

**WOODLAKE SUBDIVISION
SECTION II (LOTS 200 - 245)**

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, for WOODLAKE SUBDIVISION, SECTION II, LOTS 200 THROUGH 245, INCLUSIVE, is made and entered into on this 8 day of August 2003 by **OAKBROOKE PROPERTIES, LLC, AND KLS MANAGEMENT, LLC** hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant is the Owner/Developer of certain property in Bullitt County, Kentucky known as Woodlake Subdivision, Section II, Lots 200 through 245, a plat of which is recorded in Plat Cabinet 2, Slide 575-576 in the Office of the Bullitt County Court Clerk, and FURTHER BEING a part of the same property conveyed to OAKBROOKE PROPERTIES, LLC, a Kentucky limited liability company, by deed of record dated August 27, 1999, in Deed Book 488, Page 096, and a part of the same property conveyed to KLS MANAGEMENT, LLC, a Kentucky limited liability company by deed of record dated October 11, 2001, in Deed Book 536, Page 091, both recorded in the Office of the Bullitt County Court Clerk.

AND WHEREAS, the Declarant will convey the said properties, subject to certain protective regulations, covenants, conditions, restrictions, and reservations as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, regulations, covenants, and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

References to "Developer" or "Declarant" in these paragraphs shall include any entity, person or Association to whom Developer/Declarant may assign the right of approval. Any assignments shall be in writing. References to "structure" in these paragraphs shall include, but not be limited to, any structure, building, shed, fence, wall, antenna, microwave receivers, receivers, transmitters, satellite dishes or any items that will alter the appearance of any structure upon the lots.

Paragraph Captions. The paragraph captions as to contents of particular herein are inserted only for convenience, and are in no way to be constituted as a limitation on the scope of the particular paragraphs to which they refer.

RESTRICTIONS

The DECLARANT (Owner/Developer) intending to establish a general plan for the use, occupancy, and enjoyment of said subdivision hereby declares that for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions.

1. Primary Use Restrictions

1.1 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 and not to exceed two and one-half

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stories in height and containing a private 2-car attached garage for the sole use of the owner and occupants of the lot. However, notwithstanding the foregoing, same lot a pool house or storage structure (not to exceed 15% of house floor area) provided the Developer or such entity, person or Association to whom it may assign such right has expressly, in its sole discretion, approved in writing the design, use, location, and materials of such structure. No log homes underground or berm homes will be allowed.

1.2 No structure may be moved or relocated on any lot within the subdivision known as Woodlake Subdivision. No prefab or modular homes can be placed on lots and all homes are to be built by conventional construction methods.

1.3 Each Owner of a lot shall occupy and use the single-family dwelling on his/her lot as a private dwelling. Effective upon the date of the recording of this amendment, no Owner of a lot may rent or lease same unless (a) the Owner held legal title and the lot was being used for rental purposes on the date of the recording of this amendment, (b) the lot is leased to a member of the Owner's immediate family (parents, grandparents, children and/or grandchildren), (c) the Owner moved to a nursing home or assisted living facility, or (d) the Owner dies and there is no living spouse who resided with the deceased at the time of death.

If, at the time this amendment is recorded in the Bullitt County Clerk's Office, any of the conditions (a) through (d) mentioned in the preceding paragraph exist, then such lot Owner is deemed to be "grandfathered" and he/she may continue to rent or lease his/her lot subject to the restrictions set forth below.

A fully executed copy of the executed lease or rental agreement, if any, shall be delivered to the Woodlake Homeowners Association upon notification of this Amendment and shall be subject in all respects to the Declaration of the original restrictions of the subdivision.

In the absence of a lease or rental agreement for any of the conditions (a) through (d) mentioned above, the "grandfathered term" for the permissible rental use of a lot in the subdivision shall be limited to one year from the date of the recording of this amendment.

2. Subdivision of Lots: Easements, Extensions, and Approval of Construction and Landscape Plans.

2.1 Lots may not be further subdivided. However, Developer may split a lot and sell that lot only to adjoining lot owners and shall become a part thereof and shall be treated as one single lot as per these restrictions.

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2.2 No easements, extensions, or utility services including water, sewer, electric, or roadway shall be extended unless approved in writing by the Developer.

