (3) the right to trim or cut down any trees outside easement area within 10' of the closest conductor within the easement or a public way; (4) the right to cut down or trim any trees on private property that may be so defective as to present a hazard to the utility lines after reasonable notice to the property owner; (5) the right of any utility company using said easements to remove permanent structures or obstructions within the easement. No permanent structures shall be erected within the easement. Fences, shrubbery, and gardens may occupy easement area at property owner's risk. The developer is to remove all trees that may interfere with the original construction of the electric lines and telecommunication lines to serve this subdivision.

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

Appropriate easements are hereby dedicated and reserved to each property owner together with the right 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.

(B) The electric and telecommunication easements shown on this plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade of elevation thereof shall be made by any person or lot owner without the consent in writing of the Louisville Gas and Electric Company and Bell South Telecommunications, Inc.

(C) 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 areas, outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate point in any electric easement.

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.

(D) Above ground telecommunication facilities and pedestals may be installed at appropriate point in any telecommunication easement.

**NOTE:**

Also the right to overhang lots with service wires to serve adjoining lots.

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of NTS/Sutherland, Inc. D.B. 5911 PG. 729

By: [Signature]  
OWNER Title: Executive Vice President

State of Kentucky )  
County of Jefferson )

I, Susan M Howard, a Notary Public in and for the County aforesaid, do certify the foregoing plat of NTS/Sutherland, Inc. D.B. 5911 PG. 729 was this day presented to me by together with the Certificate of Ownership and Dedication shown thereon, which Bradley J. DeVries, Executive Vice Pres. executed in my presence and acknowledged to be his free act and deed.

Witness my hand and seal this 24th day of February, 1997.  
My commission expires on the 27th day of April, 1998.

[Signature]  
NOTARY PUBLIC

Sabek, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Kentucky 40202

FOR: NTS/SUTHERLAND, INC.  
D.B. 5911 PG. 729  
LOCATION: Intersection of Windham Pkwy.  
and Edmonson Place  
DATE: 2-10-97 JOB NO: 1298-MP18

**END OF DOCUMENT**

[Handwritten mark]



**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 8th day of April, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, rerecorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lot 226, Sutherland, as shown on the minor subdivision plat, approved by the Louisville and Jefferson County Planning Commission as No. 77-97, attached hereto and made a part hereof.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.



PLAT APPROVAL	
No present objections as submitted. Must comply with Jefferson County Ordinance #88 subject to construction review and approval.	
DATE:	3/21/97
BY:	<i>[Signature]</i>
FIRE DISTRICT:	Stamps Creek
COMMENTS:	

LOUISVILLE AND JEFFERSON COUNTY HEALTH DEPARTMENT	
THIS APPROVAL IS FOR LAND CONFIGURATION ONLY. IT DOES NOT CONSTITUTE APPROVAL FOR SEWER CONNECTION OR ON-SITE SEWAGE SYSTEM.	
DATE:	03/21/97
BY:	<i>[Signature]</i>
COMMENTS:	

METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

*[Signature]*  
 Storm Drainage Review Date

*[Signature]* 3-21-97  
 Sanitary Sewer Review Date

DATE:	3-21-97
BY:	<i>[Signature]</i>



CERTIFICATE OF RESERVATION OF ELECTRIC & TELECOMMUNICATION EASEMENTS

The spaces outlined by dashed lines and marked "electric and telecommunication easement" are hereby reserved as easements for electric and telecommunication utility purposes which include: (1) the right of ingress and egress across all lots, access areas, and ways to and from the easement; (2) the right to cut down or trim any trees within the easement; (3) the right to trim or cut down any trees outside easement area within 10' of the closest conductor within the easement or a public way; (4) the right to cut down or trim any trees on private property that may be so defective as to present a hazard to the utility lines after reasonable notice to the property owner; (5) the right of any utility company using said easements to remove permanent structures or obstructions within the easement. No permanent structures shall be erected within the easement. Fences, shrubbery, and gardens may occupy easement area at property owner's risk. The developer is to remove all trees that may interfere with the original construction of the electric lines and telecommunication lines to serve this subdivision.

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

Appropriate easements are hereby dedicated and reserved to each property owner together with the right 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.

(B) The electric and telecommunication easements shown on this plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade of elevation thereof shall be made by any person or lot owner without the consent in writing of the Louisville Gas and Electric Company and Bell South Telecommunications, Inc.

(C) 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 areas, outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate point in any electric easement.

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.

(D) Above ground telecommunication facilities and pedestals may be installed at appropriate point in any telecommunication easement.

NOTE:

Also the right to overhang lots with service wires to serve adjoining lots.

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of NTS/Sutherland, Inc. D.B. 5911 PG. 729.

By: Bradley G. DeVries  
OWNER Title: Exec. Vice President

State of Kentucky )  
County of Jefferson )

I, Jay Darnall, a Notary Public in and for the County of Jefferson, do certify the foregoing plat of NTS/Sutherland, Inc. D.B. 5911 PG. 729 was this day presented to me by NTS/Sutherland, Inc. D.B. 5911 PG. 729 together with the Certificate of Ownership and Dedication shown thereon, which executed in my presence and acknowledged to be his free act and deed.

Witness my hand and seal this 19th day of March, 1997.  
My commission expires on the 21st day of May, 1998.

Jay Darnall  
NOTARY PUBLIC

Sabak, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Kentucky 40202

FOR: NTS/Sutherland, Inc.  
D.B. 5911 PG. 729  
LOCATION: Terminus of Hunters Run Drive  
DATE: 2-26-97 JOB NO: 1298-MP19

END OF DOCUMENT

77-97

SHEET 3 OF 3

K



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the 7<sup>th</sup> day of July, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 194 through 204, inclusive, Sutherland, Phase 7B, a plat of which is of record in Plat and Subdivision Book 43, Page 48, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, both in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 7B:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

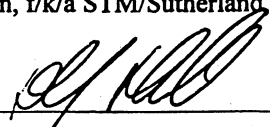
5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

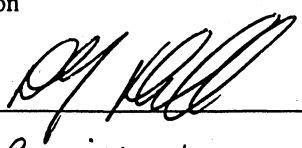
WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland Inc.

By: 

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: 

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of July, 1997, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of July, 1997, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded by: 43 Page 48

Document No: 1997093535  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Jul 11, 1997 01:56:46 P.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

END OF DOCUMENT

C



**DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the 7th day of July, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 220 through 225, inclusive, Sutherland, Phase 9, a plat of which is of record in Plat and Subdivision Book 43, Page 49, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: \_\_\_\_\_

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: \_\_\_\_\_

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of July, 1997, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of July, 1997, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998.