2.3 No structure may be erected, placed, or altered on any lot until the construction of plans and building specifications and a plan showing the (a) location or improvements on the lot; (b) the grade elevation (including rear, front, and side elevations); (c) the type of exterior material (including delivery of a sample thereof if required); and (d) the location and size of the driveway (which shall be asphalt or concrete), shall have been approved in writing by the Developer.

2.4 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 and such plan shall show trees, shrubs, and other plantings.

2.5 Any approval of "satellite dishes" or antennae will require construction so as not to be attached to or mounted on any building, ground location, or placed anywhere it is visible from the front or side street, within the subdivision.

3. Building Materials; Roof; Builder.

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

3.2 The roof pitch of any residential structure shall not be less than 6 inches vertical for every 12 inches horizontal. A 5-inch vertical for every 12-inch horizontal pitch may be granted on rear roof section (2nd story only) of the house (i.e.: cape cod style) with Developer's written approval. Front and rear porch pitches may be reduced subject to style of house with Developer's written approval. (i.e.: wrap around style houses)

3.3 No wooden or prefab flue, chimney or chase is to be constructed. The exterior of all chimneys shall be brick or of the same material as a majority of the house exterior product.

3.4 The construction work on any building shall be completed within one (1) year from the initial start. Such work shall not be complete unless the building is finished in every respect in its interior and exterior including garage, driveway, sidewalks, landscaping, etc.

4. Garages, Additional Garages, or Storage Buildings.

4.1 Each house shall have at least a two (2) car attached garage unless otherwise approved in writing by the Developer or any person or Association to whom it may assign such right. Additional garages and storage buildings, as structures, are subject to prior plan approval under paragraph 2 and 3 hereof, and must be the same design and exterior as the back of the

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residence. All attached garages must connect to house or roof of existing structure, and may be located below ground or in the basement of the house.

4.2 Garages shall be used only for the parking of vehicles and other homeowner customary uses. No garage and/or other storage buildings shall be used for any commercial use, auto mechanic shop, retail business, professional use, or other use that would be considered a business or service.

5. Setbacks.

5.1 No structure shall be located on any lot nearer to the front lot line or side street line than the minimum building setback lines shown on the recorded plat of Woodlake, Section II. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

6. Minimum Dwelling Size.

6.1 Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the floor area of any residential structure.

6.2 The total above ground floor area of each residential structure erected or placed upon the lot shall not be less than:

- (1) One Story--1,500 square feet
- (2) Two Story--1,500 square feet--at least 800 square feet on 1st floor with balance as required on 2nd floor.
- (3) Cape Cod--1,500 square feet--at least 900 square feet on 1st floor with balance as required 2nd floor. Areas on 2nd floor can be included completely finished (including mechanicals) and has knee walls at least five feet high at all wall locations.

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7. Commencing Construction.

7.1 The builder shall keep the street clean during its construction. During the course of construction, mud and dirt shall be cleaned from the tires of construction vehicles before they travel on the streets of this subdivision. The builder shall remove all mud and dirt from the street. Under no circumstances shall a motor vehicle cross a lot to reach construction on another lot. The builder shall make all repairs necessary, should this occur. Materials and/or (concrete, etc.) shall not be placed or dumped on another lot. Removal of said materials and/or overruns will be at the builder's expense.

7.2 Before commencing construction of a dwelling on any lot, the builder shall inspect the roadway and if any defect is found, immediately notify Developer in writing of such defect. The builder shall be responsible within thirty (30) days after completion of the dwelling. The builder shall also insure that cuts made by the utility companies in the roadway in front of the lot are properly repaired by said companies or by the builder. Before and during construction, builder shall provide and maintain erosion control, including silt fencing as needed. Builder or owner shall keep debris and construction material from blowing onto adjoining lots.

7.3 Developer may require a deposit from builder or lot owner to ensure Restriction compliance of streets, swales and drainage, including lot cleanup upon completion.

8. Use of Other Structure and Vehicles.

8.1 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 of the house or development is completed.

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

8.3 No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked permanently (over 3 days), or kept on any lot at any time, unless housed in a garage or basement. None of the previously mentioned vehicles 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 month.

8.4 No personal, family or guest vehicle shall be continuously or habitually parked on any street or public right-of-way.

9. Nuisance and Animals.

9.1 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.