Susan M Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Gregory A. Compton

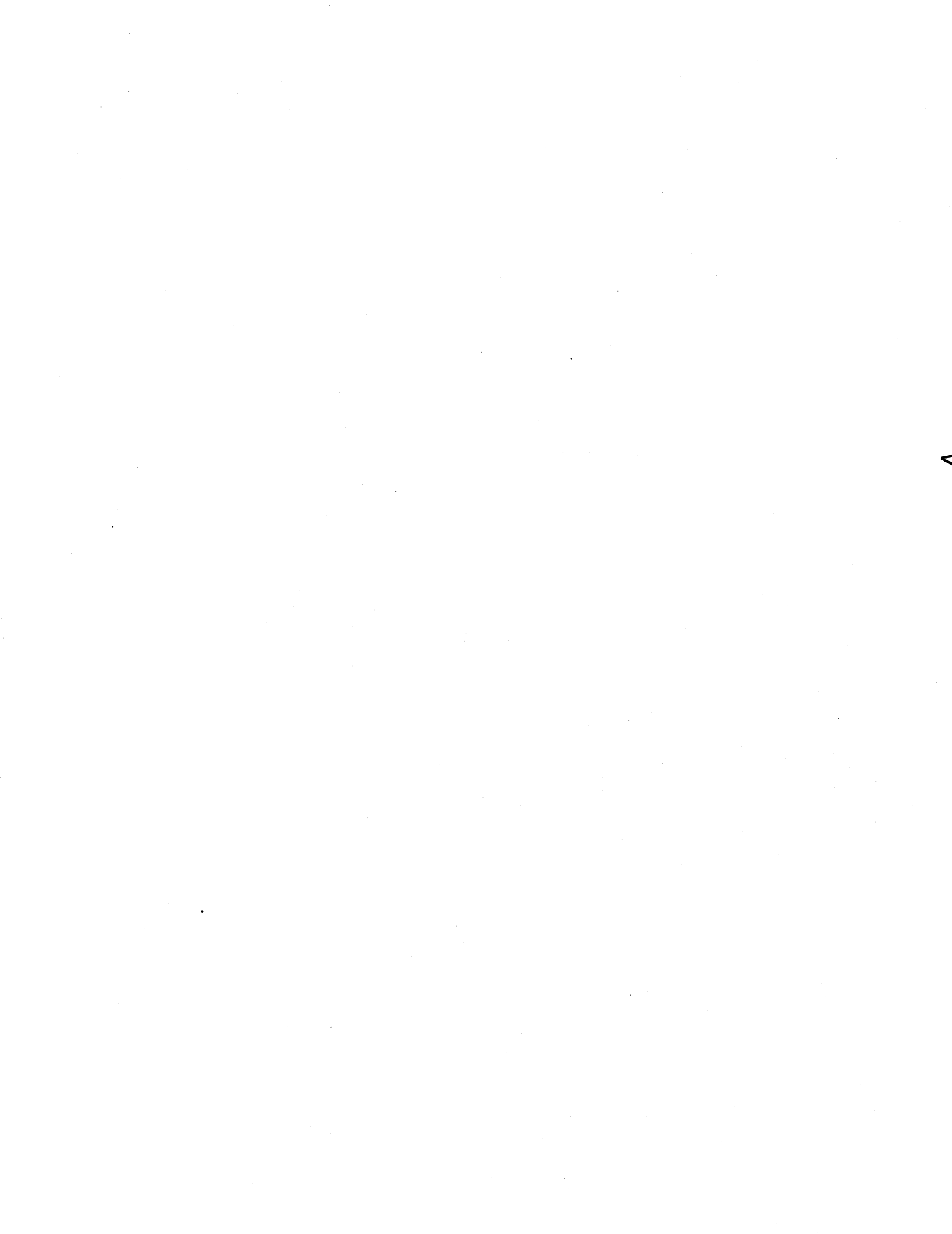
Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded in Flat Book  
43 Page 49

Document No: 1997093541  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Jul 11, 1997 02:00:24 P.M.  
Total Fees: \$12.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE

END OF DOCUMENT -3-

9



DECLARATION OF ANNEXATION  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION (the "Annexation") is made, declared, and imposed as of the ~~25th~~ day of August, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. With such charge and so empowered pursuant to the Declaration, Declarant desires to amend certain provisions of the Declaration as set forth below;

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 227 through 240, inclusive, Sutherland, Phase 12, a plat of which is of record in Plat and Subdivision Book 43, Page 63, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

126899  
9-12-97

2. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.


3. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

4. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

5. **Reaffirmation.** Except as expressly modified hereby, the Declaration shall remain in full force and effect as written.


WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By:  \_\_\_\_\_

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By:  \_\_\_\_\_

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 28th day of August, 1997, by Bradley J. DeYries, the Executive Vice Pres. of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 28th day of August, 1997, by Bradley J. DeYries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M. Howard  
NOTARY PUBLIC

(SEAL)

**Recorded In Plat Book**

No. 43 Page 43

Part No. \_\_\_\_\_

This instrument prepared by:

Gregory A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Document No: 1997126900  
Lodged By: nts  
Recorded On: Sep 12, 1997 01:23:38 P.M.  
Total Fees: \$12.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END OF DOCUMENT

*Handwritten initials*



**DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY**

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the 6<sup>th</sup> day of October, 1997, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 205 through 219, inclusive, Sutherland, Phase 8, a plat of which is of record in Plat and Subdivision Book 43, Page 76, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Sutherland, Phase 8:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

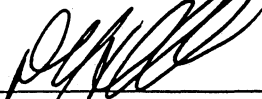
5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: 

Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: 

Title: President

~~BOOK 6947 PAGE 0694~~

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 6th day of October, 1997, by Bradley J. DeVries, the Executive Vice President of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M Howard  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 6th day of October, 1997, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 1998

Susan M Howard  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

Greg A. Compton

Gregory A. Compton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

*Rebecca Jackson*

Recorded In Plat Book

No. 43 Page 74

Part No. \_\_\_\_\_

Document No: 1997148111  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Oct 24, 1997 11:58:55 A.M.  
Total Fees: \$11.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson

Document No: 1997140790  
Lodged By: NTS ATTN: SUSAN HOWARD  
Recorded On: Oct 24, 1997 11:31:16 A.M.  
Total Fees: \$14.00  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: DANA

END OF DOCUMENT

4



DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the ~~17<sup>th</sup>~~ day of June, 1998, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

**BOOK 7055 PAGE 0629**

**BEING** Lots 241 through 253, inclusive, Sutherland, Phase 14, a plat of which is of record in Plat and Subdivision Book 40, Page 38, in the Office of the Clerk of Jefferson County, Kentucky.

**BEING** a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, and by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, both in the Office of the Clerk of Jefferson County, Kentucky.

Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Lot 114"):

**BEING** Lot 114, Sutherland, Phase 14, a plat of which is of record in Plat and Subdivision Book 40, Page 38, in the Office of the Clerk of Jefferson County, Kentucky.

**BEING** a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, and by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, both in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"**Section 3. Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 241 through 253, inclusive, Sutherland, Phase 14:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2 1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Common Area.** Lot 114 shall be deemed "Common Area" within the meaning of the Declaration, and is not a building site.

5. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

6. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above as the Property and Lot 114, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

7. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

8. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By:

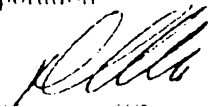


Title:

Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By:



Title:

President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

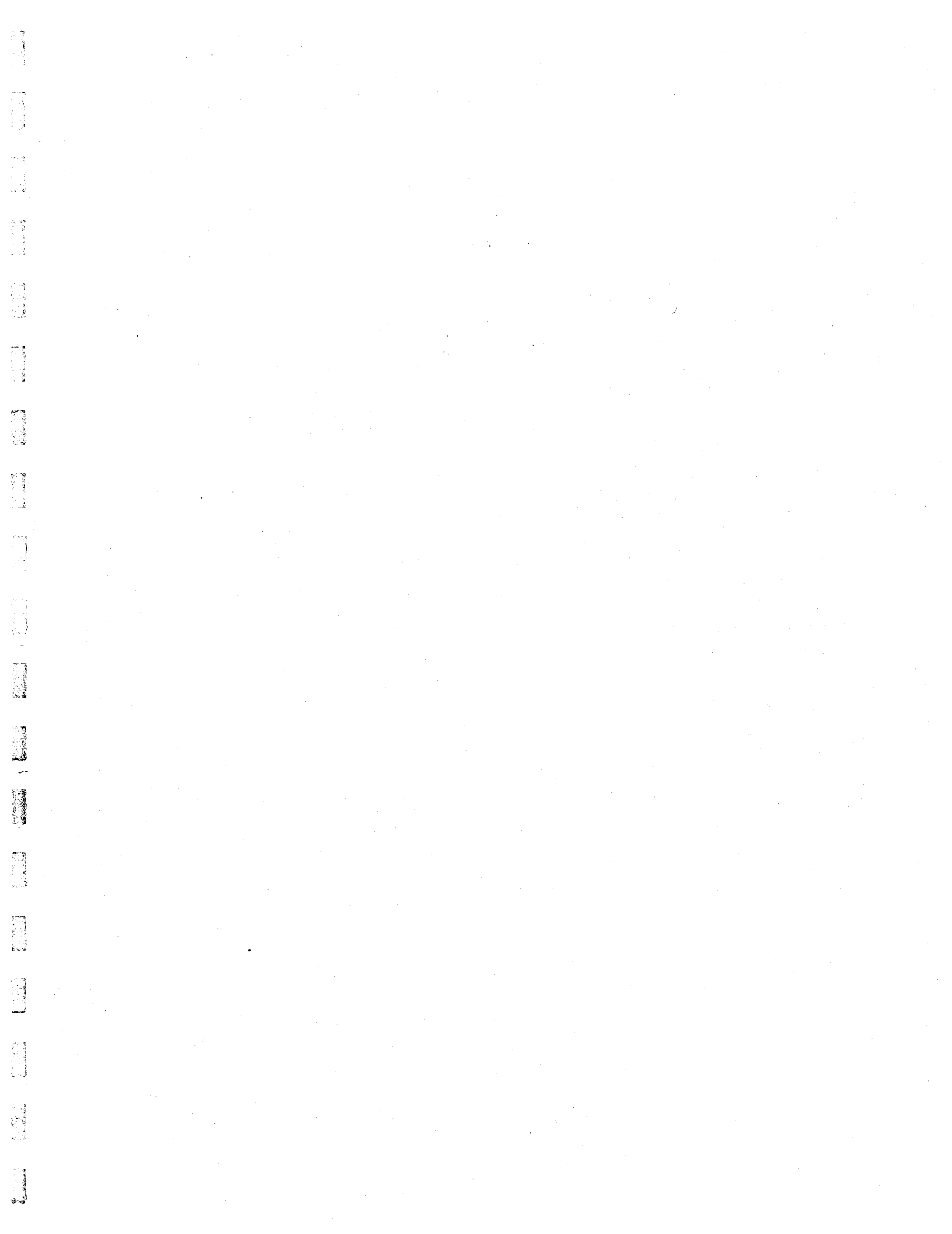
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 1998, by Bradley J. DeVries, the Executive Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

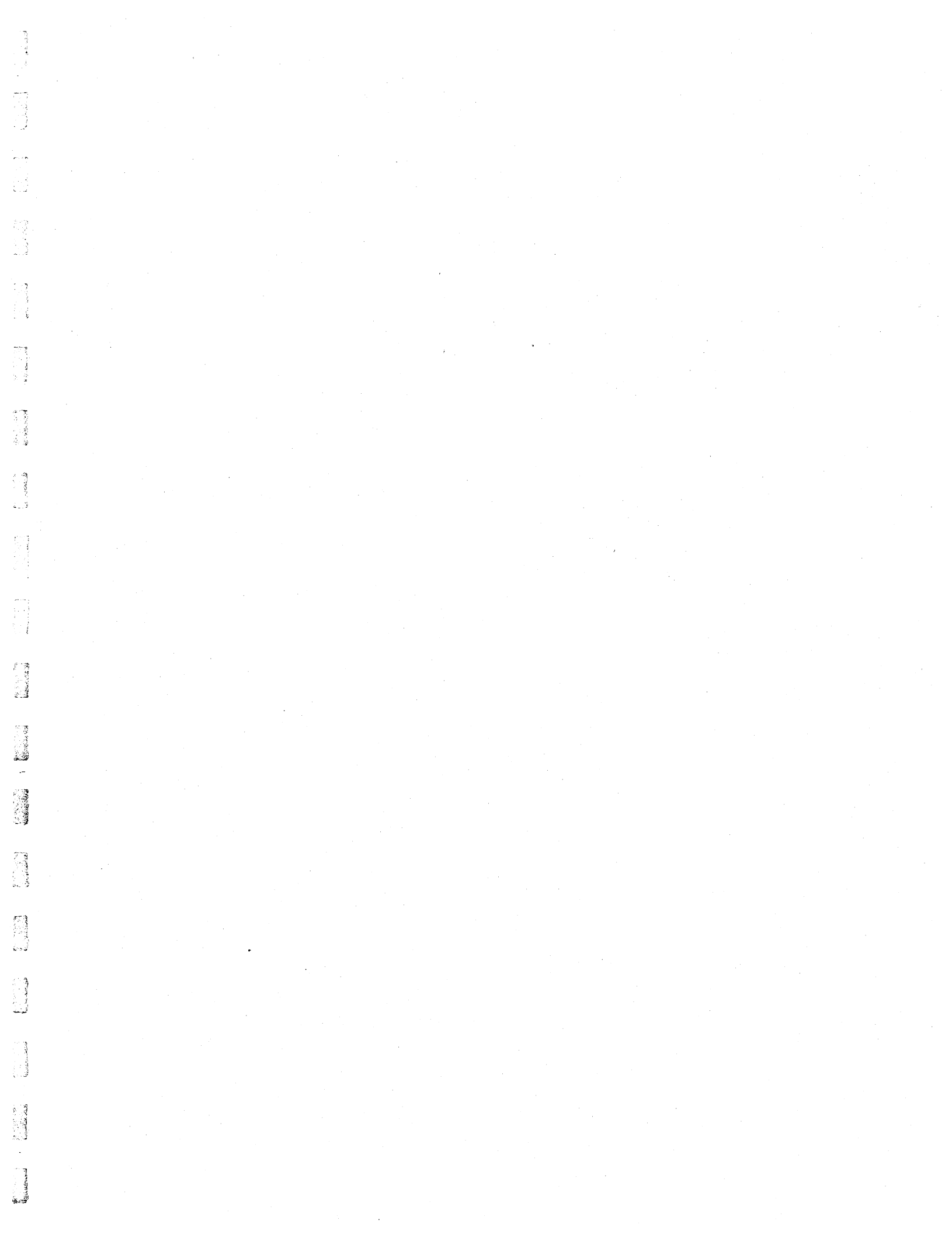
My commission expires:

April 27, 2002

(SEAL)

  
NOTARY PUBLIC





COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 1998, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 2002

*Steven M Howard*  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

*Gregory A. Compton*

Gregory A. Compton, Esq.  
10172 Inn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded In Plat Book

No. 44 Page 28

Part No. \_\_\_\_\_

Document No.: DN1998087944  
Lodged By: N T S  
Recorded On: 06/17/1998 03:52:36  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: CONJEN

END OF DOCUMENT



DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

**THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS** (the "Annexation") is made, declared, and imposed as of the ~~17th~~ day of June, 1998, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a SIM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

**PRELIMINARY STATEMENT:**

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

**NOW, THEREFORE**, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. **Addition of Property.** Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BEING Lots 254 through 269, inclusive, Sutherland, Phase 15, a plat of which is of record in Plat and Subdivision Book 44, Page 39, in the Office of the Clerk of Jefferson County, Kentucky

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, in the Office of the Clerk of Jefferson County, Kentucky

Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Lot 315"):

BEING Lot 315, Sutherland, Phase 15, a plat of which is of record in Plat and Subdivision Book 44, Page 39, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 254 through 269, inclusive, Sutherland, Phase 15:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.**

With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2 1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Common Area.** Lot 315 shall be deemed "Common Area" within the meaning of the Declaration.

5. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

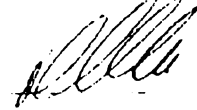
6. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above as the Property and Lot 315, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

7. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation


8. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By:   
Title: Executive Vice President

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

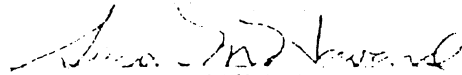
By:   
Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 17th day of June, 1998, by Bradley J. DeVries, the Executive Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 01, 2000

(SLAL)

  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 1998, by Bradley J. DeYries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 2000

*Susan M. Howard*  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:

*Gregory A. Crpton*  
Gregory A. Crpton, Esq.  
10172 Linn Station Road  
Louisville, Kentucky 40223  
(502) 426-4800

Recorded In Plat Book  
No. 44 Part 31  
Part No. \_\_\_\_\_

Document No.: DN1998087946  
Lodged By: N T S  
Recorded On: 06/17/1998 03:55:08  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: DONREI

END OF DOCUMENT



DECLARATION OF ANNEXATION  
AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
SUTHERLAND SUBDIVISION  
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS (the "Annexation") is made, declared, and imposed as of the ~~11th~~ day of December, 1998, by (i) NTS/SUTHERLAND, INC., a Kentucky corporation (f/k/a STM/Sutherland, Inc.) (the "Declarant"), with principal office, place of business, and mailing address of 10172 Linn Station Road, Suite 200, Louisville, Jefferson County, Kentucky 40223.

PRELIMINARY STATEMENT:

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated as of December 21, 1990, of record in Deed Book 6023, Page 662, re-recorded in Deed Book 6034, Page 245, as amended October 31, 1991, by instrument of record in Deed Book 6117, Page 936, as further amended November 29, 1993, by instrument of record in Deed Book 6426, Page 645, and as further amended September 29, 1995, by instrument of record in Deed Book 6649, Page 82, all in the Office of the Clerk of Jefferson County, Kentucky (as amended, the "Declaration"), Declarant has imposed and established certain covenants, conditions and restrictions for Sutherland Subdivision, Jefferson County, Kentucky, encumbering certain real property more particularly described in the Declaration.

B. Pursuant to Section 2(b), Article I of the Declaration, the Declarant is empowered with the right to annex additional real property to Sutherland, and to impose the Declaration upon such annexed real property.

C. Pursuant to Section 3, Article V of the Declaration, the Declarant is charged and empowered with the primary responsibility for amending, and/or enlarging the scope of and the area covered by, the Declaration.

D. Pursuant to Section 3(a), Article I, of the Declaration, the Declarant is empowered, in its sole discretion, to record with respect to any Phase a Supplemental Declaration of Covenants, Conditions and Restrictions, for the purposes therein described, and, in accordance therewith, Declarant hereby imposes on the hereinafter described real property this Supplemental Declaration, which shall be incorporated within the Declaration by reference, and may be amended only in the same manner as the Declaration.

NOW, THEREFORE, in accordance with the foregoing premises, which are hereby incorporated herein subject to the provisions hereof, the Declarant hereby declares as follows:

1. Addition of Property. Section 1, Article I, of the Declaration, entitled "Existing Property" is hereby amended to add thereto as real property subject to the Declaration, the following described property (the "Property"):

BOOK 7151 PAGE 0952

BEING Lots 293 and 294, and Lots 303 through 314, inclusive, Sutherland, Phase 18, a plat of which is of record in Plat and Subdivision Book 44, Page 96, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a part of the same property conveyed to Declarant by Deed dated November 1, 1989, of record in Deed Book 5911, Page 722, by Deed dated November 3, 1989, of record in Deed Book 5911, Page 729, and by Deed dated January 22, 1990, of record in Deed Book 5930, Page 709, all in the Office of the Clerk of Jefferson County, Kentucky.

2. **Modification of Section 3, Article III of the Declaration - Minimum Finished Floor Areas.** With respect to the Property only, the terms of Section 3, Article III of the Declaration, entitled "Minimum Finished Floor Areas", shall be deemed to be amended, supplemented and restated as follows:

"Section 3. **Minimum Finished Floor Areas.** The following shall be the minimum finished floor areas for homes to be constructed within Lots 293 and 294, and Lots 303 through 314, inclusive, Sutherland, Phase 18:

(a) **One-Story.** The ground floor area of a one-story residence shall be a minimum of 2,400 finished and habitable square feet, exclusive of the garage.

(b) **Two-Story.** The ground floor area of a two-story residence shall be a minimum of 1,400 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,800 finished and habitable square feet.

(c) **Others.** The ground floor area of all other housing designs shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,600 finished and habitable square feet.

(d) **Exclusions.** Finished basement areas, garages and open porches are not included in computing minimum floor areas pursuant to this Section 3."

3. **Modification of Section 1(b)(i), Article III of the Declaration - Landscape Plans.** With respect to the Property only, the second sentence of Section 1(b)(i), Article III of the Declaration, entitled "Landscape Plans", shall be deemed to be amended, supplemented and restated as follows:

"Each landscape plan for a lot submitted to Declarant shall show that the lot has or will have prior to occupancy a minimum of two trees (at least 2-1/2 inches in diameter) in the front yard of the lot (and where the lot is a corner lot, two additional such trees in the street side yard) and an additional two trees (at least 1-1/2 inches in

diameter) elsewhere on the lot, and shall further obligate, and this Declaration does so obligate, each such owner to install, prior to occupancy or within such other period as permitted by this Declaration (to the extent the same are not already located on the lot), and to maintain in good health at all times thereafter, and to replace as necessary, in the front and side yards of each lot, readily visible from the street(s) adjacent to the lot, if any, the trees required above, and other trees, shrubs, plantings and landscaping (excluding grass and sprinkler or other irrigation systems) having a current fair market value of not less than Two Thousand Dollars (\$2,000.00), or such other fair market value as specified in any applicable Supplementary Declaration."

4. **Survival.** The restrictions, covenants, easements and conditions and other terms set forth in and provisions of the Declaration shall run with said Property and shall be binding upon all parties having any right, title or interest therein or any part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner.

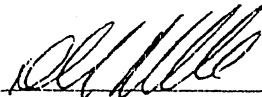
5. **Definitions.** Whenever reference is made in the Declaration to the term "Existing Property", the same shall be deemed to include a reference to the real property described above, as well as a reference to the real property initially designated as the "Existing Property" in the Declaration, or in any prior annexations to the Declaration. Capitalized terms used in this Annexation as defined terms and not otherwise defined in this Annexation shall have the respective meanings ascribed thereto in the Declaration.

6. **Joinder.** The Sutherland Community Association, Inc. joins herein for the purpose of acknowledging, consenting and agreeing to the terms and provision of this Annexation.

7. **Reaffirmation.** Except as expressly supplemented hereby, the Declaration shall remain in full force and effect as written.

WITNESS, the signatures of the undersigned as of the day, month and year first above written.

NTS/SUTHERLAND, INC., a Kentucky corporation, f/k/a STM/Sutherland, Inc.

By: 

Title: Exec. Vice Pres.

BOOK 7151 PAGE 0954

THE SUTHERLAND COMMUNITY ASSOCIATION, INC., a Kentucky non-profit corporation

By: [Signature]

Title: President

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 14th day of December, 1998, by Bradley J. DeVries, the Exec. Vice Pres of NTS/Sutherland, Inc., a Kentucky corporation, f/k/a STM/Sutherland, Inc., for and on behalf of said corporation.