9.2 No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept, bred or

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maintained but not for any commercial purpose nor solely for breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. No kennels are to be built for confining animals. Barking dogs or pets may be a nuisance. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed by the owner from the Development within seven (7) days, after receiving written notice from the Board of Directors. Pets permitted as above shall be leashed or restrained during walking or exercise within the common area or right of way. An owner shall be responsible for cleaning up after his pet.

10. Landscaping: Sidewalks; Driveways.

10.1 After the construction of a residence, the lot owner shall grade and seed or sod the lot. No hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by an entity, person or Association to whom it may assign the right. Each lot owner or builder shall construct, or cause to be constructed and maintain a swale between each side and rear property line.

10.2 Each lot owner shall cause a concrete sidewalk to be constructed on each lot on or before completion of their house. At such time as 95% of the lots in this Section, whether or not the lot owner has begun construction on the particular lot he has purchased, a sidewalk will be installed by all property owners, including the remaining lots to be sold. Said sidewalk shall be constructed on the street side(s) of their lot before occupying the house. The sidewalk shall be 48 inches wide, a minimum of 4 inches thick and is to have either fiber mesh or wire mesh installed within the concrete. Saw cuts or expansion cuts are to be no more than 48 inches apart. There shall be a light broom finish and the sidewalk shall be constructed so that uniform emplacement will be maintained throughout the development. A full set of specifications can be obtained from the Developer.

10.3 Each lot owner shall concrete or asphalt the driveway after completion of the single family dwelling; provided, however, that portion of the driveway from the pavement of any abutting street though the sidewalk shall be concrete.

11. Mail and Paper Boxes.

11.1 All mailboxes shall be supplied by the Developer at a reasonable cost to the homeowner or builder in order to provide uniformity. It will be the owner's responsibility to obtain a mailbox from the Developer. It shall also be the owner's responsibility to install and maintain this mailbox.

12. Clothes Lines; Walls; Window Treatments and Fences.

12.1 No outside clothesline shall be erected or placed on any lot.

12.2 All windows shall receive window treatments so as not to be unsightly from any street. The following, but not limited to, newspaper, sheets, paper, etc. shall not be used temporarily or permanently as window treatments.

12.3 Fence Restrictions. All fences and walls of any kind, for any purpose, including pool fences or walls, shall be submitted to the Developer for approval. No vertical wooden privacy fences are allowed. No street side fences or walls shall be installed closer than the building line. No fences or walls shall be installed closer to the front than the rear building line

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of the house and the rear building line of the adjoining houses. No fence or wall is allowed to be erected that is more than 6 feet in height. Fence or wall must not create drainage problems. If drainage problems occurs from installation of fence or wall, it is the sole responsibility of the owner to correct. Each lot owner shall maintain a swale between each side and rear property line, if required.

12.4 Fences installed shall not be constructed within three inches (3") of the finished ground surface to allow for the proper removal of storm water runoff. Soil fill materials, leaf and grass accumulations shall not be allowed, constructed or installed that may adversely impact the flow of surface water. If materials accumulate in ditches or swales following rain events, the homeowner shall require their removal and shall be responsible for maintaining proper drainage as required in Paragraph 17, DRAINAGE.

13. Satellite Dishes

Satellite dishes shall be placed so as not to be seen from any street. Landscaping is an acceptable means to prevent the dish from being viewed from the street. Written approval from the Developer regarding location of satellite dishes is required before installation. The proposed location shall be submitted to Developer at least four (4) business days prior to installation. This requirement is not an attempt to restrict installation, but to assist in providing a more appealing location.

It is the goal of the Developer to keep the development attractive and aesthetically pleasing for all homeowners. It is not the intent of the Developer to prevent the use of satellite dishes, but to assist in keeping the development appealing for the entire neighborhood

14. Duty to Maintain Lot.

From date of contract, including during construction of single family residence, it shall be the duty of each lot owner to keep grass on the lot property 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, the Developer, or any entity person or Association to whom it may assign the right, may take such action as it seems appropriate, including Developer or other performing party for all expenses incurred in so doing, together with interest thereon at twelve percent (12%) if payment is not received within 30 days of the time such expenses are incurred, and the Developer or other such entity, person or Association to whom it may assign such right, shall have lien rights on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by legal action against the lot owner, and the improvements thereon, but such lien shall be subordinate to any first mortgage, (but not to any other mortgage) thereon.

15. Business; Home Occupations.

No trade or business of any kind (including the practice of medicine, dentistry, chiropractic, hair salons, barbershop, daycare, or commercial 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 Paragraph 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 is terminated 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 or any entity, person, or Association to whom it may assign such right.

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16. Signs.

No sign for advertising or for any other purposes shall be displayed on any lot or a building or a structure of any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided however, Developer shall have the right (1) to erect larger signs when advertising the place Subdivision; (2) to place signs on lots designating the lot number of the lots; and (3) following the sale of a lot, to placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. A builder may erect a construction sign (only during construction) of no more than 32 square feet, which must be removed when owner moves in.

17. Drainage.

17.1 No storm drains, roof down spouts or ground water shall be introduced into the sanitary sewage system. Connections for the sanitary sewage system shall be made with watertight joints in accordance with all applicable plumbing code requirements.

17.2 Proper drainage from houses to ditches is the sole responsibility of the homeowner, drainage easements are the lot owner's responsibility. Each lot owner shall maintain and/or construct swales between all adjoining lots if needed or required by developer.

17.3 If the lot owner changes the grade set by the Developer, the lot owner shall be responsible for making repairs to the grade to restore it to its original condition.

17.4 The Declarant hereto also expressly reserves to and for itself or its designee, the sole and exclusive right to establish grades, slopes, and swales on the land hereby conveyed and to fix the grade at which any dwelling shall be hereafter erected or placed hereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.

17.5 Enforcement shall be proceedings at law or in equity against any person and persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Disposal of Trash.

18.1 No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept, except in sanitary containers. The lot shall be kept free and clear of rubbish, debris, and other unsightly materials.

18.2 Trash and garbage containers shall not be permitted to remain outside on any curb, except 24 hours prior or 24 hours after day of trash collection.

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19. Restrictions Run With Land.

19.1 INCORPORATION INTO DEED. The above covenants, reservations, and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises subject to these restrictions.

19.2 Unless cancelled, altered, or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming and interest in any of the land. Except as herein provided, these restrictions may be cancelled, altered or amended by (1) the Developer, acting alone; or (2) by the affirmative action of the owners of 85% of all lots in all sections of Woodlake at any time after control of the "Association" (as defined in Paragraph 21 below) has been transferred from the Developer to the Association. Failure of any owner to demand or insist upon enforcement of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violations, or the right to seek enforcement of these restrictions.

20. Enforcement.

20.1 Upon an owner's failure to comply with the provision of any Paragraph(s), Developer or an entity, person or Association to whom it may assign the right, may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest thereon at twelve percent (12%) at the time such expenses are incurred, and the Developer or such other entity, person or Association to whom it may assign such right shall file a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage (but not to any other mortgage) thereon.

20.2 Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in Woodlake, by the Association formed under Paragraph 21 below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages.

20.3 Each Lot owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-laws of the Residents Association as more particularly described herein below and with the Rules and Regulations in relation to the use and operation of the community, recreation and common areas. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages and/or for injunctive relief. Such action may be maintained by a Lot owner, the Developer and/or the Association on its own behalf or on behalf of the Lot owners aggrieved, or by any person or entity who is aggrieved by such noncompliance. In any case of flagrant or repeated violation, Lot owner, may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restriction, By-laws, Rules and Regulations. The Lot owner, Developer, and/or Association may recover all of its costs of enforcement, including court costs and reasonable attorney's fees; and all of such costs shall be a continuing lien upon the Property involved.

20.4 In addition to any other remedy that it may have, the Association may levy a reasonable fine against Lot owner who has violated any covenant, condition or restriction set

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out in this Declaration, the By-laws or the Rules and Regulations, which fines shall be included in the Rules and Regulations. Before the fine can be levied, the Lot owner must be sent written notice of the nature of the violation and be given thirty (30) days after the date of mailing to cure the violation. If the violation is not cured, the Board of Directors may levy a fine against the Lot owner and against the Property. The fine may be filed as a lien and is otherwise enforceable as an assessment lien, through foreclosure or other civil action, and shall include the right to collect court costs, including reasonable attorney's fee. Each day of the violation may be considered a separate violation.

21. Invalidation.

20.1 Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above provisions by judicial proceedings or any other means shall in no way effect the validity of the others. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions hereof which shall remain in full force and effect.