My commission expires: April 27, 2002

[Signature]  
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 14th day of December, 1998, by Bradley J. DeVries, the President of The Sutherland Community Association, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

My commission expires: April 27, 2002

[Signature]  
NOTARY PUBLIC

(SEAL)

This instrument prepared by:  
[Signature]

Gregory A. Compton, Esq.  
1900 Mellwood Avenue  
Louisville, Kentucky 40206  
(502) 893-0323

Document No.: DN1998199402  
Lodged By: NTS  
Recorded On: 12/11/1998 02:46:31  
Total Fees: 14.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: EVEROB

OF DOCUMENT-4-  
Recorded In Flat Book  
No. 44 Page 96  
Part No

**AMENDED AND RESTATED BYLAWS OF  
THE SUTHERLAND COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**  
**Offices**

1.1. **Principal Office.** The principal office of the Corporation in the Commonwealth of Kentucky shall be located in the County of Jefferson. The Corporation may have such other offices, either within or without the Commonwealth of Kentucky, as the business of the corporation may require from time to time.

1.2. **Registered Office.** The registered office of the Corporation may be, but need not be, identical with its principal office in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE 2**  
**Capital Stock**

2.1. **No Capital Stock.** The Corporation (hereinafter the "Association") shall have neither capital stock nor stockholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of its gain, profit, or property inure to the incorporator thereof, nor to any officer or Director thereof, nor any other individual or any member of the Corporation, except as otherwise provided in Article 5 of its Articles of Incorporation, as to compensation for services rendered, but its entire gain, profit, net earnings, and property shall be devoted exclusively to the charitable and other uses and purposes set out in Article 3 of its Articles of Incorporation.

**ARTICLE 3**  
**Members**

3.1 **Definition of Member.** Each building lot shall have one member; however, building lots created by combining more than one lot shall have no more than one member. Each member shall have one vote.

**ARTICLE 4**  
**Member Meetings**

4.1 **Annual Meetings.** The annual meeting of the members of the Association (collectively, the "Members" or individually, a "Member") shall be held during the month of March at such time and place, and on such date as the Board of Directors may designate. The purpose of such meetings shall be the election of Directors and the transaction of such other business as may properly come before the Board. If the election of Directors shall not be held on the day designated for an annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members to be held as soon thereafter as may be practicable.

The first annual meeting will be held by the end of the month of January, 2001.

## Sutherland Homeowners Association Bylaws

4.2. **Special Meetings.** Special meetings of the Members may be called by the President, by a majority of the Board of Directors or by Members holding not less than one-third of the voting power of all Members entitled to vote at such meeting. The Board of Directors shall designate the time and place for any special meeting. A waiver of notice shall be signed by a majority of the Members entitled to vote. Members may include a designation of any place, either within or without the Commonwealth of Kentucky, as the place for the holding of such meeting.

4.3. **Place of Meetings.** Meetings of the Members shall be held at the Sutherland Clubhouse unless the Board of Directors designates a different place for the meeting.

4.4. **Notice of Annual or Special Meetings.** Written notice stating the place, day and hour of the meeting and, in addition in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 days nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the person(s) calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Member's address as it appears on the records of the Corporation, with postage prepaid.

4.5. **Waiver of Notice.** Any Member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, unless the Member attends the meeting for the sole express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever any notice is required to be given under the provisions of these Bylaws, the Articles of Incorporation, or otherwise by law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

4.6. **Quorum.** Unless otherwise stated herein, Members holding ten (10%) of the votes then entitled to be cast on the matter to be voted upon, represented in person or by proxy, shall constitute a quorum at any such meeting.

4.7. **Action by Consent of Members.** Any action required or permitted to be taken, or which may be taken, at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof. Such written consent shall have the same force and effect as a unanimous vote at a meeting.

### **ARTICLE 5** **Directors**

5.1. **Number, Tenure and Qualifications; Volunteer Board.** The Board of Directors of the Corporation shall consist of not less than three and no more than eleven individuals, until otherwise changed by an amendment to these Bylaws.

## Sutherland Homeowners Association Bylaws

The Directors shall be elected by vote of the Members at each Annual Meeting of the Members, as necessary. In the event that there are more openings on the Board than there are volunteers to fill such openings after the annual solicitation for volunteers to fill Board vacancies, then following the election of Directors at the Annual Meeting of the Members, the number of Directors on the Board shall be reduced accordingly, but shall not be less than three. In the event that there are more volunteers for openings on the Board than there are openings on the Board, then following the election of Directors at the Annual Meeting of the Members, the individuals receiving the most votes shall be elected to fill such vacancies and become Directors.

Each Director shall hold office for the term for which he/she was elected and until his/her successor shall be elected and qualified, whichever period is longer. The Directors shall be domiciled in the Sutherland Subdivision but need not be residents of the Commonwealth of Kentucky.

Initially, there shall be two classes of Directors (collectively, "Classes", and individually a "Class"), each consisting of one half of members the first Board of Directors and referred to as Class A or Class B Directors. The class assignments shall be made by a random drawing. If the number of members is uneven, the additional member shall be randomly assigned to Class B. All Class A Directors' beginning terms shall expire at the second annual meeting of the Members after their election to office. The initial term for all Class B Directors shall expire at the third annual meeting of the Members after their election to office. Subsequent Directors shall be elected for a term of two (2) years, regardless of Class.

5.2. **Powers.** The Board of Directors shall have power to:

(a.) Exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation (i.) by law, (ii.) by that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Sutherland Subdivision, as amended from time to time, and by any similar set of deed restrictions applicable to Sutherland Subdivision (as such term is defined in the Declaration) or (iii.) by any Supplemental Declaration (as such term is defined in the Declaration) for any property made subject to the Corporation, unless the power, duty or authority is reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(b.) Employ managers, independent contractors or other employees as they deem necessary, and to prescribe their duties; and

(c.) Manage and operate the clubhouse and other recreational facilities. In the exercise of this power, the Board of Directors may permit nonresidents of Sutherland Subdivision to use the clubhouse and recreational facilities for a reasonable annual fee, and may provide criteria for permitting nonresident membership.

5.3. **Duties.** It shall be the duty of the Board of Directors to:

## Sutherland Homeowners Association Bylaws

(a.) Fix the annual assessments at an amount sufficient to meet the obligations imposed by the Declaration, set the date(s) assessments are due, and decide what interest rate is to be applied to assessments which remain unpaid after the due date;

(b.) Send written notice of each assessment to every tract owner subject to assessment at least thirty (30) days in advance of the due date of the annual assessment or the first installment thereof and file liens for unpaid assessments;

(c.) Furnish upon demand by any lot owner a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified lot have been paid, for which a reasonable charge may be made;

(d.) Prepare an annual budget;

(e.) Manage, operate and maintain the common areas, open spaces, entrance ways, streets, crosswalks, medians, storm drains, basins, lakes, recreational areas and facilities within the Sutherland Subdivision, including but not limited to, the tennis courts, pools, and clubhouse facilities;

(f.) Adopt and publish rules and regulations, including fees, if any, governing the use of the common area and facilities, and enforce these rules and regulations; and

(g.) Procure and maintain adequate liability and hazard insurance on property owned by the Corporation. The property shall be insured for its full replacement cost. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds shall be payable to the Corporation. Insurance proceeds shall be used by the Corporation exclusively for the repair or replacement of the property for which the insurance was carried.

5.4. **Removal and Resignations.** Directors may be removed from office for good cause, which may include absences from three (3) successive regular meetings of the Board of Directors. Such action shall be taken by the Board of Directors by adopting a corporate resolution. Any Director may resign from the Board of Directors at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5. **Annual and Regular Meetings.** An annual meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the Commonwealth of Kentucky, for the holding of regular meetings without other notice than such resolution.

5.6. **Special Meetings.** Special meetings of the Board of Directors may be called by, or at the request of, the President, or by any two Directors. All special meetings of the Board of Directors shall be held at the principal office of the Corporation or such other place as may be specified in the notice of the meeting.

5.7. **Notice.** Notice of any special meeting shall be personally delivered or telephoned to each Director at least twenty-four (24) hours prior thereto or mailed to each Director at his/her business address at least two (2) days prior to the time of the meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.8. **Quorum.** A majority of the number of incumbent Directors fixed by, or determined in accordance with, the Articles of Incorporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

5.9. **Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by law, by the Articles of Incorporation, or by these Bylaws.

5.10. **Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in the office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of the majority of the members of the Board of Directors for a term of office continuing only until the next election of Directors by the Corporation's Members.

5.11. **Compensation.** Only by a vote of a majority of the Members present at an annual meeting may each Director be paid his/her expenses, if any, of attendance at each meeting of the Board of Directors.

A Director may receive payment from serving the Corporation in any other capacity only by an affirmative vote of a majority of the members of the Board of Directors at a regular meeting. Such vote, including abstentions, shall be specifically noted in the Minutes of the meeting.

5.12. **Conflict of Interest.** A potential conflict of interest exists whenever a Director and/or his/her family within the second degree of kindred, is to receive any compensation from the Association for any purpose. Each instance of such a potentiality is to be reported to the Board of Directors as an agenda item at a regular meeting and requires a specific affirmative vote of a majority of the Directors before the compensation can be paid. The Minutes of the meeting shall reflect the actual vote of each Director. The Director to receive the compensation shall abstain from voting.

5.13 **Action by Written Consent.** Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so

taken, shall be signed by all of the Directors, either personally or by fax or mail, by or at the direction of the President or Secretary, or person calling the meeting, to each member of record entitled to vote and such written consent is filed with the Minutes of the proceedings.

5.15. **Other Committees.** The Board of Directors by an appropriate Bylaw or resolution may provide for such committees as may appear necessary for the effective management of the business of the Corporation, and give such committees powers and duties as may seem proper, and provide when and how often any such committee shall meet, how its meetings shall be called, and at what time those meetings may be held. One Director shall be a member of each other committee and shall act as the liaison with the Board of Directors and the committee.

## ARTICLE 6 Officers

6.1. **Officers.** The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two of the offices of Vice President, Secretary and Treasurer may be held by the same person.

6.2. **Election and Term of Office.** The officers of the Corporation may be elected by the Board of Directors at the first, and thereafter at each annual, meeting of the Board of Directors. If the election of officers is not held at any such meeting, such election shall be held as soon thereafter as is practicable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall be duly elected or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided.

6.3. **Removal and Resignations.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the Corporation would be served. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the affirmative vote of a majority of the members of the Board of Directors for the unexpired portion of the term.

6.5. **President.** The President shall:

(a.) Be the chief executive officer of the Corporation and shall supervise and control the affairs and business of the Corporation, subject to control by the Board of Directors;

(b.) Preside at all meetings of the Members and of the Board of Directors;

## Sutherland Homeowners Association Bylaws

(c.) Have the authority, acting alone, to sign and deliver any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed;

(d.) Have such other powers and other duties as the Board of Directors may assign.

6.6. **Vice President**. In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

6.7. **Treasurer**. The Treasurer shall:

(a.) Have charge, custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and be responsible for the deposit of all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of these Bylaws;

(b.) Keep adequate and current accounts of the Corporation's affairs and transactions and provide timely reports to the Board of Directors; and,

(c.) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

6.8. **Secretary**. The Secretary shall:

(a.) See that all notices are duly given in accordance with these Bylaws or as required by law;

(b.) Keep the Minutes of the Members' meetings and the Board of Directors' meetings;

(c.) See that the Minutes of each Board of Directors' meeting are complete and indicate all Board members who are present, all business items discussed and record the votes of each member on each item, including abstentions;

(d.) Be custodian of the corporate records and of the seal, if any, of the Corporation; and

(e.) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

6.9. **Other Officers.** Other officers and agents of the Corporation shall have such authority and perform such duties in the management of the Corporation as shall be assigned to them by the Board of Directors.

**ARTICLE 7**  
**Committees**

7.1. **Architectural Review Committee.** The Board of Directors shall have the power to appoint an Architectural Review Committee, which shall review potential additions and changes to Sutherland lots, buildings and appurtenances, analyze complaints to the Board regarding violations of covenants, conditions and restrictions or zoning laws and shall make appropriate recommendations to the Board of Directors. The Committee shall also perform such other functions as the Board of Directors determines. The Board may ask the Committee to recommend rules and regulations which will assist in maintaining the quality of the subdivision. One Director shall be a member of the Architectural Review Committee and shall act as liaison between the Board of Directors and the Committee.

7.2. **Pool, Tennis Court and Clubhouse Committee.** The Board of Directors shall have the power to appoint a Committee which shall focus on the maintenance and use of the pool, tennis court and clubhouse. The Committee may recommend rules and regulations pertaining to these facilities to the Board of Directors. One Director shall be a member of the Pool, Tennis Court and Clubhouse Committee and shall act as liaison between the Board and the Committee.

7.3 **Other Committees.** The Board of Directors by an appropriate resolution may provide for such other committees as may appear necessary for the effective management of the business of the Corporation, and give such committees powers and duties as may seem proper, and provide when and how often any such committees shall meet, how meetings shall be called, and at what time those meetings may be held. One Director shall be a member of each other committee and shall act as the liaison between the Board and the committee.

**ARTICLE 8**  
**Assessments**

8.1. **Definitions.** As used in these Bylaws these terms shall have the following meanings:

(a.) "Annual Assessment" shall mean the amount of the annual assessment levied on each lot from time to time by the Board of Directors. There shall be one annual assessment for each lot and for the combined lots which are in effect as of January 1, 2001.

(b.) "Special Assessment" shall mean the special assessment provided for in the Declaration.

(c.) "Payment Date(s)" shall mean the dates set for the payment of any assessment by the Board of Directors.

8.2. **Payment of Annual Assessments.** Annual Assessments shall be payable as follows:

(a.) Annual Assessments shall be payable in advance on the Payment Date(s).

(b.) If a dwelling or lot is sold during a calendar year, the amount of the Annual Assessment for that calendar year shall be prorated, and the purchaser shall be liable for Assessments only for the portion of the calendar year beginning on the date of sale of the lot.

(c.) No Member shall be entitled to a refund of any Annual Assessment upon the sale of the lot.

8.3 **Increase or Decrease in Annual Assessments.** The Board of Directors of the Corporation may from time to time increase or decrease the Annual Assessment.

8.4 **Payment of Special Assessments.** The Corporation may levy Special Assessments only with the assent of a majority of the votes of Members who are voting in person or by proxy at a special meeting called for this purpose. Written notice of a special meeting called for the purpose shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 30% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Special Assessments shall be payable as follows:

(a.) Within 30 days of the date of the special meeting at which the Special Assessment was levied; and

(b.) No Member shall be entitled to a refund of any Special Assessment upon the sale of a lot.

**ARTICLE 9**  
**Indemnification of**  
**Directors, Officers and Employees**

9.1. **Indemnification.** The Corporation shall, to the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Nonprofit Corporation Acts, indemnify each Director, officer and employee of the Corporation against expenses (including attorneys' fees), judgments, taxes, fines and amounts paid in settlement incurred by such person in connection with, and shall advance expenses (including attorneys' fees) incurred by such person in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such person is, or is threatened to be made, a party by reason of the fact that such person is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, member, partner, employee or agent of another domestic or foreign corporation, partnership,

joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of any undertaking, with such security, if any, as the Board of Directors may reasonably require, by or on behalf of the person seeking indemnification to repay amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized herein.