22. Association Membership, Purpose, and Voting Rights.

22.1 Organization of the Association. The Developer shall establish a Homeowner's Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Kentucky, to be operated in accordance with the Articles of Incorporation and By-Laws, which have been filed with the Secretary of State by Developer.

22.2 Purpose. The purpose of the Association shall be as set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its Members. In carrying out its purposes, the Association shall have all powers allowed by chapter 273 of the Kentucky Revised Status.

In furtherance of the general purposes, the particular purposes of the Association are:

1. To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Clerk's office.
2. For maintaining, repairing and rebuilding the streets and any drainage easements and the parking area, common areas, crosswalks, storm drains, basins, lakes, landscaping, clubhouse, any common structure of facility, pool, nature trails, entrances, etc., whether owned by the Association or not, as shown on the plats of the Woodlake Subdivision, and acceptance of common area for purposes of operation, maintenance and repair unless such obligations are otherwise assumed by any municipal or government agency having jurisdiction thereof.
3. To assess, levy and collect the annual assessments and special assessments against each lot and Members of corporation under and as defined in the restrictions.

22.3 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual owners in all matters pertaining to the maintenance, repair and replacement as listed in paragraph 21.2 of this document, the determination of maintenance expenses, the collection of annual and special

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assessments, for the perpetuation of those listed in paragraph 21.2 of this document, and common benefit of all such owners. The Association shall also have the right, but not the obligation to act on behalf of any owner or owners in seeking enforcement of the covenants contained in this declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of the willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent or reckless misconduct.

22.4 Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association by-laws (subject to paragraph 25.6.2 control period). The Board of Directors shall manage the affairs of the Association.

22.5 Membership. Every owner and the Developer shall be deemed Members of the Association.

No owner whether one (1) or more persons shall have more than one (1) membership vote per lot owned. In the event the owner of a lot is more than one (1) person, votes and rights of use and enjoyment shall be as provided herein. The membership rights of a lot owned by a corporation, partnership or legal entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the secretary, subject to the provision of this Declaration and the by-laws.

22.6 Voting. The Association shall have two (2) classes of membership, Class A and Class B. Each Member (regardless of class designation) shall be entitled to one (1) vote for each one lot. The rights of the Class A and Class B Members with respect to voting matters shall be as follows:

22.6.1 Class A Membership. Class A membership shall be all owners (including Developer as to any lots it owns). The number of votes to which each Class A Member shall be entitled shall be in proportion to such Member's percentage interest, as defined above. Notwithstanding the foregoing, however, the Class A membership shall be no-voting during the Class B Control Period and as such shall be subject to the voting control of the Class B Member as provided below.

In a situation where a Member is entitled to exercise the vote for its lot and more than one (1) person holds the interest in such lot, the vote for such shall be exercised as those persons determine among themselves and advise the secretary of the Association in writing prior to any meeting. In the absence of such advise, the vote for such lot shall be suspended if more than one (1) person seeks to exercise it.

22.6.2 Class B Membership. The Class B Member shall be the Developer. The Class B Member shall be entitled to appoint all of the Members of the Board of Directors and shall be entitled to one hundred percent (100%) of the votes of the Class A Members as to all matters of the Association and the development during the Class B Control Period as hereinafter defined. The Class B Control Period shall begin as the date of this Declaration and extend to the earlier of, (I) the date on which one hundred percent (100%) of the total lots of the development have been sold or conveyed to persons other than Developer, holding title solely for purposes of development or sale; or (II) the date on which Developer determines that the Class B Control Period shall end and notice of such termination is filed by means of an instrument recorded in

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the Bullitt County Clerk's Office. Upon termination of the Class B membership, Developer shall give notice to all Class A Members with regard to the formation of a new Board of Directors.

22.6.3 Developer to Act. At any time during the Class B Control Period, Developer shall have the right and authority to act on behalf of the Association and in lieu of the Board of Directors; provided however, such shall not eliminate the requirement of the Developer to account for the funds of the Association and prepare the budget as required below.

22.6.4 Voting Percentages. Except where a different percentage is specified in the Declaration as to any vote requiring the approval of the Members of the Association, a voting percentage of sixty percent (60%) of the Members shall control for decision-making purposes.

22.6.5 Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds (2/3) of the lots, provided however, that any such amendment of this Declaration shall not bring about inequitable assessments on any particular owner. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by the Developer when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendments shall not be effective until recorded in the Bullitt County Court Clerk's Office.