9.2. **Nonexclusivity of Indemnification.** The indemnification provided for by this Article 9 shall not be deemed exclusive of any other rights to which Directors, officers or employees of the Corporation may be entitled under any statute, agreement or action of the Board of Directors of the Corporation, or otherwise, and shall continue as to a person who has ceased to be a Director, officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE 10** **Contracts, Loans, Checks and Deposits**

10.1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and execute and deliver any instruments in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

10.2. **Loans.** No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors which shall be duly recorded in the Minutes of the Corporation. Such authority may be general or confined to specific instances.

10.3. **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

10.4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited, from time to time, to the credit of the Corporation in such banks, trust companies and other depositories as the Board of Directors may select.

## **ARTICLE 11** **Miscellaneous**

11.1. **Amendments.** The Board of Directors shall have the power and authority to alter, amend or repeal these Bylaws by an affirmative vote of a majority of the entire Board of Directors, except that an amendment to Section 8.4 of these Bylaws shall require the consent of the Members as set forth therein.

11.2. **Fiscal Year.** The Board of Directors shall have the power to fix, and from to time change, the fiscal year of the Corporation.

11.3. **Construction.** Unless the context specifically requires otherwise, any reference in these Bylaws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

Sutherland Homeowners Association Bylaws

11.4. **Limitations.** Notwithstanding any other provision hereof, the Corporation shall take no action contrary to the provisions of Article 3 of the Corporation's Articles of Incorporation, and if at any time the Corporation is a private foundation or a private operating foundation as such terms are defined in the Internal Revenue Code of 1954, as amended ("Code"), then the Corporation shall only act as permitted under the Code without subjecting the Corporation to additional taxes imposed under Subchapter A, Chapter 42, Subtitle D of the Code.

The above Bylaws of this Corporation  
were adopted by the Board of Directors  
on January \_\_, 2001,

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, Secretary

# SUTHERLAND COMMUNITY ASSOCIATION

## RULES AND REGULATIONS

These rules and regulations have been adopted by the Board of Directors of the Sutherland Community Association, Inc. It is anticipated that they may be amended from time to time. Additions or alterations will be published in the newsletter.

### 1. MEMBERSHIP

- 1.1 Sutherland Community Association Membership in the Community Association is set forth in the Declaration of Covenants, Conditions, and Restrictions for Sutherland and is limited to Sutherland property owners and their eligible family members, their tenants or contract purchasers who reside on the property. Subject to the Declaration of Restrictions and these rules and regulations, Community Association members in good standing shall be entitled to the use and enjoyment of any common property owned by the Community Association and any facilities located on that property.
- 1.2 The amount, payment schedule, and annual payment date of Association assessments shall be determined by the Board of Directors. Presently, Homeowners' dues are assessed on January 1<sup>st</sup>. They are due no later than January 31st. After January 31st, late fees accrue at 1 ½% monthly. Liens will be placed on properties with additional attorney's fees assessed on balances not paid within 90 days of the due date
- 1.3 For the purposes of these rules and regulations, a member shall be any person who is eligible to be included on the membership. A membership may include all members of the family who reside full-time at the membership address and dependent children of that family. A membership shall include at least one adult.

### 2. RESPONSIBILITY AND LIABILITY

- 2.1 The Association assumes no responsibility for the personal property of any member or guest.
- 2.2 The Association assumes no responsibility for any accident or injury resulting from the use of Association facilities.
- 2.3 A member is responsible for the conduct, dress, and charges of his or her guest(s).
- 2.4 A member is liable for any damage or loss caused to Association property by the member or the member's guest(s).

### 3. GUESTS FOR POOL, TENNIS AND CLUBHOUSE

- 3.1 Guests are welcome to use the same facilities to which the host member is privileged when accompanied by the member who has paid his/her annual Homeowner Association fees, subject to the rules and regulations, and unless the facility is reserved for a member-only function.
- 3.2 A babysitter/nanny is not considered a guest for member households that use a babysitter/nanny to accompany their children to the pool.
- 3.3 Each member shall sign in with his/her name, address, phone number, number in party and number of guests before entering the pool area.
- 3.4 Any parties must be scheduled and approved by the pool chairman; a charge may be incurred for an additional lifeguard.

#### 4. MISCELLANEOUS

- 4.1 **Signs** - Signs, posters, and notices shall not be posted on any Association property or be nailed or affixed in any way to trees, buildings, walls, fences, street lights, or existing signs.
- 4.2 **Signs** - No sign for advertising or for any other purpose shall be displayed on any lot or on a building or structure on any lot, except one neat and attractive sign, no larger than nine square feet, for advertising the sale or lease of the property. Political signs are exempted from this rule, except that they shall not be displayed prior to two weeks before the election and shall be removed within seven days after the election.
- 4.3 **Pets** - Pets, except as specifically restricted in other sections of these rules and regulations, are permitted on the common property owned by the Association only ~~when on a leash and under the control of the owner. It is the responsibility of the pet~~ owner to remove any excrement left by their pet in common or easement areas. Invisible fencing for pets must keep a pet a minimum of 10 feet from the edge of the sidewalk closest to the residence.
- 4.4 **Trash** - Trash, rubbish, landscape debris, and similar material shall not be placed on or near common property nor in or near a lake, stream, or drainage easement. All litter should be properly disposed.
- 4.5 **Vehicles** - Vehicles shall be parked only in the designated parking areas. Automobiles, motorcycles, mini-bikes, and bicycles may enter Association premises only by way of paved streets and Association driveways, and must park in the Association parking lots. Operating licensed or unlicensed motorcycles, "all-terrain" vehicles, or mini-bikes elsewhere on Association property is prohibited. No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision. No bus, mobile home, motor home, trailer, truck, motorcycle, commercial vehicle, camper trailer, camping unit, camping vehicle or boat may be parked or kept on any lot in Sutherland at any time unless housed in a closed

garage or basement. Any vehicle determined to be objectionable or unsightly by the Sutherland Community Association Board of Directors must, upon notice, be kept in a closed garage or basement or removed from Sutherland.

- 4.6 **Firearms** - Firearms, air rifles, bows and arrows, and any other weapons shall not be brought onto Association property. Hunting and trapping are prohibited on Association property.
- 4.7 **Advertisements** - No articles or tickets of any kind shall be offered for sale, no subscription lists or petitions shall be circulated, or advertisements displayed anywhere on Association property.
- 4.8 **Sale of Merchandise** - Persons other than those contracted or approved by the Association may not engage in the sale of merchandise or services on Association property.
- 4.9 **Conduct** - Loud, quarrelsome, or obscene conduct and profanity are prohibited on Association premises.
- 4.10 **Vandalism** - Vandalism, willful defacing, or destruction of Association property is prohibited.
- 4.11 **Mailboxes** - All mailboxes in Sutherland are the standard box currently available through the Management Company. If a mailbox is damaged, the homeowner is responsible to Sutherland Community Association for any repairs or replacement, and for obtaining reimbursement from the party responsible for the damage (if known). Please call our Management Company, Kentucky Commercial Services, at 458-5112 regarding current cost or installation.
- 4.12 **Lawn Maintenance** - It is the duty of each homeowner to keep the grass on their lot ~~properly cut, to keep it free from weeds, waste and trash, and to keep it otherwise~~ neat and attractive in appearance.
- 4.13 **Nuisances** - No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
- 4.14 **Yard Sales** - Yard sales are not allowed within the subdivision unless sponsored by the Homeowners' Association.
- 4.15 **Animals** - No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographical area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.
- 4.16 **Clotheslines, Tennis Courts**

- (a) No outside clotheslines shall be erected or placed on any lot.
- (b) No tennis court fence shall be erected on any lot in the subdivision unless the fencing has a green or black coating. The plans for the fence need to be approved by the Association in writing.

4.17 **Rules for Common Areas** - The Community Association is authorized to adopt rules for the use of common areas and such rules shall be furnished in writing to the lot owners.

4.18 **Approval of Construction and Landscape Plans**

- (a) No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.
- (b) 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 of improvements on the lot; (ii) views of the house (front, rear and side elevations); (iii) the relationship of the finished grade of the front or side yard to the top of the curb; (iv) the type or exterior material (including delivery to the Association of a sample thereof, if requested); (v) the color of paint or stain to be applied to any exterior surfaces (including delivery to the Association a sample thereof, if requested); and (vi) the location and size of the driveway (which, unless otherwise approved by the Association, shall be constructed of exposed aggregate concrete), shall have been approved in writing by the Association.
- (c) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Association for its approval in writing.

~~4.19 **Duty to Repair or Rebuild**~~

- (a) Lot owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that 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 such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

4.20 **Business; Home Occupation** – No trade or business of any kind shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood

4.21 **The Association's Board of Directors have full authority to enforce these rules and regulations. Violations are to be drawn to the attention of the member and reported to the Board of Directors for appropriate action. Any person whose conduct is unbecoming or who knowingly breaks an**

**Association rule may be denied service and/or requested to leave the pre Failure of a member or a member's guest to adhere to these rules and regulations may result in the suspension of the member's privileges, expulsion and/or additional assessment fees.**

## **5. CLUBHOUSE**

- 5.1 Use of any Association facilities or entering Association property during times other than the normal hours of operation or special, announced hours, or at any time by persons who are not entitled to use the facilities, shall be considered trespassing and shall be treated accordingly.
- 5.2 Swimming attire is not permitted in the Clubhouse. Exercise attire is permitted in the Clubhouse only if a dry warm-up suit or jogging suit is worn over the exercise clothing.
- 5.3 Food or beverages may not be brought into the Clubhouse from off the Association's premises except as authorized for special functions.
- 5.4 Pets are not permitted in the Clubhouse.
- 5.5 No property or furniture shall be moved from the room in which it is placed, and no article belonging to the Association shall be removed from the premises without the approval of the clubhouse coordinator.
- 5.6 Arrangements for private functions may be made through the Association at fees prescribed by the Board of Directors. All party decorations must be approved by the Board of Directors.

## **6. POOL**

- 6.1 **HOURS OF OPERATION**  
**Open Daily 11:00 A.M. – 9:00 P.M.**
- 6.2 Pool hours may vary due to inclement weather, maintenance, special functions, or when school is in session.
- 6.3 A 10-minute break may be called by the lifeguard on the hour, during which time the only persons permitted in the pool shall be persons age 18 and older and children age 4 and under who are in the water with an adult.
- 6.4 No one may enter the pool areas during normally closed hours or when an Association-employed lifeguard is not on duty.
- 6.5 In the event of lightning or thunder, the pool and pool area shall be cleared, and no one shall re-enter the areas until 20 minutes after the last occurrence.
- 6.6 Food brought from off the Association's premises must be kept and consumed on

decks or the lawn area, and all litter must be disposed of properly.

6.7 Swimmers shall wear appropriate swimwear. Cut-offs shall not be permitted in the pools.

## **7. HEALTH DEPARTMENT REGULATIONS**

7.1 All persons using the swimming pools shall take a cleansing shower before entering the pool.

7.2 Any person having any skin disease, sore, or inflamed eyes, nasal or ear discharge, or any communicable disease shall be excluded from the pool. Persons wearing bandages shall not be allowed in the pool. Persons with open blisters, cuts, etc. shall be advised not to use the pool.

7.3 Spitting, spouting, blowing the nose, etc. in the pool shall be strictly prohibited.

7.4 Running, throwing objects, pushing or dunking others in the pool, and similar boisterous or rough play shall not be permitted in or around the pool or in the restrooms.

7.5 Diving shall not be permitted.

7.6 No glass containers shall be permitted on the pool deck.

7.7 No food, beverages, or smoking shall be permitted within six feet of the edge of the pool. All refuse must be deposited in appropriate receptacles.

7.8 **Children under 12 years of age must be accompanied by an adult** (or a responsible person designated by the child's parents and acceptable to the management as the child's ~~babysitter) who will be responsible for their conduct and safety.~~

7.9 Pets shall be excluded from the pool areas.

7.11 Any object brought into the pool area is subject to the approval of the lifeguard. Skateboards, roller skates, roller blades, and the like, including bicycles, shall not be permitted in the pool area. Rafts are permitted in the pool except in cases of overcrowding.

7.12 The pool area may be available for private functions during normally closed hours throughout the summer season upon approval of the manager at fees prescribed by the Board of Directors. At least one Association-employed lifeguard shall be on duty during any such function.

7.13 Lifeguards have complete authority to enforce pool rules and regulations. The pool staff or manager may expel anyone from the pool area who acts improperly or fails to cooperate in maintaining safety or observing pool rules.

## 8. TENNIS COURTS

### 8.1 HOURS OF OPERATION

Year-round: Dawn until 10:00 P.M., 7 days per week, weather permitting. The Management Company (currently KCS) can be contacted for keys to turn on the lights for after-dark play.

8.2. The courts are for the use and enjoyment of Sutherland members and their guests ONLY. Guests must be accompanied by a member AT THE COURTS.

8.3 Food and alcoholic beverages may not be brought from off the Association's premises into the tennis court area.

8.4 ATTIRE - Players shall wear clothing appropriate to the tennis courts. Shirts must be worn at all times. Swimwear is not permitted on the tennis courts. Only soft-soled shoes shall be permitted on the tennis courts.

### 8.5 RESERVATIONS AND WALK-ON TIME (MAY-SEPT.)

a. Reservations may be made one day in advance by signing the reservation sheet posted on the tennis court bulletin board.

b. Each member may play on reserved time a MAXIMUM of 1-1/2 hours per day, providing court time is available.

c. The full names of all persons playing on reserved time shall be written on the reservation sheet at the time the reservation is made.

d. Adults have priority over juniors under age 16 using the courts ONLY on WEEKDAYS AFTER 5:00 p.m. AND ALL DAY ON SATURDAYS, SUNDAYS, AND HOLIDAYS. ~~During these times, however, if no adults are~~ waiting to play and the courts are not reserved for leagues, juniors may claim a court and play until the next 1 ½ hour period without surrendering the court to any adult members who may arrive. After that time, juniors must surrender the court to any waiting adult members.

e. A reservation shall be held 10 minutes past the reserved starting time. After that, the court is available for walk-on play.

f. Players shall surrender the courts to leagues according to the posted schedule, no matter what time the players claimed the court.

8.6 All rules of tennis etiquette shall be adhered to at all times. Profanity will not be tolerated. Jumping on or over nets is prohibited.

8.7 Use of tennis courts is limited to tennis. No bicycles, skateboards, roller skates and the like, or games other than tennis are permitted on the courts.

8.8 Spectators and children who are not playing tennis shall remain outside the court fencing.

8.9 RESIDENTS AND THE BOARD OF DIRECTORS have full authority to request proof of membership from any person using the courts, and to request non-members to leave the courts.

9. **LAKES**

9.1 No docks, piers, or permanent rafts shall be installed on either lake, with the exception of any structures installed by the Association.

9.2 No person, watercraft or vehicle of any description shall be permitted in or upon the lakes, except for maintenance or safety purposes as determined by the Board of Directors.

9.3 Ice skating or walking on the frozen surface of the lakes is not permitted.

9.4 Fishing by members and their guests is permitted subject to state laws. Guests must be accompanied by a member of the Sutherland Community Association.

9.5 Feeding the waterfowl is not allowed.